

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____,

By and Between

M/s Ojos Developers Private Limited, (CIN No. U45400DL2007PTC170054) a company incorporated under the Companies Act, 1956 having its Registered Office at Upper Ground Floor, Ambadeep Building, 14, Kasturba Gandhi Marg, New Delhi- 110 001 and Corporate Office at 316, Time Tower, M.G. Road, Gurugram-122002 (PAN – AAACO9810B) represented by its authorized signatory _____ (Aadhaar No. _____) authorized *vide* Board Resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is an Individual]

1. Mr./Ms. _____,
(Aadhaar no. _____) son / daughter
of Mr. _____, 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).
- 2.* Mr./Ms. _____,
(Aadhaar no. _____) son / daughter
of Mr. _____, 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).

3.* Mr./Ms. _____,
(Aadhaar no. _____) son / daughter
of Mr. _____, 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).

4.* Mr./Ms. _____,
(Aadhaar no. _____) son / daughter
of Mr. _____, 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).

[If the Allottee is a company]

M/s _____
(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, Mr./Ms. _____
(Aadhaar 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]

M/s _____ a partnership firm registered under the Indian Partnership Act, 1932, having its office at _____

(PAN _____), represented by its authorized partner, _____ (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is a Sole Proprietorship Firm/HUF]

M/s _____ (PAN _____) a Sole Proprietorship Firm/HUF having its place of business / residence at _____

through its Sole Proprietor/Karta Mr. _____ (Aadhar No. _____) son/daughter of Mr. _____ aged about _____ years, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Apartment Act" shall mean Haryana Apartment Ownership Act, 1983 (10 of 1983) and rules framed thereunder;
- (c) "Association of Allottee(s)" or "Association" shall mean association of allottee(s) formed by the Promoter under relevant provisions of the Apartment Act and rules made thereunder;
- (d) "Carpet Area" shall have the meaning as ascribed to it in the Act;
- (e) "Common Areas and Facilities" shall have the same meaning as defined in the Rules;
- (f) "Government" means the Government of the State of Haryana;
- (g) "Interest" shall mean the rate of interest of the State Bank of India highest marginal cost of lending rate plus two percent or such other interest rate as may be specified in the Rules from time to time;
- (h) "Para" means a Para of this Agreement;
- (i) "Rules" means the Haryana Real Estate (Regulation and Development) Rules, 2017;
- (j) "Schedule" or "Annexure" means the schedule / annexure, as the case may be attached to this Agreement;
- (k) "Section" means a section of the Act; and
- (l) "State" shall mean the state of Haryana.

WHEREAS:

- A. The Promoter is in lawful possession of and otherwise well and sufficiently entitled to the contiguous piece of land bearing Mustakil No.89,3/2,4,7 admeasuring approximately 19 Kanal 8 Marla i.e. 2.425 acres in total, situated in the Revenue Estate of Village Badshahpur, Tehsil & District Gurugram, Sector-

70, Urban Estate, Haryana, and described in details in **Schedule A** attached herewith (hereinafter referred to as the (said “**Land**”); The Promoter has acquired the said Land vide sale deed dated 06/12/2007 registered as documents No. 18719 dated 06/12/2007 at the office of Sub-Registrar Gurgaon.

- B. The Promoter has conceived, planned and is in the process of constructing and developing on the said Land, a commercial cum office complex (hereinafter referred to as the said “**Project**”) comprising inter-alia a retail market place from ground floor to third floor by the name of '3 Roads' (the “Retail Complex”) and an office complex from fourth floor onwards with right of ingress and egress from common lift lobby on ground floor level in the name of 'Mii Tower' (the “Office Complex”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been complied with;
- D. The Directorate Town and Country Planning Department (DTCP), Haryana has granted the License to develop the Project vide License no. 131 of 2008 dated 28/06/2008;
- E. The Promoter has obtained approval of the layout plan / demarcation / zoning / site plan / building plan for the Project, as the case may be, from Directorate Town and Country Planning Department (DTCP), Haryana. 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 / and other laws of the State as applicable;
- F. The Promoter has registered the Project under the Provisions of the Act with the Haryana Real Estate Regulatory Authority at HUDA Complex, Sector 6, Panchkula on 10.08.2017 under registration no. 38 of 2017.
- G. The Allottee(s) had applied for a unit/space in the Project vide application dated _____ and has been allotted Unit no. _____ having Carpet Area of _____ square feet approximately and Super Area of _____ square feet approximately, on _____ floor in _____ Complex, along with right to use of _____ (_____) number of stilt / basement parking (if applicable) as permissible under the applicable law and right in the Common Areas as defined under Rule 2 (1) (f) of Rules (hereinafter referred to as the “**Unit**”, more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as **Schedule C**.

- H. The Allottee(s) hereby represent(s) that it has undertaken necessary due-diligence with respect to the Unit and the Project and has reviewed the title documents in respect of the said Land, rights of the Promoter in respect of the Project and approvals and permissions accorded by the competent authorities etc., and has fully satisfied itself about the nature of rights, interests and arrangements of the Promoter in respect of the Unit and has further understood the limitations and obligations of the Promoter in respect thereof.
- I. The Parties have gone through all the terms and conditions, as set out in this Agreement and understood the mutual rights, duties 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 in the State and related to the Project;
- 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(s) hereby agree(s) to purchase the Unit 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 considerations, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement and other agreements, if any, with the allottee(s) who have booked on assured return interest basis, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the Unit for commercial / office use (as the case may be) as specified in Para G.

