

AGREEMENT FOR SALE

This Agreement For Sale ("**AFS/Agreement**") is executed at _____ on this _____ day of _____, 20____, amongst:

Experion Developers Private Limited, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, CIN No. U70109DL2006FTC151343 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi, 110075 and its corporate office at 2nd Floor, Plot No. 18, Institutional Area, Sector 32, Gurugram, Haryana , PAN No. AACCG8138, represented by its authorized signatory _____ (Aadhar Card No. _____) authorized vide board resolution dated _____ (hereinafter referred to as the "**Promoter**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns) of the **ONE PART**;

AND

Land Owning Companies, (details of the same are provided in **Annexure-1** annexed herewith) companies incorporated under the Companies Act represented by their authorized signatory _____ (Aadhar Card No. _____) it shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns, of the **SECOND PART**;

AND

Mr./ Mrs./Ms. _____, son of/ daughter of/ wife of _____, R/o of _____, Aadhar Card No. _____;

OR

M/s. _____, a company incorporated under the Companies Act, _____, CIN No. _____ having its registered office at _____ and corporate office at _____ represented by its authorized signatory _____ (Aadhar Card No. _____) authorized vide board resolution dated _____ ;

OR

_____, a firm incorporated under the Indian Partnership Act, 1932, having its registered office at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner _____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner _____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a trust, duly incorporated and constituted under the Indian Trusts Act, 1882, PAN No. _____ through its trustee _____ (Aadhar Card No. _____);

OR

Mr. _____, (Aadhar Card No. _____) son of _____ aged about ____ years for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN No. _____)

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees, as applicable, and permitted assigns) of the **THIRD PART**;

The Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. M/s Experion Real Estate Developers Private Limited (formerly known as KNS Real Estate Developers Private Limited), Experion Reality Private Limited (formerly S. K. N. Developers Private Limited), Avighna Buildwell Private Limited, Brahma Buildwell Private Limited, Marcon Developers Private Limited, Moksha Buildtech Private Limited, Premier Infra Developers Private Limited, Sumel Buildtech Private Limited, Sumel Projects Private Limited, Sumel Developers Private Limited and Sophia Constructions Limited, SAS Servizio Private Limited (hereinafter collectively referred to as the "**Land-Ownning Companies**") are the absolute and lawful owners of contiguous land parcels admeasuring 100.48125 acres approximately situated at Sector 108, Gurgaon (in the revenue estate of Village Dharampur), Haryana, India (hereinafter referred to as the "**said Land**"), out of which an area admeasuring 1470.42 Square Meter is being developed under the Project (hereinafter referred to as the

"**Project Land**"), details of land to be developed in the Project are attached herewith as **Annexure-2**. The Land Owning Companies are owners in possession of said Land vide sale deed bearing vasika nos. 5745 dated 08.06.2007, 10312 dated 13.08.2007, 10050 dated 08.08.2007, 6807 dated 22.06.2007, 6510 dated 09.06.2011, 6552 dated 09.06.2011, 6944 dated 14.06.2011, 6966 dated 14.06.2011, 6967 dated 14.06.2011, 15023 dated 25.08.2011, 6740 dated 10.06.2011, 6592 dated 09.06.2011, 6596 dated 09.06.2011, 5149 dated 27.05.2011, 17855 dated 19.09.2011, 6593 dated 09.06.2011, 6971 dated 14.06.2011, 4996 dated 26.05.2011, 6594 dated 09.06.2011, 6595 dated 09.06.2011, 6950 dated 14.06.2011, 6641 dated 10.06.2011, 15009 dated 25.08.2011, 9651 dated 07.07.2011, 9657 dated 07.07.2011, 9656 dated 07.07.2011, 8930 dated 01.07.2011, 8928 dated 01.07.2011, 16705 dated 08.09.2011 and 8932 dated 01.07.2011;

- B. The Land-Owning Companies along with SAS Servizio Private Limited and the Promoter have entered into Collaboration Agreements dated 31.10.2012 and 21.08.2014 duly registered before the Office of Sub-Registrar Gurgaon vide vasika nos. 18858 dated 07.11.2012 and 12638 dated 21.08.2014 respectively;
- C. Promoter has developed/is developing over the said Land a residential plotted township consisting inter alia of residential plots, Villas, Independent Floors etc. along with other infrastructure and amenities under the name and style of "**The Westerlies**". The Promoter is developing over the Project Land Independent Floors along with other infrastructure and amenities under the name and style of "**Zephyr at The Westerlies**" (hereinafter referred to as the said "**Project**") as per the sanctions and approvals granted by the DTCP and other competent Authority(ies);
- D. The Land-Owning Companies along with SAS Servizio Private Limited have vested the Promoter with complete authority and powers to undertake the development of the Project. Promoter is also authorized by the Land-Owning Companies and SAS to promote, brand, market and sell all the transferrable units comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this AFS. Promoter is also authorized to receive the Total Sale Price and other charges and dues as otherwise may be due and payable in terms of the AFS in respect to the Apartment/Independent Floor (as defined hereunder) or the Project and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto;
- E. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land have been completed;
- F. Promoter along with the Land-Owning Companies has obtained License No. 57 of 2013 dated 11.07.2013 from the DTCP for development of the Project ("**License**") under the Act (as defined hereunder). Experion along with the Land-Owning Companies has further obtained the approval of the Zoning Plan vide Memo No. ZP-913SD(BS)/2015/21885 dated 05.11.2015 from

the DTCP ("**Zoning/Layout Plan**"). The Promoter has obtained Part Completion Certificates from DTCP for The Westerlies township which include the said Plot. The Promoter has obtained building plan sanction for construction of Building over the said Plot vide Memo No. _____, dated _____ from the competent Authority(ies). The Promoter agrees and undertakes that it has not make and it shall not make any changes to the approved building plan except in compliance with Applicable Laws;

