

**PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY**

The allotment and sale of commercial space in "[**Marine Square**]" is subject to the terms and conditions as set out in this Buyer's Agreement ("**Agreement**") along with the annexures attached hereto and upon its execution the Allottee agrees and confirms having read, understood and accepted and shall otherwise be deemed to have read, understood and accepted this entire Agreement.

The Company shall reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made to any provision of this Agreement unless as may otherwise be separately advised in writing by the Company.

**Instructions for execution of the Buyer's Agreement**

- (i) Kindly manually sign your full signature (as used to operate your bank account) along with the signatures of each of the joint applicants, if any, at the bottom of each and every page of this Agreement including all its annexures except the blank pages, if any. Kindly also sign on the stamp paper attached in both the copies of this Agreement which forms and is an integral part of this Agreement.
- (ii) Kindly affix, at the place provided, your latest color photograph including the photograph of each of the joint applicants, if any, and respectively sign across the photograph(s).
- (iii) Kindly also provide a self-attested true copy of your PAN Card along with your residential address proof including of each of the joint applicants, if any. Kindly ensure to provide your specimen signature and the signature of each of the joint applicants, if any, duly verified by the branch manager of the bank where you and the joint applicants, if any, hold an account.
- (iv) Please send both the signed copies of the Agreement along with requisite documents to the Company at its address mentioned herein, within a period of Thirty (30) days from receipt of the Buyer's Agreement, either in person or through registered post /speed post.

## “BUYER'S AGREEMENT”

THIS BUYER'S AGREEMENT is executed at Gurgaon, Haryana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019:

### BY AND BETWEEN

M/s. JMS Buildtech Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its corporate office at Plot no. 10, 3<sup>rd</sup> Floor, Sector 44, Gurgaon 122002, Haryana, (Pan No.AADCJo305P) acting through its duly constituted and authorized signatory, Shri Rahul Jain (Aadhar No. 501653787972) vide board resolution dated:- 11.02.2019 (hereinafter referred to as “**Promoter**”), which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and shall be deemed to mean and include its successors-in- interest and permitted assigns of the **FIRST PART**;

### AND

Mrs. Kusum Lata wife of Shri R.C. Vashisth resident of House No. 622, Sector 14, Gurugram, duly acting through their duly constituted General Powers of Attorneys Mr. Pushpender Singh S/o Sh. Dharam Singh R/o House No. 33, Village Wazirpur V.P.O, Gurugram, registered as Regd No. 699 dated 17.10.2011 in the office of Sub Registrar Gurgaon and further the said appointed attorneys have appointed Mr. Vinay Kumar Verma (Aadhar No. 906501428207) S/o Sh. C. B. Verma, R/o House No.-J-102, BPTP Freedom Park Life, Sector – 57, Gurgaon, Haryana – 122003 as their attorney vide Power of Attorney Regd. No. 34, Dated:- 10-07-2018, Book No.-4, Volume No.-3, Page No.-31.5 registered in the office of Sub – Registrar Gurgaon further authorizing Shri Rahul Jain S/o. Mr. Kimti Lal Jain R/o. C-3/14, Rana Pratap Bagh, Malka Ganj, North West Delhi-110007 vide Authority letter dated 08/02/2019 hereinafter called the “**Confirming Party**”) which expression unless repugnant or opposed to the context thereof includes her heirs, legal representatives, executors, administrators and assigns etc., the party of the **SECOND PART**;

### AND

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

Promoter

Confirming Party

Allottee(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, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

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

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

[OR]

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

( Aadhar no. ) S/W/o: \_\_\_\_\_, R/O \_\_\_\_\_, PAN No: N.A. and N.A. ( Aadhar no. ) S/W/o: N.A. , Residing At: N.A. , PAN No: N.A. here in after 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 A assigns).

[OR]

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

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

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

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

#### **DEFINITIONS:**

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

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

#### **WHEREAS:**

- A. The Confirming Party is a lawful owner of land bearing rectangle number 59, Kila number 16/3 (3-2), 25/1 (3-11), 25/2 (4-9), 24/2/1 (4-18) total measuring 16 Kanals situated in revenue estate of Dhankot, tehsil and district Gurgaon (hereinafter referred to as “**Said Land**”).
- B. The Promoter vide Collaboration Agreement dated 10.10.2017, entered into an understanding with the Confirming Party to construct and develop a commercial complex on land admeasuring 16 Kanals or 2 acres in the revenue estate of Village Dhankot, Sector 102, Gurgaon (**Said Land**).
- C. The Promoter had applied for transfer of License bearing No. 99 of 2014 dated 13.08.2014 in its favor, which was transferred vide order dated 04.01.2018 of Directorate of Town and Country Planning, Haryana, for the setting up of a Commercial Complex on the Said Land.

Promoter

Confirming Party

Allottee(s)

The Promoter has obtained all relevant approvals and sanctions from the competent authorities.

