

Draft of existing
Agreement for Sale
entered between
Promoter and Allottee
in respect of
on-going Project

Important Instructions

This is the **Apartment Buyer Agreement** in two copies in original for Apartment Type _____ bearing Apartment No _____ on _____ Floor in Tower _____ of Group Housing Project "**The Center Court**", Sector 88A, Gurgaon booked by you.

You are advised to read this Agreement carefully, understand the same and seek any clarification as may be required before signing.

Please sign and return both the copies duly signed within 30 days from date of dispatch of this Apartment Buyer Agreement by the Company. After signing and returning of this Apartment Buyer Agreement it shall be deemed that you have read and understood the intent of the Articles contained herein and ensuing implications. Further if you fail to return both the copies of the document duly signed within 30 days from the date of dispatch by the Company of this Agreement, then it shall be deemed that you have decided to waive your right to acquire the said Apartment on the price and terms and conditions of your present Allotment pursuant to your Application for allotment and thereat the Earnest Money deposited alongwith the Application for allotment shall be forfeited. Thereafter you shall have no right to claim whatsoever in respect of the said Apartment or the earnest money forfeited for your failure to perform your obligation in this regard.

For Ashiana Landcraft Realty Pvt. Ltd.

Authorised Signatory

Allottee

Allottee

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"The Center Court"
In Sector 88A, Village Harsaru, Pataudi Road, Gurgaon (Haryana)

APARTMENT BUYER AGREEMENT

AGREEMENT made at Gurgaon on this _____ day of _____

BETWEEN

M/s. Ashiana Landcraft Realty Pvt. Ltd. (formerly known as M/s. Viroma Developers Pvt. Ltd.), a company registered under the Companies Act, 1956 having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700071 and Corporate Office at 3H, Plaza, M-6, District Centre, Jasola, New Delhi - 110 025 (hereinafter referred to as the **"Company/ Developer"** which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and assigns) having corporate identification No. U70200WB2012PTC173601 through its duly Authorized Signatory, Mr./Ms. _____

S/o. _____ vide Board Resolution dated _____ of THE FIRST PART.

AND

(FOR INDIVIDUALS)

First Allottee _____
S/D/W/o _____
Resident of _____

PIN _____



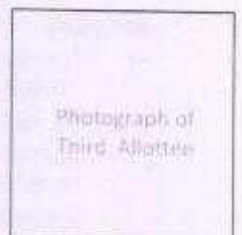
*Second Allottee _____
S/D/W/o _____
Resident of _____

PIN _____



*Third Allottee _____
S/D/W/o _____
Resident of _____

PIN _____



(*To be filled in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as the **'ALLOTTEE / APARTMENT ALLOTTEE'** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, legal representatives, administrators, successors and permitted assigns) of the SECOND PART.

For Ashiana Landcraft Realty Pvt. Ltd.

(FOR PARTNERSHIP FIRMS)

**M/s. _____
 a partnership firm duly registered under the Partnership Act having its office at _____
 through its partner Shri/Smt. _____
 authorized by resolution dated _____ (hereinafter referred to as the
 'Allottee / Apartment Allottee' which expression shall unless repugnant to the
 context or meaning thereof, be deemed to include all the partners of the partnership
 firm and their heirs, legal representatives, administrators, executors, successors and
 permitted assigns) of the OTHER PART

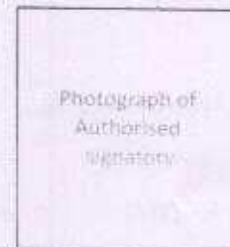


(A copy of the resolution signed by all Partners required and to be appended herewith).

** (fill in case of Partnership Firm)

(FOR COMPANY)

***M/s _____
 a company registered under the Companies Act, 1956, having its registered office at _____
 through its duly Authorized Signatory Shri/Smt. _____
 authorized by Board Resolution dated _____ (hereinafter referred to as
 the 'Allottee / Apartment Allottee' which expression shall unless repugnant to the
 context or meaning thereof, be deemed to include its executors, successors and
 permitted assigns) of the OTHER PART



(A copy of Board Resolution along with a certified copy of Memorandum & Articles of Association is appended herewith)

*** (fill in case of Firm or Company)

In this Apartment Buyer Agreement unless it be contrary or repugnant to the context :

The expression "HE/HIS includes the opposite gender and the singular includes the plural and vice versa, unless the context otherwise requires. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a Joint Stock Company, Body Corporate or a Partnership Firm or any Association of Persons and whenever there are more than one Allottees, the expression Allottee in this Apartment Buyer Agreement shall be construed as including each of such Allottee and their respective heirs, executors, administrators, legal representatives and permitted assigns etc. .

WHEREAS

- A) The Director General Town and Country Planning, Haryana ("DGTCP") vide Memo No LC-2802-JE(VA)-2013/42433 dated June 10, 2013 has granted a license bearing No. 46 of 2013 dated June 08, 2013 ("License") for setting up of a Residential Group Housing Colony on contiguous land parcel aggregating to 14.025 Acres approx. situated in the revenue estate of village Harsaru, Sector 88-A, Gurgaon, Haryana (hereinafter referred to as "Project Land/ said Land") to the erstwhile owners of the Project Land in collaboration with M/s. Vatika Limited, a company registered under Company's Act 1956 having its registered office at Flat No. 621A, Devika Towers, 6, Nehru Place, New Delhi 110 019. Thereafter pursuant to approval from DGTCP, Brock Developers Pvt. Ltd. a company registered under Company's Act 1956 having its registered office at Flat No. 621A, Devika Towers, 6, Nehru Place, New Delhi 110 019 (hereinafter referred to as the "Owner") acquired the Project Land from its erstwhile owners through different registered Sale Deeds subject to rights of the Company therein in terms of the Development Agreement(s) mentioned in Recital B below. DGTCP has thereafter transferred the aforesaid License No. 46 of 2013 in favour of the said Owner vide its Order No. LC-2802-JE (VA)/2014/8001-8011 dated 23-04-2014

- B) The Company herein, M/s. Ashiana Landcraft Realty Pvt. Ltd., by virtue of inter-se Development Agreements dated 21.08.2013 and 19.09.2013 between the Company, Vatika Ltd. and Owner, the Company has been irrevocably granted and assigned exclusive development rights, authority and entitlement to plan, design, construct and develop the said Project at its own cost and expenses as per building plans sanctioned by the competent Authorities and any permissible revisions thereof together with right to market, sell, make allotments, receive payments in its own name and accounts, execute Apartment Buyer Agreements with prospective Buyers and to sell, transfer and convey the units/ apartments/ spaces etc. comprised in the transferable super built-up area and parking spaces in the Project.
- C) The Company has planned development of a multistoried residential group housing project under the name and style of "The Center Court" on the Project Land to be developed and constructed in phased manner comprising of residential apartments/ units in various towers, pent houses, villas, parking spaces, Common Areas and Facilities, Community Hall (also referred to as Complex Club), EWS units, schools, commercial component etc. vide Building Plans sanctioned by DGTCP vide Memo No. ZP-928/AD(RA)/2013/1915 dated 22-01-2014 and revisions thereof as may be permissible and sanctioned by DGTCP at any time thereafter.
- D) It has been made clear by the Company to the Allottee that the Project has presently been approved based on FAR of 1.75 with 753 Main Dwelling Units and other commensurate units/ spaces/ areas but the Company has planned the Project for maximum FAR of 2.50 and maximum number of Main Dwelling Units not exceeding 1070 Nos with commensurate other units/ spaces/ areas and the Company shall be entitled to develop and construct the Project upto the aforesaid maximum planned limits whenever the same is permitted by DGTCP and other competent authorities 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.
- E) The Company may acquire land(s) adjoining to the Project Land/ Project and upon acquisition/ purchase of such land(s) as and when licensed and approved by the competent authority(ies), shall be made part of the Project and the layout plan/ statutory approvals will be revised. The Allottee has understood and agreed that the transferable/ saleable Built-up Area and Super Built-up Area of the Project will increase and that such additional land/ Built-up and Super Built-up Area shall become part of the Project and owners/ buyers/ occupants of such additional apartments/ Units in the Project due to such additional land shall also have proportionate undivided share in and right to use the Common Areas/ Facilities including Community Hall (Complex Club) of the revised Project Land/ Project.
- F) The Allottee acknowledges that the Company 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, including layout plans, building plans and apartment plans showing the proposed apartments & buildings, common areas and facilities in the said Complex which are liable to changes as may be permissible in law till grant of Completion Certificate by DGTCP and has identified the Apartment applied for and the rights and interest of the Company in the said Project and to enter into this Agreement and the Allottee has understood and satisfied himself about the same.
- G) The Allottee has applied for allotment of the said Apartment together with the right of exclusive use of Reserved Car Parking Space(s) in the said Project.
- The Company has, vide a provisional allotment letter dated _____ ("Provisional Allotment Letter"); allotted the residential Apartment Type _____ bearing No. _____, on the _____ Floor of Tower No. _____, having Super Built Up Area of _____ Square Meter equivalent to _____ Square Feet, more or less which is more specifically described in Schedule - A hereto ("Apartment") togetherwith exclusive right to use and occupy _____ Nos. of Reserved Car Parking Space(s) in the Basement as part of Limited Common Areas and Facilities for the exclusive use and enjoyment of the said Apartment in the Project in favour of Allottee.
- H) 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 Company, or any selling agents/ sales organizers/ brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Apartment/ said Building/ said Complex.

- I) The Allottee hereby confirms that he is entering into this Agreement with full knowledge of the laws, rules, regulations, notifications, etc., applicable to the said Project and the terms and conditions contained in this Agreement which have been explained by the Company and understood by him and he has also understood his rights, duties, responsibilities, obligations under this Agreement and there shall not be any objection in this respect in future.
- J) And Whereas the Company relying on the confirmations, representations and assurances of the Allottee to abide by all the terms, conditions and stipulations contained in this Agreement has accepted his Application to allot a residential Apartment in the said Project and is now willing to enter into this Agreement on the terms & conditions appearing hereinafter.

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

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

"Agreement" means this Apartment Buyer Agreement executed by the Allottee and the Company.

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

"Association" means the Association of Apartment Owners of the Project to be formed in terms of provisions of the Apartment Act.

