

AGREEMENT TO SELL

This Agreement for Sale is executed at Gurugram on this _____ day of _____, 2018,

BETWEEN

Lotus Realtech Pvt. Ltd.(CIN No. **U70200DL2011PTC215504**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may Be], having its registered office at BU-5,SFS Flat, Outer Ring Road, Pitampura , Delhi - 110034 and its corporate office at C-501, Nirvana Courtyard, Nirvana Country, Sector – 50 Gurugram – 122018 (PAN – **AACCL129Q**), represented by its authorized signatory **Mr. SANDEEP KADIAN** (Aadhar no. 714258823800) authorized vide board resolution dated 17-05-2018 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

First/Sole Allottee /Buyer:-

Mr./Ms. _____ (Aadhar no. - _____) son/daughter/wife of _____ aged about ____ Years, 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).

Joint Allottee Buyer (If Applicable):-

Mr./Ms. _____ (Aadhar no. - _____) son/daughter/wife of _____ aged about ____ Years, 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).

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) "Government" means the Government of the State of Haryana;
- (c) "Rules" mean the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.
- (e) "Carpet Area" of the Said Flat/Unit/Apartment shall mean and include the net usable floor area of the Said Flat/Unit/Apartment and the area covered by the internal partition walls including shear walls and columns within the Said Flat/Unit/Apartment and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;
- (f) "Common Areas" shall mean all such parts/areas, as • shall be specified by the Developer as such in the Declaration and which the Allottee(s) shall use on a shared, non-exclusive basis with other Allottee(s)/occupants of the Project. Such areas shall mean and include-
 - i. the entire Land over which the Project is being developed;
 - ii. the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits to the buildings;
 - iii. the common basements, terraces, parks, play 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 common Said Flaty service personnel;
 - v. installations of central services such as electricity, gas, water and sanitation 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. Common Said Flaty building/clubhouse as provided in the Project and declared as Common Areas in the Declaration filed/to be filed under the provisions of the Said Flat Act;
 - viii. all other portion of the Project necessary or_ convenient for its maintenance, safety, etc., and in common use.
- (g) "DGTC" shall mean Director General Town & Country Planning.
- (h) "FEMA" shall mean Foreign Exchange Management Act, 1999 and rules and regulations made thereunder;
- (i) "Occupancy Certificate" shall mean the occupancy certificate/ for any of the buildings constructed/to be constructed in the Project as issued, individually or collectively, by the concerned Governmental Authority;
- (j) "Tax" means all taxes, duties, levies, imposts including Goods and Services Tax, Cess or any other taxes and/or cesses, stamp duty, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in connection with the construction of the Project;

WHEREAS:

- A. The project land 5.00 acres app. in the revenue estate of sector 111, village Choma, Gurugram, Haryana is owned by Sh. Ashok Kumar Jain S/o Sh. P.C. Jain and Smt. Jaishree Jain W/o Sh. Ashok Kumar Jain both residents of F-1303, Celebrity Homes, Palam Vihar, Gurugram (Haryana) (Collectively referred as the "Land Owners") The land owners have duly executed collaboration agreement registered as document no. 11619 at office of Sub Registrar Gurugram and power of attorneys vested, granted and transferred the development rights over the entire project land in favour of the Promoter. The land owners have vested the Promoter with complete authority and powers with respect to any matter in respect of the project land including all powers to undertake construction development of the project, branding, marketing, sale of units, receive applications, formulate terms and conditions, make allotments as per rules under the "Haryana Affordable Policy 2013", negotiate, finalize, and execute the apartment buyer agreement, sale deed and such other documents as may be required to give full effect to this agreement. The Promoter is entitled to receive the sale consideration and other charges and dues as stated in this agreement or as may otherwise be payable by the buyer and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto. For the purposes of this agreement, the Promoter represents both the land owners in all matters what-so-ever it may be including for the purpose of the sale of the apartment. The Promoter has executed this agreement for itself and on behalf of the land owners as authorized under duly executed power of attorneys registered as document no. 966 dated 04th October 2013 at Gurugram.
- B. The Said Land is earmarked for the purpose of building of residential project with Commercial Complex comprising multistoried affordable group home apartment(s) and the said project shall be known as **LOTUS HOMZ** ("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. The promoter has been granted license dated 18-06-2014 vide license no. 47 of 2014 from Director General Town and Country Planning, Govt. of Haryana Chandigarh (DGTCP).
- D. The **DGTCP** has granted the approval/sanction to develop the Project vide approval dated **22/10/2014** bearing license/sanction No. **ZP-1015/AD(RA)2014/24739 dated 22.10.14.**
- 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 DGTCP. 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 project comprises of several buildings/towers consisting of self-contained independent apartments along with common/support infrastructure, parking sites, and a community building (community hall, anganwadi - cum - creche) in terms of the policy including commercial building/complex.
- G. The Promoter has registered the Project under the provisions of the Act with the **Haryana Real Estate Regulatory Authority** at Panchkula on **18/09/2017** under registration **No.214 of 2017.**