- 1.2 The Total Price for the Unit based on the Carpet Area is Rs. _____ (Rupees _____ Only). The breakup of the Total Price is more clearly detailed in **Schedule D** 'Pricing Details' annexed hereto.

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount

(hereinafter defined in Clause 1.10) paid by the Allottee(s) to the Promoter towards the Unit;

- (ii) The Total Price as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project (s)) paid/ payable by the Promoter up to the date of handing over the possession of the Unit 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(s) to the Promoter shall be increased/ decreased 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee(s) save and except in case of delay in completion due to Force Majeure Events;

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the Payment Plan attached hereto as **Schedule E**. 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 the Unit includes recovery of price of land, development/ construction of [not only of the Unit] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing specifications as described in **Schedule F**, maintenance charges till offer of possession as per Para 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit in the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time and / or any other charges, payment etc., agreed to be paid by Allottee(s) as per terms of this Agreement. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for

increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee(s) save and except in case of delay in completion due to Force Majeure Events.

The Allottee(s) agree(s) that if deemed necessary by the Promoter, or if any provision of the existing and future laws, guidelines, directions etc. of any Government Authority or the competent authorities made applicable to the said Unit / Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Allottee(s) on pro-rata basis, as and when demanded by the Promoter.

- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in **Schedule E ("Payment Plan")**.
- 1.5 It is agreed that the Promoter shall not make any additions, deletions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule F** in respect of the Unit, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. , Provided that the Promoter may make such additions, deletions or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. However the Allottee(s) acknowledges the Promoter's right to carry out additions, deletion, alterations and changes in the architectural, engineering, design, plans in the Project (including also changes in the unsold areas / units viz removal of walls between the units etc), without affecting the rights of the Allottee(s) herein and consents to any such additions, deletions, alternations and changes.
- 1.6 The Promoter shall confirm the Carpet Area that has been allotted to the Allottee(s) 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(s) within 90 (ninety) days with annual Interest after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return

interest, if any and after deducting the taxes paid by the Allottee towards the Unit from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule E**. Provided that if the increase in the Carpet Area of the Unit is more than 5%, then the Allottee(s) may choose to either pay demand raised by the Promoter towards such increase within 30 days of the demand notice being issued to the Allottee(s) by the Promoter or cancel the allotment. In case of cancellation of allotment under this clause, the Allottee(s) shall be entitled to refund of entire monies paid by the Allottee(s) to the Promoter along with Interest after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any and after deducting the taxes paid by the Allottee towards the Unit. Provided that the Allottee(s) has executed and registered a Cancellation Deed for cancellation of the allotment, if required by the Promoter. 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 that upon execution of Conveyance Deed in favor of the Allottee(s), the Allottee(s) shall have the right to the Unit as mentioned below:

- i) The Allottee(s) shall have exclusive ownership of the Unit along with right to use Reserved Car Parking (if applicable);
- ii) The Allottee(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. 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(s)/ competent authorities after duly obtaining the occupation certificate for the Project from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules. The Allottee(s) shall not have any right on the areas declared as limited common areas and facilities in the declaration filed by the Promoter under Apartment Act, and the right to use such limited common area and facilities shall be limited to allottee(s) who have been specifically authorized to use such limited common areas and facilities. The Promoter shall be entitled to regulate the usage of the limited common areas and facilities and dispose the same as it may deem fit;
- iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Unit as the case may be.

1.8 It is made clear by the Promoter and the Allottee(s) agree(s) that the Unit along with Reserved Car Parking reserved for the said Unit as provided in Para G in the recitals of this Agreement, if applicable (hereinafter referred to as the '**Reserved Car Parking**') shall be treated as a single indivisible unit for all purposes. The Reserved Car Parking shall be identified and allocated by

the Promoter at the time of possession of Unit subject to statutory rules and regulations. The Allottee(s) undertakes not to sell / transfer / deal with or part with possession of the Reserved Car Parking independent of the said Unit and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking or divert the user of the said Reserved Car Parking in any manner whatsoever at any point of time. The Allottee(s) undertakes to park its vehicle in the Reserved Car Parking and not anywhere else in the Project. The Allottee(s) agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Agreement, the Reserved Car Parking along with additionally allotted parking, if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking shall be initiated or followed by the Promoter independently that of the said Unit in any manner whatsoever.

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

- 1.10 The Allottee(s) has/have paid a sum of Rs. _____ (Rupees _____ only) as 'Booking Amount' being part payment towards the Total Price of the Unit for commercial/ office use (as the case may be) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining price of the Unit as prescribed in the Payment Plan [**Schedule E**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delay(s) in payment towards any amount which is payable, it shall be liable to pay prescribed Interest as per the demand raised by the Promoter.