- G. The Project is a separate phase in The Westerlies plotted township project comprise of 7 (seven) independent plots, bearing plot no. D-2/19, D-2/20, D-2/22, D-2/23, D-2/24, D-2/25 and D-2/26, having independent floors as per sanctioned building plans on each separate plot.
- H. The Promoter has also registered the Project under the provisions of the Real Estate Act with the Real Estate Regulatory Authority Gurugram under registration No. _____, dated _____;
- I. The Allottee had applied to the Promoter for allotment of an Apartment/Independent Floor in the Project for residential usage, bearing Apartment No. _____, on _____ floor in the Building, having Carpet Area _____ square meter (_____ square feet) along with stilt parking(s) no. _____ attached thereto and rights in the Common Areas, hereto read with specification of the same set out in Schedule-D, vide Application dated _____ (hereinafter referred to as the said "**Apartment/Independent Floor**" more particularly described in **Schedule A**). Layout/floor plan of the said Apartment is annexed herewith as **Schedule-B**;
- J. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land on which the Project has been constructed have been completed.
- K. The Parties have gone through all the terms and conditions set out in this AFS and understood the mutual rights and obligations detailed herein;
- L. The Allottee acknowledges that the Promoter has readily provided all information, clarifications as required by the Allottee. The Allottee has prior to execution of this AFS, also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained with respect to the Project, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Land-Owning Companies in the said Project. The Allottee has perused and hereby acknowledges having understood the conditions of the License and all other sanctions/approvals granted for the Project. The Allottee further acknowledges that it has prior to submitting Application, personally seen the Project site;
- M. The Allottee has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warrantees, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Promoter or its

authorized representatives. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Apartment entirely upon its own independent enquiry and investigation;

- N. The Promoter is fully competent to enter into this AFS and to complete all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land;
- O. The Parties hereby confirm and declare that they are signing this AFS with full knowledge of the Applicable Laws, rules, regulations, notifications etc., as applicable to the Project and Project Land;
- P. 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 AFS and all Applicable Laws, are now willing to enter into this AFS on the terms and conditions contained hereinafter; and
- Q. In accordance with the terms and conditions set out in this AFS and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee agrees to purchase the Apartment/Independent Floor as specified in Recital I.

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this AFS and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:

1. Definitions

Unless repugnant or contrary to the context hereof the following terms shall have the meaning assigned herein:

"Act" shall mean the Haryana Development and Regulation of Urban Area Act, 1975;

"Applicable Laws" shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, including amendments/ modifications thereto, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, said Plot, Apartment or the transaction between the Parties as contemplated herein;

"Application Form" shall mean the application dated _____ submitted by the Allottee to the Promoter for allotment of the Apartment in the Project;

"Application Money" shall mean the amounts paid by the Allottee to the Promoter along with the Application Form.

"Association" shall mean and refer to an association of plot owners for the project / Apartment owners or any part thereof as may be constituted under the relevant provisions of the Applicable Laws;

"Authority(ies)" shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Director General Town & Country Planning, Real Estate Regulatory Authority, Gurugram, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the FEMA, state electricity boards, its tribunal or any other government/ local bodies;

"Booking Amount" shall mean the 10% amount of the Total Sale Price of the Apartment;

"Building" shall mean in building proposed to be constructed on the said Plot.

"Conveyance Deed" shall mean a document duly executed and registered before the concerned Sub – Registrar by the Promoter in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Apartment to the Allottee;

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

"Common Areas" means the part of stilt area, part of terrace, stair case, mummy, lift area and other common areas in the Building to be meant for use, enjoyment and access of all allottees / occupants of the apartments in Building to be constructed on the said Plot.

"Completion/Part Completion Certificate" shall mean the completion certificate/part completion certificate for the said Plot/relevant Phase of The Westerlies project as issued, individually or collectively, by the DTCP under the Applicable Laws;

"Delay Payment Charges" shall mean interest equivalent to State Bank of India's highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under the Haryana Real Estate (Regulation and Development) Rules-2017;

"DTCP" means Director, Town and Country Planning, Haryana;

"Force Majeure Event" means any event or circumstance beyond the reasonable control of the Promoter which cannot be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform including but not limited to-

- i. any act of God i.e fire, flood, drought, earthquake, cyclone, epidemics, natural disasters;
- ii. explosion, accident, air crash, war, riot, hostilities of war, curfew, civil commotion, act of terrorists;

- iii. strikes or lock outs, industrial disputes;
- iv. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- v. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority;
- vi. any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority becomes subject matter of any suit / writ before any court/tribunal;
- vii. any other causes (whether similar or dissimilar to the foregoing) or any other event or reason which is beyond the control of or unforeseen by the Promoter.