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

"Built-up Area" means the meaning ascribed to it in Schedule - C and shall also include and mean Apartment Area or Covered Area.

"Common Areas and Facilities" means such areas and facilities in the Project/ Complex earmarked for common use of all the apartments in the Project including Community Hall (Complex Club), landscaping and other facilities as may be specifically provided for in the Declaration by the Company under the provisions of the Apartment Act and tentatively as detailed in Schedule - D.

"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.

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

"IFMS" shall mean the interest free maintenance security to be paid by the Allottee towards the maintenance and upkeep of the said Complex or part thereof to be paid as per the Schedule of Payments (Schedule - B) hereinafter to the Company or to the Maintenance Agency @ Rs. 50/- per sq. ft. of the Super Area of the said Apartment. It shall also mean to include the term interest free security for facilities management (IFSFM) wherever used.

"Limited Common Areas and Facilities" shall mean those common areas and facilities, which are specifically designated as such in the Declaration and 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 the responsibility for carrying out the maintenance of the said Complex by the Company or the Association.

"Maintenance Agreement" means the Maintenance Agreement to be executed by the Allottee, Company and the Maintenance Agency.

"Maintenance Charges" shall mean the charges payable by the Allottee to the Company, Association or Maintenance Agency for the maintenance services of the said Complex or part thereof, including maintenance of Common Areas and Facilities.

"Non Refundable Amounts" include interest paid or payable on delayed payments, brokerage paid/ payable by the Company, if any, the taxes, cesses, charges etc. deposited/ to be deposited by the Company on allotment of the said Apartment and shall also include Earnest Money if not specifically stated separately.

"Preferential Location Charges (PLC)" means charges for the preferential location attribute(s) of the said Apartment payable/ as applicable to be calculated on per sq. mtr./sq. ft. of Super Area of the said Apartment, as mentioned in this Agreement.

"Price of Apartment" shall mean and include the Basic Sale Price of said Apartment togetherwith charges for right of exclusive use of Reserved car parking space(s) and any other Limited Common Areas and Facilities (if any) payable by the Allottee towards purchase of the said Apartment but does not include other amounts, charges, security amount etc., viz. Preferential Location Charges (PLC), Statutory Charges, Taxes and Cesses, Community Hall (Complex Club) Development Charges, Electric, Water & Sewage Connection Charges, Prepaid Electrical System Charges, Advance Maintenance Charges, IFMS, etc. which are payable in addition as detailed in Schedule of Payment (Schedule - B) and/or elsewhere in this Agreement.

"Project" or "Complex" means the Group Housing Project "The Center Court", being developed by the Company on the Project land situated at Sector 88A, Village Harsaru, Pataudi Road, Gurgaon, Haryana.

"Project Land" means the land admeasuring about 14.025 Acres more or less situated in sector 88A at revenue estate of village Harsaru, Pataudi Road, District Gurgaon, Haryana, for which License has been granted by DGTCF for development of said Project.

"Reserved Car Parking Space" shall mean the designated/ reserved car parking space(s) exclusively allotted to the Allottee in the Project with exclusive right for parking his light motorized vehicles meant for personal use only.

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

"Super Area" or "Super Built-up Area" shall have the meaning ascribed to it in Schedule - C.

"Taxes and Cesses" shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, central sales tax, works contract tax, service tax, cess, educational cess, workers welfare 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.

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.

For Ashiana Landcraft Realty Pvt. Ltd.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1.1 That in pursuance to the said Application of the Allottee and payment of application money and in consideration of the Allottee agreeing to comply with the terms & conditions of this Agreement and making timely payments of the **Price of Apartment** and Preferential Location Charges (PLC), if any, and Other Charges, Statutory Charges, applicable Taxes etc. specified in the **Schedule of Payments (Schedule - B)** and elsewhere in the Agreement, the Company in accordance with and subject to the terms and conditions set out in this Agreement hereby agrees to allot, sell, transfer, convey and assign in favour of the Allottee the said Apartment more fully detailed in **Schedule - A**, which is also detailed below, together with proportionate undivided right, share and interest in the Common Areas and Facilities as defined under the Apartment Act and detailed tentatively in **Schedule - D** together with exclusive right to use and occupy the Reserved Car Parking Space(s) as Limited Common Areas and Facilities and any other Limited Common Areas and Facilities (if any) for the exclusive use and enjoyment of the said Apartment, free from all encumbrances and the Allottee hereby agrees to acquire and purchase the said Apartment for the said **Price of Apartment** of Rs. _____ (Rupees _____) and Preferential Location Charges (PLC) of Rs. _____ (Rupees _____) and other charges, statutory charges, applicable taxes etc. more fully detailed in and payable as per Schedule of Payments (Schedule - B) and on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

The Price of Apartment only includes Basic Sale Price (BSP) of said Apartment and Charges for right of exclusive use of _____ No. Reserved Car Parking Space(s) whether located in the basements, stilt or open and does not include PLC, statutory charges, other charges, taxes etc.:

Apartment Type _____ bearing No. _____ Floor No. _____ Tower No. _____ having:

Super Area _____ Sq. Mtr. (_____ Sq. Ft) and having Built-up/ Covered/ Apartment Area _____ Sq. Mtr. (_____ Sq. Ft), together with exclusive right to use and occupy _____ Nos. of Reserved Car Parking Spaces in the Basement as part of Limited Common Areas and Facilities together with proportionate undivided right, share and interest in Common Areas & Facilities.

Type A	2 BHK + Study + 2 Toilets (comprising of Drawing-cum-Dining + 2 Bedrooms + 1 Study + 2 Toilets + 1 Kitchen + 4 Balconies)
Type B	3 BHK + 3 Toilets (comprising of Drawing-cum-Dining + 3 Bedrooms + 3 Toilets + 1 Kitchen + 4 Balconies)
Type C	3 BHK + 3 Toilets + Study / SQ + Toilet (comprising of Drawing-cum-Dining + 3 Bedrooms + 3 Toilets + 1 Kitchen + 1 Powder Room + 1 Study / SQ with toilet + 4 Balconies)

- 1.2 The Allottee understands and agrees that the Apartment along with Reserved Car Parking Spaces mentioned in this Agreement will be treated as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983 ("Apartment Act"). The right of exclusive use of said Reserved Car Parking Spaces only confer right to park his car at the specified space/ spaces and shall stand automatically transferred along with the transfer of the Apartment. The right of exclusive use of Reserved Car Parking Space is integral part of the Apartment and cannot be detached from the Apartment being hereby sold under this Agreement. The Allottee agrees and confirms that the right of exclusive use of Reserved Car Parking Space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the said Reserved Car Parking Spaces wherever applicable.

- 1.3 The final Common Areas and Facilities and Limited Common Area and Facilities of the Project/ Complex shall be as per the Declaration filed by the Company in terms of the Apartment Act.
- 2.1 The Allottee agrees to pay Preferential Location Charges (PLC) as stated in the Schedule of Payments (Schedule - B) hereinafter and also stated above. The Allottee agrees that, if due to any reason, including but not limited to change in the lay out plan of the Project/ building plan, (a) any of the Preferential Location attributes presently applicable to the Apartment gets removed, then the Company shall refund only the amount of such PLC with interest @ 9% p.a. to the Allottee by way of adjustment of this sum against the next payment to be made by the Allottee. (b) if the said Apartment now becomes preferentially located due to the change, then the Allottee shall additionally pay the PLC of the said Apartment. The Allottee understands that in case of any aforesaid change, the Allottee shall have no other right or claim except as mentioned hereinabove.
- 2.2 The Allottee understands and agrees that in addition to the Price of Apartment, Preferential Location Charges (if any) and various other charges detailed in Schedule of Payments (Schedule-B) or elsewhere in this Agreement, the Allottee shall also be liable to pay all taxes, charges, cesses, levies and the like as may be applicable or become applicable on the said Apartment/ Project/ Complex including but not limited to Service Tax, VAT, Labour Cess and Statutory Charges/ demands like EDC, IDC, IAC etc. Further all such taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Apartment and such demands shall be treated as unpaid consideration of said Apartment and the Company shall have first charge/ lien on said Apartment for recovery of such demands from the Allottee.
- 2.3 The Allottee agrees that payments of all Statutory Charges like EDC, IDC etc levied/ leviable or any increase thereof by DGTCP or any other government authority shall always be solely to the account of the Allottee to be borne and paid by the Allottee in proportion of the Super Area of the said Apartment to the total Super Area of all the apartments in the said Project. The said charges towards EDC, IDC etc. payable for the Project at the time of sanction of the Project, is being paid by the Company in installments as demanded by DGTCP together with normal interest payable on such installments. The same (EDC, IDC, etc. together with normal interest) shall be payable by the Allottee and all other allottees to the Company accordingly as per payment schedule and is not included in the Price of Apartment for the said Apartment.
- 2.4 If at any time post the date of Allotment of the said Apartment, there is any increase in the Statutory Charges like EDC, IDC etc. by whatever name called or in whatever form, whether prospectively or retrospectively, the Allottee shall pay the same as and when demanded by the Company. While raising a demand on the Allottee for any such enhanced Statutory Charges, the Company shall provide details of the relevant notification/ order/ rule/ regulation with the demand letter. Similarly if at any time post the date of allotment of the said Apartment, there is any reduction in payment of said statutory charges, the same shall be reduced in the amount payable by the Allottee.
- 2.5 The Price of Apartment is firm, save and except for the increase in Construction Cost exceeding 5% (hereinafter referred to as Escalation Charges). The increase in construction cost upto 5% shall be borne by the Company. The Escalation charges shall be computed for the period starting from the month in which the allotment is made till the month in which Application for grant of Occupation Certificate is made by the Company or the Completion Date stated hereinafter, whichever is earlier. It is agreed that for the purpose of computation of Escalation Charges, 40% of Price of Apartment shall be deemed to be the Construction Cost and shall be deemed to comprise of steel 15%, cement 10%, other construction materials 40%, fuel & power 5% and labour 30%. The Escalation Charges shall be computed by a reputed firm of Chartered Accountants appointed by the Company for the said purpose based on the respective Reserve Bank of India (RBI) Indexes published by RBI for Steel (Steel - Long), Cement, Fuel & Power, Other Building Construction Materials (Wholesale Price Index of All

