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Submitted in RERA

For Ashiana Mulberry Ph-I

ASHIANA MULBERRY
SOHNA, GURGAON

AGREEMENT FOR SALE

ANNEXURE A

[See rule 8]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ (Date) day of ____ (Month), 20____,

By and Between

[If the promoter is a company]

____ (CIN No. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

AND

[If the Allottee is a company]

____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

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[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

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

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

DEFINITIONS:

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

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Apartment Act" means the Haryana Apartment Ownership Act 1983 and the Rules framed there under and/or any other statutory enactment or modifications thereof applicable on the said Apartment/ Project.

"Agreement" means this Agreement for Sale which may also be referred as Apartment Buyer Agreement executed by the Allottee and the Promoter.

"Allottee" means the person to whom the said Apartment has been provisionally allotted and who is entering into this Agreement with the Promoter for Allotment of the said Apartment and includes all joint/ co-allottees.

"Association" means the Association of Allottees / Owners' Association / Association of Apartment Owners to be formed in terms of provisions of the Act and the Apartment Act.

"Building" means the building/ tower in which the Apartment allotted to the Allottee and being purchased by the Allottee vide this Agreement is located.

"Buildings" mean the various towers/ buildings in the said Complex/ Project.

"Built-up area/ Covered area" of the said Apartment also referred to as Apartment Area shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, lofts etc. and half the area of common walls and columns which are common with adjoining/ other apartments/ premises, which form integral part of said Apartment.

"Carpet Area" means carpet area as defined under Act.

"Common Areas and Facilities" shall be as provided in the declaration or lawful amendments thereto filed by the Vendor in terms of the Haryana Apartment Ownership Act 1983 and the Rules framed there under and/or any other statutory enactment or modifications thereof applicable on the said Apartment/ Project, and shall exclude Commercial facilities/ Building provided in the Total Licensed Project.

"Conveyance Deed" means the deed of conveyance which shall convey title of the said Apartment in favour of the Allottee in accordance with this Agreement and the Apartment Act and shall also include and mean Sale Deed.

"Declaration" shall mean the Declaration (including any amended Declaration) filed/ to be filed under the Apartment Act, with the competent authority, with regard to the said Apartment/ said Building/ said Project/ Total Licensed Project.

"DGTCP" shall mean the Director General of Town and Country Planning, Haryana.

"DHBVNL" shall mean Dakshin Haryana Bijli Vitran Nigam or any such authority constituted by Govt. of Haryana for providing Single Point Bulk Supply HT Electric Connection to the Project.

"Government" means the Government of the State of Haryana;

"Limited Common Areas and Facilities" shall mean those common areas and facilities, which are specifically designated as such in the Declaration and are specifically reserved and allotted for exclusive use, enjoyment and access of certain apartment or apartments in the Project to the exclusion of other apartments and shall include reserved car parking spaces provided in the open, stilt and basement for exclusive use of designated apartments.

"Maintenance Agency" shall mean the agency who is assigned by the Promoter or the Association the responsibility for organising and managing the maintenance of the Common Areas and Facilities in the said Project/ Total Licensed Project.

"Maintenance Agreement" means the Maintenance Agreement to be executed by the Allottee and , Promoter and/or Maintenance Agency.

"Maintenance Charges" shall mean the charges payable by the Allottee to the Promoter, Association or Maintenance Agency for the maintenance of the Common Areas and Facilities in the said Project/ Total Licensed Project.

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"Non Refundable Amounts" means interest paid or payable on delayed payments by the Allottee, brokerage paid/ payable by the Promoter for sale of said Apartment, if any, non refundable taxes, cesses, charges etc. deposited/ to be deposited by the Promoter on allotment of the said Apartment.

"Preferential Location Charges (PLC)" means charges for the preferential location attribute(s) of the said Apartment payable/ as applicable for the said Apartment, as mentioned in this Agreement.

"Project " means that part (Ashiana Mulberry Phase I) which is being registered under RERA out of Total Licensed Project (Ashiana Mulberry) comprising of Tower Nos T1, T2 & T3 having 180 residential apartments togetherwith such common areas, facilities and amenities of **Total Licensed Project** which are essential for occupancy and habitation of these 180 residential apartments and are essential for grant of Occupancy Certificate for said Towers.

"Project Land" means that part of Total Project Land on which the present Project as defined herein is being developed.

"Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.

"Reserved Car Parking Space" shall mean the designated/ reserved car parking space or spaces in the Basement, Stilt or Open exclusively allotted to the Allottee in the Project as Limited Common Area with exclusive right for parking his light motorized vehicles meant for personal use only.

"Section" means a section of the Act.

"Statutory Charges" shall mean the proportionate amount payable by the Allottee towards the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation charges and any other charges levied/ leviable including retrospectively by whatever name called (demanded now or in future by the Government) alongwith normal interest payable on installments (as fixed by DGTCP) the Promoter to competent government authorities in relation to the Project.

"Super Area" or "Super Built-up Area" of Apartment shall be the sum of built-up area/ covered area of said Apartment and prorata share of Common Areas and Facilities.

"Taxes and Cesses" shall mean any and all taxes payable by the Promoter to the Government/ Authorities and collectable/ recoverable from the Allottee including GST and labour cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the said Apartment/ said Complex, now or in future.

"Total Licensed Land" means the land admeasuring 10.25 acres (41520.68 sq mtr) for which License for setting up a Residential Group Housing Colony has been granted by DGTCP Haryana situated at Vill. Sohna, Sector 2, Sohna, Dist. Gurgaon, Haryana

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"Total Project Land" means the balance Land admeasuring 8.717 acres (35,279.22 sq mtr) more or less after demarcation of 1.533 acres (6,241.46 sq mtr) for acquisition for service road and green belt out of Total Licensed Land.

"Total Licensed Project" means the full project sanctioned to be developed and constructed on Total Project Land.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- d. References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;
- e. Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application or the Allotment Letter, the provision of this Agreement will prevail.
- g. Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

WHEREAS:

- A. The Promoter is the Owner of the Land admeasuring 10.25 acres (41520.68 sq mtr) under various Khasra Nos. situated at Vill. Sohna, Sector 2, Sohna, Dist. Gurgaon, Haryana more fully described in Schedule A (hereinafter referred to as Total Licensed Land) having purchased the same from its erstwhile Owners M/s PSL Infratech Pvt Ltd vide Sale Deed registered as document No. 5832 on 31-03-2015 at the office of sub registrar Sohna, Gurgaon.
- B. The Director General Town and Country Planning, Haryana ("DGTCP") granted a license to the erstwhile Owners M/s PSL Infratech Pvt Ltd bearing No. 16 of 2014 dated 10.06.2014 ("License") for setting up of a Residential Group Housing Colony on the Licensed Land which License has been transferred by DGTCP in favour of the Promoter vide Memo No LC-2817-JE(VA)/2015/9498 dated 08-06-2015. A part of the Licensed Land has been demarcated by DGTCP for the purpose of service road and green belt (Acquisition Land) and the balance land admeasuring 8.7177 acres (35,279.22 sq mtr) has been demarcated for development and construction of a Group Housing Project (hereinafter referred to as Total Project Land and shown in Schedule A).

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The Promoter has planned development of a multi-storied multi-building residential group housing project under the name and style of "Ashiana Mulberry" on the Total Project Land to be developed and constructed in phased manner in two or more phases and comprising of residential apartments/ units in various towers, car parking spaces, Common Areas and Facilities, Community Building (Complex Club), EWS units, school, commercial component etc. (Total Licensed Project).

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The DGTCP, Haryana has granted the approval/ sanction to develop the Project *vide* approval dated 10-06-2014 bearing license no. 16 of 2014;
- E. The Promoter has obtained the final sanctioned Building Plans and approvals for the Total Licensed Project from Director General Town and Country Planning, Haryana (DGTCP) *vide* Memo No. ZP-1062/AD (RA)/ 2015/4931 dated 26.03.2015 (shown in Schedule A). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. Presently only Ashiana Mulberry Phase I (PROJECT herein under RERA) out of the Total Licensed Project, comprising of Tower Nos T1, T2 & T3 having 180 residential apartments together with such common areas, facilities and amenities of Total Licensed Project which are essential for occupancy and habitation of these 180 residential apartments of Ashiana Mulberry Phase I and are essential for grant of Occupancy Certificate of Project is under development, construction and sale.