- H. The Allottee had applied to promoter for allotment of a residential apartment in the Project vide his application no. _____ dated _____ together with required affidavit in terms of the Haryana Affordable Policy – 2013. Pursuant to the Application, draw of lots was held on 24.01.2018 in the presence of officials of DGTCP/DC Gurugram, in which a flat/Unit/Apartment no. _____ having carpet area of _____ square feet, and balcony area _____ square feet on _____ floor in [tower/ block/ building] no. _____ ("Building") along with one two wheeler parking site and the pro rata share in common areas 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); was allotted to the Allottee(s) in terms of Policy, the application and on terms and conditions appearing herein.
- I. The Parties have, gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottee(s) has inspected the site where the Project is proposed to be constructed along with the ownership records and other related documents and hereby acknowledges that the promoter has readily_ provided all information and clarifications as required. The Allottee(s) has also not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Promoter or its authorized representatives. The Allottee(s) has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the Said Flat/Unit/Apartment. Further, the Allottee(s) is satisfied about the title of the Promoter related to the Project and is also content with the right, title and interest of the Promoter to sell the Said Flat/Unit/Apartment and receive the Total Cost.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, and regulations ,notifications, etc., applicable in the State and related to the Project;
- L. 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;
- M. 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 Flat/Unit/Apartment for Residential usage along with one two wheeler parking site as specified in Para H.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:

In consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement and the Policy (Affordable Housing Policy 2013), the Promoter agrees to transfer to the Allottee and the Allottee hereby agrees to purchase the Apartment/Unit for Residential usage along with one two wheeler parking site as specified in Para H, by paying total cost and other charges in terms of the agreement and fulfill other terms, conditions and stipulation, as contained in the agreement.

1.2 The Total Price for the built up Unit/Apartment for Residential usage along with one two wheeler parking site based on the carpet area is Rs. _____ (**Rupees** _____ **only**) ("Total price") (Give break up and description):

# Block/Building/Tower No. - _____	# Rate of Apartment per square feet
# Apartment No. - _____	(a) Rs. 4000/sq.ft. of Carpet Area
# Type - _____	(b) Rs. 500/sq.ft. of balcony Area
# Floor - _____	
# One two wheeler Parking site	
#Total price(in rupees)	Rs. _____

Explanation:

- (i) The Total Price as mentioned above includes the booking amount (@5% of Total Amount) paid by the Allottee to the Promoter towards the Unit/Apartment for Residential usage.
- (ii) The Total Price as mentioned above excludes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s) paid/payable by the Promoter up to the date of handing over the possession of the Unit/Apartment for Residential usage along with one two wheeler parking site 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 includes recovery of price of land, development/construction of not only of the Apartment/ Unit but also of the Common Areas, internal development charges, infrastructure augmentation charges and excluding taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, 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 Unit/ Apartment for Residential usage.

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 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 'V' (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 as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

1.6 The Promoter shall confirm 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.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit/Apartment for Residential usage as mentioned below:

- i. The Allottee shall have exclusive ownership of the Unit/Apartment for Residential usage;
- 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 Allottee/competent authorities 5 years after 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.

1.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, 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.

1.9

- a) The Allottee has paid a sum of. Rs. _____ (**Rupees** _____ **only**) being 5% of Total Cost as booking amount being part payment towards the Total Price of the Unit/Apartment for Residential uses 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 as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein.
- b) In the event of any delay in making timely payment of amounts in terms of the Payment Plan or otherwise payable in the Agreement by the. Allottee(s), the Allottee(s) shall be liable to pay an interest on the amount due @ 15% per annum from the due date, applicable for the period of delay. Subject to the provision for payment of interest, in the event the Allottee(s), fails to make the payment of any of the installments of the Total Cost or any other amounts falling due within the stipulated time, the Promoter may issue a notice to the Allottee(s) for making the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Allottee(s) still defaults in

making payment of the amount due along with interest within the period of said 15 (fifteen) days, the Promoter may publish the name of the Allotee(s) in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Allotee(s) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Said Flat/Unit/Apartment shall stand cancelled without the need for the Promoter to do or undertake any more steps. In case of such cancellation, the Allotee(s) shall have no lien or claim on the Said Flat/Unit/Apartment and the Promoter will be entitled to sell, convey or transfer the Said Flat/Unit/Apartment to any party at its sole discretion. In such an event, the amount received from the Allotee(s), until the date of cancellation of the allotment of the Said Flat/Unit/Apartment by the Promoter, shall be refunded to the Allotee(s) after deducting (Rs. 25,000) and interest at the rate of 15% per annum on the amount due accruing in favour of the Promoter in terms of the Agreement.