- Commodities), Labour (Consumer Price Index for Industrial Workers of Delhi). If at any point of time during the period of construction, RBI stops publishing any of said Indexes, then alternative Indexes published by Government of India or any national institute of repute shall be used for computation of Escalation Charges..
- 2.6 Any right of exclusive use of additional Reserved Car Parking Space(s), if allotted additionally to the Allottee as Limited Common Area and Facilities will be charged extra by the Company at the prevailing rate and will be offered subject to availability.
- 2.7 The Allottee agrees and understands that the said Price of Apartment includes the cost of providing electric wiring and switches, fire detection and firefighting equipment in the Apartment and Common Areas and Facilities within the said Building and said Complex as per the existing fire fighting codes/ regulations and power back-up of 5 KVA for Type - A (2 BHK + Study + 2 Toilets), 7 KVA for Type - B (3 BHK + 3 Toilets) and 9 KVA for Type - C (3 BHK + 3 Toilets + Study/ SQ + Toilet) and in addition to that for the Common Areas and Facilities with an overall suitable diversity but does not include the cost of electric fittings, fixtures, geysers etc. within the Apartment which shall be installed by the Allottee at his/her/its own cost.
- 2.8 The Electric meter connection charges, water, sewage & drainage connection charges shall be payable extra by the Allottee as per demand made by the Company and are not included in the said Price of Apartment.
- 2.9 That in case the said Apartment is omitted due to any reasons whatsoever, the Company shall offer alternate unit if available in the same or any other project of the Company and in the event of non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received from the Allottee till then with simple interest @ 9% p.a. and will not be liable to pay any other damages or compensation to the Allottee whatsoever.
- 2.10 The Allottee agrees and confirms that the Company has made allotment of the said Apartment on the condition that out of the amounts paid/ payable by the Allottee for the said Allotment, 10% of Price of Apartment [i.e. Basic Sale Price of said Apartment and charges for right of exclusive use of Reserved Car Parking Space(s)] amounting to Rs. _____ /-(Rupees _____) ("Earnest Money") shall always be deemed and treated as Earnest Money paid/ payable by the Allottee to ensure the fulfillment of the terms and conditions as contained in the Application and this Agreement by the Allottee.
- 3.1 The Allottee has till date paid a sum of Rs. _____ /-(Rupees _____) Only) including service tax, being part payment towards the Price of Apartment, the receipt of which is hereby acknowledged by the Company.
- 3.2 The Allottee agrees to pay the balance amounts payable towards Price of Apartment of the said Apartment alongwith other charges, statutory charges, taxes, cesses, security deposits etc. as detailed in Schedule of Payments (Schedule - B) annexed herewith based on the payment plan opted by the Allottee and any other payment as may be demanded by the Company in terms of this Agreement on or before due dates and agrees that timely payment of installments and other charges is the essence of this Agreement. It shall also be incumbent on the Allottee to perform and observe all other covenants, undertakings, obligations and other terms and conditions of this Agreement as stipulated herein.
- 3.3 The Allottee shall make all payments only through A/c Payee cheque / demand draft in favour of "ALRPL Escrow Account The Center Court Phase 1" payable at New Delhi/Delhi. No outstation cheques shall be accepted. All payments shall be subject to their actual realization.

- 3.4 The Allottee shall be liable to make payment of balance installments/ amounts as specified in the Schedule of Payments (Schedule - B) or elsewhere in this Agreement upon receipt of the demand notice from the Company which shall, inter alia, state completion of the corresponding construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter. If the Allottee fails to pay any amount/ installments by the Due Date as per the demand notice sent to him, the Company shall grant a grace period of 30 days ("**Grace Period**") from the Due Date to the Allottee to make the said payment. However the Allottee shall be liable to pay interest @ 12% p.a. on the unpaid amount for the delayed period computed from the commencement of the Grace Period till the date of actual payment.
- 3.5 In case the payment is not made within the Grace Period, the Company may condone the delay in payment up to 60 days after expiry of Grace Period (i.e. up to 90 days from Due Date) by charging interest @ 18% p.a. for the total delay period. In case the Allottee fails to make payment even within 90 days from Due Date then the Company shall have the right to terminate this Agreement and forfeit the Earnest Money, brokerage, taxes, delay payment interest and any other non-refundable amounts/ charges and refund the remaining amount to the Allottee without interest within 120 days from the date of such termination. That upon termination, the Allottee shall be left with no right or interest whatsoever in the said Apartment and or against the Company except for refund of the remaining amount as aforesaid and the Company shall have the sole right to sell the said Apartment to any other person in its sole and absolute discretion.
- 3.6 This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Company and all decisions by the Company in this regard shall be final and binding on the Allottee. It is clarified that exercise of such discretion by the Company for the Allottee at any time or in the case of any other allottee in the Project shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of the Allottee.
- 3.7 The Allottee agrees that all payments made by the Allottee shall be appropriated/ adjusted by the Company first towards the taxes, then towards any overdue interest and thereafter towards other dues outstanding in his name on that date in terms of this Agreement and thereafter the balance, if any, towards the Price of Apartment and the Allottee undertakes not to object/ demand/ direct the Company to adjust his payments in any manner otherwise.
- 3.8 For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 1,000/-.
- 3.9 It is hereby agreed by the Allottee that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the said Project, the same shall be the proportion which the Super Area of the Apartment bears to the total super area of all the apartments in the said Complex, as the context may require.
- 3.10 In case the Allottee gives a written notice to the Company within 90 days from date of Provisional Allotment to cancel this Agreement, then in that event the Company shall do so and after deducting Earnest Money, brokerages, non-refundable taxes, overdue interest and any other non refundable amounts from the payments received from the Allottee till that date, shall refund the balance amount to the Allottee without any interest within 90 days from the date of receipt of such written cancellation notice. In case the Allottee gives the written notice to cancel this Agreement any time after 90 days from date of Provisional Allotment, then in that event the Company shall do so and after deduction of Earnest Money, brokerages, non-refundable taxes, overdue interest whether paid, due or payable, any EMI subventions paid or due to be payable and any other amount of non-refundable nature as liquidated damages, shall refund the balance amount within 120 days from the date of receipt of such written cancellation notice without any interest or compensation whatsoever by registered post. Upon any such aforesaid cancellations the Company shall be entitled to allot the said Apartment to any other person.
- 4.1 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.

- 4.2 The Allottee, having status of NRI, PIO, Foreign National or otherwise, if he is required under law shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, (FEMA), Reserve Bank of India Acts & Rules (RBI) made thereunder or any other statutory amendments/ modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third party shall not have any right in this Agreement or allotment of the said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee only.
- 5.1 The Allottee has seen and understood the Project layout plans, building plans and apartment plans and has identified the said Apartment applied for and allotted to him. The complete description of the said Apartment being subject matter of this Agreement has been provided in Schedule - A and specifications whereof has been provided in Schedule - E hereto.
- 5.2 It is understood, agreed and accepted by the Allottee that the plans, designs, dimensions and layouts of the said Apartment/ Buildings/ Project as shown in the sale brochures, other documents and Schedules herein are subject to change, alterations, modifications, additions, deletions or revisions that may be required to be done or may occur during the course of construction and development of the Project due to technical and structural reasons based on detailed working drawings or may become necessary for successful completion of Project due to changes in market conditions and customer demands resulting in sluggish sales and poor cash flows or other reasons by the Company or the Architect at their sole discretion as may be permissible/ permitted by or may be required by the competent authority till completion of construction and grant of final Occupation Certificate. Such changes/ variations shall be within permissible/ compoundable limits which shall be regularized in due course before grant of Occupation / Completion Certificate or shall be in accordance with any revised layout plans and building plans that may be approved by the DGTC up to a FAR of 2.50 and maximum number of Main Dwelling Units not exceeding 1070 Nos. with commensurate other units/ spaces/ areas at any time in future before grant of final Occupation Certificate/ Completion Certificate and the Allottee agrees that the Company shall be entitled to do so without any objection or claim from the Allottee. Such changes shall include change in lay-out plan, building plans, construction of additional towers, increase in number of floors etc. The Allottee hereby grants his consent and no objection for the same and agrees that it shall not be necessary on part of the Company to seek any fresh consent of the Allottee for said purpose. However, in case any fresh consent/ NOC from the Allottee is required by the Company, then the Allottee shall not object to the same and give his consent/ NOC.
- 5.3 The Super Area/ Super Built-up Area and Built-up Area (Covered Area/ Apartment Area) of the said Apartment and Common Areas and Facilities have been defined in **Schedule - C**. It has been made clear by the Company and the Allottee has understood and agrees that the Price of Apartment, Statutory Charges and other charges are calculated on the basis of Super Area of the said Apartment stated in Cl. 1.1 hereinabove. This Super Area, at this stage, is tentative and is subject to change till the Completion of Construction and grant of final Occupation Certificate/ Completion Certificate. The Company shall confirm the final Super Area of the said Apartment after Completion of Construction and grant of Occupation and Completion Certificate by the competent authority(ies). If there are any changes in the super area, the Company shall recalculate the total amounts payable by the Allottee towards Price of Apartment, PLC (if any) and other charges for the said Apartment based on original BSP at which said Apartment was booked and the difference shall be payable or refundable without any interest. It is agreed by the parties that the increase/ decrease in final super area of the said Apartment upto 5% shall be within acceptable limits. The certificate of Project Architect shall be final and binding on both the Parties.
- 5.4 The proposed specifications for the said Apartment have been provided in Schedule - E. It is understood and agreed by the Allottee that the materials, fittings, fixtures, equipment and amenities to be used/ provided/ installed in the said Apartment/ Building/ Complex by the Company shall generally conform to specifications detailed in Schedule - E. However the Company shall be entitled to use similar or equivalent quality/ brand materials, fixtures, equipment etc. and the Allottee shall have no claim against the Company in this respect. Further, it is made clear to and agreed by the Allottee that the Company will not be required to entertain any request for modification in the internal lay-out, specifications or finishing of the said Apartment or external facade of the building.