The Promoter has registered the Project (Ashiana Mulberry Phase I) under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

This Project (Ashiana Mulberry Phase I) as described hereinabove is registered as Ongoing Project as defined under RERA and shall henceforth in this Agreement be referred to as Project. The Promoter intends to sell, develop and construct the balance part of Total Licensed Project in future in two or more phases which shall be registered as separate Projects under RERA whenever they are undertaken in future. It is made clear by the Promoter and understood and agreed by the Allottee that the present Project is part of Total Licensed Project (Ashiana Mulberry) and is being constructed on a part (Project Land) out of Total Project Land, in accordance with Building Plans sanctioned by DTCP Haryana on Total Project Land and is not an independent Project.

It is clarified that the Common Areas and Facilities and Amenities provided in the Project shall be part of Common Areas and Facilities and Amenities to be provided for the Total Licensed Project as per Sanctioned Building Plans or any permissible revisions thereof in future and shall be available for use and enjoyment of all the allottees of Total Licensed Project including allottees of the Project. Some of the Common Facilities and Amenities like 33 KV HT Grid Supply Line, ESS, UG Water Storage Tanks, Pumps & Supply lines, Fire Fighting pumps & equipments, Club,

EWS Block including its Units/ Buildings and Facilities are being provided as per requirement for the Total Licensed Project including the Project herein (as they cannot be split for various phases of the Total Licensed Project) and shall be extended/ combined/ linked with the remaining phases of Total Licensed Project.

It has been made clear by the Promoter to earlier allottees in the Project and is now made clear to the Allottee that the Project has presently been approved based on FAR of 1.75 with 660 Main Dwelling Units and other commensurate units/ spaces/ areas but the Promoter has planned the Project for maximum FAR of 2.50 and maximum number of Main Dwelling Units not exceeding 940 Nos with commensurate other units/ spaces/ areas and the Promoter shall be entitled to develop and construct upto the aforesaid maximum planned limits in future phases of Total Licensed Project, if the same is permitted by DGTCP and other competent authorities in future before grant of final Completion Certificate or filing of Declaration as required under law. The Allottee has understood, agreed and granted his consent and no objection to the same.

G. The Allottee had applied for residential apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ ("Building") along with stilt/ basement parking no. (if applicable) _____ admeasuring _____ square feet in the _____ [Please insert the location of the said parking], as permissible under the applicable law and right in the common areas ("Common Areas") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

The Allottee acknowledges that the Promoter has provided all the information and clarifications to the Allottee as required by him including statutory approvals and other relevant documents pertaining to the said Project and Total Licensed Project, including site plan, building plans and apartment plans showing the proposed apartments & buildings, common areas and facilities in the said Project and Total Licensed Project and has identified the Apartment applied for and the rights and interest of the Promoter in the said Project and to enter into this Agreement and the Allottee has understood and satisfied himself about the same.

The Allottee has relied on his own judgment and investigation in deciding to apply for allotment of the said Apartment and has not unduly relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter, or any authorized RERA registered selling agents/ sales organizers/ brokers (only RERA registered Real Estate Agents are authorized to sell the Project) or otherwise including but not limited to any representations relating to the description or physical condition of the said Apartment/ said Building/ said Project and Total Licensed Project.

I. _____ [Please enter any additional disclosures/details];

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- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment alongwith parking (if applicable) as specified in Para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the for Residential alongwith parking (if applicable) as specified in Para G.
- 1.2 The Total Price for the built up Apartment alongwith parking (if applicable) based on the carpet area is _____ (Rupees _____ only) ("Total Price") (Give break up and description):

Block/Building/ Tower no. _____ Apartment No. _____ Type _____ Floor _____ Parking (if applicable) _____	Rate of Apartment per square feet
Total price (in rupees)	_____

However, as the Project is an Ongoing Project in which a large number of Units have been booked/ allotted/ sold prior to commencement of RERA on Super Built-up Area basis but have same Carpet Area as remaining unsold units which shall be sold after commencement of RERA, therefore for the purpose of information of the Allottee and to relate with earlier sale of similar Units in the Project the Promoter states that:

Super built up Area/ Super Area of said Unit is _____ sq ft (____ sq mtr)
Covered Area of the said unit is is _____ sq ft (____ sq mtr)

BREAK-UP

Price of Apartment

- Basic Sale Price of Apartment Rs. _____
- Charges for right of exclusive use of Covered Parking at Basement Level (single Bay/ double Bay) Rs. _____
- Preferential Location Charges Rs. _____
- Club Development Charges Rs. _____
- Electrical sub station charges (ESS) Rs. _____
- Fire Fighting Charges (FFC) Rs. _____
- Power Back up installation Charges (___ KVA) Rs. _____
- Reticulated Pipe Cooking gas installation Charges Rs. _____
- Additional space ___ sq ft Rs. _____

Statutory Charges

- External Development Charges Rs. _____
- Infrastructure Development Charges Rs. _____
- Infrastructure Augmentation Charges Rs. _____
- Any other statutory Charge, if applicable Rs. _____

Taxes

- GST/ Taxes (as applicable) Rs. _____
- Labour Cess (as applicable) Rs. _____
- Any other Government Taxes, Cesses, Levies Rs. _____

Total Price of Apartment Rs. _____

Additional Charges & Deposits

- Advance Maintenance Charges (AMC) for 2 years Rs. _____
- Contribution towards Capital Equipment Repair & Replacement Fund (sinking fund) Rs. _____
- Advance Common Area electricity charges for 24 months Rs. _____
- Interest Free Maintenance Security deposit Rs. _____

Total Addl Charges & Deposits Rs. _____

Total Amount Payable Rs _____

Remarks

1. The Allottee shall also be liable to pay stamp duty, registration charges, legal charges towards advocate fees and documentation charges and any other charges applicable at the time of registration of this Agreement for sale, Sale Deed in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). The legal charges stated above are towards advocate fees and documentation charges.

2. External Electrification Charges (EEC) which shall include any deposits, charges, levies, estimates, costs and expenses for sanction, erection and installation of Single Point Bulk Supply HT Electric Connection including HT Feeder line infrastructure to the Complex by DHBVNL shall be payable extra by the Allottee as per demand made by the Promoter based on costs, charges, deposits and expenses for the same at that time and shall also include costs, charges and deposits for providing individual sub-meter connection to the said Apartment including cost of electric meter and Pre-paid payment system.
3. Charges for sewer and/or water connection to the Project are payable additionally as determined at the time of connection.
4. Charges on account of formation and membership fee of Association of Allottees are payable additionally as determined.
5. Advance Common Area Electricity Charges have been collected for 24 months @ Rs. _____ per flat per month. The Final amount shall be worked out every year on the basis of actual usage and any surplus / deficit shall be refunded/ charged additionally.
6. Upon the Association of Allottees taking over maintenance of the Project before completion of 24 months, then (i) proportionate balance remaining out of Two Years AMC and (ii) balance remaining out of advance Common Area Electricity Charges paid by the Allottee as above shall be refunded to the Allottee or paid to the Association of Allottees as would be required under prevailing law. Maintenance Charges for the period after two years shall be payable by the Allottee on monthly/ quarterly/ half yearly/ annual basis as may be decided by the Association of Allottees.
7. Interest Free Maintenance Security (IFMS) deposited by the Allottee as above shall be refunded to the Allottee at the time of handing over of maintenance to the Association of Allottees / Maintenance Society.
8. Presently HUDA/Municipal water supply to the Project is not available to the Project. The Promoter has applied to HUDA for making arrangements for supply of water to the Project. Till such time HUDA/ Municipal water becomes available to the Project, water is proposed to be arranged through water tanker supply from external sources and the recurring cost incurred for procuring drinking water shall be borne and paid proportionately by all the Apartment Owners.

Explanation:

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

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

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

However, if Possession is not taken by the Allottee within the stipulated date the Allottee shall be liable to pay any increase in taxes if the stipulated Date for Possession is within Schedule Date of Completion as per registration with the Authority including any extension of Registration granted by the Authority. Further, if there is any increase or imposition of new taxes/ cesses levied with retrospective effect after receipt of Completion Certificate or Delivery of Possession/ Deemed Date of Possession of Unit (whichever is earlier) then such taxes/ cesses shall be treated as unpaid Price of said Unit and the Promoter shall be entitled for recovery of such charges from the Unit Allottee in accordance with prevailing laws.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and detailed in Schedule C and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment alongwith parking (if applicable) 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., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment alongwith parking (if applicable) in the Project.