- D. The Promoter has agreed for developing a commercial colony under the name and style “Marine Square” (hereinafter referred to as the “**Commercial Complex.**”) on the Said Land and to undertake sales of the saleable areas thereof.
- E. The Promoter has obtained approval for the building plans for the Commercial Complex from the concerned authority vide Building Plans No. ZP-1182/SD(B5)/2018 dated 17.01.2018 for the construction of commercial complex. The Promoter agrees and undertakes that it shall not make any changes to these approved/revised plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable save where such changes are necessitated/permitted by change in Govt. policy, change in law, architectural and structural necessities as deemed appropriate by the Architect, policy decisions, court orders, State action like land acquisition for public utilities etc.;
- F. The Promoter has registered the Commercial Complex under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula on 02.02.2018 under registration no. HRERA- 22/2018;
- G. 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 Commercial Complex is to be constructed have been complied with;
- H. The Promoter has full right to develop and sell the saleable areas i.e. super area as defined in this agreement in **Schedule F**, to realize the sale price of the such areas in whole or in installments from the Allottee(s) and to give receipts for the same, to execute the necessary deeds or documents, to present the same for registration and get them registered.
- I. The Allottee had applied for unit in the Commercial Complex *vide* application no. **, dated** , and has been allotted **Unit no.** , having carpet area of sq. ft./ sq. mtrs. and covered area of sq. ft./ sq. mtrs., **type** on \_\_\_\_ Floor, Block no. **N.A** along with the right to use **NIL** no. of parking in the basement/ **NIL** no. of parking on the surface, as permissible under the applicable law and right in the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State and as ascribed in **Schedule F** to this Agreement (hereinafter referred to as the “**Unit**” more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**);
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

- K. The Allottee(s) has verified from the Promoter and the Promoter has allowed the Allottee(s) inspection of the said land, ownership records of the said land and other documents relating to the area, title, the Said Collaboration Agreement dated 10.10.2017, licenses and approvals including the building plans and all other relevant details and the Allottee(s) is fully satisfied in all respects with regard to the area, right, title and all other stated facts in relation to the Said Lands and/or Said Commercial Complex and/or the Promoter as well as the authority of the Promoter to enter into this Agreement. The Allottee confirms that the Allottee has entered into this Agreement out of his own free will and without any coercion, without relying on any advertisements and after reviewing and understanding a draft of this Agreement.
- L. 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 Commercial Complex;
- M. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit.
- 1.2 The earmarked use of said Unit shall be for Retail. The said unit shall be used only for the earmarked purpose and strictly in accordance with the use permitted in the zoning plan / building plans approved by the Director, Town & Country Planning, Haryana.

- 1.3 The price of the Unit based on the Carpet Area is **Rs. \_\_\_\_ ( Rupees Lakh Thousand Only)** (herein after referred to as “Price”) and **Rs. \_\_\_\_ ( Rupees Lakh Thousand Only)** (which is the Tax applicable on the above amount) totaling to **Rs. \_\_\_\_ (Rupees Lakh Thousand Only)** (hereinafter consolidated referred to as “**Total Price**”) the details of which are mentioned in **Schedule-C**.

**Explanation:**

- (i) The Total Price as mentioned above includes the booking amount equivalent to 10% (booking amount) of the Price;
- (ii) Allottee(s) hereby agrees to pay the Total Price and all other charges as described in the Summary of Dues as per Schedule C and as per the Payment Plan (Schedule D) attached with this Agreement and in the manner specified therein, subject to other provisions of the Act.
- (iii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies, brokerage etc.) which may be levied and known to the Promoter as on date in connection with the development/ construction of the Commercial Complex(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession.

However, in case there is any change / modification in the taxes/ charges/ fees/ levies/areas etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Commercial Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Commercial Complex by the Authority, as per the Act, the same shall not be charged from the Allottee except the taxes/ charges/ fees/ levies imposed prospectively or retrospectively by the Competent Authority at any stage relating to the period of registration;

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in the Payment Plan as annexed in the **Schedule D**. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc.
- (v) The Total Price of Unit includes recovery of price of land, development/ construction of [not only of the Unit in a bare shell condition] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electrical connectivity upto distribution board provided in the Unit, lift(s) and firefighting along with fire detection equipments in the common areas, etc. in connection with the construction and development of the said Unit / said Commercial Complex, which are known to the Promoter as on date, but does not include the individual electric meter charges, water charges, sewerage connection charges, solar geyser, solar heating, solar lighting, registration charges, stamp duty, BOCW charges, documentation charges/ legal charges including statutory deposits as per actuals, administrative charges for registration etc. and also does not include the pro rata charges of special fixtures and fittings, furniture, interior decoration, equipments, interiors, all common area interiors and landscaping in the entrances, stilts, lobbies artifacts exterior etc. as well and the same shall be payable by the Allottee(s) on demand by the Promoter at the time of application and purchase orders placements. However, the Fire Fighting Equipment and Fire Prevention Measures which are required within the said unit and which become necessary on account of any interior decoration/ partition or heat load created by the Allottee(s) shall be installed by the Allottee(s) himself at his own cost and he will obtain necessary permission in this regard from the authority/ authorities concerned.
- (vi) In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the Maintenance Charges for the Common Areas maintenance at the rate as may be specified by the Promoter, Interest free Maintenance Security (IFMS) of **Rs.                      /- (Rupees                      Only)**, Sinking Fund of **Rs.                      /- (Rupees                      Only)**, Electrification Charges of **Rs.                      /- (Rupees                      Only)** proportionate charges for all enhanced taxes and proportionate charges for dues, rates, charges, municipal taxes and other monies, levies, imposition,