"Maintenance Agreement" shall mean an agreement to be executed between the Allottee and the MSA in the standard format prescribed by the MSA/ the Promoter or its appointed agency or nominee, which is applicable and binding for all the Independent Floor owners and occupants of the Project, for the maintenance and upkeep of the common areas of The Westerlies project;

"Maintenance Charges" shall have the meaning given to such term under Clause 3.3 and Payment Plan, Schedule C of this AFS;

"Maintenance Deposit" or **"IFMSD"** shall mean the interest-free maintenance security deposit payable by the Allottee under this AFS towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee as per Clause 3.3 or in terms of the Maintenance Agreement;

"Non- Saleable Areas" shall mean and include all areas in The Westerlies project that are not saleable including all open areas, landscaping, horticulture, refuge areas, roads, streets, pathways, parks and areas designated for the provision of services, facilities and amenities meant for cleaning, sweeping, sanitation and garbage removal, which are provided for the convenience of the plot/Apartment holders and meant for common use of all the plot/Apartment holders;

"MSA/Maintenance Service Agency" shall mean the maintenance service agency appointed/ designated for providing all or any of the services related to the maintenance and upkeep of the said Project;

"Occupation Certificate" shall mean the occupation certificate for the Building constructed over the said Plot in the Project, as issued by the competent Authority(ies) under the Applicable Laws;

"Payment Plan" shall mean the Payment Plan annexed to this AFS as Schedule C.

"Plot/said Plot" shall mean the Plot No. _____ in the Project.

"Penalty for Delayed Possession" shall mean simple interest calculated at State Bank of India highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Haryana Real Estate (Regulation and Development) Rules-2017;

"Person" shall mean and include any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), limited liability partnership, sole proprietorship, trust, firm, union, unincorporated association, joint venture, joint stock company, Hindu undivided family, estate, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation whether or not required to be incorporated or registered under Applicable Laws or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

"PLC" or **"Preferential Location Charges"** shall mean the charges to be paid by the Allottee in case the said Plot on which the Building/Apartment is built or the Apartment allotted to the Allottee is preferentially located;

"Possession Notice/Notice of Possession" shall have the meaning given to such term under Clause 9.2 of this AFS;

"Project" shall have the same meaning as ascribed to it in Recital C of this AFS;

"Project Land" shall have the same meaning as ascribed to it in Recital A of this AFS;

"Real Estate Act" shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations framed thereunder;

2. Interpretation.

In this AFS,

2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this AFS) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this AFS and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 2.2 any reference to the singular shall include the plural and vice-versa;
- 2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 2.4 any references to a "company" shall include a body corporate;
- 2.5 the recitals and schedules form part of this AFS and shall have the same force and effect as if expressly set out in the body of this AFS, and any reference to this AFS shall include any recitals and schedules to it. Any references to Clauses and schedules are to Clauses of and schedules to this AFS. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedules in which the reference appears;
- 2.6 references to this AFS or any other document shall be construed as references to this AFS or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 2.7 headings to Sections, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this AFS;
- 2.8 "in writing" includes any communication made by letter or e-mail;
- 2.9 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.10 the preliminary recitals are an integral part of this AFS and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this AFS.

3. TERMS:

- 3.1 In accordance with the terms and conditions set out in this AFS, the Promoter hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Apartment bearing No. _____, having Carpet Area _____ square meter (_____ square feet), on the _____ floor in the Building along with one stilt car parking no. _____ attached thereto and rights in the Common Areas, hereto read with specification of the same set out in Schedule-D, for a Total Sale Price of Rs. _____/- (Rupees _____ Only) (**"Total Sale Price"**).
- 3.2 The Total Sale Price for the Apartment shall include taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) as currently applicable.
- 3.3 In addition to the Total Sale Price, the Allottee hereby undertakes and agrees to pay the following:

- (i) Maintenance Charges (advance for 2 years) at the rate of Rs. _____/- per sq. mtr. (Rs. _____/- per sq. ft.) of Carpet Area of the Apartment, plus applicable GST;
- (ii) IFMSD of an amount of Rs. _____/- @ Rs. _____/- per sq. ft. of Carpet Area of the Apartment;

The Total Sale Price as well as the amounts payable under sub-clause (i) and (ii) shall be payable by the Allottee to the Promoter in accordance with the **Payment Plan, Schedule C** to this AFS.

Explanation:

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

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

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. on the construction of the Project 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 Real Estate Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Sale Price of Apartment includes recovery of price of land, development/ construction of [not only of the Apartment] but also of the Common Areas (if applicable), internal development charges, infrastructure

augmentation charges, external development charges, taxes/ fees/ levies etc., power backup, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with distemper/paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for Residential usage along with parking in the Project.

- 3.4 The Total Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new and perspective 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 Real Estate Act, the same shall not be charged from the Allottee. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 3.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee(s).
- 3.6 It is agreed that the Promoter shall not make any substantial additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Real Estate Act 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 Real Estate Act or as per approvals/ instructions/ guidelines of the competent Authority(ies).
- 3.7 The Promoter shall confirm to the Carpet Area that has been allotted to the Allottee after the construction of the Building/ Apartment, as the case may be, is complete and the Occupation Certificate/ part Occupation Certificate (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 Sale Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee

within 90 days with annual interest at the rate prescribed in the Real Estate Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than five percent (5%) of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate on which the Apartment was originally booked..

3.8 Subject to para 11.3 the Promoter agrees and acknowledges, that the Allottee shall have the right to the Apartment along with parking as mentioned below:

3.8.1 The Allottee shall have exclusive ownership of the Apartment for residential usage along with parking;

3.8.2 The Allottee shall also have a right in the common areas as provided under Rule 2(1)(f) of HRERA Rules, 2017 of the State. The Allottee shall use the common areas of The Westerlies project 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 said common areas to the association of allottees/ competent authorities after duly obtaining the Part Completion/ Completion Certificate for The Westerlies project from the competent authority, as the case may be as provided under Rule 2(1)(f) of HRERA Rules, 2017 of the State;

3.8.3 The Allottee shall use the Common Areas of the Building along with other occupants/owners of the Building, without causing any inconvenience or hindrance to them.