2. MODE & TERMS OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule E**] through A/c Payee cheque / demand draft/ bankers cheque or online payment (as applicable) in favour of '**Ojos Developers Private Limited**' payable at Gurugram or such other account as may be communicated by the Promoter from time to time.
- 2.2 For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. In case the Allottee(s) make(s) any payment by an outstation cheque, then the payment shall be deemed to have been received on the date the cheque gets credited into the bank account as designated by the Promoter. Further, the applicable bank charges for clearing of such outstation cheques shall be borne and paid by the Allottee(s) and the Promoter shall not be responsible for the same.
- 2.3. In the event any cheque is dishonoured by the bank for any reason whatsoever, the Allottee(s) shall be liable to pay the applicable cheque dishonour (i.e. bounce) charges as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the competent authorities / bank in respect of the same from time to time. The Allottee(s) confirms payment of aforesaid charges shall be in addition to the liability of the Allottee(s) of payment of Interest on the delayed payments as per the terms of this Agreement.
- 2.4. The Allottee(s) shall be issued a receipt by the Promoter against every payment made through demand draft / cheque/online payment by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5. The Allottee(s) further agree(s) that except as specifically expressed under this Agreement, the Promoter is not required to send reminder / notices to the Allottee in respect of the payment obligations and other obligations of the Allottee(s) as set out in this Agreement to be met by the Allottee(s) and the Allottee(s) is required to adhere to the timelines and comply with all its obligations on its own.
- 2.6. The Allottee(s) shall make the payment to the Promoter after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount shall be credited to the account of the Allottee(s) on submission of proof of payment / deposition of "TDS on purchase of property" to the government account and TDS certificate in Form-16B. The payment(s) made by the Allottee(s) shall be deemed to be made after due compliance with all TDS and/or any other taxes as may be applicable and the Promoter shall not be under any

liability/obligation to ensure the compliance of the same by the Allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), 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 there under 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(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with 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 Unit 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(s) authorize(s) the Promoter to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, in its name and the Allottee(s) undertake(s) not to object/ demand/ direct the Promoter to adjust his payments in any manner. The Allottee(s) agree(s) and understand(s) that the payments made by it shall be first adjusted towards the payment / satisfaction of any outstanding and/or past interests/dues/amounts, if any, and thereafter shall be adjusted towards the payments to be made towards Total Price.

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 to the Allottee(s) and the Common Areas to the Association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules.

The Allottee(s) agree(s) that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee(s) is essence of this Agreement and payment of installments of the Total Price and other charges shall be made by the Allottee(s) in accordance with the Payment Plan as per demands raised by the Promoter. The Payment Plan as detailed in **Schedule E** shall be final and binding on the Allottee(s). Notwithstanding anything contrary contained herein, in the event of delay in payment of any installment/ amount payable by the Allottee, the Allottee shall be liable to pay Interest on the due amount for period of delay. Such period of delay will be calculated from the due date of payment till the date of actual payment of all due amounts along with Interest by the Allottee to the Promoter.

6. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has/have seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, and facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the said Unit 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 competent authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities.

7. POSSESSION OF THE UNIT:

- 7.1 Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas to the Association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement. The Promoter shall offer possession of the Unit to the Allottee(s) on or before 31st day of December 2020, as per agreed terms and conditions, provided the Allottee(s) is not in breach of the terms of this Agreement and or unless there is delay due to force majeure events including flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, Court orders, Government policy/ guidelines, decisions,

notification, order of any authority, change in law, etc. and for affecting the regular development of the real estate project (hereinafter collectively referred to as the “**Force Majeure Events**”) and provided further that the Promoter has received the Total Price and other amounts payable by the Allottee(s). If, the completion of the Project is delayed due to the above Force Majeure Events, then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. It is clarified that the time period for handing over possession of the Unit can also be extended as per the mutual agreement between the Parties.

The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure Events as mentioned above, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) and also after adjusting the amount receivable from the Allottee(s) as per the terms of this Agreement, on proportionate basis the amount received by the Promoter from the Insurance Companies provided that the Allottee(s) has/have executed and registered a cancellation deed in respect of cancellation / termination of allotment of the said Unit, if required by the Promoter. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money to the Allottee(s), the Allottee(s) agree(s) 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.

- 7.2 **Procedure for taking possession of built-up Unit** - The Promoter, upon obtaining the occupation certificate or part thereof of the Project shall offer in writing the possession of the Unit within 3 (three) months from the date of above approval, to the Allottee(s) as per terms of this Agreement. The Allottee(s) shall clear all his/her/their dues within the time specified in the offer of possession and take over possession of the Unit. The execution of title documents including possession letter, conveyance deed in favour of the Allottee(s) shall be subject to receipt of the Total Price and all other charges / amounts from the Allottee(s) as detailed in this Agreement. The Allottee(s) shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

The Promoter agrees and undertakes to indemnify the Allottee(s) 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 the Project at the time of conveyance of the same. The Allottee(s), agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ Association of Allottee(s)/ competent authority, as the case may be from the date of offer of possession.

The Allottee(s) shall also pay an Interest Free Maintenance Security Deposit (“IFMS”) calculated @ Rs. 150/- per sq. ft. of the Super Area of the said Unit as per the **Schedule D** (Pricing Details) and **Schedule E** (Payment Plan)

annexed herewith.

In addition to the above, the other terms and conditions relating to maintenance services, use of Common Areas and Facilities and maintenance, payment of IFMS, sinking fund, maintenance charges, shall be as set out in the maintenance agreement to be executed by the Allottee(s).