premium, damages and other outgoing payable retrospectively and/or prospectively with respect to the said Commercial Complex to the competent authority as per provision of Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof,

- (vii) In pursuit of excellence and in tune with the global trends and/or environmental requirement, and/or new scientific discovery and induction and/or for the benefit of larger interest of the Allottee, Promoter may decide to improve upon the specification(s) communicated at the time of booking and in that event, the Allottee shall pay the additional charges for improving upon any or all specification(s) such as ducting and drainage, Wi-Fi or WAN networking or satellite based communication etc. The Allottee shall have no objection and shall accept the improvement done by the Promoter for betterment of the said Unit and shall willingly pay for the additional facilities, specifications and improvement, provided that improvement cost is less than 5% of Total Price.
- 1.3 The Total Price is escalation-free, save and except increase, on account of ECC, Development Infrastructure Charges or in terms as elsewhere provided and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of minimum wages etc. as necessitated by statutory changes which the Allottee hereby agrees to pay. Provided that if there is any new imposition or increase of any development infrastructure charges after the expiry of the scheduled date of completion of the Commercial Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Commercial Complex by the Authority, as per the Act, the Promoter reserves the right to demand the same, which the Allottee agrees to pay without any demur, objections and protest subject to the delay not attributable to the Promoter.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D** (“**Payment Plan**”).
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/re-sanctioned building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘E’**, save and except the changes that may be compoundable within the

provisions of the laws that may be applicable and as per the provisions of the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities.

- 1.6 The Promoter shall confirm the final carpet area, that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 5% (five) percent of the areas, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square feet as agreed of this Agreement.
- 1.7 The Allottee has no right or interest in the parking unless it is specifically allotted to him as a part of Limited Common Areas, allocated at the discretion of the Promoter in the manner as the Promoter may deem fit and proper.
- 1.8 Subject to para 7.2 the Promoter agrees and acknowledges, that upon execution of the Conveyance Deed in favour of the Allottee, the Allottee shall have the right to the Unit as mentioned below:
  - a. The Allottee shall have exclusive ownership of the Unit for usage as permitted under the Agreement;
  - b. The Allottee shall also have a right to use in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any

inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State and as defined in this Agreement. The Allottees shall not have any ownership right on the Limited Common Areas and facilities and the right to use Limited Common Area and facilities shall be limited to Allottees 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 allot/grant the same as it may deem fit;

- c. The Allottee has the right to visit the Commercial Complex site to assess the extent of development of the Commercial Complex and his Unit with prior intimation, subject to the permission by the Promoter, keeping in view the safety measures and fulfillment of requisite formalities.

- 1.9 The Allottee has paid a sum of **Rs.                    /- (Rupees                    )** included of Goods and Service Tax, being part payment towards the Total Price of the Unit at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining total price of the Unit as prescribed in the 'Summary of Dues' in accordance with the Payment Plan or any other charges as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017, without prejudice to any other remedies available to the Promoter under this agreement, to be exercised by the Promoter as per the Promoter's discretion.

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

- 2.1 Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter through A/c Payee cheque/demand draft/ bankers cheque or online payment (as

applicable) in favour of “**JMS BUILDTECH PVT. LTD MARINE SQUARE RERA COLLECTION Account**” payable at Gurgaon. TDS (in the cases it is applicable) shall be deducted on all payments and receipt shall be given in relation thereto by the Promoter to the Allottee/or the Allottee shall deduct TDS (Tax Deducted at Source) (if applicable) at the statutory rate and submit the TDS Certificate certifying the deposit not later than 30 days from the date due for payment.

- 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. The applicable bank charges for clearing of outstation cheque(s) shall be borne and paid by the Allottee.
- 2.3 In the event any cheque is dishonoured by the bank for any reason whatsoever, the Allottee shall be liable to pay the cheque amount along with cheque dishonour (i.e. bounce) charges of Rs.1000 (Rupees One Thousand Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and such other charges/taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments. The Allottee confirms payment of aforesaid charges shall be in addition to the liability of the Allottee of payment of interest on the delayed payments as per the terms of this Agreement.
- 2.4 The Allottee shall be issued a receipt by the Promoter against the demand draft / cheque issued by the Allottee subject to the clearance of the said demand draft / cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee further agrees 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 as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

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

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other

statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments there of and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his/ her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. That all payments made by the Allottee(s) shall be first adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Basic Sale Price and thereafter towards other charges.