That at present the fire safety measures in the said Project / Total Licensed Project and the Apartment have been provided as per the existing fire safety norms. If, however, due to any subsequent legislations/ government regulation/ orders or directives or guidelines or any change in existing guidelines or amendments in Fire Code/ National Building Code, if any additional fire safety measures are required to be installed by the Promoter, other than as provided/ to be provided, in terms of sanctioned Building plans before completion of Project, then the Allottee shall be liable to pay proportionate charges in respect thereof. This condition will survive even if such additional fire safety measures are required to be provided by the Promoter even after handing over possession and conveyance of the said Apartment and/or after receipt of Completion Certificate.

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- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges / taxes/ levies or introduction of new charges/ levies/ taxes which may be levied or imposed by the competent authority from time to time.

Any imposition of new levies, rates, demands, charges, fees etc. in future either with retrospective effect or prospective effect on the said Project/ Apartment shall be borne and paid by the Allottee on pro-rata basis in the ratio of Carpet Area of his Apartment to Carpet Area of all Apartments in the Total Licensed Project.

The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

However, If such charges are levied with retrospective effect after receipt of Occupancy and/or Completion Certificate or Delivery of Possession/ deemed date of Delivery of Possession (whichever is earlier), then such charges shall be treated as unpaid Price of said Apartment and the Promoter shall be entitled for recovery of such charges from the Apartment Allottee in accordance with prevailing laws.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (" Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment 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).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout/ demarcation-cum-zoning 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 or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and the Allottee hereby agrees and assures the Promoter that such consent shall not be unreasonable withheld and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

However, It is made clear by the Promoter to the Allottee and the Allottee agrees that minor changes may be required to be done at the requirement of the Architects and Consultants (structural/ plumbing/ fire/ electrical/ landscape etc) due to architectural/ technical or structural reasons duly recommended and verified by an authorised architect/ engineer in the process of development of working drawings during the course of construction. Such changes, if any, shall be within reasonable limits and shall be in accordance with permissible Building Bye laws. The Allottee hereby agrees that he shall not object to such minor changes which are required to be done due to technical reasons and if any written consent is required or sought by the Promoter, the same shall not be unreasonably withheld.

- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Note:

- a. All internal dimensions in the Apartment as shown in Sale Brochure and Schedule 4 hereinafter are measured from unplastered wall to wall i.e before plaster as per architectural and structural construction drawings.
 - b. The Carpet Area of said Apartment given in Cl 1.2 above has been calculated as follows :
Carpet Area as per RERA definition less Carpet Area under plaster and skirting of periphery/ external walls.
 - c. Balcony dimensions are taken from unplastered face of external wall to external face of Balcony wall.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges that after registration of the Conveyance Deed of the Apartment, the Allottee shall have the right to the Apartment alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand

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over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

- (iii) As the present Project (Ashiana Mulberry Phase I) is a part of Total Licensed Project and is being constructed on a part of Total Project Land, in accordance with Building Plans Sanctioned by DTCP on Total Project Land, it is deemed/ shall be deemed that the Apartments in this Project (Ashiana Mulberry Phase I) shall have proportionate undivided share, right and interest in the Common Areas of Total Licensed Project (Ashiana Mulberry) including Total Project Land. The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment. However, the Allottee is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing. The Promoter makes it absolutely clear that visits to the Apartment/ Building/ Project during construction are liable to accidents. It is clearly understood, agreed and accepted by the Allottee that in case the Allottee(s) and/or his family members insist to visit and inspect the said Apartment during the course of construction, the Promoter shall not in any way be held responsible or liable for any mis-happening/ accident that may occur at the time of inspection and/ or for any loss/ cost/ damages or any other expenses caused due to such visit or any accident to the Allottee or any other person visiting on behalf of the Allottee during the visit. The Allottee and his family members must take total caution and care of themselves and must strictly abide by all safety rules and regulations laid by Site Management including wearing of safety helmets, safety shoes etc. during the visit and inspection of the Said Apartment.

Parking

Parking Spaces are comprised of open and covered parking spaces spread across the Total Licensed Project and have been provided in open area, stilts and basements. Every Apartment in the Total Licensed Project shall be entitled to One No. Car Parking space either in the Open or in Covered depending on availability of Open/ Covered Car Parking Spaces at the time of booking on first come first serve basis. In case the Allottee opts for or is allotted Covered Car Parking Space, he shall be required to pay a charge for covered car parking space in basement as stated in Cl. 1.2 above.

It is made clear by the Promoter and understood, agreed and accepted by the Allottee, that he shall have only exclusive right of use of Parking Space demarcated for his Apartment and allotted to him as Limited Common Areas as defined in Apartment Act and construction of any nature whatsoever (including temporary construction) is strictly not permitted in such area and is illegal and any violation of this condition shall automatically render null and void his right of exclusive use of such area and he will also render himself liable for legal actions and consequences for said violation.

It is made clear by the Promoter and understood and agreed by the Allottee that the present Project (Ashiana Mulberry Phase I) is part of Total Licensed Project (Ashiana Mulberry) and is not an independent Project. It is clarified that the Common Areas and Facilities provided in the Project shall be part of Common

Areas and Facilities to be provided for the Total Licensed Project as per Sanctioned lay-out/ Building Plans and shall be available for use and enjoyment of all the allottees of Total Licensed Project including allottees of the Project. Some of the Common Facilities and Amenities like 33 KV HT Grid Supply Line, ESS, Water Storage Tanks, pumps & Supply lines, Fire Fighting pumps & equipments, Club, EWS Units, Buildings and Facilities are being provided as per requirement for the Total Licensed Project including the Project (as they cannot be split for various phases of the Total Licensed Project) and shall be extended/ combined/ linked with the remaining phases of Total Licensed Project.

The Allottee(s) agrees and understands that except the said Apartment allotted under this agreement, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project or in future in Total Licensed Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.

- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person

- 1.10 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount being 10% part payment towards the Total Price of the Apartment alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment alongwith parking (if applicable) 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 interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017 and stated below.

Interest: Any interest to be paid either by the Allottee or the Promoter to the other Party in terms of this Agreement shall be paid @ State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% p.a. ("Interest Rate").

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2. **MODE OF PAYMENT:**

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

The money receipt issued by the Promoter would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.

The Allottee agrees to furnish his Permanent Account Number if an Income Tax assessee, or Form 60/61, as the case may be, within a period of 30 days from the date of execution of this Agreement, if not furnished earlier. He shall also provide Aadhar Number, if it is required under law.

The Allottee shall be liable to make Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act in case the sale consideration of said Apartment is Rs. 50 Lacs or above. Such TDS would be deducted from the amounts being paid by the Allottee to the Seller or the Promoter. Presently on every payment, 99% amount is to be paid to the Promoter and 1% amount is to be paid to Govt. of India (Income Tax Department). The Allottee needs to issue certificate in form 16B to the Seller/Promoter for the same. The Promoter shall not credit the amount in the account of the Allottee, till the time Allottee has issued the aforesaid TDS certificate to the Promoter.

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

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws.

The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

Similarly, timely payment by the Allottee of the installments/ amounts due, upon receipt of demand notice from the Promoter, as per Payment Plan given in Schedule C shall also be the essence of this Agreement. The Allottee agrees that non-payment/ delay in making payments by him and/or other allottees adversely affects the progress of the Project and exposes the Promoter/ Project to the liabilities which may not be quantifiable at the time of default in timely payment and the Allottee may forfeit his right to claim compensation for delay of the Project. Further, if payment is not made within the period stipulated then the Allottee shall be liable to pay interest at the rate prescribed in the Rules i.e. 2% above State Bank of India highest marginal cost of lending rate (MCLR).

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Apartment alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the _____ [Please insert the relevant State laws] and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the

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competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

However, It is made clear by the Promoter to the Allottee and the Allottee agrees that minor changes may be required to be done at the requirement of the Architects and Consultants (structural/ plumbing/ fire/ electrical/ landscape etc) due to architectural/ technical or structural reasons duly recommended and verified by an authorised architect/ engineer in the process of development of working drawings during the course of construction. Such changes, if any, shall be within reasonable limits and shall be in accordance with permissible Building Bye laws. The Allottee hereby agrees that he shall not object to such minor changes which are required to be done due to technical reasons and if any written consent is required or sought by the Promoter, the same shall not be unreasonably withheld.