- 7.3 **Failure of Allottee(s) to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Unit to the Allottee(s) as per terms and conditions of the Agreement. In case the Allottee(s) fail(s) to comply with the essential documentation, undertaking, etc. or fail(s) to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable (i) to pay maintenance charges and (ii) holding charges @ Rs. 20 (Rupees Twenty Only) per sq. ft. of the Super Area ("Holding Charges") of the said Unit per month from the date of offer of possession and the Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the Unit, its fittings, fixtures thereafter, in any manner whatsoever. The Allottee(s) shall be deemed to have taken over the possession of the said Unit from the date of offer of possession only for the purpose of payment of maintenance charges. However the possession of the said Unit shall be handed over by the Promoter to the Allottee only upon payment of all dues and execution and registration of conveyance deed in favour of the Allottee(s).
- 7.4. **Possession by the Allottee(s)** - After obtaining the occupation certificate of the Project it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas and Facilities to the Association of Allottee(s) or the competent authority, as the case may be.
- 7.5 **Cancellation by Allottee** – The Allottee(s) shall have the right to cancel/ withdraw its allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Unit and terminate this Agreement in respect of the said Unit and forfeit the (i) Booking Amount paid for the allotment, (ii) interest component on delayed payment (payable by the Allottee(s) for breach of agreement and non payment of any due payable to the Promoter) and (iii) taxes paid by the Allottee(s), (iv) brokerage paid by the Promoter in respect of the said Unit and (v) after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any,. The balance amount of money paid by the Allottee shall be returned /refunded by the Promoter to the Allottee within 90 (ninety) days of such cancellation, provided that the Allottee(s) has/have executed and registered a cancellation deed in respect of cancellation / termination of this Agreement, if required by the Promoter.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any actual 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.

Except for occurrence of a Force Majeure Events, if the Promoter fails to complete or is unable to give possession of the Unit.

- (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 due to abandonment or the Promoter is unable to continue the Project or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any, and after deducting the taxes paid by the Allottee towards the Unit, in the manner as provided under the Act within 90 (ninety) days of it becoming due. Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) Interest for every month of delay, till the offer of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee(s) shall not be entitled to continue in the Project and the Promoter will refund the amount received by him in respect of the Unit, with Interest after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any and after deducting the taxes paid by the Allottee towards the Unit in the manner as provided under the Act within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable rights with respect to the said Land and 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) Details of encumbrance upon the Said Land or the Project is as specified in **Schedule A Part II** attached herewith;
- (iv) All approvals, licenses, permits, sanctions and permission issued by

the competent authorities with respect to the Project, Unit and said Land ,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, Unit, Building and Common Areas and Facilities;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit 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 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, possession of the Unit to the Allottee(s). The Common Areas and Facilities will be handed over to the Association of Allottee(s) or the competent authority, as the case may be, after the completion of the entire Project and grant of occupation certificate for the Project. ;
- (ix) The said Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the said Unit;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the offer of possession of Unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 including rules thereof, equipped with all the specifications, amenities , facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) 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 Events, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to offer possession of the Unit to the Allottee(s) 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, 'offer of possession' shall mean that the Unit is complete in all respects with respect to 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 the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Subject to serving a written notice of 90 days to Promoter to rectify such default stop making further payments to Promoter as may be demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with Interest, after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any, and after adjusting the taxes paid by the Allottee(s), within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, Interest for every month of delay till the handing over of the possession of the Unit which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of any of the following events:

- (i) In case the Allottee(s) fail(s) to make payments for any demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay Interest to the Promoter on the due amount in terms of clause 5;
- (ii) In case of default by Allottee(s) 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

Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the (i) Booking Amount paid for the allotment, (ii) Interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) (iii) taxes paid by the Allottee(s), (iv) brokerage paid by the Promoter in respect of the said Unit and (v) after adjustment of any amount paid by the Promoter to the Allottee(s) towards assured return interest, if any. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation, provided that the Allottee(s) has/have executed and registered a Cancellation Deed in respect of cancellation / termination of this Agreement if required by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE DEED OF THE UNIT:

The Promoter, on receipt of Total Price of Unit, shall execute a conveyance deed in favour of Allottee(s) preferably within 3 (three) months but not later than six months from possession.

Provided that, the Unit 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(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

11. MAINTENANCE OF THE SAID BUILDING/UNIT:

The Promoter shall have a right to appoint a maintenance agency who will be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottee(s) upon the issuance of the occupation certificate for the Project. The cost of such maintenance until the offer of possession of the said Unit to the Allottee has been included in the Total Price of the Unit and thereafter the Allottee(s) shall be liable to pay the maintenance and other charges in respect of the Unit at the rates prescribed by the said maintenance agency. In case, the Allottee(s) / Association of Allottee(s) fail to take possession of the essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the maintenance agency appointed by the Promoter has a right to recover maintenance charges and other charges (as set out in the maintenance agreement) for the period it continues to provide the maintenance services.

In addition to the maintenance charges, the Allottee(s) shall pay to the Promoter / Maintenance Agency or the competent authorities, as may be required, the monthly electricity charges as per the bills raised on the basis of actual consumption based on the readings of meter installed for the said Unit, charges for water consumption and any other utility charges as may be applicable.

The Allottee(s) agree(s) to execute a separate maintenance agreement detailing the terms and conditions for maintenance of Common Areas and Facilities of the Project with the Promoter/its nominated Maintenance Agency.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect (as defined in the Rules) or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to the development of the Project is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days or such other reasonable time as may be required to rectify the defect of similar nature, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

If there is any damage or destruction in the Project or any portions thereof for any reason other than structural defects, where such damage or destruction occurs after the completion of the Project, all the Unit owners shall have the right to repair or rebuild such structural defect and the Unit therein. Subject to Applicable Law, the repair or reconstruction of the Project, shall be carried out on the basis of the sanctioned plan and other approvals that may be required. All the Unit owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association of Allottee(s) for these purposes in accordance with the rules and regulations stated herein. Without prejudice to the foregoing, the Allottee(s) agree(s) that the proceeds of any insurance that may be obtained by the Association of Allottee(s) for insuring Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

The Allottee(s) acknowledge(s) that there are several products /equipment /services to be provided by third party (for example lifts, ac, chillers, DG sets, firefighting equipments etc.). The warranty and guarantee provided by the respective third party may be available to the Allottee(s) as per the products/equipment /services specifications and the Allottee(s) can approach

such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any such third party products/ equipment / services.