5. **TIME IS ESSENCE:**

The time of punctual payment of installments by the Allottee as stated in Payments Plan and applicable stamp duty, and other charges and taxes payable under this Agreement and/or as and when demanded, is the essence of this Agreement. The Promoter shall abide by the time schedule for completing the Commercial Complex as disclosed at the time of registration of the Commercial Complex with the Authority including extension, if any and towards handing over the Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The Allottee accepts that the Promoter can only complete the Commercial Complex if all the Allottees make their payments in keeping with the schedule of payment as provided in the Agreement and as such agrees not to hold the Promoter responsible / liable for delay in completion of the Commercial Complex due to default of the Allottee in making timely payments.

**6. CONSTRUCTION/ DEVELOPMENT OF THE COMMERCIAL COMPLEX:**

- 6.1 The Allottee has seen, verified and has satisfied itself with the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Commercial Complex(s) 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. It is undertaken by the Allottee that he is not in any way influenced and/or duped by the advertisement, promotion material by the Promoter or its nominated persons/assignees/channel partners/brokers, and has willingly and after due inspection and verification of the above, has agreed to enter into this Agreement.
- 6.2 The Promoter shall develop the Commercial Complex in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana

Apartment Ownerships Act, 1983 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

- 6.3 That as per the sanctioned Building Plans dated 17.01.2018, the said project has three basements, however, for the better and enhanced structure and the project as a whole, the Allottee hereby agrees and gives its consent, if the Promoter develops only two basements.
- 6.4 That Preferential Location Charges (PLC) are dependent upon the location of the Said Unit, as per the prevalent applicable policy of the Promoter. The Allottee(s) hereby agrees to pay (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Schedule annexed to this Agreement. However, the Allottee hereby specifically agrees that, in case due to any addition / alteration in the sanction plan/ layout plan, the said Unit ceases to be in a preferential location, the Promoter may adjust or refund only the amount of Preferential Location Charges paid by the Allottee, in such a case the said amount shall be adjusted in the last instalment as stated in the Payment Schedule as annexed with this Agreement. If the Allottee has not chosen a preferred location for the said Unit however, due to any change in the layout plan, or change in location, the said Unit becomes preferentially located, in such a case, the Allottee shall be liable and agrees to pay the requisite amount as and when demanded by the Promoter as Preferential Location Charges (PLC). In case however, the Allottee is not desirous of continuing with the allotment in his favour after such change being intimated to him as above, the Allottee shall be entitled to withdraw from such allotment and all monies paid by him/her till such date (except the tax, cess, levies, interest on delayed payment), which monies shall be refunded to him/her. The Allottee represents that in case of exercising option to withdraw from the allotment, other than refund of the monies as stated hereinabove, the Allottee shall have no other claim, right, entitlement etc, qua the Promoter and/or the Confirming Parties at any time whatsoever other than refund of the monies as stated hereinabove.
- 6.5 The Allottee shall not be entitled to use the terraces unless otherwise it is exclusively allotted to him. Upon allotment of exclusive terrace, such allottee shall

be entitled to use the same for such purpose and in such manner as may be permitted and as may be permissible under law without any let or hindrance from the other Allottees / Association of the Allottees. The Promoter shall always have right of easement to roof, parapet walls, terraces other than the exclusively allotted etc. with full authority and power to derive all benefits there from with power to lease / license the same on such terms and conditions as may be decided by the Promoters and the Allottee shall have no claim in any manner whatsoever on such areas. The Maintenance Agency of the Said Commercial Complex shall have the right to access the terraces only for the purpose to reach the water tank, lift room & other services. In case the Allottee is desirous of availing any reserved car parking, he may apply for same to the Promoter/Parking Agency and the same shall be assigned to him as per availability upon payment of such charges and compliance of such terms and conditions as may be provided by the Promoter. It is understood and agreed by the Allottee that in case of transfer of the Said Unit, the reserved parking space assigned to him is not transferable separately.

- 6.6 The Allottee agrees that the said Unit is non-air-conditioned. However, the Promoter has made the provision for condenser water line for air conditioning, having its connection points inside the Unit, close to the entry. The Allottee must avail such air-conditioning facility by installing the 'water cooled split unit' at its own cost inside the Unit of the capacity approved by the Promoter and shall not install any other air-conditioning facility nor shall install any other unit outside the said Unit as it is clearly agreed and understood that the façade of the Commercial Complex shall not be disturbed/damaged by the Allottee in any manner whatsoever. The Allottee agrees to pay the charges for running of such facilities to the Promoter or to the Maintenance agency as may be decided by the Promoter.