7. POSSESSION OF THE APARTMENT :

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

Subject to receipt of Occupancy Certificate within 60 days from the date of Application, the Promoter assures to hand over possession of the Apartment along with parking (if applicable) by _____ plus a grace period of 6 months as per agreed terms and conditions 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 Promoter shall be deemed to have completed the construction as per agreed scheduled if application for grant of Occupancy Certificate is filed within the schedule given above.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure, the Promoter shall inform the Allottee about this impossibility and about insurance claims filled with Insurance Company alongwith notice of termination and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days or receipt of insurance claims for the damages caused to the Project due to force majeure conditions whichever is later. The Promoter shall insure the Project by way of Contractor's All Risk (CAR) policy or Fire & Special Perils policy or any other appropriate insurance policy available for said purpose for adequate value.

The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Promoter shall not be held responsible/ liable for time taken in grant of Occupancy Certificate beyond 60 days from the date of Application for reasons not attributable to the Promoter.

- 7.2 **Procedure for taking possession of built-up Unit/ Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

Upon receipt of intimation (Possession Notice) as aforesaid, the Allottee shall, within the time stipulated in the notice, take possession of said Apartment from the Promoter by settling the account and making payment of all balance dues under this Agreement including advance maintenance charges, Interest Free Maintenance Security, Stamp Duty and registration charges, legal and documentation expenses for registration of Sale deed and executing necessary indemnities, undertakings, Tripartite Maintenance Agreement and such other documentation as the Promoter may prescribe. The physical possession of the said Apartment shall be given to the Allottee only after payment of all dues, settlement of accounts and completion of legal formalities. Before taking Possession the Allottee shall fully satisfy himself with regard to completion of Apartment as per the description and specifications stated in this Agreement. After delivery of possession of said Apartment, the Allottee shall have no claim against the Promoter in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications etc.

The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899, Rajasthan Stamp Act 1998 and Registration Act 1908 including any actions taken or deficiencies/ penalties imposed by the Competent Authority.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

The Allottee shall also be liable for payment of all taxes, levies, outflows in respect of the Unit, Project & Project land from the date of issuance of the Occupancy Certificate for the said Apartment irrespective of the actual date of Possession and agrees to pay the same.

- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by making all payments payable as per Agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required under law, and the Promoter shall liable to pay holding charges @ Rs. 10 per sq ft per month of Carpet Area as holding charges for the delay period the Allottee does not take Possession of the Apartment and shall give possession of the Apartment to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

Further if the Allottee(s) fails to take possession as per the notice it shall be deemed to have taken possession on the expiry of the period mentioned in the Possession notice (Deemed Date of Possession) and thereafter the Apartment shall be at the risk and costs of the Allottee(s). The failure to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges, etc., to the Promoter.

Further the said Apartment shall lie at the risk and cost of the Allottee and the promoter shall not be responsible for any damage caused to the Apartment on account of delay on the part of the Allottee in taking over possession including any future mishaps like fire, earthquake, flooding etc.

Further the Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises. Promoter shall always be kept indemnified by the Allottee against all consequences due to his failure to take possession of said Apartment by Date for Possession.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony/ IT Colony or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017

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

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, before grant of Occupancy Certificate the promoter herein is entitled to forfeit the booking amount amount i.e. 10% of Total Price of Apartment paid for the allotment and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the said Apartment and all other penalties and interest liabilities of any nature whatsoever in respect of the said Apartment, as on the date of such termination from the amounts paid by the Allottee till such date. -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 days of such cancellation.

Cancellation by Allottee(s) after Occupancy Certificate: Notwithstanding anything contained anywhere in this Agreement, the Allottee shall not be entitled to cancel/withdraw from the Said Project after issue of Occupancy Certificate.

However the promoter may try to help the Allottee to sell/ dispose the said Flat at the entire risk and cost of the Allottee to any other person and after deduction of Booking amount, any overdue interest paid/ payable, holding charges, maintenance charges and other non refundable taxes, levies, cesses etc. and costs & expenses incurred by the Promoter in the said transaction, refund to the Allottee the balance remaining out of the sum paid by him out of the sale proceeds thereof without interest.

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

Except for occurrence of a "force majeure", Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Apartment alongwith parking (if applicable).

- i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, 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 Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are following encumbrances upon the said Land or the Project;

Details of Encumbrances :

- (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(s) are valid and subsisting and have been obtained by following due process of law.

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

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property 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 Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the developed Apartment alongwith parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project or such time as may be extended by 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.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (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

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promoter on the unpaid amount from Invoice date at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee without any interest by forfeiting the booking amount paid for the allotment and interest component and any other non refundable amounts (non refundable taxes, levies, charges, cesses, delay payment interest paid or payable) 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 days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any right, interest, or claim in respect of the Apartment. The Promoter shall be entitled to sell the Apartment to any other person or otherwise deal with the Apartment in any manner whatsoever and the Promoter shall be entitled to forfeit non refundable amounts as described above, out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest.

The refund shall be made within 45 days from the date of termination by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally subject to the Allottee surrendering the original receipt Agreement and any other papers of Allotment. Further in case the Allottee has obtained any financial loan on the said Apartment then under such circumstances, the Allottee shall refund the refundable amount as received from the Bank/ HFI as per the demand of the Bank/ HFI and the Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ HFI etc. Only after satisfying the charge of the Bank/HFI on said Apartment the balance remaining if any shall be refunded to the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter on receipt of total price of the Apartment including all other amounts payable as per 1.2 and more fully detailed in Schedule of Payments Schedule C, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Apartment for which possession is granted to the allottee.

Further, the promoter, also in case of Apartment alongwith parking (if applicable), after receipt of total price, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

All costs of stamp duty, registration fee and other miscellaneous/ incidental expenses including documentation charges and legal fees and charges for execution and registration of the conveyance deed of the Apartment in favour of the Allottee shall be borne and paid by the Allottee. If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Allottee only. If the Promoter incurs any expenditure towards registration of the Apartment, the same shall be reimbursed by the Allottee to the Promoter.

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 Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project or for a period of two years from the date of Occupancy Certificate whichever is earlier. The cost of such maintenance has not been included in the Total Price of the Apartment but has been included in additional charges payable by the Allottee.

The indicative Terms and Clauses regarding Common Area Maintenance of the Project is annexed herewith in Schedule F and Scope of Complex Common Area Maintenance and Management is briefly stated in Schedule F.

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 or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

11B. **CLUB/ COMMUNITY BUILDING**

A Club is proposed to be provided in the Total Licensed Project as part of the Common Area and Facilities of the Total Licensed Project (Ashiana Mulberry) including the said Project (Ashiana Mulberry Phase I). The construction of the Club and Swimming Pool is expected/ planned to be taken up in subsequent phase of Total Licensed Project after completion of Towers in this Project and Occupancy certificate obtained from DTCP.

The Club with Swimming Pool shall be for the exclusive use of the apartment owners of Total Licensed Project or their tenants and lessees and shall be maintained by the Promoter/ Association of Allottee/ Maintenance Agency. As the Club is part of Common Areas and Facilities, the Allottee shall be entitled to use the same and its facilities. In order to ensure that the Club is maintained properly and is functional for the benefit and enjoyment of the Allottees, a minimum inflow of funds is essential and the Allottee accepts the same. Therefore, the Allottee shall be required to and

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agrees to pay such monthly/ quarterly/ yearly charges/ fees as may be fixed by the Promoter/ Maintenance Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Club and Swimming Pool which are not included in Maintenance Charges, irrespective of the fact that the Allottee has not been availing of any use or facility of the club.

However, a onetime Club Development Charge is payable by the Allottee which is included in the Total Price of the Apartment. It is made clear by the Promoter that this Club Development Charge is only towards furnishing the Club and for provision of fittings, fixtures, furniture, air conditioning, interiors, equipments etc. in the Club.