13. RIGHT TO ENTER THE UNIT:

The Promoter/ Maintenance Agency/ Association of Allottee(s)/ competent authority shall have rights of access of Common Areas and Facilities, parking spaces and other areas in the Project for providing necessary maintenance services and the Allottee(s) agree(s) to permit the Promoter /Association of Allottee(s) and/ or Maintenance Agency/ competent authority to enter into the Unit after giving due notice and entering the said Unit during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of basement(s) and service areas: - The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces, limited common areas and facilities and other 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(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottee(s) formed by the Promoter / Allottee(s) for rendering maintenance services. The use of the said Unit by the Allottee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter / Maintenance Agency for such occupation/usage. Further, the Promoter/ Maintenance Agency reserve the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee(s) along with other occupants in the Building / Project.

The Allottee(s) shall use / cause to be used the said Unit only for commercial / office (as the case may be) purposes in and subject to terms and conditions of allotment as under this Agreement and any change in the specified usage which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement and the Allottee shall be solely responsible in respect of any penal action, damages or loss due to misuse/any other use than the permitted use asunder this Agreement and the Allottee(s) shall indemnify and keep the Promoter /Maintenance Agency harmless in respect thereof.

The Allottee(s) shall comply with the applicable laws including but not limited to such other Rules/regulations/notifications made there under, and approval and permissions in respect of the said Land and the Project.

The Allottee(s) shall not use or permit use of the said Unit for carrying out objectionable trade or use the same for immoral or illegal purposes or in any manner which may or is likely to cause nuisance or annoyance to buyers / occupiers of other units or which may interfere with the peaceful possession and occupation of other owners / occupants.

The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee(s) at the said Unit and/or any accident or injury caused or occasioned to the Allottee(s), its visitors or any employee or the workers engaged by the Allottee(s) due to lift or some other events, on account of any lapses / failure / shortcomings on part of the Allottee(s)/its employees/workers/staff/visitors etc. Further, the Allottee(s) shall indemnify and keep harmless the Promoter / Maintenance Agency against all claims or liabilities in respect of the same.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PROJECT:

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at its 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, 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 and keep the Unit 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(s)/ Association of Allottee(s) further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s)/ Association of Allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit, as the case may be.
- 15.3 The Allottee(s)/ Association of Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottee(s) and/ or Maintenance Agency

appointed by Association of Allottee(s)/ competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15.4 Upon handing over possession of the Unit, the Allottee(s) shall not make any structural alterations to the Unit and/or effect any change to the plan or elevation attached to the Unit. The Allottee(s) shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof.
- 15.5 The Allottee(s) specifically agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand, Government rates and taxes, municipal tax, property tax, wealth tax, fees, charges, taxes of all and any kind by whatever name called levied now or leviable in future on the said Project Land and/or Project or the Unit, as the case may be, as assessable/applicable from the date of offer of possession of the Unit to the Allottee(s) and the same shall be borne and paid by the Allottee on proportionate basis. If the Unit is assessed separately, the Allottee(s) shall pay directly to the competent authority and if the Unit is not assessed separately then the same shall be paid on proportionate basis.

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

The Parties are entering into this Agreement for the allotment of a Unit 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 it shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has/have taken or agreed to take such Unit. Notwithstanding the above the Promoter shall have the right and authority to raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of conveyance deed in favour of the Allottee(s)

19. APARTMENT OWNERSHIP ACT OF HARYANA:

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of The Haryana Apartment Ownership Act, 1983.

20. BINDING EFFECT:

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

If the Allottee(s) fail(s) 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(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any Interest or compensation whatsoever, after adjusting the taxes. If, however, after giving a fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) 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 and Reserved Car Parking (if applicable).

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in this Agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties and the Allottee(s) shall extend full co-operation in respect of the same. .

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

The Allottee(s) may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/ body corporate in its place in respect of the said Unit, as may be permitted by the Promoter subject to:

- (a) Receipt of written request from the Allottee(s);
- (b) clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
- (c) Payment of the administrative charges by the Allottee(s) as prescribed or as may be revised from time to time along with the applicable taxes;
- (d) Signing/execution by the Allottee(s) of such documents/applications as may be required by the Promoter;
- (e) The Allottee(s) obtaining no objection certificate / letter from the Promoter and/or Maintenance Agency, as the case may be;
- (f) the assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter; and
- (g) In case the transferor has secured any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

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 and Reserved Car Parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit and Reserved Car Parking (if applicable) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan **[Schedule E]** 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(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

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

Wherever in this Agreement, it is stipulated that the Allottee(s) 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 any other usage bears to the total area/ Carpet Area of all the Units in the Project.

27. INDEMNITY

The Allottee(s) shall abide by the terms of approvals and permissions in respect of the said Unit / said Project / said Land, as well as all applicable laws in respect of the same. The Allottee(s) shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of /breach of applicable laws of the competent authorities by the Allottee(s).

The Allottee(s) shall indemnify and hold harmless the Promoter from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee(s) under this Agreement or due to any misrepresentation / concealment / suppression of material facts made by the Allottee to the Promoter. Any claim so made shall be paid forthwith by the Allottee(s) to the Promoter without any delay. In the event of failure of payment of such damages / compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts deposited by the Allottee(s) with the Promoter under the terms of this Agreement.