3.8.4 The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

3.8.5 Reserved Car Parking Space :

a) The Allottee shall be entitled to use the reserved/ dedicated parking only for purpose of parking car / jeep / scooter or any other light motor vehicle within the condition not to use such parking for any purpose other than parking of light motor vehicles. The Allottee has agreed that such parking shall be used together with the Apartment and not as an independent unit and the Allottee undertakes not to deal with the parking independent of the Apartment.

b) Any additional parking, if required by the Allottee, subject to availability, may be allotted by the Promoter, and charged at the then prevalent rates for allotment of each such additional parking. Such reserved parking space(s) is an integral and indivisible part of the Apartment, the Allottee undertakes not to transfer the same

in favour of any third party without the conveyance, sale, transfer and assignment of the Apartment. All clauses of this Agreement, including but not limited to the use, termination, resumption etc. of the Apartment shall, mutatis mutandis, apply to the car parking space(s).

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

3.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only), as Booking Amount being part payment towards the Total Sale Price of the Apartment till the time of registration of this AFS; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

3.11 The Allottee acknowledges and confirms that this AFS is in respect of sale of the Apartment at the said Plot and does not create any right, title or interest of any kind whatsoever in any other saleable areas, lands, buildings, open spaces, recreation areas, parks, Non Saleable Areas, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DTCP in The Westerlies project. All rights, title and interest, including ownership of such other saleable areas, lands, buildings, open spaces, recreation areas, parks, services, facilities and amenities falling within The Westerlies project, including those specifically earmarked as Non Saleable Areas and other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DTCP in The Westerlies project shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal with the same in any manner whatsoever as the Promoter may deem fit as per Applicable Laws. However, the Promoter may

permit the Allottee and other occupants of the Project to use the Non Saleable Areas, amenities and facilities on such terms and conditions as may be applicable thereto or as may be decided by the Competent Authority(ies) from time to time.

- 3.12 It is specifically clarified by the Promoter and accepted by the Allottee that The Westerlies project shall contain, besides the residential plots, plots for economically weaker sections (EWS plots) required to be transferred in accordance with the guidelines of the DTCP, which shall continue to belong to the Land-Ownning Companies/Promoter until these are transferred by them. It is further clarified by the Promoter and accepted by the Allottee that The Westerlies project shall also have other saleable areas, lands, buildings, Non Saleable Areas, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots) which shall continue to belong to the Promoter/Land-Ownning Companies and in fact are transferable units. The Promoter shall be entitled to own/use/transfer/sale the same as per Applicable Laws.
- 3.13 The Allottee agrees and undertakes that the Apartment or said Plot shall not be partitioned, subdivided or fragmented in any manner, except as may be permissible under the Applicable Laws. Any agreement or understanding in respect thereof without such prior permission shall be void. No partial sale of the Apartment or said Plot shall be permitted at any time and it is hereby expressly declared and agreed that while use and occupation within the terms of this AFS shall be at the discretion of the Allottee, the ownership of the Apartment shall be as per the records of the Promoter and otherwise as permissible under Conveyance Deed and Applicable Laws. Provided however, that if Applicable Laws permit transfer of the Apartment or said Plot in a manner that this AFS does not permit, the Applicable Laws shall prevail over terms of this AFS.
- 3.14 The development of the facilities and services for The Westerlies project shall be undertaken by the Promoter in a phase wise manner due to which any facilities and services may not be available at the time of offer of possession of the Apartment to the Allottee. The Allottee shall not raise any objection or claim of any nature whatsoever in this regard and shall not hold any instalment/payment on this account.
- 3.15 The Allottee understands that the approved layout plan of The Westerlies project does not include the provision of a club. However, the Promoter may at its own option/discretion provide for the same at any permissible location in The Westerlies project as permissible under the Applicable Laws. In case such club facility is provided and the Allottee decides to use the same, then the Allottee shall be liable to pay for the club refurbishment charges, related interest free refundable security deposits, club membership and usage charges and any other charges as may be decided by the Promoter/MSA or any other entity designated by the Promoter to operate, maintain and manage the club. The Allottee shall be obliged to adhere to the rules, guidelines and policies for the usage of the club as may be applicable from time to time.
- 3.16 From the date of the Notice of Possession and till the time each plot in The Westerlies project or the Apartment is not separately assessed, the Allottee agrees to pay on demand all taxes,

charges, dues, demands, property tax etc. and/or any enhancement thereof whether leviable now or in future, in respect of the project, as the case may be, in proportion to the said Plot Area or Apartment, as may be applicable, and such apportionment of taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter, Competent Authority(ies) or Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