The detailed terms and conditions governing use of Club facilities will be formulated before the Club is made operational. The Allottee agrees to abide by the rules and regulations formulated by the Promoter/ Maintenance Agency/ Association of Allottee for proper and disciplined use and management of the Club and Swimming Pool. The right to use Club facilities is linked with the ownership/ occupation of the Apartment. Upon any further sale/ transfer of the Apartment, this right will accrue to the new owner and the Allottee under this Agreement will cease to have any right to use the same. However, the right to use the Club can be temporarily assigned by the Allottee to the tenant occupying the Apartment. Such entitlement of the tenant shall cease upon the lease coming to an end. At a time, only one of the two, i.e., either the Allottee or the tenant will be entitled to use the Club facilities.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect (as defined under Rules) or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale 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 handing over possession or Deemed Date of Possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act or under any applicable laws.

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.

Further the Promoter shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of said Apartment or occupants of other Apartments in the said Building.

Further, in case the Allottee delays in taking over possession as per Possession Notice, the five year defect liability period shall be reckoned from stipulated Date of Possession in Notice/ Deemed Date of Possession and not actual date of delayed possession referred to in Cl. No. 7.2.

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

The Promoter/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Apartment 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).

The Allottee shall take care, in particular, to protect other parts of the building and to prevent any seepage, leakage, flooding or damage to any other part of the building. In case of any seepage affecting the Unit below or adjoining, the allottee shall take all necessary measures required to be taken including breakage of Allottee's floor/ wall/ ceiling for the seepage at his own cost or permit the same to be done by affected Allottee/ Promoter/ Maintenance Agency/ Association of Allottees.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Total Licensed Project, 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(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT :

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment alongwith parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment alongwith parking (if applicable) and keep the Apartment alongwith parking (if applicable), 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.

The Allottee shall not make any punctures in walls or ceilings for fixing any electrical or plumbing fixture or for any wall hangings etc. or any additions or alterations or install/ erect any partitions, interiors, false ceilings etc. in the Apartment without obtaining prior written approvals from the Promoter and all necessary permissions from Competent Authorities. In case aforesaid work is done by the Allottee without

obtaining written approvals and permissions then the defect liability period shall cease and expire. This condition for obtaining necessary approvals and permissions is important and essential in the interest of structural integrity and safety of the Apartment/ Building. The Allottee shall not damage or cause any harm to the structures in the Apartment/unit or any part thereof in the process of carrying out the interiors and in case of any such damage, the Allottee alone shall be responsible and liable for any consequences thereof and the defect liability period shall cease and expire. The Allottee shall comply with all directions/ requirements, as stipulated by the Promoter/ Maintenance Agency/ Association/ Competent Authorities while carrying out the interiors in the Apartment/unit.

The Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the Promoter, or other Allottee(s). In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Promoter/ Maintenance Agency it shall have the right to cancel the permission forthwith.

The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit, to be used or useable in the interior works undertaken by the Allottee and the Promoter/ Maintenance Agency shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/ Maintenance Agency shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee itself/himself /themselves. The Allottee shall indemnify and keep the Promoter/ Maintenance Agency harmless against all such claims or liabilities.

The Allottee shall not use the Apartment or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Apartments or for any illegal or immoral purposes.

Even if professionals such as lawyers, doctors, chartered accountants, chartered engineers, architects, teachers, artists, consultants, etc. may be permitted under law to carry on their professional activity in their residences, it will be permissible in the apartments subject to the condition that such professional activity should not affect the security, serenity and ambiance in the said Project/ Total Licensed Project. In case their professional activity causes nuisance or disturbance or security hazard and is objected to by other apartment owners/ residents, then practice of such professional activity will not be permissible and Maintenance Agency/ Owner's Association shall be entitled to take all steps permissible under law in this regard for maintenance of necessary security and peaceful living in the Project/ Total Licensed Project including cessation or regulation of such professional activity.

The Allottee shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damage to any flooring, ceiling or walls of any other Apartment/ floor or in any manner interfere with the use thereof or of space, passages or amenities available for common use.

The Allottee shall also not display or exhibit any picture, poster, statue or other articles which are repugnant to the morals or are indecent and immoral.

- 15.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Apartment and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.
- 15.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Promoter or its nominated Maintenance Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Allottee or other Apartments/ or Common Areas and facilities in the said Project. The Allottee agrees to keep the Promoter and its nominated Maintenance Agency indemnified and harmless against any criminal / civil liability or any loss or damage that may be caused to the Promoter or its nominated Maintenance Agency, the allottee and his family members and other Allottees or their family members or any other persons or their properties in this regard.

The Allottee is aware that merely purchasing the said Unit is not enough and that the upkeep of the said Unit, the common areas, the security and order within the said Project require certain restrictions on the conduct of the occupiers to enable peaceful, harmonious, safe and secure utility of the said Unit and all other Units in the Project by the occupiers. To be able to do so it is hereby agreed by the Allottee that there shall be several restrictions on the use of Common Areas & Facilities as defined under this Agreement, some of which are placed by these presents and others may be placed in the Maintenance Agreement or by the Association of Allottees by a resolution passed by the majority to that effect, which shall be binding on the Allottee.

There will be restrictions on the use of lawns/ parks/ green areas as the Promoter/ Owner's Association/ Maintenance Agency may impose. That the lawns, parks and other common areas in the Project / Total Licensed Project are strictly neither permitted nor shall be used for organizing personal functions such as marriages, birthday parties etc. The space provided in the Club for organizing meetings and small routine family functions (excluding large functions like marriages), may be

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used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by Promoter/ Owner's Association/ Maintenance Agency from time to time.

The Building design shall incorporate adequate fire safety and escape measures, many of which will fall in common areas. The Allottee or occupant or any of his tenants, agents, servants, employees, licensees, or visitors shall not block any of passages, staircases, fire exits in any manner or for any reason whatsoever, and shall not handle or damage or render dysfunctional any of the fire-fighting equipment installed in the said Project/ Total Licensed Project. The Allottee (or their tenants) and their employees will participate in periodic fire safety drills. The Allottee on his part shall not do any act or omission which will in any way detract on the functioning or efficacy of these.

15B. ASSIGNMENT/ TRANSFER OF APARTMENT

The Allottee shall not be entitled to transfer his rights in the Apartment under this Agreement to any third party or to get his name substituted by another person without the prior written consent of the Promoter.

Such transfer may be permitted by the Promoter in accordance with prevailing rules/ regulations/ laws and in such a case administrative charges as prescribed by the Promoter from time to time (not exceeding Rs. 200 per sq. ft. of Carpet Area) will be paid by the Allottee at the time of assignment/ transfer. The Allottee will solely be liable for any incidence of stamp duty including interest and penalty thereon if imposed by the Authorities at any time in future on such assignment/ transfer. Any change in the name of the Apartment Allottee (including addition/ deletion) as registered with the Promoter will be deemed as transfer for this purpose.

Disputes/ Claims, if any, between transferor and transferee will be settled between transferor and transferee and the Promoter will not be a party to this or be liable for the same.

The transferee and all subsequent transferees shall be bound by the terms of this Agreement.

15C. HOUSING FINANCE LOANS

That in case the Allottee desires to avail housing loan/ finance for purchase of said Apartment, the Promoter may facilitate him for obtaining the same only from those financial institutions/ banks with whom the Promoter has tied up/ made arrangements for said purpose. The responsibility of getting the loan sanctioned and disbursed as per Schedule of Payments given in Schedule- C shall rest exclusively on the Allottee and the terms of the financing agency shall be binding and applicable exclusively upon the Allottee only. In the event of loan not being sanctioned or disbursement getting delayed, timely payment to the Promoter as per Schedule of Payments Schedule - C shall be responsibility of the Allottee and he shall be liable to pay delay payment interest in terms of this Agreement.

Any Agreement between any bank/ HFI and the Allottee shall be entered into by the Allottee at its sole cost, expense, terms and conditions, liability, risk and consequences. It is however, agreed and accepted by the Allottee that the Promoter shall not be responsible in any manner whatsoever for the lien and encumbrance of the HFI/ bank on said Apartment in respect to housing loan obtained by the Allottee for financing purchase of said Apartment and he alone shall be responsible for the same. However, in case the Promoter is required to join in execution of any Agreement between the financing HFI/ Bank and the Allottee to facilitate grant of housing loan for purchase of said Apartment and if said Agreement is terminated/ cancelled and the Promoter is required to refund the outstanding dues of aforesaid housing loan to the HFI/ Bank then in such an event, i) this Agreement shall automatically stand cancelled and ii) the Promoter shall refund total amount demanded by the HFI/ Bank and shall refund the remaining balance to the Allottee after deducting 10% booking amount and any non-refundable taxes, levies and delay payment interests paid / payable, brokerage if any. In case the Promoter is forced to pay to the HFI/ Bank amount in excess of amount remaining after deduction of booking amount and other non refundable amounts then the Promoter shall be entitled to claim the same from the Allottee and the Allottee shall keep the Promoter indemnified against all losses and damages, charges, claims, interests, etc. incurred by the Promoter due to said cancellation.