## 7. **POSSESSION OF THE UNIT:**

### 7.1 **Schedule for possession of the said Unit**

The Promoter assures to offer the possession of the Unit as per agreed terms and conditions on or before time granted under the registration by the HRERA or such extension thereof as extended by HRERA unless there is delay due to "*force majeure*", which shall mean all such circumstances or factors not in control of the



Promoter, including, but not limited to, shortage of materials, inflation or recession in the market, dispute by the contractor, court orders, or by reason of war, or enemy action or earthquake or any act of God, or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Commercial Complex (herein after referred to as “force majeure”). If, the completion of the Commercial Complex is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. Further the Allottee accepts that in the event the delay of offering possession is due to non receipt of occupancy / completion certificate, the Promoter shall not be held responsible or liable for payment of compensation for such period.

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

## **7.2 Procedure for taking possession of Unit**

Upon grant of Occupancy Certificate, the Promoter shall issue notice in writing to the Allottee, offering the possession (notice for offer of possession) calling upon the Allottee to complete the formalities, clear all due payments and to take over possession of the Said Unit. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the said Commercial Complex at the time of conveyance of the same. The Allottee, shall pay the Total Price in terms of the ‘Details of Total Price’ along with other charges, maintenance charges which shall be paid in advance for one year for the first year as determined by the Promoter/ association of allottees, as the case may be as specified in the

notice for offer of possession. In the event of default which shall mean delay in remittance of the outstanding demand as per Final Call Letter, the Allottee shall be liable to pay holding charges @ **Rs. 15/- per sq. ft.** per month of the Carpet Area over & above the interest on delayed payments for such period of delay, which is acknowledged by the Allottee.

In case however inspite of imposition of interest on delayed payments from the due date mentioned in the notice for offer of possession for clearance of dues for the Said Unit to the Allottee, the Allottee fails to clear all outstanding dues including but not restricted to interest on delayed payments, the Promoter shall be entitled to either seek specific performance of this agreement at the cost and risk of the Allottee or cancel the allotment/the present Agreement and forfeit amounts of non-refundable nature including but not limited to the 20% of the Total Price, interest paid by the Allottee on delayed payments, brokerage paid by the Promoter, GST (herein after collectively referred to as "Forfeiture Amount"). Upon such cancellation the Allottee shall have no further claims, rights, interest, in respect of the said allotment and/or against the said Promoter and the Promoter shall deal in any manner whatsoever in respect of the said Unit. The monies over and above the Forfeiture Amount shall be refunded to the Allottee within 90 days from the date of sale of the said Unit to any third party by the Promoter.

The execution of title documents including Conveyance Deed in favour of the Allottee shall be subject to receipt of the Total Price, all other charges/amounts as detailed in the notice for offer of possession, interest on delayed payments and all such payments that the Allottee may be required to pay in terms of this agreement. The Allottee shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

- 7.3 Failure of Allottee to take Possession of Unit-** Upon receiving a notice for offer of possession, from the Promoter, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee as per terms and condition of the Agreement.

In the event the Allottee fails to take possession of the said Unit within the stipulated period for any reason whatsoever, 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.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate or part with respect to the Unit and handing over the physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
- 7.5 **Post Possession** - That the Allottee agrees and undertakes that the Allottee shall, after being offered possession of the said Unit or at any time thereafter upon partial completion, not object to the Promoter constructing or continuing with the construction of the said Commercial Complex. It is acknowledged and accepted by the Allottee that the construction of the Commercial Complex may continue even post handing over possession of the Unit to the Allottee.
- 7.6 **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Commercial Complex as provided in the Act:  
Provided that where the Allottee proposes to cancel/withdraw from the Commercial Complex, the Promoter herein is entitled to forfeit the said Forfeiture Amounts. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days from the date of sale of the said Unit to any third party by the Promoter.
- 7.7 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Commercial Complex is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a “*force majeure*”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Unit.

- i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason;

The Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Commercial Complex, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit along with right to use parking (if applicable), with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Commercial Complex, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit. The interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee, if any.

#### 8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Commercial Complex;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Commercial Complex;
- (iii) There are no encumbrances upon the said Land or the Commercial Complex
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Commercial Complex(s) or phase(s), as the case may be, as well as for the Unit along with right to use parking (if applicable) being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Commercial Complex(s) or phase(s), as the case may be, as well as for the Unit along with right to use parking (if applicable) and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Commercial Complex and the said Unit along with right to use parking (if applicable) 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 along with right to use parking (if applicable) to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) The said Land 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 same;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Commercial Complex to the competent Authorities till the offer of possession of Unit along with right to use parking (if applicable) has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof.
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Commercial Complex.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, and reasons beyond the control of the Promoter the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the developed Unit to the Allottee within the time period specified in this Agreement or fails to complete the Commercial Complex within the stipulated time disclosed at the time of registration of the Commercial Complex with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be equipped with the specifications of the Unit as annexed as in **Schedule E**, agreed to be provided by the Promoter in the Agreement, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in case the Promoter does not correct his default after the Allottee serves the Promoter with a “cure notice” of 90 days, in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit (except the tax, cess, levies, interest on delayed payment, brokerage), at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Commercial Complex or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit. The Interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee.