- 5.5 Subject to terms and conditions of this Agreement and upon execution and registration of sale/ conveyance deed, the Allottee shall have exclusive ownership of the Built-up/ Covered Area of said Apartment (also referred to as Apartment Area) and shall have proportionate undivided share and interest and right of use in the Common Areas and Facilities of the Project. Since the share and interest of the Allottee in the Common Areas and Facilities is undivided and impartible, he shall, subject to timely payment of Maintenance Charges, use the Common Areas and Facilities harmoniously along with other allottees/ occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The Allottee shall also have ownership of proportionate undivided share and interest in the Project Land. This proportionate undivided share and interest of the Allottee in the Project Land is not included in computation of Super Area. The Allottee shall have exclusive right to use the Parking Space(s) allotted to him as Limited Common Area for parking of his vehicles only and for no other use whatsoever. The said exclusive Reserved Car Parking Spaces individually allotted to respective Apartment owners for their personal use as Limited Common Area are not included in the Common Areas and Facilities.
- 5.6 The Allottee agrees and understands that the occupation, use and ownership of the Allottee in the said Apartment, including proportionate undivided right, share and interest in the Common Areas and Facilities and Limited Common Areas and Facilities shall always be subject to Apartment Act and as specified by the Company in the Declaration to be filed by the Company in compliance of the Apartment Act and Applicable Laws and the Allottee agrees and confirms to adhere and comply with the same at all times. The Allottee shall be required to join the Apartment Owners' Association (**Association**) of the apartments in the Project and the Allottee agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/ Maintenance Agency for this purpose.
- 5.7 That save and except for said Apartment allotted herein as aforesaid, all unallotted/ unsold apartments, all unallotted parking spaces and other built-up areas in the buildings in the said Complex including other buildings/ independent areas including but not limited to viz. schools, commercial spaces etc. or vacant lands earmarked for the same and/ or all other open lands/ areas presently vacant for sanctioned or for future permissible development & construction of buildings, which do not form part of Common Areas and Facilities as described in Schedule - C are specifically excluded from the scope of allotment of said Apartment and the Allottee shall have no ownership rights, or other rights/ claims whatsoever and all such lands, built-up areas and spaces shall continue to vest in the Company who shall always be deemed to be the owner of and in possession of the same and the Company shall have the sole right and absolute authority to deal with such built-up areas, units, spaces and lands in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion. The Allottee shall not raise any objection in any manner in connection therewith in person or in form of association of allottees and shall be responsible and liable for all losses/ damages suffered due to wrong acts of the Allottee or Association of allottees.
- 5.8 The Allottee agrees and understands that some portions of the Project Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, schools, shops, commercial premises/ buildings etc., as approved by the Governmental Authority. The Allottee understands, agrees and confirms that the Allottee shall not have any right, title or interest in any form or manner in the aforesaid lands earmarked for EWS apartments, schools, shops, commercial premises and/or the buildings constructed thereon and facilities provided therein. Further, the Allottee hereby agrees and confirms that he does not have any claim or right to and shall not interfere in the matter of booking, allotment and sale of EWS units, schools, shops, commercial premises/ buildings or in the operation and management of shops, schools, commercial premises/buildings etc which the Company alone shall be entitled to deal with, sell and dispose off as it deems best and appropriate.
- 5.9 The Company shall also have the right to mark and demarcate other areas as Limited Common Areas on ground, terrace, basement or elsewhere in the Project including open/ covered parking spaces for the use of specified apartments/ owners to the exclusion of other apartments/ owners.
- 5.10 The Company shall have the right without any approval from any Allottee to make alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment(s) within the said building and other buildings and areas in the Complex which are in accordance with sanctioned layout and building plans or are permissible and compoundable and the Allottee shall have no right to raise objections or make any claims on this account.

- 6.1 The Company and the Allottee hereby agree that the Company shall remain the Owner of the Apartment including all constructions in the Project till such time the Conveyance Deed is executed and registered in favour of the Allottee. The Allottee shall become the owner of the Apartment only after execution and registration of the Conveyance Deed and the Allottee shall not be given possession or permission to occupy the Apartment till then. It is made clear and agreed by the Parties that the Allottee shall have right, title and interest in the Apartment only after the Apartment is transferred and conveyed to the Allottee in accordance with the terms and conditions of this Agreement.
- 6.2 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 and interest in 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 Company shall continue to be the owner of the said Apartment with full right, title and interest in the said Apartment. It is clarified by the Company and agreed and accepted by the Allottee that even though construction of the said Apartment is deemed to be Works Contract by the Government Authorities and VAT which is charged/ chargeable on the same shall be payable by the Allottee, the ownership of said Apartment shall remain with the Company until all amounts payable in terms of this Agreement are paid by the Allottee to the Company and conveyance/ possession of the said Apartment given to the Allottee and till then all payments received against the said Apartment shall be as part payment/ advance payment towards Price of Apartment, PLC (if any) and other charges etc. payable by the Allottee for purchase of the said Apartment as a built-up immovable property. In the event of failure by the Allottee to pay on time as per Cl. 3.4 and Cl. 3.5 hereinabove such amounts as are due and demanded in terms of this Agreement, the Company is fully entitled to cancel this Agreement and re-allot the said Apartment to any other person and forfeit Earnest Money, brokerage, taxes, overdue interest and other non refundable amounts from the Allottee.
- 7 It is agreed and accepted by the Allottee that the Company shall be entitled to raise finance/ obtain loans from any bank, institution or third party by way of mortgage/ charge/ securitization of receivables or in any other mode or manner against the said Apartment, the buildings under construction or to be constructed in future and the Project Land subject to the condition that the Apartment shall be free from all encumbrances created by the Company on or before execution of the sale/ conveyance deed. The Company hereby confirms that it will transfer the said Apartment to the Allottee and execute & register sale/ conveyance deed in respect thereof free from all such encumbrances.
- 8.1 In case the Applicant wants to avail housing loan/ finance for purchase of the said Apartment, he may do so after obtaining prior written approval from the Company from those HFI / banks with whom the Company has tied up / made arrangements for said purpose, subject to the following:
- The amount of loan is paid directly to the Company
 - The terms of the financing agency shall exclusively be binding and applicable on the Allottee only.
 - The responsibility of getting the loan sanctioned and disbursed as per Company's Schedule of Payments shall rest exclusively on the Allottee. In the event of loan not being sanctioned or disbursement getting delayed, timely payments to the Company as per Schedule of Payments (Schedule - B) shall be responsibility of the Allottee, failing which the Allotment shall be governed by the provisions of Cl. 3.4 and Cl. 3.5 above.
- 8.2 Any agreement between such or any other banks/ HFI and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, terms and conditions, risk and consequences. The consent of the Company will be required in writing for creation of mortgage of the rights of the Allottee, derived from this Agreement.
- 8.3 The Company may issue the written permission/ NOC as may be required by the Banks/ HFI, subject to that such loan amount shall be paid directly to the Company only by the Bank/ HFI and also subject to that the Company shall by no means be responsible or liable in any manner whatsoever for the lien and encumbrance of the HFI/ bank on said Apartment for any such loan which the Allottee may obtain and he alone shall be liable for the same. The Allottee shall, at the time of grant of permission/ NOC by the Company, furnish undertaking/ declaration to the Company to indemnify the Company for all costs, expenses, claims, damages etc. which the Company may suffer for any breach / default that may be committed by the Allottee to the Banks/ HFI/ Third Party.
- 8.4 However, in case, if the Company is required by the HFI/ Bank to join in execution of the loan agreement between the financing HFI/ Bank and the Allottee for grant of housing loan under financing schemes for

purchase of said Apartment and if said loan agreement is terminated/ cancelled by the financing HFI/ bank for any reason whatsoever including default in payment of EMIs and the Company is required to refund the outstanding dues of aforesaid housing loan to the HFI/ Bank, then in such an event i) this Apartment Buyer Agreement shall automatically stand cancelled and the Company shall be entitled to re-allot the said Apartment to any other buyer and, further ii) the Allottee shall be liable for all losses incurred by the Company in refund of aforesaid housing loan to the HFI/ Bank together with interest @ 18% p.a. thereon, in addition to forfeiture of earnest money, taxes, brokerage, overdue interest and other non refundable charges. Further, in such a case, the Allottee shall keep the Company indemnified against all losses and damages, charges, claims, interests incurred by the Company due to said cancellation.

- 8.5 Save and except in the case of any bank, financial institution or entity with whom a tripartite agreement has been separately executed for financing purchase of the said Apartment, the Company shall not be responsible towards any third party, who has made payments or remittances to the company on behalf of the Allottee and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipt only in favor of the Allottee. Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
- 8.6 The Allottee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Company for assisting the Allottee in obtaining housing loans from banks or financial institutions. The Allottee further agrees that all such loans shall be disbursed directly to the Company only by the bank / financial institution and hereby irrevocably authorizes the Company 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 and set out in Schedule of payments (Schedule - B) annexed herewith.
- 8.7 The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.
- 9 The Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or any money deposited hereunder by and on behalf of the Allottee. The Allottee further agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Allottee from completing the payment of the Price of said Apartment and other charges or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the sale/ conveyance deed the said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee who has taken loan from any financial institutions/ banks for purchase of the said Apartment, the conveyance of the Apartment in favour of the Allottee, shall be executed only on the Company receiving No Objection Certificate from such financial institution/ banks/ non banking finance company (NBFC) and shall be subject to compliance of terms of NOC.
- 10.1 The Allottee shall have the option to assign its rights in the said Apartment under this Agreement to any third party only after and subject to payment of 25% of Price of Apartment and other due amounts. Upon receiving a written request from the Allottee, after aforesaid payment and upon payment of such charges as may be fixed by the Company from time to time and subject to applicable laws and notifications/ directions by any Government Authority, the Allottee shall be entitled to get the name of his/ her nominee/ assignee substituted, added, deleted in his/ her place subject to such terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination / assignment and the Company shall always be kept indemnified by the Allottee against all consequences arising out of such assignment. Any change in the name of the registered Allottee with the Company shall be deemed as transfer or assignment for this purpose. Any purported assignment by the Allottee in violation of terms of this Agreement shall be a default on the part of the Allottee.