- 3.17 The Allottee agrees and confirms that the Promoter shall at all times be entitled to develop, as part of The Westerlies project, any additional contiguous land parcels as per necessary sanctions and related project approvals that may be obtained from the Competent Authority(ies), seek changes in the approved layout plan as per norms of the Competent Authority(ies) for such development and to connect the services of additional development area to the road, sewer, electricity, STP, WTP etc. services of The Westerlies Project. Any such changes shall be in accordance with and subject to the Applicable Laws. The Allottee shall not raise any objection or claim any compensation for the same. The Allottee further agree that all owners/occupiers of such additional development shall have the same rights as the Allottee has with respect to the project including right to use the community building/open areas etc. and become members of any association formed under provisions of the applicable laws and the perpetual right to unrestricted, unobstructed and unopposed access through and unfettered use of all the open areas/facilities/amenities in The Westerlies project.
- 3.18 Transfer of rights under this AFS :
- (i) Subject to compliance and adherence by the Allottee of the terms and conditions of this AFS, the Promoter may at its sole discretion and subject to payment by the Allottee of transfer charges, administrative charges and completion of requisite documentation as may be prescribed by the Promoter, permit the transfer of allotment of the Apartment in favor of a transferee(s)/nominee(s)/assignee(s) of the Allottee. Such permission for transfer/assignment of this AFS shall always be subject to Applicable Laws. It is hereby clarified and the Allottee agrees that no request for transfer/assignment of the allotment of the Apartment can be made by the Allottee after dispatch of the Notice of Possession by the Promoter.
 - (ii) The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In case the Allottee has secured any finance/ loan against the Apartment from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be required for the transfer. Further, the Allottee shall solely be responsible for obtaining any 'no objection certificate' as may be required to be obtained from the concerned Sub-Registrar for the transfer. Further, the Allottee shall also be liable to pay the stamp duty, registration charges and administrative charges as may be applicable to give effect to the transfer/assignment of this AFS/ Apartment.

4 MODE OF PAYMENT:

Subject to the terms of this AFS and the Promoter abiding by the agreed construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] or payment demand letter through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of '_____ ' payable at _____.

5 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 5.1 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 thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 5.2 The Promoter accepts no responsibility in regard to matters specified in para 5.1 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 Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

6 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

7 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the

Allottee and the common areas of The Westerlies project to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of HRERA Rules, 2017.

8 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the said Apartment is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] the Promoter has represented that required approvals/sanctions in this regard have been obtained from the competent Authority(ies).

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 AFS, the Promoter undertakes to strictly abide by such plans approved by the competent Authority(ies) and shall also strictly abide by the provisions and norms prescribed by the DTCP and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Real Estate Act or as per approvals/instructions/ guidelines of the competent Authority(ies), and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

9 POSSESSION OF THE APARTMENT:

- 9.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment along with parking to the Allottee(s) and the common areas of The Westerlies project to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of HRERA Rules, 2017, is the essence of the Agreement.

The Promoter assures to offer possession of the Apartment to the Allottee as per agreed terms and conditions on or before 14.01.2024, unless there is delay due to "*force majeure*", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety (90) days. The Promoter shall intimate the Allottee about such termination at least thirty (30) 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.

- 9.2 Procedure for taking possession of Apartment** - The Promoter, upon obtaining the Occupation Certificate or part thereof of the said Building or the Apartment, as the case may be, shall offer in writing the possession of the Apartment within three months from the date of obtaining such approval, to the Allottee(s) as per terms of this AFS ("**Notice of Possession**").

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Plot/ Apartment at the time of conveyance of the same. The Allottee(s), from the deemed date of taking of possession of the Apartment as provided under the Notice of Possession, agree(s) to pay the Maintenance Charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

- 9.3 Failure of Allottee to take Possession of Apartment** - Upon receiving Notice of Possession from the Promoter as per para 9.2, the Allottee shall make due payments as per demand raised by the Promoter along with Notice of Possession. After payment of due amounts including but not limited to Total Sale Price/taxes/GST/charges/stamp duty/registration fee/legal charges etc. and executing necessary indemnities, undertakings and such other documentation as prescribed in this AFS or as prescribed by the Promoter, the Promoter shall execute Conveyance Deed of the Apartment in favour of the Allottee and the Promoter shall handover possession of the Apartment to the allottee as per terms and condition of the AFS.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 9.2, such Allottee shall continue to be liable to pay Maintenance Charges and holding charges as specified in para 9.2.

- 9.4 Possession by the Allottee** - After obtaining the Occupation Certificate of the Building/ Apartment, as the case may be, and handing over the physical possession of the Apartment to the Allottee, 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 HRERA Rules, 2017.

- 9.5 Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Real Estate Act:

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending

rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety (90) days of such cancellation.

- 9.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Real Estate Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 9.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Real Estate Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the HRERA Rules including compensation in the manner as provided under the Real Estate Act within ninety (90) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the HRERA Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety (90) days of it becoming due.

10 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) As detailed hereinabove the Promoter and its associate/collaborator companies has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Apartment being sold to the Allottee 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 or phase(s), as the case may be, as well as for the Apartment and for common areas as provided under Rule 2(1)(f) of HRERA Rules, 2017;

- (v) The Promoter has the right to enter into this AFS 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 Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this AFS;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this AFS;
- (viii) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment along with parking to the Allottee, common areas of The Westerlies project to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Project 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 Project Land;
- (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 Authority(ies) till the Notice of Possession of Apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of HRERA 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land and/ or the Project.

11 EVENTS OF DEFAULTS AND CONSEQUENCES:

- 11.1 Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of default, in the following events:

- 11.1.1 Promoter fails to provide ready to move in possession of the developed Apartment along with parking to the Allottee within the time period specified in para 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all

specifications, amenities and facilities, as agreed to between the Parties, and for which Occupation Certificate or part thereof has been issued by competent authority.

11.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the rules or regulations made thereunder.