28. RAISING OF FINANCE BY ALLOTTEE(S)

The Allottee(s) agree(s) that it shall take prior written permission of the Promoter in case the Allottee(s) opts for a loan arrangement with any financial institution/banks, for the purposes of purchase of the said Unit. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee(s) shall not hold the Promoter responsible for same or shall not

take such refusal as an excuse for non-payment of further installments/dues. Further, the title documents in favour of the Allottee(s) shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee(s) has opted for such loan arrangement.

Any loan facility from banks / financial institutions availed by the Allottee(s) in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

The Allottee(s) understand(s) and agree(s) that the Promoter shall always have the first lien / charge on the said Unit for all unpaid dues and outstanding amounts payable by the Allottee(s).

The Allottee(s) agree(s) that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project/ said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee(s) or excuse the Allottee(s) from making the payment of the Total Price / other amounts / charges payable in respect of the said Unit or performing all other obligations by the Allottee(s) hereunder or be the basis of any claim against or liability of the Promoter.

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. In case the allotment of the Unit is on assured return interest basis, the Allottee(s) undertakes to execute a separate MoU/Agreement ("MoU") with the Promoter recording further terms and conditions in respect of the same and variation, if any to the terms herein. Allottee(s) acknowledges that in the event of inconsistency between the MoU and terms of this Agreement the terms of the MoU shall prevail.

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(s), in Gurugram. After the Agreement is duly executed by the

Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar at Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

31. NOTICES:

That all notices to be served on the Allottee(s) 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 & Address of the Allottee/s

Name & Address of Promoter

M/s Ojos Developers Pvt. Ltd.

316, Time Tower, M.G. Road, Gurugram-122002

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

32. JOINT ALLOTTEES:

That in case there are Joint Allottee(s), 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 Allottee(s).

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made 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 of India prevalent in the State for the time being in force.

35. STAMP DUTY AND REGISTRATION CHARGES

The cost of stamp duty, registration charges, other incidental charges, all taxes, cess, duties etc. in respect of this Agreement, Conveyance Deed, Cancellation Deed or any other document in respect of the said Unit will be borne and paid by the Allottee(s) in addition to Total Price for the said Unit and other costs and charges payable under this Agreement, as and when necessity arises shall keep the Promoter fully absolved and indemnified in this connection. Further, stamp duty, registration charges, other incidental charges, all taxes, cess, duties etc. in respect of Conveyance Deed of Common Areas in favour of the Association of Allottee(s) will also be borne and paid by the Allottee(s) on pro-rata basis, as and when necessity arises. The Allottee(s) will be required to fulfill all requirements as may be required under applicable Laws for execution and registration of the conveyance deeds

36. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s): (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

(3) Signature :
Name :
Address :
.....

Please affix
photograph and
sign across the
photograph

(4) Signature :
Name :
Address :
.....

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: **OJOS DEVELOPERS PVT. LTD.**

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

Please affix
photograph and
sign across the
photograph

At **Gurugram** on _____ in the presence of :

WITNESSES:

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

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

SCHEDULE 'A'	-	DESCRIPTION OF THE LAND		
SCHEDULE 'B'	-	DESCRIPTION OF THE UNIT		
SCHEDULE 'C'	-	FLOOR PLAN OF THE UNIT		
SCHEDULE 'D'	-	PRICING DETAILS		
SCHEDULE 'E'	-	PAYMENT PLAN		
SCHEDULE 'F'	-	SPECIFICATIONS, FACILITIES	AMENITIES AND	

SCHEDULE 'A'

DESCRIPTION OF THE LAND

All that piece and parcel of the undivided and contiguous piece of land bearing Mustakil No. 89,3/2,4,7 admeasuring approximately 19 Kanal 8 Marla i.e. 2.425 acres in total, situated in the Revenue Estate of Village Badshahpur, Tehsil & District Gurgaon, Sector-70, Urban Estate, Haryana. The details of which are as under:

S.No.	Rectangle no	Kila no	Total Area	
			Kanal	Marla
1	89	3/2	3	8
2	89	4	8	0
3	89	7	8	0
Total			19	8
in Acres			2.425	

Note: The Allottee(s) has/have carried out thorough due diligence to its entire satisfaction relating to the right, title and interest of the Promoter in the said Land after going through ownership records, tentative building plans, inspection of site and other documents relating to the title of the Promoter to the said Land, which had been duly provided by the Promoter for inspection as per the Allottee(s) demand.

SCHEDULE 'A' PART II

DETAILS OF ENCUMBRANCES

Whether any encumbrance on said Land or Project :

Yes / **No** (tick whichever is applicable)

If Yes the details of encumbrance to be specified here:

SCHEDULE 'B'
DESCRIPTION OF THE UNIT

1. Unit No. _____, Floor No. _____

2. Name of the Complex: _____

3. Area (approx.):

Carpet Area _____ Sq.ft.

Covered Area _____ Sq.ft.

Super Area _____ Sq.ft.

4. * No. of Reserved Car Parking(s): _____

*** Note:**

The parking has been offered by the Promoter to the Allottee(s) on the basis of specific request of the Allottee(s). The Allottee has agreed to purchase the said Unit with the number of Reserved Car Parking(s) as mentioned in point no. 4 of this 'Schedule B'. Further, the Allottee(s) will not make any claim/ demand from the Promoter in this regard.