- c) It is specifically agreed that an amount of Rs.25,000/- from: the booking amount paid by the Allotee(s) at the time of submitting the Application shall be treated as earnest money ("**Earnest Money**"). The Earnest Money shall be liable to be forfeited by the Promoter in the following events;
- i. Upon surrender or withdrawal of the allotment of the Said Flat/Unit/Apartment by the Allotee(s), and/or
 - ii. Upon non-payment by the Allotee(s) of any installment or demand raised by the Promoter in terms of the Payment Plan resulting in cancellation of allotment of Said Flat/Unit/Apartment to the Allotee(s) along with interest on outstanding amount.

In the eventuality of withdrawal / cancellation, the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded to the Allotee(s), without any interest within one month of the date of withdrawal.

1.10 MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES:.

After the physical handover of the possession of the Said Flat/Unit/Apartment in favour of the Allotee(s) or after the expiry of the period for taking the possession prescribed in the Possession Notice whichever is earlier:

- i. The Allotee(s) shall pay municipal/property Tax by whatsoever name called, levied or to be levied, by any Governmental Authority, from time to time on the Said Flat/Unit/Apartment.
- ii. So long as the Said Flat/Unit/Apartment is not separately assessed, the Allotee(s) shall pay a share of such Taxes, liabilities, if any, in proportion to the Carpet Area of the Said Flat/Unit/Apartment to the maintenance agency or to the Developer, who, on collection of the same from the Allotee(s), shall deposit the same with the concerned Governmental Authorities.
- iii. The Allotee(s) shall be responsible to pay to concerned Governmental Authorities all charges pertaining to consumption of electricity, water, telephone, sewage and other utility services in respect of the Said Flat/Unit/Apartment as per the bills raised.
- iv. All charges payable to concerned Governmental Authorities for obtaining services/connections to the Said Flat/Unit/Apartment, like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allotee(s).

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 '**Lotus Realtech Pvt. Ltd.**' payable at Gurugram.

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 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 along with one two wheeler parking site, 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 Unit/Apartment for

Residential usage along with one two wheeler parking site to the Allottee(s) and the common areas to the association of Allottee 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 along with one two wheeler parking site 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 DGTCP 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 along with one two wheeler parking site to the Allottee(s) and the common areas to the association of Allottee after completion of 5 years from the date of occupancy certificate 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 along with one two wheeler parking site as per agreed terms and conditions i.e. within a period of 4(Four) years from the date of approval of building plans or grant of environment clearance (herein after referred to as the "Communication Date") whichever is later, 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 Apartment—

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Colony along with one two wheeler parking site 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/ Colony along with one two wheeler parking site 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 Allottee/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 usage 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 of the services by the colonizer/promoter, duly certifying/part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Unit/Apartment for Residential usage along with one two wheeler parking site 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 Allottee 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 herein, in clause - 1.9:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled for such action as is provided in clause – 1.9.

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 one two wheeler parking site.

- 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 Promoter on account of suspension or revocation of the registration. under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 Affordable House Policy 2013 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 along with one two wheeler parking site to the Allottee(s), common areas to the association of Allottee or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- ix. 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;
- x. 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 Unit/Apartment for Residential usage along with one two wheeler parking site 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 Promoter 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 along with interest at the rate of 15% per annum within 90 days of the receiving the termination notice from the Allottee(s).

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 of 15% per annum, for every month of delay till the handing over of the possession of the Unit/Apartment for Residential usage along with one two wheeler parking site, 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. Allottee(s) fails to pay the agreed Total Cost, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Promoter in terms of this Agreement;
- ii. Dishonor of any cheque(s), including post-dated cheques,, given by the Allottee(s) to the Promoter, for any reason whatsoever;
- iii. Failure to execute the Conveyance Deed and any other document required to be executed by the Promoter, within such the timelines as stipulated by the Promoter and in terms of the Agreement;
- iv. Allottee(s) fails to take possession of the Said Flat/Unit/Apartment, within the time provided in Possession Notice;
- v. Failure to pay any Taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
- vi. Any other breach of a provision under this Agreement or the Policy by the Allottee(s).