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

- (ii) 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
- (iii) The Allottee shall have the option of terminating this AFS in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the HRERA Rules within ninety (90) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the AFS, he shall be paid, by the Promoter, interest at the rate prescribed in the HRERA Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety (90) days of it becoming due.

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

11.3.1 In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the HRERA Rules;

11.3.2 In case of default by Allottee under the condition listed above continues for a period beyond ninety (90) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety (90) days of such

cancellation. On such default, this AFS 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.

12 CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Sale Price and other amounts for the Apartment as per Clause 3.1 and 3.3 or as per demand raised with Notice of Possession, shall execute a Conveyance Deed preferably within three months but not later than six months from the date of obtaining Occupation Certificate for the Apartment/Building and convey the title of the Apartment and proportionate area in land of the said Plot. After execution of Conveyance Deed possession of the Apartment shall be handed over to the Allottee.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of HREERA Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the Notice of Possession, 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.

13 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- 13.1 The Promoter shall be responsible to provide and maintain essential infrastructure services in The Westerlies project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the Part Completion Certificate/ Completion Certificate of the project, as the case may be. The Allottee shall be liable to maintain the Apartment at its own cost, the Promoter/MSA shall be liable to maintain only the common area of The Westerlies project. The allottee(s) of the Building shall be jointly liable to maintain the Common Areas of the Building at their own cost.
- 13.2 In case, the Allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services till the Allottee/ association of allottees takes possession of the said essential services.
- 13.3 The Allottee agrees and understands that the Promoter either by itself or through a maintenance service agency ("**MSA**") that it may appoint, carry out the maintenance and upkeep of the common areas of The Westerlies project for a period as may be specified by the Competent Authority or as required under Applicable Laws until the responsibility for such maintenance is required to be handed over to any Association as may be formed under Applicable Laws or to any government agency, as the case may be.

- 13.4 For this purpose, the Allottee shall execute a Maintenance Agreement with the Promoter/MSA simultaneous to the issuance of Notice of Possession by the Promoter in respect of the Apartment and any refusal or denial to execute the same shall tantamount to a deliberate breach of this AFS and shall be deemed to be an default under this AFS. The Allottee undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Allottee has taken possession of the Apartment or not or is otherwise not in physical occupation of the same.
- 13.5 The MSA will be responsible for the maintenance and upkeep of all roads, public open spaces / parks and common facilities including water supply, sewerage, storm water drainage, garbage collection and disposal, street lighting, horticulture and watch & ward services of The Westerlies project for a period as may be specified by the Competent Authority or as required under Applicable Laws until the responsibility for such maintenance is required to be handed over to any Association as may be formed under Applicable Laws or to any government agency, as the case may be.
- 13.6 The Maintenance Charges shall be due & payable from the deemed date of possession as provided under the Notice of Possession by the Promoter irrespective of whether the Allottee takes physical possession of the Apartment or not. The Allottee accepts that provision of such Maintenance Services shall at all times be subject to the timely payment of all costs, charges, fees etc. by whatever name called for such maintenance, including but not limited to the requisite IFMSD (including any further contributions to the IFMSD, whenever necessary) and upon demand raised by the Promoter/MSA, periodic Maintenance Charges, sinking funds etc. that shall be billed to the Allottee.
- 13.7 In order to secure the continued provision of Maintenance Services and to secure the due performance of the Allottee for payment of Maintenance Charges within the time stipulated by the Promoter/MSA, the Allottee shall deposit and shall always keep deposited with the Promoter/MSA the IFMSD as specified in Clause 3.3. If the Allottee fails to pay the Maintenance Charges on or before the due date, then (a) the Allottee shall not be entitled to Maintenance Services and (b) the amount of such unpaid Maintenance Charges shall be adjusted against the IFMSD and the Allottee undertakes that such amount so adjusted shall be made good by the Allottee within 15 (fifteen) days of the demand as may be raised by the Promoter/MSA in this context so that the amount of the IFMSD as is required in terms hereof to be maintained by the Allottee is thereby reinstated.
- 13.8 It is also hereby expressly declared and agreed that the Promoter/MSA shall have a charge/lien on the Apartment to the extent of all dues towards unpaid Maintenance Charges/IFMSD and any other sums payable to the MSA by the Allottee under the Maintenance Agreement after the IFMSD has been exhausted and this condition/obligation shall run concurrently with the ownership of the Apartment within the meaning of Section 31 of the Transfer of Property Act, 1882 and shall survive even after conveyance of the Apartment to the Allottee.
- 13.9 The Allottee understands that the cost of Maintenance Services might increase due to efflux of time/inflation and hence, the rate of Maintenance Charges and the amount of the IFMSD may have to be suitably increased and the Allottee hereby agrees and confirms to pay any

such notified increase in the cost of the Maintenance Charges and the amount of increased IFMSD as may be demanded by the Promoter/MSA at the appropriate time.