SCHEDULE 'C'
FLOOR PLAN OF THE UNIT

**SCHEDULE 'D'
PRICING DETAILS**

S.No.	Charges	Rate per Sq.ft. (as per Carpet Area) (in INR)	Rate per Sq.ft. (as per Super Area) (in INR)	Total Amount (in INR)
1	Basic Sale Price			
2	Preferential Location Charges (PLC)
3	External Development Charges*/ Infrastructure Augmentation Charges*			
4	Infrastructure Development Charges*			
5	Electrical Connection Charges*			
6	GST/Any other taxes as may be applicable*			
7	Any Other Charges			
	Total Price			

Total Price for the said Unit (in words): Rupees _____

_____ **Only.**

*** said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject**

to variation, in case of any change/modification by the concerned authority/department with prospective and/or retrospective effect.

Note:

1. Interest Free Maintenance Security Deposit (IFMS) @ Rs. 150/- (Rupees One Hundred and Fifty Only) per sq. ft. of Super Area, has not been considered in the Total Price specified above as it being a deposit and shall be demanded as per the provisions contained in the Agreement.
2. The Total Price specified above is exclusive of the maintenance charges from the date of offer of possession of the Unit till the handover of the common areas to the association of unit owners of the Complex, which the Allottee(s) is liable to pay at the rates specified by the Promoter or its designated maintenance agency.
3. All payments are to be made through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of 'Ojos Developers Private Limited' payable at Gurugram or such other account as may be communicated by the Promoter from time to time.
4. All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The Allottee(s) is required to submit to the Promoter TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited, so that the appropriate credit may be allowed to the account of the Allottee(s).
5. Taxation particulars of **Ojos Developers Pvt. Ltd.** are as under:

PAN No. : **AAACO9810B**

GST Identification No.: **06AAACO9810B1ZU**

6. The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Allottee(s) in addition to Total Price for the said Unit
7. The Electrical Connection Charges which inter-alia includes cost of electricity connection, electric wiring, transformers, installation of electric sub-station, laying of transmission lines, street lighting, expenses incurred on other allied works etc., are based on estimates and are subject to variation. In case of any upward revision in future by the govt. agencies, the same would be recovered on pro-rata basis from the Allottee(s)

SCHEDULE 'E'

PAYMENT PLAN

A. DOWN PAYMENT PLAN

Application Amount	10% of Total Price
Within 30 days of Application	10% of Total Price
Within 60 days of Application	75% of Total Price
On Offer of Possession	5% of Total Price + 100% of [IFMS+ Stamp Duty & Registration Charges+ Other Charges]

B. INSTALLMENT PAYMENT PLAN

Stages	For "3 Roads" – Retail Complex	
I	Application Amount	10% of Total Price
II	Within 75 days of Application	5% of Total Price
III	On Commencement of Construction	5% of Total Price
IV	On Casting 2 nd Basement (Lowest Level) Roof Slab	10% of Total Price
V	On Casting 1 st Basement (Upper Level) Roof Slab	10% of Total Price
VI	On Casting of Ground Floor Roof Slab	10% of Total Price
VII	On Casting of 1 st Floor Roof Slab	10% of Total Price
VIII	On Casting of 2 nd Floor Roof	10% of Total Price

	Slab	
IX	On Casting of 3 rd Floor Roof Slab	10% of Total Price
X	On Completion of Brick Work & Plaster Work of Façade	10% of Total Price
XI	Installation of Services	5% of Total Price
XII	On Offer of Possession	5% of Total Price + 100% of [IFMS + Stamp Duty & Registration Charges+ Other Charges]

Stages	For "Mii Tower" – Office Complex	
I	Application Amount	10% of Total Price
II	Within 75 days of Application	5% of Total Price
III	On Commencement of Construction	5% of Total Price
IV	On Casting of 1st Basement (Upper Level) Roof Slab	10% of Total Price
V	On Casting of Ground Floor Roof Slab	10% of Total Price
VI	On Casting of 2 nd Floor Roof Slab	10% of Total Price
VII	On Casting of 4 th Floor Roof Slab	10% of Total Price
VIII	On Casting of 6 th Floor Roof Slab	10% of Total Price

IX	On Casting of 8 th Floor Roof Slab	10% of Total Price
X	On Completion of Brick Work & Plaster Work of Facade	10% of Total Price
XI	Installation of Services	5% of Total Price
XII	On Offer of Possession	5% of Total Price + 100% of [IFMS + Stamp Duty & Registration Charges+ Other Charges]

C. Mutually agreed any other plan herein referred to as "Other Plan"

Payment Plan Opted by the Applicant(s): _____ Plan

Note:

- i. The Applicant(s) hereby clearly agree(s) and undertake(s) that in case booking of Unit(s) is done on or after the commencement of construction at the site then the payment mentioned above shall become due up till the stage of construction is completed within 45 days of application and the Applicant(s) hereby unconditionally agrees to pay the total amount as per the stages completed in the above mentioned Payment Plan within a period of 45 (forty-five) days from the date of the said Application/booking.
- ii. Stamp Duty, Registration Charges and any other charges incurred on facilitating registration shall be payable along with the last installment based on prevailing rates.