- 10.2 Physical presence of all the persons/ parties involved shall be sine qua non for any assignment of the rights of the Allottee under this Agreement to be effected and no exemptions to the aspect of physical presence shall be granted under any circumstances unless represented by an attorney or authorised representative in accordance with law.
- 11.1 The Company, before execution and registration of the Conveyance/ Sale Deed and handing over possession of the Apartment to the Allottee, shall apply to obtain from the Competent Authority, the necessary Occupation and/or Completion Certificate in respect of the said Building in which the said Apartment is situated, as may be required under the Applicable Laws. The Company may complete construction and development of the said Project in parts/ phases and obtain part Occupation and/or Completion Certificate for the same as the Company may deem fit. The date of making application to DGTCP/ Competent Authority for issue of Occupation and/or Completion Certificate for the building in which the said Apartment is located (in full or in part for certain Buildings only) shall be treated as the date of Completion of Construction of the said Apartment and the Project or the part thereof (**Completion Date**). The Allottee confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Allottee is offered possession of the Apartment in such completed part or portion of the Project, the Company and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the part or portion where the Apartment is situated, and if in spite of best efforts of the Company, any inconvenience, hardship, disturbance or nuisance is caused to the Allottee during the said works or construction, the Allottee shall neither protest, object or obstruct the execution of such construction works nor shall he claim any compensation and/or damages from the Company in this regard.
- 11.2 The Company, based on its present plans and estimates and subject to Force Majeure and all just exceptions and conditions beyond control of the Company and the Allottee making timely payments, shall endeavor to complete the construction work of the said Apartment/ Building thereof within a period of _____ (_____) months and a grace period of 6 (six) months from the date of this Agreement ("**Completion Date**") and shall thereafter apply for grant of the Occupancy Certificate and on receipt of the same will offer possession of the said Apartment to the Allottee.
- 11.3 If completion of construction of the said Apartment is delayed due to Force Majeure or circumstances beyond the control of the Company, in such events the Company shall be entitled to a reasonable commensurate extension of time for completion of construction of said Apartment and the Allottee agrees that Completion Date for the said Apartment shall automatically be deemed to be extended accordingly and the Company shall not be held responsible or liable for being unable to perform any of its obligations or undertakings provided for in this Agreement due to aforesaid conditions and shall not be liable to pay any compensation or damages to the Allottee. The Company shall keep the Allottee informed about the same and communicate new estimated Completion Date. Further the Company shall not be liable for payment of any compensation for the period after filing of Occupation/ Completion Certificate for the time taken in grant of Occupation Certificate/ Completion Certificate. It is further clarified that all external or peripheral services outside the Project Land upto the periphery of the Project, such as, municipal water supply lines, sewer and storm water drains, main road, electric power supply connection etc. are to be provided by the Government or the local body or concerned government authority and the Company shall not be responsible for any delay in provision of the same by the concerned authorities before completion of Project.
- 11.4 The Company shall be deemed to have completed the construction as per agreed schedule if application for grant of Occupancy Certificate/ Completion Certificate is filed within the schedule given in Cl. 11.1, 11.2 & 11.3 hereinabove. Subject to the provisions of aforesaid clauses and subject to timely payments by the Allottee as per Schedule of Payments (Schedule - B) if the Company fails to complete the construction on or before the Completion Date or Extended Completion Date as aforesaid and/or on such date as may be extended by mutual consent of the Parties, then the Company shall be liable to pay to the Allottee a compensation for the period of delay beyond the final extended Completion Date computed at the rate of Rs. 5/- (Rupees Five only) per month per square feet of the Super Built Up Area of the Apartment, provided the Allottee has not been in default in making payments as per Schedule of Payments in Schedule-B.
- 11.5 It is hereby agreed that if the Company is unable to construct/ continue or complete the construction of the said Apartment/ Building/ Complex due to force majeure conditions and/or conditions beyond control of the Company or due to any governmental/ regulatory authority's action/ inaction, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and/or relevant authority. In any such

situation, the amounts paid by the Allottee shall continue to remain with the Company and the Allottee shall not be entitled to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). However the Allottee may, if so desires become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification or the affecting/ obstructing condition is resolved then it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid impugned legislation or rule, regulation, order or notification becomes final, absolute and binding or if due to any force majeure conditions and/or conditions beyond control of the Company, the Company is unable to continue/ complete the construction of the said Apartment/ Building/ Project, then subject to provisions of law, necessary measures shall be taken for payment of liabilities of the Project including the apartment buyers. It is agreed that in such circumstances the entitlement of the Allottee shall be limited to the extent of refund of all amounts paid by the Allottee. Save as otherwise provided herein, the Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

- 11.6 In case the Allottee has observed and complied with the terms and conditions of this Agreement including timely payments and if the Company is unable or fails to complete construction of said Apartment as per schedule given in Cl. 11.1, 11.2 & 11.3 above for any reason other than given hereinabove, then in such case the Allottee shall be entitled to give notice to the Company within 60 days from the expiry of said Completion Date together with its extensions, for terminating this Agreement. In that event the Company shall be at liberty to sell and/ or dispose off the said Apartment to any other party at such price and upon such terms and conditions as the Company may deem fit and thereafter the Company shall refund to the Allottee the amounts paid by him in respect of the said Apartment within 90 days from receipt of such notice without any interest and without deduction of Earnest Money but deduction of taxes, brokerage and any other non refundable amounts. It is clearly understood and agreed that in aforesaid event the Allottee shall have no other right or claim against the Company in respect of the said Apartment in terms of this Agreement. If the Allottee fails to exercise the right of termination within the time limit as aforesaid then the Allottee's right to terminate this Agreement shall stand waived and the Allottee shall continue to be bound by the provisions of this Agreement.
- 11.7 In case at the time of grant of part/ full Completion/ Occupancy Certificate, if the DGTCP or any competent authority require any alteration or correction, the same shall be carried out by the Company and shall not be objected to by the Allottee. Any temporary, part or full Occupancy Certificate issued by DGTCP shall also be included within the term 'Completion Certificate'.
- 11.8 The Company, upon completion of construction of Project, whether in whole or in part and upon obtaining Occupancy Certificate from the Governmental Authority, in respect of the Project or part thereof where the Apartment is located, shall offer in writing possession of the said Apartment ("**Possession Notice**") to the Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice. The Allottee shall, within the time stipulated by the Company in the notice (**Date for Possession**), settle the account and make payment of all balance dues under this Agreement including Advance Maintenance Charges, Interest Free Maintenance Security and other costs and charges, as may be applicable, for sanction and installation of electric line infrastructure and connection, individual electric meter connection, Water Connection, Sewage & drainage Connections etc., Stamp Duty & registration charges and documentation & legal expenses for registration of Sale/ Conveyance Deed and execute necessary indemnities, undertakings, Maintenance Agreement, sale/ conveyance deed and such other documentation as the Company may prescribe. The physical possession of the said Apartment shall be given to the Allottee only after payment of all dues, settlement of account, completion of legal formalities as aforesaid and execution and registration of sale/ conveyance deed.
- 11.9 If the Allottee fails, refuses and/or neglects to settle the account and take possession of the Apartment from the Company in the manner detailed hereinabove for any reasons whatsoever, by the prescribed Date for Possession the Apartment shall be held at the risk and cost of the Allottee and the Allottee shall be liable to pay holding charges on Super Area basis @ Rs.5/- per square foot per month ("**Holding Charges**"), for the period the Allottee does not take Possession of the Apartment, together with overdue interest @ 18% p.a on total balance amount due and payable under this Agreement along with monthly maintenance charges calculated from the Date for Possession. These Holding Charges shall be a distinct charge and shall be in addition to the maintenance and other charges, i.e., not related to any other charges as provided in this Agreement, which shall also run side by side.

- 11.10 It is further agreed and accepted by the Allottee that if the Allottee fails to settle the account and take possession of the Apartment even after expiry of 90 days from the Date for Possession, then the Company, in its sole discretion, may exercise the option to cancel the Agreement. If the Company elects to cancel this Agreement, the Company shall have the right to sell/dispose the said Apartment at the entire risk and cost of the Allottee to any other person on terms and conditions as the Company may in its sole discretion deem fit and after deduction of Earnest Money, brokerage, overdue interest, Holding Charges, monthly maintenance charges and any other charges of non refundable nature and costs & expenses incurred by the Company in the said transaction and refund to the Allottee within 120 days the balance remaining out of the sum paid by him without interest and the Allottee shall have no right or claim over the said Apartment or against the Company.
- 11.11 It is agreed that 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. It is agreed that after delivery of possession of said Apartment, the Allottee shall have no claim against the Company 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, building materials or for any reason whatsoever. The construction of the said Project shall be supervised by a team of qualified and experienced engineers and reputed professional architects, structural and other consultants appointed/ engaged by the Company. However, in case any defect is observed or arises in the fixtures and fittings provided in the said Apartment within one year from Date for Possession (Defect Liability Period), the Company shall endeavor to rectify/ repair/ replace the same to the extent as may be practically and technically feasible in the existing situation at its sole discretion. However, the Company 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 the said Apartment or occupants of other apartments/ areas in the said Building/ Project.
- 11.12 The Company has represented that the Project is being developed in a phased manner and the Allottee agrees and undertakes that either before or after taking possession of the Apartment or at any time hereafter, he shall not object to the Company constructing or continuing with construction of other buildings adjoining to or elsewhere in the Complex. The Allottee further understands and agrees that some of the facilities proposed in the Complex, other than the essential basic facilities required for occupation of the Apartment, may not be ready for use at the time of handover of possession of the Apartment and other apartments in the initial phases but shall be ready before completion of the whole Project. The Allottee agrees that he shall not raise any dispute or make any claim of whatsoever nature in this regard against the Company and that the same shall not be any excuse or ground to refuse payment of Maintenance Charges from Date for Possession. The Allottee shall be liable to pay the Maintenance Charges from the Date for Possession stipulated in the Possession Notice irrespective of the date on which the Allottee takes possession of the said Apartment.
- 12.1 After grant of the Occupancy/ Completion Certificate for the tower/ Building in which the said Apartment is situated, and upon all payments as envisaged hereunder or demanded by the Company in terms of this Agreement having been duly made, the Parties shall execute a sale/ Conveyance deed for the Apartment in the format prepared by the Company in accordance with law and cause it to be registered in favour of the Allottee. The Allottee shall not delay execution of the same in any manner. Possession of the said Apartment will be given to the Allottee only upon execution and registration of Sale Deed. The Allottee shall also be liable to pay Holding Charges in addition to Maintenance Charges for such delayed period till registration of Sale Deed.
- 12.2 All costs, charges and expenses towards execution of the sale/ conveyance deed including but not limited to stamp duty, registration fees & expenses, legal fees, any statutory charges/ demands, documentation expenses and other related miscellaneous expenses will be borne and paid by the Allottee. Any other charges, if any, payable under law or demanded by any concerned authority shall be paid and borne by the Allottee only.
- 12.3 The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other apartment owners in the said Complex.