10. CONVEYANCE OF THE SAID UNIT/APARTMENT:

The promoter, on receipt of total price of Unit/ Apartment for Residential usage along with one two wheeler parking site, 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:

11.1 For a period of 5 (five) years from the date of grant of Occupancy Certificate in relation to the Project, the maintenance works and services in relation to the Common Areas shall be provided by the Promoter. After the aforesaid period of 5 (five) years the Project shall be transferred to the 'association of flat owners' (hereinafter referred to as "Association") constituted under the Haryana Flat Ownership Act, 1983, which shall thereafter overtake the providing of the maintenance services to the Project and thereafter the Promoter shall have no further obligation to provide any maintenance services in the Project.

11.2 The Allottee(s) undertakes that he/she shall become a member of the .Association that shall be formed 'under the provisions of Haryana Flat Ownership Act, 1983 and shall undertake all .necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc., as and when required by the Promoter to do so.

11.3 Any Tax on the maintenance charges of Said Flat/Unit/Apartment will be separately and proportionately borne by the Allottee(s).

- 11.4** The Allotee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Promoter or the maintenance agency.
- 11.5** That the Allotee(s) shall carry out all the maintenance and interiors of the Said Flat/Unit/Apartment at his own cost and expenses. The insurance of the Said Flat/Unit/Apartment as well as the interior/contents inside the Said Flat/Unit/Apartment shall be the responsibility of the Allotee(s) and the Promoter shall not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allotee(s) in this regard.
- 11.6** The Allotee(s) agrees and undertakes that the Common Areas shall not be used by him or any occupant for conducting personal functions, such as, marriages, parties etc. If any Common Area is provided in any block for organizing meetings and small functions, the same shall be used with the permission of the Promoter or maintenance agency, as the case may be, on making such deposits/charges as may be fixed by the maintenance agency or the Promoter, as the case may be.
- 11.7** The Allotee(s) shall allow the Promoter or maintenance agency, as the case may be, to have full access to, and through him to the Said Flat/Unit/Apartment and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

12. DEFECT LIABILITY:

- 12.1** It is agreed that in case any structural defect or defect in workmanship, quality or provision' of services or any other obligation as provided herein is brought to the notice of the Promoter by the Allotee(s) within a period of 5 (Five) years from the actual date of grant of occupancy certificate, such defect shall be rectified by the Promoter without any further cost or charges from the Allotee(s). In the event of failure of the Promoter to rectify such defect within a period of 30(Thirty) days, the Allotee(s) shall be entitled to receive, appropriate compensation in the manner as provided under the Act.
- 12.2** The Allotee(s) hereby acknowledges and agrees that the Promoter shall be responsible for handing over the Project, as specified in this Agreement, in typical working order and free from any structural or fundamental defect. Only, such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). The Promoter shall not be responsible for maintaining the technological equipment, materials and processes involved in the services implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems. The Allotee(s) also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, it is agreed that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Governmental Authorities to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Project shall not be covered under Defect Liability.
- 12.3** The Allotee(s) hereby confirms and agrees that all fittings, fixtures, apartment level equipment whatsoever like CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over the possession of the Said Flat/Unit/Apartment but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the Allotee(s). Intrinsically, breakable or degradable

items like tiles, stones, wooden items, glass, iron grills, aluminum items, façade, doors, windows and such like shall also not be covered under Defect Liability.

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

The Promoter/maintenance agency/association of Allottee/competent authority shall have rights of access of Common Areas, parking site spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee 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 Stilt and Service Areas: The Stilt and service areas, if any, as located within the (LOTUS HOMZ) shall be earmarked for purposes such as parking site spaces and service's including but not limited to electric sub-station, transformer, DG. set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the Stilt in any manner whatsoever, other than those earmarked as parking site spaces, and the same shall be reserved for use by the association of allottee formed by the Allottee, 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 only along with one two wheeler parking site 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 along with one two wheeler parking site, 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 along with one two wheeler parking site and keep the Unit/Apartment for Residential usage along with one two wheeler parking site, 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 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 allottee shall not store any hazardous or combustible goods in the Unit/Apartment for Residential usage and one two wheeler parking site or place any heavy material in the common passages or staircase of the Building. The promoter/allottee/association of allottee shall ensure that they will not create any hindrance by way of locking, blocking, parking site or any other manner in right of passage or access or common areas which otherwise are available for free access.

The Allottee/Association of allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/Apartment for Residential usage and one two wheeler parking site, as the case may be.

15.3 The Allottee/Association of allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee and/or maintenance agency appointed by association of allottee/ 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 along with one two wheeler parking site with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related 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 one two wheeler parking site 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 one two wheeler parking site.

19. HARYANASAIID FLAT OWNERSHIP ACT, 1983:

The Allottee(s) has confirmed and assured the Developer prior to entering into this. Agreement that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof of the provisions of any other law (s) dealing with the matter.