The Allottee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Promoter for assisting the Allottee in obtaining housing loans from banks or HFI. The Allottee further agrees that all such loans shall be disbursed directly to the Promoter only by the bank/ HFI and hereby irrevocably authorizes the Promoter to receive the same for and on behalf of the Allottee and to retain all such loan amounts as and when received towards existing and/or future installments and other charges payable by the Allottee as detailed in Schedule of Payments hereunder written.

The written consent of the Promoter will be required in writing for creation of mortgage of the rights of the Allottee in the said Apartment, derived from this Agreement.

The Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the ability or capacity of the Allottee to obtain such financing and the Allottee will remain bound by the terms of this Agreement whether or not he is able to obtain financing for purchase of said Apartment.

15D GENERAL

It is agreed and accepted by the Allottee that this Agreement is for the purpose of sale/ transfer of the said Apartment as an immovable property as a built-up unit togetherwith proportionate undivided right, share and interest in the Total Licensed Land and the Common Areas and Facilities of the Project and until all sums payable by the Allottee in terms of this Agreement are paid by the Allottee and conveyance is done, the Promoter shall continue to be the owner of the said Apartment and always have the first charge on the said Apartment for balance amounts payable in terms of this Agreement.

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It is further clarified by the Promoter that, even though, GST shall be payable by the Allottee, it is agreed and accepted by the Allottee that all payments made by the Allottee against the said Apartment shall be part payment towards Sale Consideration and other charges etc. payable by the Allottee for purchase of the said Apartment as a built-up immovable property and until all amounts payable in terms of this Agreement are paid by the Allottee to the Promoter and conveyance/ possession given to the Allottee, till then the ownership of said Apartment shall remain with the Promoter.

The Allottee agrees and understands that certain residential apartments in the Project may have some exclusive areas like terrace, lawn area etc. attached to them as limited common areas which are intended to be sold/ conveyed along with the said apartments only. The Allottee having agreed to purchase the Apartment of the description and specifications detailed in Schedule - _____ respectively shall not raise a demand or claim upon the Promoter to provide any other areas, balconies, terrace, lawn areas etc. which do not form part of the description and specifications of the Said Apartment being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace, lawn areas etc. by the respective Apartment owners.

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

The Parties are entering into this Agreement for the allotment of Apartment alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

The Allottee covenants to observe all rules and regulations of the local Authority, municipal corporation/ local body and keep the Promoter and owners/ occupiers of other apartments in the said Project/ Total Licensed Project indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Allottee.

The Allottee shall be liable to pay from the deemed date of Possession or Date of actual Possession whichever is earlier House Tax, Property Tax, Fire Fighting Tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Apartment is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee to the Promoter/ Owners' Association in proportion to the Carpet Area of said Apartment. The Allottee agrees to reimburse the same to the Promoter/ Owners' Association/ Maintenance Agency within 15 days from the Date of Demand in this regard failing which delay payment charges/ delay interest @ 18% p.a. shall also be payable by the Allottee.

The Allottee hereinafter agrees to comply with all legal requirements for purchase of immovable property wherever applicable and to sign all requisite application forms, affidavits, undertakings, any other papers/ documents etc. in this regard. The Allottee also agrees to comply with requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for consequences due to his failure to comply with same.

The Association of Allottees shall be liable and responsible for applying or obtaining renewal of All NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.

However the Promoter shall be fully entitled to construct on the remaining part of the Total Project Land as per the sanctioned plans or revisions thereof and the Promoter shall be entitled to obtain revision of sanctioned plans for the balance part of the Total Licensed Project in accordance with rules and regulations of DTCP Haryana. It is clarified by the Promoter and the Allottee agrees that the Promoter shall be entitled to connect the electric, water, sanitary and drainage, power back-up and other facilities and connections of the balance part of Total Licensed Project (i.e Towers T4, T5, T6, T7, T8, T9, T10, Commercial Block, nursery school and EWS Block) with the existing facilities and connections provided for Total Licensed Project in the Project. The allottee agrees that under any circumstances he shall not stop or take any steps to stop such construction on the ground of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection/ claim.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and parking (if applicable) 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 and parking (if applicable).

The Promoter shall have the right to raise construction finance/ loan from any Bank/ Financial Institutions/ Body Corporate and for this purpose shall be required to create charge/ mortgage/ securitization of the Project and / or Total Project Land and the Buildings/ Apartments constructed/ to be constructed in future thereon and receivable there from neither in full or in part in favour of said Banks/ institutions and the consent of the Allottee shall be deemed to have been granted for creation of such charge during the construction/ development of the Project. Notwithstanding the foregoing, the right and interest of the Allottee to said Apartment shall not be affected by such charge/securitization and the Promoter hereby confirms that shall transfer said Apartment to the Allottee and execute & register sale/ conveyance deed in respect thereof in his favour free from all such encumbrances.

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19. **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. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

- (A) _____;
- (B) _____;
- (C) _____;
- (D) _____;
- (E) _____;

20. **BINDING EFFECT:**

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving an 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 upto ten percent of the booking amount.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

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

If at any stage after sale/ conveyance deed of the said Apartment, the Allottee decides to sell and/ or transfer the said Apartment, he shall be bound and obliged to clear and make payment of all Maintenance charges and Bills which are outstanding and due and to obtain No Dues Certificate from the Maintenance Agency/ Owner's Association. The Allottee shall inform to the Maintenance Agency/ Owner's Association the names, address and other particulars of the new purchaser/ transferee of the said Apartment. In such sale/ transfer, the Interest Free Maintenance Security shall stand transferred in the records of the Promoter and/or the Maintenance Agency to the name of the new Purchaser/ transferee of the said Apartment who shall be deemed to be the Allottee in place and stead of the erstwhile Allottee.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Apartment and parking (if applicable) bears to the total area/ carpet area of all the Unit/ Apartments in the Project.

27. 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.

28. PLACE OF EXECUTION:

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

29. 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 below:

Name of Allottee

(Allottee Address)
M/s _____
Promoter name

(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post 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.

30. 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.

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

34. **JURISDICTION:**

The civil courts at Gurgaon and Hon'ble Punjab & Haryana High Court alone shall have the jurisdiction in any and all matters arising out of or in relation to this Agreement.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

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(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE TOTAL LICENSED LAND AND TOTAL PROJECT LAND, APARTMENT AND PARKING (IF APPLICABLE)

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ 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)

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

SCHEDULE - F

Scope of Area Maintenance

SCHEDULE - F

Common Area Maintenance of the Project
Indicative Terms and Clauses

- 1 After grant of Occupation Certificate, the Maintenance of the Common Areas and Facilities shall be carried out by the Promoter or the Maintenance Agency nominated by it. The Allottee understands that the Project "Ashiana Mulberry" showcases the special and premium brand value sought to be projected by the Promoter. The Allottee understands that maintenance of the Project and its infrastructures is critical to showcase and maintain the premium value and exclusive appeal unique to this Project. The Allottee further understands and agrees that the maintenance services are being planned by the Promoter keeping in mind the collective requirement for all the residents/ occupants of Ashiana Mulberry. Prior to taking possession the Allottee agrees to and shall execute a Maintenance Agreement with the Promoter and/or Maintenance Agency nominated by the Promoter for the Maintenance of the Common Areas and Facilities of the said Complex for a period initially not exceeding 2 years from Date for Possession/ grant of Occupation Certificate stated above or such other date as may be fixed by the Promoter (unless terminated earlier by the Promoter or Maintenance Agency) till the time a Apartment Owners Association (Association) of the allottees of the said Complex is formed in accordance with applicable laws and bye-laws in respect thereto and Maintenance of the Complex is handed over to the Association. The indicative general terms and conditions of the said Maintenance Agreement are given hereinafter.
- 2 Registration of Sale Deed/ Possession of the Apartment shall not be given to the Allottee till the said Maintenance Agreement is executed by the Allottee. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges incurred for Maintenance of the Common Areas and Facilities within the said Complex ("Maintenance Charges") to the Promoter or the Maintenance Agency.
- 3 Upon formation of such Association and after handing over of Maintenance to the Association, all responsibilities of the Maintenance Agency shall be taken over by the Association and the Association may decide to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement or cancel the same in toto and the Allottee shall not have any objection to the same and shall execute the new Maintenance Agreement as may be required by the Association of Apartment Owners.