- 12.4 The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including for any actions taken or deficiencies/ penalties imposed by the competent authority(ies).
- 13.1 The Allottee, at any time after execution of the sale/ conveyance deed of the said Apartment, shall be entitled to transfer the said Apartment in accordance with law and any applicable rules and regulations of any government authority.
- 13.2 In case of such further transfer of the said Apartment by the Allottee, he shall be bound and obliged to clear and make payment of all Maintenance charges and other bills which are outstanding and due and to obtain No Dues Certificate from the Maintenance Agency/ Association. The Allottee shall inform to the Maintenance Agency/ Association the names, address and other particulars of the new purchaser/ assignee of the said Apartment. In such sale/ transfer, the Allottee shall have no right to obtain refund of the Interest Free Maintenance Security which shall stand transferred in the records of the Company or Maintenance Agency or Association in the name of the new Purchaser/ assignee of the said Apartment who shall be deemed to be the Allottee in place and stead of the erstwhile Allottee.
- 13.3 Any dispute between transferor and transferee with regards to the said Apartment or for any other reason will be settled between themselves, i.e., transferor and transferee only. The Company shall not be a party to it and neither shall be liable in any manner.
- 13.4 The Allottee/ occupants of the Apartment/ subsequent transferees shall be bound by and undertake to abide by all the statutory approvals, laws, rules & regulations and the terms & conditions of the License granted by DGTCP, the Apartment Act, Government Orders, including all Acts, other laws applicable earlier or made applicable hereafter to the said Apartment/ Complex and as amended from time to time.
- 13.5 All the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ Building/ Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes. The mere acquisition or rental of the said Apartment or the mere act of occupancy of the said Apartment shall signify that the provisions of this Agreement are accepted and ratified.
- 14.1 As per the provisions of the Apartment Act, the Company will form an Association of Apartment Owners ("Association") in the Project for the purposes of maintenance, repair, management and administration of the Project and handover the maintenance of the Project to the said Association under the Applicable Laws. The Allottee, along with other apartment owners in the Project, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Allottee shall also from time to time, be required by the Company or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Company or Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall be regulated by the bye laws of the Association and other rules and regulations including the Apartment Act.
- 14.2 The Allottee agrees and understands that certain residential apartments in the Project have exclusive areas like balconies, terrace, lawn areas etc. attached to them 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 - A & E respectively shall not raise a demand or claim upon the Company 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.
- 15.1 After grant of Occupation Certificate, the Maintenance of the Common Areas and Facilities shall be carried out by the Company or the Maintenance Agency nominated by it. The Allottee understands that the Project "**The Center Court**" showcases the special and premium brand value sought to be projected by the Company. 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 Company keeping in mind the collective requirement for all the residents/ occupants of The Center Court. Prior to taking possession the Allottee agrees to and shall execute a Maintenance Agreement with the Company and/or Maintenance Agency nominated by the Company for the Maintenance of the Common Areas and Facilities of the said Complex for a period not exceeding 2 years from Date for Possession/ grant of Occupation Certificate stated above or such other date as may be fixed by the Company (unless terminated earlier by the Company or Maintenance Agency) till the time allottees / occupiers of the said Complex form a Apartment Owners Association (Association) 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.

- 15.2 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 Company or the Maintenance Agency.
- 15.3 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.
- 15.4 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.
- 15.5 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 Company. It is agreed by the Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of said Apartment is taken by the Allottee.
- 15.6 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 Company (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 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 date of commencement of Maintenance of Common Area and Facilities shall be intimated by the Company to the Allottee and the maintenance charges will be reckoned as due and payable from that date. The Company 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.
- 15.7 a) 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 Community Hall (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 super area of the Project (excluding EWS units and schools) 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.
- 15.8 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.
- 15.9 The Company may make arrangements with reputed and branded service providers for making available their services to the allottees of The Centre Court for gymnasium, tennis, concierge service etc. The Allottee shall be required to pay additional fees/ charges for utilizing their services as they are not included in Maintenance Charges.
- 15.10 The Allottee hereby agrees that the Company shall be entitled to apply for and obtain bulk supply of electricity from Dakshin Haryana Bijli Vitaran Nigam Ltd. (DHBVNL) or any other authority constituted by the Government of Haryana for distribution of the same to all the apartments, Common Areas, Limited Common Areas and other independent areas in the Project. If the Company or the Maintenance Agency is required by the State Government/ DHBVNL or any other body to receive and distribute bulk supply of electrical energy in the said Project/ Complex, then the Allottee agrees to abide by all the conditions of sanction of bulk supply of electricity and undertakes to pay on demand to the Company proportionate share of electric connection costs as determined by the Company including all deposits, costs, estimates and charges paid/ payable by the Company or the Maintenance Agency for sanction, provision, erection and installation of the said electric infrastructure and connection to DHBVNL/ any other body constituted by the Government of Haryana and failing which the same shall be treated as unpaid portion of the sale price of the said Apartment payable by the Allottee and possession and conveyance of the said Apartment shall be withheld by Company till full payment thereof is received from the Allottee. The aforesaid proportionate share of electric connection costs shall include the cost of electricity line infrastructure like HT Feeder, Electric Sub-station etc.

Further the Allottee agrees that the Company shall be entitled to withhold electricity supply to the said Apartment till full payment of such deposits, costs and charges is received by the Company or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection to his Apartment directly from DHBVNL or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the Allottee is attached as **Schedule - H** to this Agreement. The Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Company from time to time.

- 15.11 In case of bulk supply of grid electricity with single meter connection for the Project provided by the concerned authorities, the Company proposes to install prepaid dual metering system and one dual meter will be provided for each Apartment which will measure the grid electricity supplied by the authorities and power back-up DG generated electricity consumed by the Allottee separately. The recurring monthly bills for operation, maintenance and supply of same and generator power back up provided 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 and through pre paid system, if implemented by the Company. The cost of installation and implementation of pre-paid system shall be borne and paid extra by the Allottee as and when demanded by the Company.
- 15.12 The monthly or periodic recurring cost/ bills of 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/ Company separately and additionally as billed/ based on total actual expenses on pro rata basis of super area of his Apartment with effect from the grant of Occupation Certificate / Date for Possession notified to the Allottee.
- 15.13 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 super area of the said Apartment as and when demanded by Company/ Maintenance Agency.
- 15.14 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 Company which shall be calculated based on per Sq. Mtr. / Sq. Ft. of 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 up gradation, 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, replastering, painting of exteriors of the buildings, boundary walls and all common areas comprised within the building and outside the building 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.

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/ electronic security & surveillance equipments/ water supply equipments and filtration plant/ refilling of fire extinguishers/ sewage treatment plant, all types of pumps, piped gas supply 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.
- 15.15 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 Company, an Interest Free Maintenance Security (IFMS) @ Rs.50/ sq. ft. of 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 Company/ Maintenance Agency to deny him/ her the right to avail the maintenance services and use of other common facilities also authorizes the Company 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/ Company. The Maintenance Agency/ Company 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/ Company. 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 Company/ Maintenance Agency shall be entitled to charge interest @ 18% 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/ Company 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.
- 15.16 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/ Company 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 Company/ Maintenance Agency which shall be in addition to the Maintenance Charges described above but the said insurance shall not include 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.
- 15.17 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 Company/ Maintenance Agency, the Allottee hereby authorizes the Company/ Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Allottee and Company/ Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Company/ Maintenance Agency to the Insurance Company, its agents and/or its representatives will be binding on the Allottee.
- 15.18 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, balance of Sinking Fund and balance of IFMS standing to Allottee's credit in the accounts of Maintenance Agency or Company on that date shall be refunded directly to the First Allottee of the Apartment at that point of time and not to any other person or body or shall be refunded as per requirements of law.

- 15.19 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 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 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 Company/ 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, 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.
- 15.20 The Allottee further covenants and agrees to permit the authorised staff and workmen of the Company/ 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.
- 15.21 It is made clear that Maintenance of Common Areas & Facilities of said Complex shall be organized by Company or Maintenance Agency through various outside/ outsourced specialist agencies for different services under separate agreements/ arrangements to be entered into with them. The responsibility of the Company 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.
- 15.22 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 full 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 Company nor the Maintenance Agency 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 Company/ Maintenance Agency.
- 15.23 The Maintenance Agency and Company 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 Company indemnified and harmless against any criminal/ civil liability or any loss or damage that may be caused to Maintenance Agency, Company, the Allottee and his family members and other allottees or their family members or any other persons or their properties in this regard.

- 15.24 It is agreed and accepted by the Allottee that the Company 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 Company 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 Company, 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 Company 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 Company, Maintenance Agency and/or their employees indemnified against any criminal/ civil action or liabilities arising out of above.
- 16.1 The Allottee is aware that merely purchasing the said Apartment is not enough and that the upkeep of the said Apartment, the common areas, the security and order within the said Complex require certain restrictions on the conduct of the residents/ occupiers to enable full utility of the said Apartment and all other apartments in the Complex. 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/ Maintenance Agency by a resolution passed by the majority to that effect, which shall be binding on the Allottee.
- 16.2 The Allottee shall use the Common Areas and Facilities within the said Complex in a reasonable and practical manner harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Allottee agrees that he shall not encroach upon or enclose any common area. The Allottee further understands and agrees that construction of any nature whatsoever in, around, above or below the reserved car parking space(s) allotted to him or enclosing the same in any manner whatsoever is strictly prohibited and the Allottee undertakes not to do so.
- 16.3 The use of the Apartment is residential and the Allottee shall use the same as a single family residential apartment, and shall not use it for any commercial, industrial, illegal or immoral purpose or in a manner so as to cause nuisance, annoyance or risk to owners/ occupiers of other apartments in the said Building/ Complex. 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 in the Complex only subject to the condition that such professional activity should not affect the security, serenity and ambience in the said Complex. In case their professional activity causes nuisance or disturbance or security hazard and is objected to by other apartments, then practice of such professional activity will not be permissible and other residents, Maintenance Agency/ Association shall be entitled to take all steps permissible under law in this regard for maintenance of necessary security and peaceful living in the Complex.
- 16.4 The Allottee shall at his own cost keep the said Apartment in good and tenantable condition, and repair and maintain the same properly. That the Allottee shall carry out all internal repairs of said Apartment at his own cost and maintain said Apartment, its periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenantable repair, state, order and conditions in which delivered to him and 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.
- 16.5 The Allottee further covenants to observe all rules and regulations of the Authority, municipal corporation/local body, and keep the Company and owners/ occupiers of other apartments in the said Building/ Complex 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.
- 16.6 The Allottee shall neither himself do, nor permit or suffer anything to be done which damages in any manner any part of the Building, staircases, lifts, shafts and common passages, adjacent apartments or anything connected with or pertaining to the Building which would expose the Building to any kind of risk or loss, whether physical legal or otherwise be unbecoming of a high-class housing complex.