- 13.10 For transfer of the Apartment, the IFMSD amount shall be credited to the account of the concerned transferee. However, in case the amount of the IFMSD is less than what it ought to be in terms hereof, then the Promoter shall be entitled to withhold the transfer until the Allottee or the transferee of the Allottee makes good the shortfall. Nevertheless, under no circumstances would the IFMSD be refunded to the Allottee due to any reason whatsoever.
- 13.11 The buildings, plant, equipment, machinery and other assets at The Westerlies project may be insured with an Indian insurer against usual perils by the Promoter/MSA on behalf of all the owners of the project/Project and the premium cost thereof shall be payable by the Allottee as part of the Maintenance Charges in proportion to the area of said Plot/ Apartment as may be applicable. The Allottee shall not do or permit to be done any act or thing which may render void/voidable any such insurance policy purchased by the Promoter/MSA or which may lead to imposition of adverse conditions, warranties and deductibles by the insurer or cause an increase in premium cost in respect thereof. Any increase in premium cost attributable to any act of omission or commission on the part of the Allottee shall be intimated to the Allottee and shall be due and payable to the Promoter/MSA by the Allottee. The Allottee(s) of the Building shall be liable to take separate insurances, at their own cost, for their respective apartments and Building, as the case may be.
- 13.12 That the Allottee shall not affix any cables / wires or any other equipment or accessory for electricity, satellite television, telephone / internet etc. anywhere at its discretion, except as per process and guidelines as may be stipulated by the Promoter/MSA.
- 13.13 The Allottee shall become a member of the Association of the plot/ Apartment owners, as the case may be, in The Westerlies project which may be formed by the buyers / occupants in the project. The Allottee, as per Applicable Laws and shall also from time to time, be required to pay the periodic membership /subscription charges as per demands raised by the Association and sign and execute any application for membership and other papers, instruments and documents in this regard. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified under bye laws of such Association.

14 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 AFS relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining Occupation Certificate for the Apartment, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety (90) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate 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. The defect liability of all the electrical appliances, machines, articles used in washrooms and lift etc. shall be covered by the warranty of the respective manufacturer, the Promoter shall have no responsibility for the same.

15 RIGHT TO ENTER THE APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ MSA/ association of allottees/ competent authority or their employees shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or MSA/ competent authority to enter into the Plot/ Apartment/ Common Areas 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).

16 USAGE:

Use of Service Areas: The basement(s) and service areas, if any, as located within The Westerlies, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

17 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:

- 17.1 Subject to para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment along with car parking and Common Areas of the Building at his/ her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, along with parking, or the staircases, lifts, common passages, corridors, circulation areas, mumty or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Plot along with car parking and keep the Apartment, along with car parking, Common Areas, 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.
- 17.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or common areas of the Apartment or the Project. 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottee/ 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 said Plot/ Apartment and parking, as the case may be.

18 ELECTRICITY AND POWER BACKUP:

- 18.1 The Promoter has obtained bulk supply connection from DHBVNL for The Westerlies project and electric connection to the Apartment shall be provided through that bulk supply connection. The Allottee shall apply to Promoter/MSA for electricity connection for the Apartment.
- 18.2 The Allottee understands and agrees that all charges including electricity/power infrastructure and augmentation charges, fees, deposits payable to DHBVNL for obtaining an electricity connection for The Westerlies Project has been paid by the Promoter. Further, the Allottee agrees that the conveyance of the Apartment and issuance of the NOC for obtaining an electrical connection may be withheld by the Promoter till full payment thereof is received by the Promoter (or its nominee/MSA) from the Allottee and that the Promoter/MSA will be entitled in terms of the Project Maintenance Agreement to suspend power back-up supply till full payment of the unpaid Maintenance Charges and/or any shortfall in the IFMSD, if any, is received by the Promoter/MSA.
- 18.3 Subject to such approvals from the Competent Authority(ies) as may be necessary in this regard, the Promoter shall provide appropriate power backup at the Project for which the Promoter or its agents, or the MSA, as the case may be, shall have the sole right to decide the capacity and type of the power backup equipment/plant/machinery as may be considered necessary for the purpose. It is also understood that the location for the purpose of such power utility is not identified in the approved layout plan of The Westerlies project and the Promoter reserves the right to select any site anywhere in or around the Project. The fixed KVA load per plot ("Connected Load") for the power back-up infrastructure shall be as per applicable DHBVN norms. The Connected Load of said Plot shall be distributed in equal share between the apartments in the Building.
- 18.4 The Connected Load will be subject to a diversity factor of 60% and any revision in the same as may be from time to time. However, the Allottee shall be liable to pay for the monthly electrical consumption charges based upon expenditure incurred for fuel, spares and consumables, depreciation and other wear and tear of plant, equipment and machinery, repairs and replacements etc. with appropriate application of administrative costs of the MSA, which shall be intimated to the Allottee by the Promoter / MSA and any failure to pay the same shall entitle the Promoter/MSA to suspend the provision of maintenance services

including the power back-up supply. A necessary provision to this effect will also be incorporated in the Conveyance/Sale Deed.

- 18.5 The Allottee agrees and understands that the Promoter, at its sole discretion and subject to such statutory approvals as may be necessary, enter into an arrangement for generation and supply of power to the project to which the Allottee shall not have any objection and hereby gives the unconditional and unqualified consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the Allottee has agreed that such power supply may be in addition to the power supply from DHBVNL/any other source. The Allottee agrees that this arrangement could be provided within the project by the Promoter directly or through any group company of the Promoter or through any arrangements that the Promoter may have with the MSA/ Association.
- 18.6 The Allottee agrees that the charges per unit of electricity for the supply of power from any such source as commissioned by the Promoter may be at marked variance with the charges per unit of electricity consumption applied by the DHBVNL. The Allottee hereby confirms and agrees to pay all such charges based upon actual consumption of electricity supplied from such source to the Promoter/MSA. All such charges may be included by the MSA as part of the Maintenance Charges.
- 18.7 The Allottee hereby agrees and confirms that the Allottee shall not have any ownership right, title or interest in the electrical and auxiliary plant, equipment, machinery and accessories that may be installed by the Promoter for such purpose.