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- 4 That the Scope of Maintenance of Common Areas and Facilities within the said Complex shall broadly be as described in Schedule - F attached herewith and will comprise of round the clock watch and ward security of the said Complex, upkeep and housekeeping of common areas, operation and maintenance of lifts, generators, fire-fighting system, garbage disposal, common area and street lighting, horticulture, water supply, sewerage system, drainage system, maintenance of ESS and grid supply of electrical energy, power back-up and DG sets etc.
 - 5 The total Maintenance Charges shall be as more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the Date of Occupation Certificate or the Date for Possession, whichever is earlier or such later date as may be fixed by the Promoter (Maintenance Commencement Date). It is agreed by the Allottee that the payment of Maintenance Charges will be applicable from aforesaid date i.e. Maintenance Commencement Date whether or not the possession of said Apartment is taken by the Allottee.
 - 6 The Allottee agrees to pay to the Maintenance Agency at the time of possession of the said Apartment, Maintenance Charges in advance for a period not exceeding two years as fixed by the Promoter (hereinafter referred to as Advance Maintenance Charges/ AMC) together with Service Tax and/ or any other taxes as applicable at that time, based on estimated maintenance charges per Sq.ft. per month of Carpet Area/ Super Area of said Apartment. The AMC payable at the time of possession by the Allottee shall be based on estimates of expenses on the basis of prices and costs prevailing at the time of possession. The Maintenance Commencement Date of Common Area and Facilities shall be intimated by the Promoter to the Allottee and the maintenance charges will be reckoned as due and payable from that date. The Promoter reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Project/ Complex.
 - 7a) The Maintenance Charges shall include costs and expenses of following services within the said Project/ Complex:
 - i) Housekeeping of Common Areas.
 - ii) Watch & Ward Security of the Complex.
 - iii) Operation of common facilities & equipment excluding Complex Club & swimming pool.
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, generators, fire fighting equipments, Security Systems installed in the Complex.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - vii) Supervision and Management costs, expenses and fees of the Maintenance Agency which shall be 20% of the total of (i) to (vi) above.

The above costs shall be divided over total Carpet Area/ Super Area of the Project (excluding EWS units and school) and shall be the estimated Maintenance Charges payable by Allottee as part of Advance Maintenance Charges.

- (b) It is further agreed and confirmed by the parties that the services mentioned below are not included in the Scope of Maintenance of Common Area and Facilities :

- i. Seepage defects inside the apartments either due to faults in the affected apartment or in the other apartments;
 - ii. Painting of the insides of apartments;
 - iii. Insurance of buildings structures, common areas and facilities, installations, equipments etc;
 - iv. Insurance of contents within the apartments;
 - v. Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
 - vi. Porterage;
 - vii. Painting/ Polishing of main entrance door of Allottee apartment;
 - viii. Replacement of broken windowpanes;
 - ix. Cleaning of choked drain inside the apartment;
 - x. Electricity, Plumbing or other mechanical faults inside the apartments;
 - xi. Repair / installation of Allottee owned electrical and plumbing equipments.
- 8 The said Advance Maintenance Charges (AMC) collected by the Maintenance Agency shall be adjusted against the actual audited expenses as determined at end of first financial year and the balance thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee.
- 9 The Promoter may make arrangements with reputed and branded service providers for making available their services for various facilities like gymnasium, tennis etc. In such a case, the Allottee shall be required to pay additional user fees/ charges for utilizing their services as they are not included in Maintenance Charges.
- 10 The Allottee hereby agrees that the Promoter shall be entitled to apply for and obtain bulk supply of electricity from DHBVNL for distribution of the same to all the apartments, Common Areas, Limited Common Areas and other independent areas in the Project. The Allottee agrees to abide by all the conditions of sanction of bulk supply of electricity including but not limited to waiver of the Allottee's rights for apply of individual/ direct electricity supply connection and undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all deposits, charges, levies, costs and estimates for sanction, provision, erection and installation of the said Single Point Bulk Supply HT Electric Connection including HT Feeder Line Infrastructure upto the Complex and individual electric sub-meter connection and Pre-Paid Payment System (if implemented) based on deposits, charges, costs, estimates and expenses for the same at that time (External Electrification Charge/ EEC) failing which the same shall be treated as unpaid sale price of the said Apartment payable by the Allottee and possession and conveyance of the said Apartment shall be withheld by Promoter till full payment thereof is received from the Allottee.

Further the Allottee agrees that the Promoter shall be entitled to withhold electricity supply to the said Apartment till full payment of said EEC charge is received by the Promoter. An undertaking in this regard executed by the Allottee is attached as Schedule - H to this Agreement. The Allottee also agrees to pay any increase in future in the deposits, charges etc. for said Single Point Bulk Supply HT Electric Connection as may be demanded by Promoter from time to time.

- 11 In case of Single Point Bulk Supply HT Electric Connection for the Project provided by DHBVNL, the Promoter proposes to install prepaid dual metering system, in which case, one dual meter will be provided for each Apartment which will measure the grid electricity supplied by DHBVNL and Power Back-up DG generated electricity consumed by the Allottee separately. The recurring monthly bills for operation, maintenance and supply of grid electricity and generator power back-up to the said Apartment, shall be borne and paid by the Allottee separately as billed as per individual usage based on total actual expenses incurred including line losses.
- 12 The monthly or periodic recurring cost/ bills of grid electricity and DG power back up for Common Areas and Facilities, monthly charges payable to local bodies towards sewage, drainage and water connections are not included in the Advance Maintenance Charges (AMC) and shall be borne and paid by the Allottee to the Maintenance Agency/ Promoter separately and additionally as billed/ based on total actual expenses on fixed and/or pro rata basis of Carpet Area/ Super Area of his Apartment as decided by Promoter/ Maintenance Agency with effect from the grant of Occupation Certificate / Date for Possession notified to the Allottee.
- 13 Any property tax or municipal tax in respect of the said Apartment or the Complex to be paid to the municipal authorities or any other authority is not included in the Advance Maintenance Charges (AMC). As long as the said Apartment is not separately/ individually assessed for purposes of Municipal Taxes etc. by Municipal Corporation/ local body, the municipal taxes as assessed for the entire Complex, shall be paid proportionately by the Allottee separately in proportion to the Carpet Area/ super area of the said Apartment as and when demanded by Promoter/ Maintenance Agency.
- 14 a) The Allottee also agrees to pay in advance a contribution towards a Sinking Fund/ Capital Equipment Replacement and Repairs Fund as shall be fixed by the Promoter which shall be calculated based on per Sq. mtr./ Sq. ft. of Carpet Area/ Super Area of his Apartment. As and when any capital equipment within the buildings or the Complex including but not limited to DG sets, lifts, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, filtration plant, Sewage treatment plant, security & surveillance systems, pre-paid electricity system (if installed), sewage, drainage and water supply pipe lines, complex club house equipments or any other plant/ equipment of capital nature etc. requires servicing, repairs, replacement or upgradation, or any fresh purchase of new assets for the Complex, the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. The work of repairing, re-plastering, painting of exteriors of the buildings, boundary walls and all common areas comprised within the building(s) and outside the building(s) in the Complex and all repairs/ replacements in the nature of civil construction etc. are excluded from Scope of Maintenance of Common Areas and Facilities and cost thereof are not included in the Advance Maintenance Charges paid by the Allottee to the Maintenance Agency and shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. In case the funds available in the said Sinking Fund/ Capital Equipment Replacement and Repairs Fund are not sufficient to meet the requirement of the occasion for any such repairs, replacement, upgradation the short fall shall be met by contributions from the Allottee and all other allottees on pro-rata basis.