- 16.7 The terms and conditions of the license issued by the DGTCP and other statutory approvals shall be binding on the Allottee and all other transferees(s) etc. Nothing contained in this Agreement will enable the Allottee to do or cause to be done anything which is not permitted by the aforesaid License, other statutory approvals, the Apartment Act and the conveyance deed. The restrictions placed herein shall operate in addition to those imposed by the competent authority of Central / State Government. There shall be no condonation of the breach of these terms, not even against imposition of penalty.
- 16.8 In case any penalty or fine is imposed by the competent authority Central/ State Government for violation of any law by the Allottee, the same shall be paid by the Allottee. The Allottee shall also keep the Company, the Maintenance Agency and the Association fully harmless and indemnified from any claim/ penalty of the authorities levied on account of violation of any statutory approvals or any related law by him.
- 16.9 The Allottee shall not demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, outer walls, floor and roof slabs or any R.C.C. member or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed/ maintained.
- 16.10 The Allottee undertakes that he shall not sub-divide the Apartment in any manner. It is and will remain a single family Apartment. While the Allottee shall be free to decide on the interiors, he shall not be entitled to change the colour and facade of outer walls or the exterior side of the doors and windows etc of the Apartment. The exterior of the Apartment will be maintained exactly as delivered by the Company or as laid down by the Association/ Maintenance Agency, but for the interior, there will be discretion with the Allottee.
- 16.11 Every Allottee must perform promptly all maintenance and repair work within the Apartment which, if omitted, would affect the said Building/ Complex and apartments belonging to other allottees, he being expressly responsible for the damages and liabilities that his failure to carry out such maintenance and repair works promptly may endanger building/s and other occupants. The Allottee shall promptly report to the Association and the maintenance agency any defect or need for repairs, the responsibility for which is that of the Association/Maintenance Agency.
- 16.12 The Allottee or occupant or any of his agents, servants, employees, licensees, or visitors shall not do any act or store/ stock/ bring into/ keep in the said Apartment any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ flammable nature, which may cause risk by fire, or which, on account of their nature or weight, may cause damage to or endanger the structure or safety of the Building or neighboring apartments, and/ or the assets of the other occupants or the equipments in the said Complex, and/or expose others to risk.
- 16.13 Nothing shall be done, or permitted to be done, or any article/ substance kept in any apartment or in any common areas, which will obstruct the common area and which will increase the rate of insurance on any apartment or building or Complex or which may render void or voidable insurance of any apartment or building or the said Complex or the common installations/ equipments/ machines in the said Complex, or which would be in violation of any law. The Allottee shall be solely responsible and liable for such losses.
- 16.14 The Allottee undertakes to comply with all laws, rules, regulations, notifications applicable to the said Apartment/ Project and carry out, from time to time after he has taken over possession of the said apartment, all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ Government or any other competent authority in respect of the Apartment/ Building at his/ her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 16.15 The Allottee shall at no time demand partition of his interest in the Project Land, the said Building and the said Apartment or any part thereof, it being hereby agreed and accepted by the Allottee that his interest in the Project Land, the said Building and the said Apartment is impartible and indivisible.

- 16.16 The Allottee shall have no right to build upon, encroach or obstruct the common areas/ utilities/ facilities/ services etc. of the said Complex or cause hindrance or obstruction in their use and enjoyment. The Allottee shall also not plant or maintain any matter or thing upon, over or under such areas. Nor shall any allottee place trash, garbage, excess materials of any kind on or about the common areas, nor work upon any materials on, over or above the common areas. There shall be no structural alteration, construction, or removal of any building, fence, or other structure in any common area.
- 16.17 The Allottee shall not store, stack or dump any articles or goods, or permit the same to be stored or dumped in the common areas, passages, staircases, compound, or in any part of the said Building other than the inside of the Apartment hereby agreed to be sold to him. The corridors / passages in the towers will not be blocked and even the dead end streets will not be encroached upon in any way. The Allottee shall not deface walls, litter or spit in the common areas and facilities.
- 16.18 There will be restrictions on the use of lawns/ parks/ green areas as the Company/ Association/ Maintenance Agency may impose. That the lawns, parks and other common areas in the Complex are strictly neither permitted nor shall be used for organizing personal functions such as marriages, birthday parties etc. The space provided in the Community Hall (Complex Club) for organizing meetings and small routine family functions (excluding large functions like marriages), may be used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by Maintenance Agency/ Company/ Association from time to time.
- 16.19 On the drive ways/ roads inside the said Complex, there shall be no parking of vehicles except at designated places. The car parking spaces whether covered or uncovered would be used exclusively for parking of light motorised vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals, etc. Pet dogs and cats shall not be permitted in the common areas except when they are on a leash and accompanied by a responsible person while cattle or other animals shall not be permitted at all anywhere in the said Complex. The Maintenance Agency/ Association has the powers to make further rules in this regard for the common benefit of all the residents/ occupants of the said Complex.
- 16.20 That the Allottee shall not make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/ or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purpose in the said Complex.
- 16.21 Since the Apartment hereby agreed to be sold is part of a Group Housing Complex, the Allottee understands, agrees and accepts that there will be stringent rules, regulations, restrictions and measures to ensure security and safety. The entry into the said Complex as also in each tower shall carry several restrictions with a view to provide safety and security. The visitors may have to be screened and entry to any undesirable person may be prohibited and other records maintained. The final decision in this regard will be of the Maintenance Agency/ Association. The allottees will submit to and cooperate with all such requirements so as to maintain a level of safety and security for the residents.
- 16.22 The Association (or its agent duly appointed) shall be free to restrict the entry into the said Complex of anyone whom they consider undesirable, without assigning any reason whatsoever, at the outer gate itself. In case of insistence, the security staff of the Building will be at liberty to call upon the Allottee/ lawful tenant / occupant to come to the gate and personally escort the person from the gate to his Apartment and assume the responsibility of escorting him out as well. If required the Maintenance Agency/ Association (or its agent duly appointed) can also ask for the proof of the identity of the guest and require the Allottee to give undertaking with regard to his guests who shall not object to the same.
- 16.23 It is hereby accepted by the Allottee that the availability of the power backup facility shall be subject to regular payment of charges towards usage of the said facility. It is further understood and agreed by the Allottee that the power back-up facility is an additional amenity provided to the occupants of the said Complex and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Company in the event of default on part of the Association/ Maintenance Agency/ any other agency or body in providing the same, to continue to provide the same. In the event the Allottee requires any further power back-up for the Apartment, the Allottee at his sole discretion may install appropriate inverters/ stabilizers to provide uninterrupted power supply within the Apartment. However the Allottee is not permitted to install diesel genset for said purpose. That the Allottee accepts that the Allottee shall not claim any loss or damage, whether direct or consequential, from the Company/ Maintenance Agency/ Association, in case of power supply with low voltage, low frequency, inconsistency or non-availability of the same for reason beyond the control of the Company/ Association/ Maintenance Agency/ any other agency or body providing the same.

- 16.24 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 the 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 Complex. 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.
- 16.25 That at present the fire safety measures in the said Complex 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 Company, other than as provided/ to be provided, in terms of sanctioned Building plans, then it is consented by the Allottee that he shall be liable to pay proportionate charges in respect thereof. This condition will survive even if such additional fire safety measures are to be provided after handing over possession and conveyance of the said Apartment.
- 16.26 The Common Area and Facilities in the Complex includes a Community Hall (Complex Club) with Swimming Pool for the exclusive use of the apartment owners & their tenants and lessees which will be managed, operated and maintained by the Maintenance Agency. However, the Allottee has to pay a one time Community Hall (Complex Club) Development Charge as per Schedule of Payments (Schedule – B). It is made clear by the Company that this Community Hall (Complex Club) Development Charge is only towards furnishing the Complex Club and for provision of fittings, fixtures, furnitures, air conditioning, interiors, equipments etc. in the Community Hall (Complex Club). The Allottee is further required and agrees to pay such monthly/ quarterly/ yearly charges/ fees as may be fixed by the Company/ Maintenance Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Community Hall (Complex Club) and Swimming Pool which are not included in Maintenance Charges. The detailed terms and conditions of membership and rules & regulations governing use of Community Hall (Complex Club) facilities will be formulated before the Community Hall (Complex Club) is made operational. The Allottee agrees to abide by the rules and regulations formulated by the Company/ Maintenance Agency/ Association for proper and disciplined use and management of the Community Hall (Complex Club) and Swimming Pool.
- 16.27 The right to use Community Hall (Complex 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 Community Hall (Complex Club) can be temporarily assigned by the Allottee to the tenant occupying the Apartment provided the majority of the Community Hall (Complex Club) members do not object. 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 Community Hall (Complex Club) facilities.
- 16.28 The Allottee agrees to pay directly, or if paid by the Company, then reimburse to the Company on demand, Government rates, property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Apartment/ building(s)/ complex, as the case may be, as assessable/ applicable from the date of allotment to the Allottee and the same shall be borne and paid by the Allottee in proportion to the super area of the Apartment to the super area of all the apartments in the said Complex. Further, the Allottee shall be liable to pay house-tax/ property-tax or any other tax, fee or cess as and when levied by a local body or authority from the date of grant of Occupation Certificate or Date for Possession and so long as the Apartment of the Allottee is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee in proportion to the super area of the said Apartment.
- 16.29 In case of more than one Allottee, each Allottee will have equal share in the Apartment and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank/ HFI if loan has been availed for purchase of said Apartment. Similarly in a divorce case or where a dispute arises between allottees, the allotment will continue only after providing consent in writing by them and No Objection Certificate from the financing bank/ HFI concerned. The interest over the delayed payment shall be charged notwithstanding the dispute whatsoever stated above. In all the above said circumstances there will be a time limit of maximum upto 90 (ninety) days, where after the Company shall be entitled to cancel the said Agreement and the allottee(s) shall have no claim or right whatsoever except to claim for the refund of amounts deposited after deduction of earnest money, taxes, interest for delayed payments, brokerages and any other amounts of non-refundable nature. For the refund in a divorce/ dispute case as stated above, consent of all allottees shall be necessary.