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

- (i) In case the Allottee fails to make payments of any installment as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days from the due date of such payment, the Promoter may cancel the allotment of the Unit and refund the money paid to him by the Allottee by forfeiting the said Forfeiture Amounts. Upon such cancellation the Allottee shall be left with no right, title and interest in respect of the said Unit. The monies over and above the Forfeiture Amount shall be refunded to the Allottee within Ninety (90) days from the date of sale of the said Unit to any third party by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The Promoter shall also have the exclusive right not to give effect to the above, in case it so deem fit and may condone the delay in payment after charging interest along with any other penalty or administrative charges.

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

The promoter on receipt of total price of the Unit as per the payment plan, alongwith other charges, shall execute a conveyance deed in favour of Allottee, preferably within three months but not later than six months from possession.

In case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the Final Call Letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter, solely at the cost and consequences of the Allottee.

**11. MAINTENANCE OF THE SAID COMMERCIAL COMPLEX:**

The Promoter shall be responsible to provide and maintain essential services in the Commercial Complex at the cost of the Allottee till the taking over of the maintenance of the Commercial Complex by the Association of Allottees or maintenance agency, as the case may be, for which the Allottee shall execute separate Maintenance Agreement with the Promoter or the maintenance agency appointed by the Promoter as per the Promoter's standard format as and when called upon by the Promoter or its associates/nominee. Maintenance charges and costs, etc. shall be paid by the Allottee as per the Maintenance Agreement.

The Allottee agrees and understands that the monthly maintenance charges will be fixed by the Promoter/ Maintenance agency at the time of offer of possession of the Unit to the Allottee.

The Allottee shall deposit the Interest Free Maintenance Security (IFMS) as referred in clause 1.3 above to ensure timely payment of total maintenance charges. The Promoter reserves its right to increase the said deposit at its sole discretion and the Allottee undertakes to pay the same on demand by the Promoter. In case the Allottee fails to pay the total maintenance charges by the due date or within the period mentioned in the notice, the Promoter or its associates/nominee shall appropriate these charges from IFMS. Over and above the IFMS the Allottee shall also keep deposited with the Promoter the Sinking Fund as referred in clause 1.2 above, which shall be deposited prior to taking possession of the said Unit. The Promoter shall have full authority and power to appropriate the said Sinking Funds for replacement/repair of fixed assets and in that event the Allottee agrees to replenish the Sinking Fund upon demand by the Promoter.



It is agreed between the Parties that after the possession has been handed over by the Promoter to the Allottee, then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Haryana State Electricity Board (HSEB)/Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity provider is pending and connection has not been allotted, then, the Promoter shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Allottee. The Allottee undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the Maintenance Agreement during the period pending the grant of the electricity connection from the concerned authority for the Commercial Complex. The Promoter shall raise invoices for the said purpose.

That it is mutually agreed that the possession of the common areas of the Said Commercial Complex as well as the Said Land shall remain with the Promoter who will maintain and upkeep the same until the same are transferred to the association in accordance with the provisions of law on payment of Maintenance charges, electricity and water charges as and when demanded by the Promoter/nominated Maintenance Agency.

The Allottee agrees that he shall become a member of such Association of Allottee as and when formed for the said purpose.

## 12. **DEFECT LIABILITY:**

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

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

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

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

**14. USAGE:**

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 or Association. Further, the Promoter/ Maintenance Agency/ Association reserves the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building.

The Allottee shall comply with applicable laws including but not limited to the provisions of the Haryana Unit Ownership, municipal laws, The Haryana Urban Development Act and such other rules / regulations / notifications made there under, and approvals and permissions in respect of the Unit and the Commercial Complex.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, 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/ Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Commercial Complex, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Unit and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottees/ Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 15.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/ or maintenance agency appointed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

Promoter

Confirming Party

Allottee(s)

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 Commercial Complex.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Commercial Complex after the building plan, layout plan, sanction/re-sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority. However, pursuant to any notification/Policy, that may be applicable to the Commercial Complex, the Promoter shall be entitled to undertake additional construction, the Allottee hereby provides its consent to such additional construction without any further recourse to the Allottee.