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- b) The following costs and expenses are not included in AMC and shall be met out of the Sinking/ Capital Equipment Replacement and Repairs Fund detailed hereinafter :
- i) Replacement of Lighting / Electrical fixtures – Fused Bulbs, Tube Lights, Chokes, Starters, MCB's, ELCB's Switches, cables and wires etc.
 - ii) Replacement of taps, pipes, fittings, valves etc. in common areas only (excluding inside the Apartment).
 - iii) Cost of Horticulture consumables like Khaad/ fertilizer, plants, good earth etc.
 - iv) Cost of consumables for operation of sewage treatment plant.
 - v) Cost of repairs of common areas, boundary walls, drains, parking areas, Complex club/ community areas, swimming pool, roads etc.
 - vi) Repairs, Replacements or servicing of transformers/ VCB's/ electric panels/ feeder pillars/ electric cables/ generators and power back-up systems/ firefighting equipments/ security & surveillance equipments/ water supply equipments and filtration plant/ refilling of fire extinguishers/ sewage treatment plant, all types of pumps, piped gas supply installation, FTTH installation, air-conditioners, etc.
 - vii) Painting / White Washing of the exteriors of the buildings, common areas within buildings and common areas within the Complex.
 - viii) Carpeting and/ or laying of roads in the said Complex;
 - ix) Replacement of Sewage, drainage, water supply and other pipes & fittings due to breakages/ damages / choking etc.
 - x) Purchase of any additional equipment / asset for the Complex.
 - xi) Fire insurance for the buildings and electro-mechanical installations (shall be charged extra prorata from all owners).
 - xii) Periodical and major/special servicing of DG sets transformers or any other equipment as prescribed by the manufacturer.
- 15 In order to secure due performance by the Allottee in paying promptly the Maintenance Charges, electricity and power back-up bills and other charges as billed by the Maintenance Agency every month, the Allottee agrees to deposit before possession of the said Apartment and to always keep deposited with the Promoter, an Interest Free Maintenance Security (IFMS) @ Rs. 20/ sq. ft. of Carpet Area/ super area of the said Apartment. In case of failure of the Allottee to pay any Maintenance Charges and other charges on or before the due date, the Allottee in addition to permitting the Promoter/ Maintenance Agency to deny him/ her the right to avail the maintenance services and use of other common facilities also authorizes the Promoter to adjust IFMS against such defaults. Due to such adjustment, the IFMS shall fall short of the agreed sum and the Allottee hereby undertakes to make good

the resultant shortfall within fifteen days of demand by the Maintenance Agency/ Promoter. The Maintenance Agency/ Promoter reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Maintenance Agency/ Promoter. If the Allottee fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Promoter/ Maintenance Agency shall be entitled to charge interest @ 18% p.a. for the period of such delay and to stop/ disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Apartment Buyer Agreement relating to IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Maintenance Agency/ Promoter shall always have first charge/lien on the said Apartment in respect of any such non-payment of shortfall /increases as the case may be.

- 16 The structures of the Buildings and Common Areas and Facilities in the Project may be got insured against fire, earthquake, riots and civil commotion etc. by the Maintenance Agency/ Promoter under Fire & Special Perils Policy on behalf of all the allottees and the cost thereof shall be payable proportionately by the Allottee upon demand by the Promoter/ Maintenance Agency which shall be in addition to the Maintenance Charges described above but the said insurance shall not include insurance of contents inside the said Apartment which shall be the responsibility of the Allottee and if he so desires he shall get the contents inside his Apartment insured by him at his own cost.
- 17 In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Promoter/ Maintenance Agency, the Allottee hereby authorizes the Promoter/ Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Allottee and Promoter/ Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Promoter/ Maintenance Agency to the Insurance Promoter, its agents and/or its representatives will be binding on the Allottee.
- 18 If maintenance of the Complex is handed over to the Association/ any other body before expiry of the Maintenance Agreement, balance remaining out of Advance Maintenance Charges standing to Allottee's credit in the accounts of Maintenance Agency or Promoter on that date and total balance of Sinking Fund shall be refunded to the Association or as per requirements of Law. The Balance of IFMS shall be refunded directly to the First Allottee of the Apartment at that point of time and not to any other person or body.
- 19 The Allottee hereby agrees that his right to use the Common Areas and Facilities in the Complex shall be subject to timely payment of Maintenance Charges, contribution to Sinking Fund/ Capital Equipment Replacement and Repairs Fund, electricity bills and other charges as billed by the Maintenance Agency and performance by the Allottee of all his obligations under the Maintenance Agreement. So long as maintenance and other related charges/ contributions are paid regularly, as provided in these presents and/or in the Maintenance Agreement, the Allottee or anyone else lawfully claiming under him, shall be entitled to usage of Common

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Area and Facilities. In default of such payments, irrespective of the fact that the Allottee has deposited IFMS, it shall not be open to the Allottee to claim any rights of usage of any Common Areas and Facilities and that the Promoter/ Maintenance Agency/ Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Allottee, which may include disconnection of water, sewer, electricity, power backup connections and deny usage of any or all common facilities within the Building/ Complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee.

- 20 The Allottee further covenants and agrees to permit the authorised staff and workmen of the Promoter/ Maintenance Agency to enter into and upon said Apartment or any part thereof at all reasonable hours to set right any defect in said Apartment or the defects in apartments above or below or adjoining said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc common to the apartments in the building. Any refusal by the Allottee to allow such entry into or upon his Apartment or any part thereof will be deemed to be a violation of this Agreement and violation of right of easement and right of usage of Common Areas and Facilities of other Apartment owners and the Allottee shall make himself liable for legal actions for said violation including disconnection of water, sewer, electricity, power back-up connections and denial of use of any or all common facilities within the Building/ Complex.
- 21 It is made clear that Maintenance of Common Areas & Facilities of said Complex shall be organized by Promoter or Maintenance Agency through various outside/ outsourced specialist agencies for different services under separate agreements/ arrangements to be entered into with them. It is further clarified that the responsibility of the Promoter and/ or Maintenance Agency will be limited only to the extent of organizing these agencies and coordinating with them to the extent as may be reasonably and practically possible and to monitor, subject to human failures, limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is found to be unsatisfactory. The Promoter and/ or Maintenance Agency shall not be liable under any circumstances for deficiency of service provided by the outsourced agencies, deficiency in performance of staff of the Promoter/ Maintenance Agency and for any accident, loss or damage due to such deficiency in performance and human failure.
- 22 The Watch & Ward Security of the Complex shall comprise of general security of the Complex through deployment of security guards, more particularly, regulation of entry and exit of people and vehicles in the Complex to the extent practically possible and feasible. The responsibility of providing Watch & Ward Security services to said Complex shall be entrusted to a outsourced Security Agency appointed for the said purpose. It is hereby agreed, understood and accepted by the Allottee that the security agencies available in the market, including highly reputed ones, do not guarantee fool proof safety and security of the Complex or allottees residing in the Complex or their belongings and properties and do not accept any financial/ criminal/ civil liability whatsoever for any mishap in any Apartment or building or the Complex. It is further made clear and agreed and accepted by the Allottee herein that neither the Promoter nor the Maintenance Agency nor any staff member severally or jointly shall have any financial/ criminal/ civil liability for any loss to life and property by reason of any theft,

burglary, fire or any other incident of crime/ mishap/ accident occurring in the said Apartment/ Building/ Complex or any part thereof attributed to any lapse/ failure/ shortcoming on part of the staff of the security agency and/ or Promoter/ Maintenance Agency.

- 23 The Maintenance Agency and Promoter shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Allottee or other apartments or Common Areas and facilities in the said Complex. The Allottee agrees to keep Maintenance Agency and Promoter indemnified and harmless against any criminal/ civil liability or any loss or damage that may be caused to Maintenance Agency, Promoter, the Allottee and his family members and other allottees or their family members or any other persons or their properties in this regard.
- 24 It is agreed and accepted by the Allottee that the Promoter and/or Maintenance Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing the stipulated/ expected services. The Promoter and Maintenance Agency shall not be liable for any default/ deficiency in maintenance of Common Area and Facilities by reason of any force majeure circumstances, human failures and shortcomings on part of the employees of the Promoter, Maintenance Agency and outsourced service provider agencies or any other circumstances beyond their control. They shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee or his family members, domestic staff, guests or any other persons/ visitors on account of any human failure error or fault on the part of the employees of Maintenance Agency or Promoter or employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control. The Allottee agrees to keep the Promoter, Maintenance Agency and/or their employees indemnified against any criminal/ civil action or liabilities arising out of above.