19 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this AFS for the allotment of Apartment with the full knowledge of all laws, rules, regulations and notifications applicable in the State of Haryana and related to the Project.

20 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. However, it has been agreed between the Parties that in case of increase of FAR, due to enactment of new law/rules/regulations by competent Authority(ies), of the said Plot the Promoter shall have sole right to deal with the said increased FAR. The Allottee shall not claim any right/title or interest over said increased FAR and the Promoter shall have sole right to use the said increased FAR over said Plot/Building or over any other plot of The Westerlies Project as may be applicable/allowed under the applicable laws. The Promoter shall have complete right and authority to construct additional floor(s) over the said Building, transfer the same to any third

party and to connect the services (electricity, water, sewage, lift etc.) of said Building with the new constructed floor(s) as may be permissible under the applicable laws, the Allottee shall not claim any compensation or raise any protest in this regard.

The Allottee undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Plot after taking possession of the Apartment.

21 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. However, Mortgage Lenders terms and conditions will apply on Allottee, if the Allottee avails Mortgage Loan on the Apartment and the Promoter can act on the instruction of Mortgage Lender, without any further reference to the Allottee.

22 APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State of Haryana.

23 BINDING EFFECT:

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

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 (60) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Booking Amount.

24 ENTIRE AGREEMENT:

This AFS, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

25 RIGHT TO AMEND:

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

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

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

27 WAIVER NOT A LIMITATION TO ENFORCE:

27.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this AFS, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

27.2 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.

28 SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in The Westerlies project or the said Project, the same shall be the proportion which the area of the Plot or carpet area of the Apartment bears to the total area/ carpet area of all the Plots/ Apartments in The Westerlies project or the said Project, as the case may be.

30 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.

31 PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 relevant laws applicable in the State of Haryana at Sub-Registrar office, Gurugram, Haryana. Hence, this Agreement shall be deemed to have been executed at Gurugram, Haryana.

32 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 hereinabove.

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.

33 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.

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this AFS shall not be construed to limit the rights and interests of the Allottee under the AFS or under the Real Estate Act or the rules or the regulations made thereunder.

35. **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 Real Estate Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State of Haryana for the time being in force.

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 Real Estate Act.

37. **MISCELLANEOUS:**

- a. The Allottee shall neither encroach upon the Common Areas and facilities, passages, corridors or interfere with the services available for common use in the Plot/Building nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever. If there is any damage is caused to the General Common Areas, facilities, Limited Common Areas or to the structure of the Building on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, the Allottee shall pay for the rectification of such loss and/ or damage caused as may be charged by the Promoter or the other allottees in the Building or MSA, as the case may be, whose decision shall be final and binding in this regard.
- b. The Allottee shall not install his/her/their personal / individual generator(s) for providing power back up to the Apartment.
- c. In case any plant, machinery, equipment, facilities etc. within the Building/Project requires replacement, up-gradation, addition etc. the cost thereof shall be shared/ contributed by the allottees/ owners of apartments in the Project/Building, as the case may be, on pro-rata/ proportionate share basis.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: Experion Developers Pvt. Ltd.

(Through its authorised representative)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Land Owning Companies:

(1) Experion Real Estate Developers Pvt. Ltd.

(2) Experion Reality Private Limited

(Through its authorised representative)

(Through its authorised representative)

(3) Avighna Buildwell Pvt. Ltd.

(4) Brahma Buildwell Pvt. Ltd.

(Through its authorised representative)

(Through its authorised representative)

(5) Marcon Developers Pvt. Ltd.

(6) Moksha Buildtech Pvt. Ltd.,

(Through its authorised representative)

(Through its authorised representative)

(7) Premier Infra Developers Pvt. Ltd.

(8) Sumel Buildtech Pvt. Ltd.

(Through its authorised representative)

(9) Sumel Projects Pvt. Ltd.

(Through its authorised representative)

(11) Sophia Constructions Limited

(Through its authorised representative)

(Through its authorised representative)

(10) Sumel Developers Pvt. Ltd.

(Through its authorised representative)

(12) SAS Servizio Pvt. Ltd.

(Through its authorised representative)

At Gurugram, on _____ in the presence of:

WITNESSES:

1. Signature _____ Name _____
 Address _____

2. Signature _____ Name _____
 Address _____

SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE
APARTMENT**

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE
PROJECT**

Annexure-1
(Land Owning Companies)

1. **Experion Reality Private Limited** (formerly S. K. N. Developers Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
2. **Experion Real Estate Developers Private Limited** (formerly K. N. S. Real Estate Developers Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
3. **Avighna Buildwell Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
4. **Brahma Buildwell Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
5. **Marcon Developers Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
6. **Moksha Buildtech Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
7. **Premier Infra Developers Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi - 110 075.
8. **Sumel Buildtech Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001.
9. **Sumel Projects Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001.
10. **Sumel Developers Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 21-A, Janpath, New Delhi-110001.
11. **Sophia Constructions Limited**, a company incorporated under the Companies Act, 1956 having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi - 110001.
12. **SAS SERVIZIO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002.

Annexure-2

Details of Project Land

Sr. No.	Village	Tehsil	Mustil No.	Killa No.	Land Owned by
1	Dharampur	Gurugram	4	2 Min	Sumel Projects Pvt. Ltd.
2				3 Min	Sumel Projects Pvt. Ltd.
3				8 Min	Moksha Buildtech Pvt. Ltd.
4				9 Min	Moksha Buildtech Pvt. Ltd.