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

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

19. **HARYANA APARTMENTS OWNERSHIP ACT:**

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

Details of approvals/ compliances to be provided: -

- (A) Building Plan Approval: ZP/1182/SD(BS)/2018 Dated-17-01-2018
- (B) Environmental Clearance Vide Memo No: SEIAA/HR/2018/118; Dated-13-02-2018

(C) RERA : HRERA-22/2018 Dated-02-02-2018

20. **BINDING EFFECT:**

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and Promoter shall forfeit the Forfeiture 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.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties concerned in said agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties.

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

The transfer/assignment/endorsement of the allotment of the said Unit by the Allottee in favour of third party/nominees may be permitted by the Promoter subject to fulfillment of all the following requisites:

- (i) Clearance of all outstanding monies payable in terms of this agreement as on date of making such request
- (ii) receipt of written request from the Allottee;
- (iii) payment of the administrative charges by the Allottee on the rates as may be determined by the Promoter along with applicable taxes;
- (iv) signing/execution by the Allottee of such documents/applications as may be provided by the Promoter;
- (v) the Allottee obtaining no objection certificate / letter from the Maintenance Agency, if any;
- (vi) the assignee / transferee agreeing to comply with all terms and conditions of this Agreement and executing such documents as may be required by the Promoter in this regard;
- (vii) and all such nomination / transfer shall be subject to compliance of all applicable laws and notifications from the competent authorities from time to time.

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 the Commercial Complex 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 for all intents and purposes.

Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on account of such nomination/transfer/ assignment/addition/deletion of co-allottee, it shall be the sole liability of the Allottee/such nominee/transferee and such nominee/transferee shall be bound by the terms and conditions of this Agreement.

Claims, if any, between Allottee and its nominee/s as a result of any dispute amongst them for any reason, will be settled between themselves only; the Promoter shall not be a

party to it and in the event the Promoter incurs any costs or expenses or losses because of any such dispute between the Allottee and/or their nominee(s) all such expenses or losses will be reimbursed by the Allottee and/or his/her nominee(s), which will be over and above the administrative charges.

That the Allottee shall not assign, or to let in tenancy or transfer or part with the possession of the said unit without taking 'No Dues Certificate' from the Promoter/Maintenance Agency appointed by the Promoter.

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

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

**25. SEVERABILITY:**

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottees in Commercial Complex, the same shall be the proportionate to the carpet area of the Unit bears to the total area/ carpet area of all Units in the Commercial Complex.

## **27. INDEMNITY**

That after taking possession, the Allottee shall abide by the terms of approvals and permissions in respect of the said Unit/said Commercial Complex/said Land, as well as all applicable laws in respect of the same. The Allottee 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.

The Allottee 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 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 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 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 paid by the Allottee with the Promoter under the terms of this Agreement.

## **28. RIGHTS OF BUYER TO RAISE FINANCE**

The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee 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 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 conveyance / transfer deed in favour of the Allottee shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee has opted for such loan arrangement.

Any loan facility from banks/financial institutions availed by the Allottee 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 shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

The Allottee understands and agrees 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.

**29. FURTHER ASSURANCES:**

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

**30. PLACE OF EXECUTION:**

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

**31. NOTICES:**

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

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

**32. JOINT ALLOTTEES:**

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

**33. SAVINGS:**

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

**34. GOVERNING LAW:**

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

**35. DISPUTE RESOLUTION:**

All or any disputes arising out or 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 Allottee shall be entitled to get the disputes settled through the Arbitration of a Sole Arbitrator to be appointed by the Managing Director of the Promoter. The Arbitration proceeding shall be governed by the Arbitration &

Conciliation Act, 1996, or any statutory amendments, modifications thereof for the time being in force. Reference to and pendency of Arbitration shall be without prejudice to the right of the Promoter to effect recovery of its dues under this agreement. The decision of the Arbitrator shall be final and binding on the parties. The language of Arbitration shall be English. The Arbitration proceeding expenses shall be equally shared between the parties. The venue of Arbitration shall be at Gurugram.

The Courts, Tribunal, Quasi-Judicial authorities at Gurugram alone shall have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Agreement regardless of the place of execution of this Agreement.

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

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

Allottee: (including joint buyers)

1. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

WITNESSES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Promoter

Confirming Party

Allottee(s)

Address \_\_\_\_\_

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

Confirming Party:

1. Signature ( Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Promoter:

1. Signature ( Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At Gurgaon on \_\_\_\_\_ in the presence of  
WITNESSES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE A****DESCRIPTION OF THE UNIT**

Carpet Area:	<b>sq. ft./</b>	<b>sq. mtr. (approx.)</b>
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Covered Area:	<b>sq.ft./</b>	<b>sq.mtr. (approx.)</b>
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Super Area of:	<b>sq.ft. /</b>	<b>sq.mtr. ( approx.)</b>
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Right to use the parking space:

(a) Basement:- **NIL**

(b) Surface:- **NIL**

**SCHEDULE-B**

**FLOOR PLAN**

(Unit shown in *orange*)

Promoter

Confirming Party

Allottee(s)

