

## GIST OF AGREEMENT FOR SALE

### 1. RECITALS:

- 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**");
- B. The Land-Ownning 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-Ownning 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-Ownning 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. Promoter along with the Land-Ownning 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-Ownning 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;

- F. 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.
- G. 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 \_\_\_\_\_;
- H. 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**;

## 2. **TERMS:**

- 2.1 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**").
- 2.2 The Total Sale Price for the Apartment shall include taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) as currently applicable.
- 2.3 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.

- 2.4 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")**.
- 2.5 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.
- 2.6 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;
- 2.7 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).
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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. 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.

### **4. POSSESSION OF THE APARTMENT:**

- 4.1 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.

**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**").

- 4.2 Failure of Allottee to take Possession of Apartment** - Upon receiving Notice of Possession from the Promoter, 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.

**4.3 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.

**4.4 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.

**4.5** 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.

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

- 4.6.1** 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;
- 4.6.2** 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.

## **5 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 HRERA 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.

## **6 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 6.1** 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.
- 6.2** 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.
- 6.3** 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.

## **7 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.

## **8 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PLOT:**

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, mummy 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.

## **9 ELECTRICITY AND POWER BACKUP:**

- 9.1 The Promoter has obtained bulk supply connection form 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.
- 9.2 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.
- 9.3 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

**13. 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.

**14. 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.

**15. 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.