If the Said Flat/Unit/Apartment and the building in which it is located be subject to Haryana Apartment Ownership Act, 1983, the Common Areas and the undivided interest of the Allottee(s) in the Common Areas as specified by the Developer in the declaration which may be filed by the Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the. Allottee and the Allottee(s) agrees and confirms that his right, title and interest in the Said Flat/Unit/Apartment, Project shall be limited to and governed by what is specified by the Developer in the said declaration or as agreed under this agreement and in no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said Building in which the Said

Flat/Unit/Apartment is located. The Allottee(s) undertakes to join any club/society/association of the Said Flat/Unit/Apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.

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 a 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 Unit/ Apartment for Residential usage and one two wheeler parking site.

22. INDEMNIFICATION:

The Allottee(s) hereby expressly undertakes to indemnify and keep the Promoter and its officers, employees, representatives and directors fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Agreement as also due to any of the representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee(s). It is agreed that the Allottee(s) shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws. The Allottee(s) 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(s). This indemnity is without prejudice to any to any other remedy provided herein and / or available under the Applicable Law.

23. FORCE MAJEURE

23.1 "Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of the Promoter which cannot (a) by the exercise of reasonable diligence,(b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform including but not limited to the following:

- a) Act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- b) Explosions or accidents, air crashes, act of terrorism;
- c) Strikes or lock outs, industrial disputes;
- d) Non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with, any or all the terms and conditions as agreed in the Agreement; or
- g) Any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds., denies the grant of necessary approvals/certificates for the; Project/Said Flat/Unit/Apartment / Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- h) Any event or circumstances analogous to the foregoing.

23.2 The Promoter shall not be held responsible or liable for not performing any of its obligations or undertakings under this agreement if such performance is prevented due to Force Majeure conditions.

23.3 In the event, the offer of possession of the Said Flat/Unit/Apartment is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Said Flat/Unit/Apartment hereunder shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date on which Promoter confirms that it has become impossible for the Promoter to implement the Project. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior, to such termination of the Agreement. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that it 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.

24. RIGHT TO AMEND:

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

25. 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 one two wheeler parking site and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit/Apartment for Residential usage and one two wheeler parking site in case of a transfer, as the said obligations go along with the Unit/Apartment for Residential usage and one two wheeler parking site for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

26.1 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 .C1 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.

26.2 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.

27. SEVERABILITY:

27.1 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.

28. 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 one two wheeler parking site bears to the total area/carpet area of all the Unit/Apartments in the Project.

29. 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.

30. PLACE OF EXECUTION:

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

31. 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/Speed Post at their respective addresses specified below:

(a)

(i) _____ (Name of Allottee)

_____ (Allottee Address)

Joint Allottee Buyer (If Applicable):-

(ii) _____ (Name of Joint Allottee)

_____ (Joint Allottee Address)

(b) **M/s Lotus Realtech Pvt. Ltd.** (Promoter name)

C-501, Nirvana Courtyard, Sec.-50, Gurugram – 122018, Haryana (Promoter Address)

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/ Speed 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.

32. 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.

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the unit/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 the Act or the rules or the regulations made thereunder.

34. 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.

35. DISPUTE RESOLUTION:

All or any disputes arising out or in connection with this Agreement including its existence, 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 referred to and finally resolved by arbitration pursuant to the provisions of the Indian Arbitration and Conciliation Act, 1996 as amendment from time to time. The Parties further agree as follows:

- (i) The seat and venue of the arbitration shall be Gurugram, India.
- (ii) The arbitral tribunal shall consist of 3 (three) arbitrators. The Promoter and the Allotee(s) shall appoint 1 (one) arbitrator each. These 2 (two) arbitrators shall in turn appoint the 3rd (third) arbitrator.
- (iii) The language of the arbitration shall be English.
- (iv) The award of the arbitration panel shall be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by Applicable Law.
- (v) The Parties further agree that the arbitration panel shall also have the power to decide on the costs and reasonable expenses including reasonable fees incurred in the arbitration which shall be shared by both the parties.
- (vi) During the arbitration proceedings, the responsibilities and obligations of the Parties set out in this Agreement shall subsist and the Parties shall perform their respective obligations continuously except for that part which is the concerned matter of dispute in the arbitration.

36. COUNTERPARTS:

This Agreement may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument. Two sets of this Agreement shall be executed on a non-judicial stamp paper of Rs. 100 /-each. The Promoter shall retain one copy of the Agreement and the Allotee(s) shall retain the other copy.