**SCHEDULE-C****DETAILS OF TOTAL PRICE\***

<b>Particulars</b>	<b>Amount</b>	<b>GST</b>	<b>Total</b>
Basic Sale Price (BSP)			
Preferential Location Charges (PLC)	0	0	0
External Development Charges (EDC)/ Internal Development Charges (IDC)/ Infrastructure Assessment Charges (IAC).	0	0	
Car Parking	0	0	0
<b>Total Price</b>			

**Notes:**

The above calculation does not include the following and shall be charged extra, which shall be payable on demand:

- Stamp Duty, Registration cost & Administration Charges with respect to the Buyer's Agreement & Conveyance Deed of the Unit.
- Charges as levied by various authorities.
- Meter Installation Charges
- BOCW Welfare Cess
- GST, VAT and other taxes extra as applicable
- TDS @1% is applicable as per the Income Tax Act, Section 194-IA.
- Maintenance charges for one year in advance at the rate as may be prescribed by the Promoter.
- Interest Free Maintenance Security Deposit (IFMSD) of **Rs.**                      /-.
- Sinking Fund Deposit of **Rs.**                      /-.

Promoter

Confirming Party

Allottee(s)

- Electrification Charges of **Rs.**            /-.

\* Note: The Total Price is liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the agreement.



**SCHEDULE-D**  
**PAYMENT PLAN**

Promoter

Confirming Party

Allottee(s)

**SCHEDULE E****SPECIFICATIONS OF AMENITIES/FACILITIES****Proposed Specifications for Marine Square, Sector – 102, Gurgaon**

<b>STRUCTURE</b>	Earthquake resistant RCC structure
<b>LANDSCAPE</b>	Pedestrian Plaza designed with seating area. Dedicated drop-off zone and entrances for retails on-site parking areas with trees and landscape feature
<b>FINISHES</b>	Exterior: Combination of glass and painted surface
	Lobbies: Combination of stone and painted surface
	Basement: Broom Finish concrete
	Wash Room: Finished toilets with modern fitting and fixtures
<b>PARKING</b>	Multilevel basement for parking and services. Adequate surface parking
<b>SECURITY</b>	Manned Security: Boom Barriers at all vehicular entry and exit points
<b>LIFE SAFETY</b>	Wet Riser/ Hose: Provided as per norms
	Reels/ Sprinklers/ Fire Extinguishers: Provided as per norms
	External Fire Hydrants
<b>ELECTRICAL</b>	Distribution: Provision of cable upto distribution board
<b>DIESEL GENERATOR</b>	100 % backup provided for lighting, power and AC provided with PLC based auto load manager
<b>SIGNAGE</b>	Internal: Main Lobby equipped with directory and directional sign
	External: External signage as per developer design and conditions

## **SCHEDULE-F**

### **SUPER AREA, COMMON AREA & FACILITIES**

The Allottee is aware that the Company is in the process of developing the Commercial Complex on the Land, and in pursuance thereof it is understood and agreed by the Allottee that the location, size, and dimension of the Unit including Super area mentioned is tentative and subject to change and may, at the sole discretion of the Company, be modified and revised or changed from time to time during the course of its completion and grant of Occupation Certificate, Upon receipt of Occupation Certificate, the final Super area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. It is further clarified that the Super Area of the Unit is a non-specific term mentioned herein only for the purpose of computing the Total Consideration for the Unit.

**"Super area"** shall means and includes the built-up area of the Premises including area under periphery walls, Glazing, Curtain Wall & such other façade element, railing, area under the columns and walls, balconies etc. and half the area of the walls that are common with other units and full area in case of other walls, which form integral part of the Unit/space, plus the proportionate share in the Common Areas and Facilities as specified below.

**"Common Areas and Facilities"** shall mean all such parts/areas which the Allottee shall use on a shared non-exclusive basis with other occupants of the Commercial Complex including corridors and passages, lifts lobby/ies, atrium, stilts, refuge areas, common toilets, staircases, escalators, munties, circulation area, AHU rooms, security/fire control room(s), lift machine rooms, lift shafts, all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts, garbage chutes on all floors and rooms, service floor(s), overhead tanks, common terraces, guard houses, and water tanks, diesel **and/** or Gas Storage tanks, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, electrical room, chiller room, storage & locker rooms and such other spaces for service personnel, ventilation & fan rooms, underground water, surface drains & sumps, other storage tanks, pump rooms, maintenance and service rooms, lift shaft, and any other space used for services shall be counted towards Common Areas. Installation of common amenities such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage, effluent treatment, elevators, tanks,

pumps, ducts and such other common amenities as may be provided anywhere in the Commercial Complex, from time to time will also form a part of Common Areas and Facilities.

The Common Areas and Facilities as provided herein shall remain undivided and no owner or occupier of any unit or any person shall be entitled to seek a partition or division of any part thereof.