SCHEDULE 'F'

SPECIFICATIONS, AMENITIES AND FACILITIES

RETAIL COMPLEX 3ROADS		
Retail Shops		<ul style="list-style-type: none"> • Glass / Brick / stone / paint storefronts storefront portals to be provided. Open to Air / Covered passage along the units. • Shops provided are bare shell. Flooring, tiles, wall finishing shall be done by Allottee / Buyer / User at its own cost.
Ground, First, Second & Third Floors		
Structure		<ul style="list-style-type: none"> • RCC slab and column structure with masonry / dry wall partitions.
Exterior & Finishes		<ul style="list-style-type: none"> • Lobbies finished with Combination of Glazed, Stone, Plaster & painted surfaces • Concrete finish in the tenant area floor • Finished common toilets with walls and floor tiles along with modern fittings and fixtures • Brick or Block work for external walls and block work / dry wall for internal partitions.
Lobbies, Floor finish, Common Toilets, Walls		
Parking		<ul style="list-style-type: none"> • Two level basements for parking and services along with limited surface parking
Landscape		<ul style="list-style-type: none"> • Landscaped central Promenade / Boulevard with decorative pavers. • Pedestrian plaza designed with seating areas and kiosks
Security		<ul style="list-style-type: none"> • Manned security and Boom barrier at all vehicular entry & exit points • CCTV Surveillance at all lift lobbies.
Manned security Video Surveillance		

Life Safety		
Wet Riser/ Hose Reels/ Sprinklers/ Fire extinguishers External Fire hydrants		<ul style="list-style-type: none"> • Provided as per NBC norms
AC		
AC System, Space Ventilation and Exhaust		<ul style="list-style-type: none"> • Provision for Water-cooled chiller based system, with provision for Allottee / Buyer / user to install their own AHU's • Provided for Common toilets and basements as per NBC norms
Electrical		
Distribution Metering, Lightening protection, Earthing Pits & Emergency Lighting		<ul style="list-style-type: none"> • Provision of cable up to owner distribution board • Owner load will be metered • Emergency lighting in selected common area
Captive Power		<ul style="list-style-type: none"> • Adequate power backup through DG sets designed and installed in compliance with emission norms. Subject to rule & regulation of local authority & maintenance agency
Signage		
Internal		<ul style="list-style-type: none"> • Main lobby / entrance, equipped with tenant directory and directional signs
Communication		
DTH Connection & Telephone		<ul style="list-style-type: none"> • Provision for DTH Connection • Provision for fixed line

OFFICE COMPLEX Mii TOWER		
Office		<ul style="list-style-type: none"> Office modules of Various sizes. Entrance through lobby at Ground floor level.
Structure		<ul style="list-style-type: none"> Earthquake Resistant RCC structure designed in compliance with all requirements of the Seismic Zone 4 as prescribed in the Indian Standard Code. RCC column-beam framed structure.
Finishes		<ul style="list-style-type: none"> External façade finishes in materials such as Exterior glass, Stone cladding and paint etc. Glazed aluminum windows and fenestration along with curtain glass in locations according to elevation requirements Lobbies finished with materials such as imported/ Indian marble, tiles, Painted wall and ceiling finishes. Broom finish Tremix flooring along with painted column and wall finishes. Concrete floor with Adequate finishing margin shall be left on the floor for client fit out works. Provision for services will be provided for common toilets on each floor. Finish floor to finish floor height 4200mm on all office floors approx.
Exterior		
Lobbies		
Basements		
Tenants Floor finish		
Common Toilets		
Floor to Floor Height		
Parking		<ul style="list-style-type: none"> Two level of basements for parking and services.
Landscape		<ul style="list-style-type: none"> Beautifully designed & landscaped dedicated office drop-off at Ground floor level.
Security		<ul style="list-style-type: none"> Provision for CCTV surveillance shall be provided. Manned Security and Boom barriers at all vehicular entry & exit points

Fire & Life Safety		
Fire Detection system		<ul style="list-style-type: none"> • Provided in accordance with the Fire Safety norms as per the NBC. • Wet Risers, Fire Hose reels, Fire Extinguishers and Sprinklers – provided as per norms. Yard Hydrants and Firefighting pumps installed at lower levels as per the NBC norms along with dedicated Fire Tanks. • Provision for Fire Exits and Escape Stairs at appropriate locations in accordance with the NBC.
Fire Fighting and Suppression		
Fire Escape		
HVAC		<ul style="list-style-type: none"> • Provision for Water-cooled chiller based system, with provision for Allottee/ Buyer/ User to install their own AHU's • Mechanical Ventilation system in compliance with NBC norms for Common areas and Basements.
Electrical		<ul style="list-style-type: none"> • Power Supply from the DHVBNL shall be made available. • Adequate power backup through DG sets designed and installed in compliance with emission norms. • Power supply cables shall be drawn to the single distribution board at each floor. • Dual energy meters installed for each tenant to measure consumption of normal power and backup power supply separately. • Adequate provisions for Telephone, Voice and Data connectivity through multiple service providers. • Architectural lighting to illuminate the complex . Emergency Lighting in key common areas.
Normal power source		
Power Back up		
Power Distribution		
Metering		
Communications		
Lighting and illumination		
Signage		<ul style="list-style-type: none"> • Main Lobby equipped with tenant directory and directional signs
Internal		

ENDORSEMENT – I

S.No.	I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:
1.	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
2.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
3.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
4.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
	TRANSFEROR(S)	TRANSFeree(S)

The above Transfer is hereby confirmed

Signature of Developer
 Endorsed on _____

ENDORSEMENT – II

S.No.	I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:
1.	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
2.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
3.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
4.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
	TRANSFEROR(S)	TRANSFeree(S)

The above Transfer is hereby confirmed

Signature of Developer
 Endorsed on _____

ENDORSEMENT – III

S.No.	I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:
1.	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
2.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
3.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
4.*	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____	Name: _____ S/W/D of/ Through _____ _____ R/o/Having it's Office _____ _____
	TRANSFEROR(S)	TRANSFeree(S)

The above Transfer is hereby confirmed

Signature of Developer
 Endorsed on _____