37. INSURANCE:

37.1 After the handing over of the possession of the Said Flat/Unit/Apartment, the Developer or the Association, as the case may be, may get the Project along with the Common Area insured against fire, earth-quake and civil commotion at the expenses of the Allotee(s), provided all the occupiers/Allotee(s) of the flats in. the Project pay and continue to pay the proportionate charges to be incurred by the Developer or the Association, as the case may be. The Allotee(s) shall not do or permit to be done any act which may render void or voidable any insurance of cause increased premium. Such charges shall be integrated with the monthly maintenance charges.

37.2 The Allotee(s) shall be liable to obtain insurance of the Said Flat/Unit/Apartment on his/her own cost and expenses.

38. GENERAL COMPLIANCE WITH RESPECT TO THE SAID FLAT/UNIT/APARTMENT:

- 38.1** The Allottee(s) shall, after taking the physical possession of the Said Flat/Unit/Apartment, be solely responsible to maintain the Said Flat/Unit/Apartment at his/her own cost, in good condition, undertake its repair, if necessary, and shall not restrict access to, or do or suffer to be done anything in or to the Said Flat/Unit/Apartment, or the Common Area, which may be in violation of any Applicable Laws or change or alter or make additions or removals to the Said Flat/Unit/Apartment, thereby affecting its structural stability and creating nuisance.
- 38.2** The Allottee(s) agrees and authorizes that the Developer shall have the right to make additions or put up additional structures in/upon the complex or anywhere in the said complex of the Project, as may be required by Developer or by the Government Authority and such additional structures shall be the sole property of the Developer which the Developer will be entitled to dispose-off in any way it chooses without any interference on the part of the Allottee(s). The Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources.
- 38.3** The Allottee(s) further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Flat/Unit/Apartment.
- 38.4** The Allottee(s) has acknowledges that the electric supply shall be connected up to a single point in the Said Flat/Unit/Apartment and internal electric fitting has to be done by the Allottee(s) himself at his own cost. It is further agreed by the Allottee(s) that he shall be exclusively responsible for the payment of electricity bills directly to the Government Authority or the maintenance company, as the case may be, in respect of consumption of electricity as recorded in the energy meter provided separately for recording consumption of electricity in the Said Flat/Unit/Apartment.
- 38.5** The electric installation charges or fees/deposits with the Government Authorities are not included in the Total Cost of the Said Flat/Unit/Apartment. The load will be provided in terms load requirement provided by the flat/Unit/Apartment owners, accordingly the Developer will apply for the sanction of the electric load from the Government Authorities; all such deposits/fee/installation charges will be contributed by the Allottee(s) in proportion to the area of the Said Flat/Unit/Apartment to the total area of the entire complex.
- 38.6** The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 38.7** In case the Allottee(s) wants to avail of a loan facility from his employer or financing bodies or banks to facilitate purchase of the Said Flat/Unit/Apartment, the Developer shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan, will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per payment plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be charged interest, as contemplated in this Agreement.

- 38.8** The Project shall always be known as "LOTUS HOMZ" and shall never be subject to change by the Allotee(s) or occupants or association of Allotee(s), unless it be changed under the sole discretion of the Developer and accordingly, it will always form a compulsory suffix/prefix to the address of the Allotee(s) in relation to the Said Flat/Unit/Apartment, and also to any advertisement, publicity or promotion of the Project undertaken by the Allotee(s) suo motu.
- 38.9** Upon taking the physical possession of the Said Flat/Unit/Apartment by the Allotee(s), the Allotee(s) shall have no claim absolutely of any nature whatsoever against the Developers to the area of the Said Flat/Unit/Apartment or to any item of work, quality of material used, installations, etc. in the Said Flat/Unit/Apartment (other than as may be permitted under the Agreement) or on any other ground whatsoever and the claim if any shall be deemed to have been waived and given up by the Allotee(s).
- 38.10** The Allotee(s) shall not use the Said Flat/Unit/Apartment or permit the same to be used for any purpose whatsoever other than the purpose agreed/specified in the Agreement. The Allotee(s) shall not use/cause to be used the Said Flat/Unit/Apartment for any business which is not appropriate or conducive to the ambience and prestige of Project. The Allotee(s) specifically undertakes not to use the Said Flat/Unit/Apartment for strictly prohibited activities such as operating manufacturing unit or any other machinery work, whether manual or automatic or any other activity not permitted to be carried out under the Applicable Law. In the event of any sub-lease, assignment/transfer by the Allotee(s) after allotment/handing over of the Said Flat/Unit/Apartment to the Allotee(s), sub-lessee/assignee/transferee shall be bound by the terms and conditions of this Agreement. In case of lease/sub-lease, Allotee(s)/subsequent buyer shall be jointly and severally liable with the lessee/sub-lessee/occupant to pay the maintenance charges, water and other charges to the Developer or the maintenance agency, as the case may be.
- 38.11** The Allotee(s) hereby agrees not to do or allow anything to be done in or about the Said Flat/Unit/Apartment which may tend to cause damage to any flooring or ceiling of any Said Flat/Unit/Apartment over, below or adjacent to his Said Flat/Unit/Apartment or in any manner interfere with the use thereof or of any open space passage or amenities available for common use.

[The execution page follows]

IN WITNESS WHERE OF, the parties hereto have set their respective hands and signed this Agreement for Sale at Gurugram in the presence attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint allottee)

(1) Signature _____
Name: - _____
Address: - _____

Joint Allottee Buyer (If Applicable):-

(2) Signature _____
Name: - _____
Address: - _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name: - **Mr. SANDEEP KADIAN**
Address: - C-501, Nirvana Courtyard, Nirvana Country, Sector – 50, Gurugram – 122018

At Gurugram on this _____ day of _____, 2018 in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

- **SCHEDULE 'A'** - DESCRIPTION OF THE FLAT/UNIT/APARTMENT FOR RESIDENTIAL USAGE
- **SCHEDULE 'B'** - SITE PLAN OF THE PROJECT
- **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)

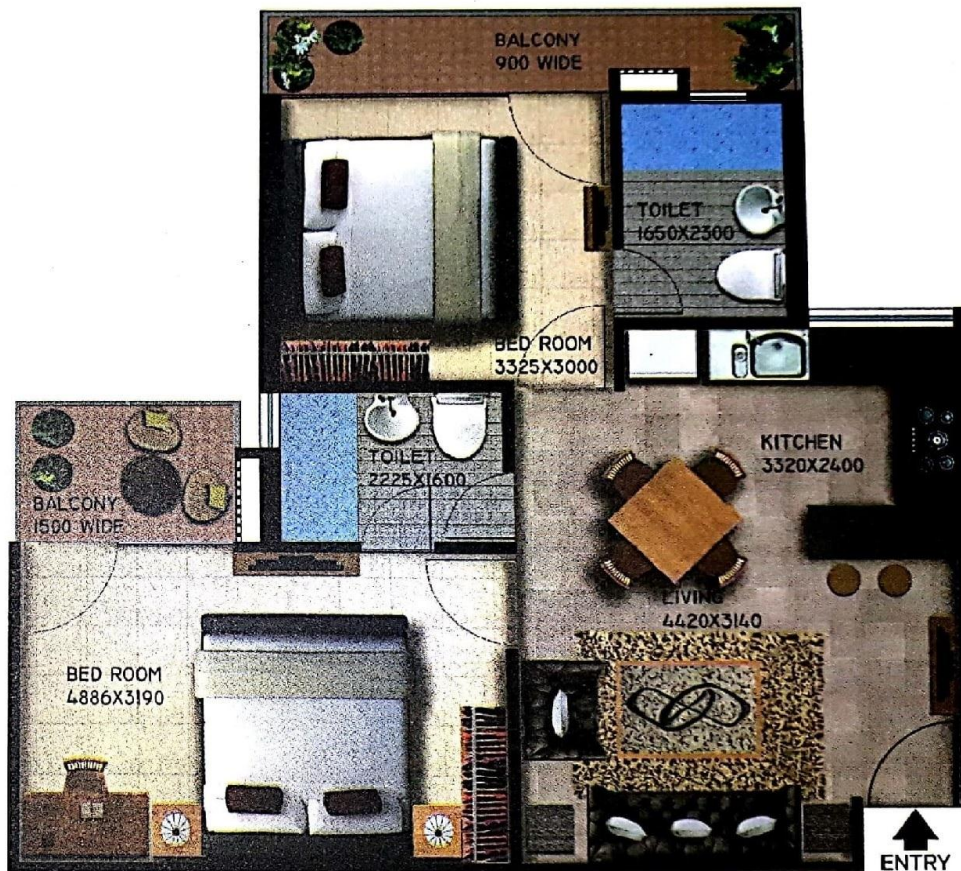
[The 'Schedules' to this Agreement for Sale shall be as agreed to between the parties]

SCHEDULE "A"

TYPE - A1 (2 BHK)

Carpet Area : 56.257 sq.m. (605.55 sq.ft.)

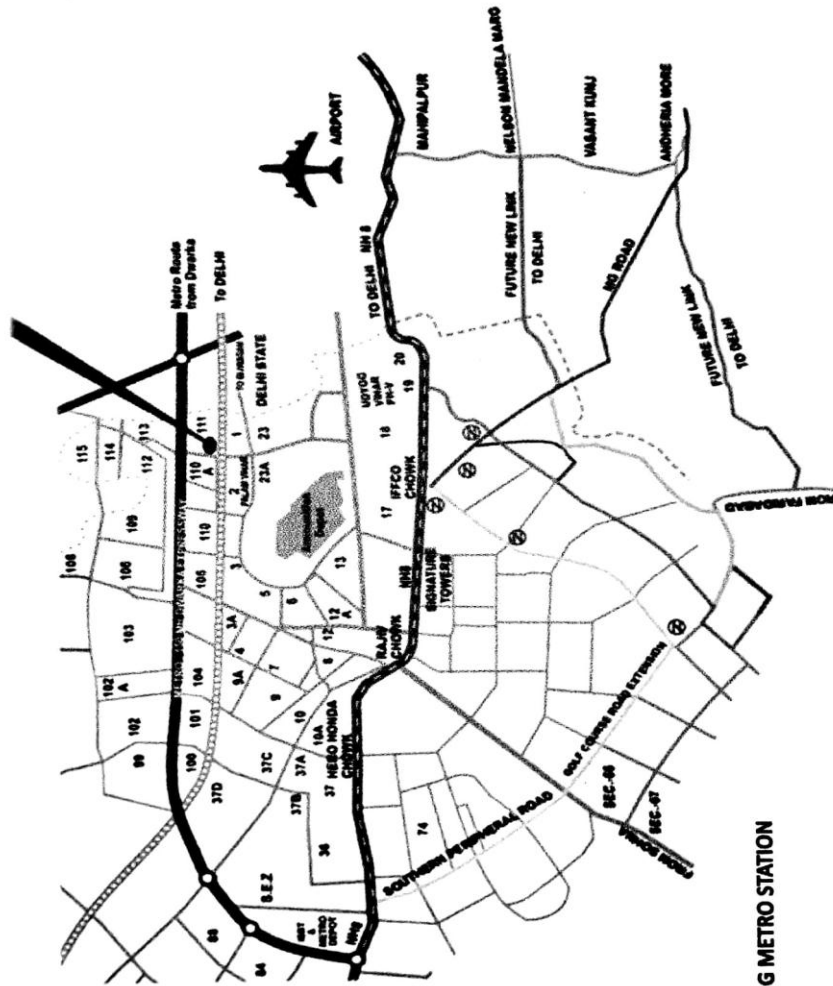
Balcony Area : 8.934 sq.m. (90.35 sq.ft.)



Flat No. –

Tower No. –

• SCHEDULE 'B'



Location map
not to scale

- ⊗ PROPOSED / EXISTING METRO STATION
- FUTURE LINKS
- METRO / 150 METER DWARKA EXPRESSWAY ROAD
- DELHI - JAIPUR HIGHWAY (NH-8)
- RAILWAY LINE

• **SCHEDULE 'C'**

Payment Plan	
At the Time of Application	5% of Total Cost
At the Time of Allotment With 15 Days	20% of Total Cost
Within 3 Months of Allotment	25% of Total Cost
Within 6 Months of Allotment	25% of Total Cost
Within 10 Months of Allotment	12.5% of Total Cost
Within 14 Months of Allotment	12.5% of Total Cost

Lotus Homz Payment Schedule							
Category	Size	Balcony	Total Cost	5% BSP On Booking	20% BSP on Allotment	50% BSP payable within 6 Months of Allotment	12.5% of each Installment
Type - A1 - 2 BHK							
Type - A2 - 1 BHK							
Type - A3 - 1 BHK							
Type - A4 - 1 BHK							
Type - A5 - 1 BHK							
Type - A6 - 1 BHK							
Type - A7 - 1 BHK							

- **SCHEDULE 'D'**
- And
- **SCHEDULE 'E'**

TENTATIVE SPECIFICATIONS

Living/Dining Flooring	Tiles
Bedrooms Flooring	Tiles
Wall Finish	Oil bound distemper
Toilets Wall Finish	Up-to 5 feet tiles and Oil bound distemper in other area
Toilet Flooring	Tiles
Kitchen Flooring	Tiles
Platform	Marble
Wall Finish	Tiles up-to 2 feet high above marble counter & Oil bound distemper in balance area
Others	Single bowl stainless sink
Balcony Flooring	Anti-skid Tiles
Ceiling	Oil based distemper
Window	MS Z Section Window
Main Door	Painted hardwood frame door
Internal Door	Painted hardwood frame door
Chain ware C.P.	Modern and elegant
Fitting	Modern and elegant
Electrical	Use of ISI marked products for wirings, switches and circuits
Security	Gated Complex