- 16.30 The Company makes it absolutely clear and is agreed and accepted by the Allottee that in case the Allottee(s) and his family members insist to visit and inspect the said Apartment during the course of construction, the Company shall not be held liable for any 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.
- 17.1 It has been made clear by the Company to the Allottee that the Project has presently been approved based on FAR of 1.75 with 753 Main Dwelling Units and commensurate other units/ spaces/ areas but the Company has planned the Project for maximum FAR of 2.50 and maximum 1070 Nos. of Main Dwelling Units and commensurate other units/ spaces/ area. If in future before grant of final Completion Certificate for the whole Project by DGTC, any additional FAR accrues or becomes permissible on the Project beyond 1.75, then the Company shall be entitled to construct additional upper floors or buildings/ structures in the Project after obtaining all relevant approvals and sanctions from DGTC and other authorities. The Company has assured the Allottee that it shall not make any such additional construction without obtaining the approvals from the Competent Authority under the Applicable Laws. Subject to maximum FAR of 2.50 for the said Project Land and maximum 1070 Nos. Main Dwelling Units the Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional floors on existing buildings or additional buildings in the said Complex as per the approvals that may be granted by the Governmental Authorities. The Allottee further agrees and confirms that such additional construction by use of additional FAR, shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The electric, water, sanitary and drainage systems in the said Complex shall be planned and provided to meet the requirements of such additional constructions and the Company shall be entitled to connect the additional constructions to the existing electric, water, sanitary and drainage systems. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no objection to any of such additional construction activities carried on in the said Building/ said Complex. The Allottee hereby agrees and grants his consent and no objection for the same and agrees that any fresh consent of the Allottee shall not be required for obtaining revision of layout and building plans from the competent authorities and construction of the Project upto the aforesaid limits. However, if for grant of approval by the competent authorities for such additional construction a prior consent/ NOC of the Allottee is required under the applicable laws, then the Allottee shall not withhold the same and shall give his consent/ NOC.
- 17.2 In the event the Allottee does not give his written consent/ no objection to the Company as required hereinabove within 30 (thirty) days or objects in writing indicating his non consent/ objections to the same, then in such a case the Company shall be entitled at its sole discretion to terminate this Agreement without further notice. Upon such cancellation, the Company shall refund to the Allottee the total amounts received in respect of the said Apartment from the Allottee together with interest at the rate of 12% per annum.
- 17.3 It has been agreed between the Parties that upon such refund, this Agreement shall stand terminated and the Allottee shall not be entitled to claim any loss and/or damages whatsoever. The said refund by the Company to the Allottee shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement irrespective of whether the Allottee accepts the said payment from the Company or not. Upon sending the cheque/ demand draft of such payment to the Allottee the Company shall be entitled to deal with the Apartment as it may deem fit and proper.
- 17.4 The Company may acquire land(s) adjoining to the Project Land/ Project and upon acquisition/ purchase of such land(s) as and when licensed and approved by the competent authority(ies), shall be made part of the Project and the layout plan/ statutory approvals will be revised. The Allottee has understood and agreed that the transferable/ saleable Built-up Area and Super Built-up Area of the Project will increase and that such additional land/ Built-up and Super Built-up Area shall become part of the Project and owners/ buyers/ occupants of such additional apartments/ Units in the Project due to such additional land shall also have proportionate undivided share in and right to use the Common Areas/ Facilities including Community Hall (Complex Club) of the revised Project land/ Project.
18. "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot be prevented, or caused to be prevented, and which adversely affects the Company's ability and makes it impossible to perform obligations under this Agreement, which shall include but not limited to:
- i) Acts of God, i.e. fire, flood, earthquake, natural disasters or acts of like nature;
 - ii) Air crashes; explosions or accidents, acts of terrorism;

- iii) War and hostilities of war, riots or civil commotion;
- iv) Strikes or lock-outs, labour disputes;
- v) Non availability of cement, steel or other construction materials, water or electricity supply or labour;
- vi) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/ said Building/ said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the Government authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever;
- vii) Any action/proceeding by the Government/statutory Authorities or Judicial authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- viii) Any event or circumstances analogous to the foregoing.

The Company shall not be responsible or liable for not being able to perform any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions or conditions beyond control of the Company.

19.1 The occurrence, happening or existence of any of following events shall be considered as Events of Default by the Allottee :-

- i) Failure to make payments within the time as stipulated in Schedule of Payments as given in Schedule - B accepted by the Allottee including failure to pay stamp duty, legal, registration and other incidental charges, Advance Maintenance Charges, Interest Free Maintenance Security Deposit, any applicable taxes, levies, cesses etc., deposits and charges for electric connection, deposits and charges for various municipal and other services like water supply, sewage and drainage connections, any other charges, taxes etc. and any increases in respect thereof as may be notified by the Company to the Allottee under the terms of this Agreement and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any other deed / document / undertakings / indemnities etc. or to perform any other obligation, if any set forth in any other document by the Company in relation to said Apartment.
- iii) Failure to take possession of said Apartment within the time stipulated by the Company in its Possession Notice.
- iv) Failure to execute conveyance deed and appear before sub-registrar for registration of the same within the time stipulated by the Company in its notice or to pay for the stamp duty, registration charges and other legal and incidental cost and expenses thereof.
- v) Failure to execute Maintenance Agreement.
- vi) Assignment of this Agreement or any interest of the Allottee in this Agreement/ Allotment or any part thereof without prior written consent of the Company or without payment of transfer charges fixed by the Company or not executing documents as asked by the Company for such transfer.
- vii) Failure to become member of the Apartment Owners' Association of the said Complex or to pay subscription charges as may be required to be paid to the Association.
- viii) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
- ix) Sale/ transfer/ disposal of/ dealing with in any manner the parking space independent of the said Apartment or usage of the parking space other than for parking his vehicle.
- x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/ agreement/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.

- 19.2 Except as provided otherwise in this Agreement and in Cl. 3.4, 3.5 & 3.6 above, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, give notice to the Allottee to rectify the default as specified in that notice within thirty (30) days from the date of issue of notice failing which the Company may cancel this Agreement. If the default is not rectified by the Allottee within such thirty (30) days, the Company shall be entitled to terminate this Agreement without any further notice or intimation and the Company shall have the right to retain as and for liquidated damages Earnest Money along with interest on delayed payments, any interest paid, due or payable, brokerages, taxes, EMI subventions paid or due to be payable and all other amounts of non-refundable nature. The Allottee acknowledges that upon such cancellation of this Agreement, the Allottee shall be left with no right or interest in the said Apartment except the right to receive balance out of the amounts paid by him after deduction of liquidated damages as stated above and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the said Apartment and the Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed. The balance amount which shall be refundable to the Allottee after amounts retained as and for liquidated damages as stated above shall be refunded by the Company within 120 days of such cancellation without any interest or compensation whatsoever by Registered Post.
- 19.3 The said refund by the Company to the Allottee as stated hereinabove, sent through cheque/ demand draft by registered post acknowledgment due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee pursuant to this Agreement, irrespective of whether the Allottee accepts/ encashes the said cheque/ demand draft or not.
- 20 It is hereby expressly agreed by the Allottee that so long as the rights of the Allottee in respect of the Apartment and proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities granted in this Agreement are not prejudicially affected; the Company shall have the right to transfer, sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Project Land or Project or any part thereof or part of sanctioned/ permissible FAR to any other entity(s)/ third party(ies) as may be permitted under the Applicable Laws.
- 21 The Allottee agrees that he and/ or the persons to whom the said Apartment is let, transferred, assigned or given possession and the Company shall execute, acknowledge and deliver to the other Party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required or may be requested by the other party 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.
- 22 Any delay by the Company in enforcing terms of this Agreement or in exercising or omitting to exercise any right, power or remedy accruing to the Company upon any default under this Agreement shall not be construed to be the waiver on part of the Company of any provisions nor shall impair any such right, power or remedy available to the Company. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other allottees. No waiver of any of the terms of this Agreement shall be effective unless made in writing and a waiver of any particular term shall not be deemed to be a waiver of any other term of this Agreement.
- 23 If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 24 The true interpretation of any matter/ clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts. This Agreement, along with its Schedules constitutes the entire Agreement between the Parties with respect to the Allotment of the said Apartment and supersedes any and all previous understandings, agreements, correspondences, arrangements whether written or oral, if any, between the Parties herein. This Agreement shall prevail over all other terms and conditions given in sale brochures, advertisements, price lists and any other sale documents. However, the terms and conditions of the Application shall continue to prevail and be binding on the Allottee save and except in case where they are at variance with terms and conditions of this Agreement in which case terms and conditions of this Agreement shall prevail and shall supersede the terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing duly signed by both the Parties which only shall be valid.

25. The Company and/or its affiliates, officers, directors, employees, agents, members and servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of Company and the Applicant agrees to keep the Company and/or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.
26. Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on part of the Company or the Allottee until firstly the Allottee signs and delivers both copies of this Agreement with all its schedules along with the payment due as stipulated in Schedule of Payments (Schedule - B) within 30 (Thirty) days from date of dispatch by the Company and secondly a copy of this Agreement executed by the Company through its authorised signatory is dispatched by the Company within 30 days from the date of receipt of this Agreement by the Company from the Allottee. If the Allottee fails to sign and deliver to the Company this Agreement within the period stipulated above, then the application of the Allottee shall be treated as canceled and withdrawn, the provisional allotment made earlier shall be deemed/ treated as canceled and the Earnest Money paid by the Allottee shall stand forfeited and neither Party shall have any further rights, obligations or liabilities hereunder against the other.

The counter-part of this agreement shall be executed by the Company and dispatched to the Allottee within 30 days from the date of its receipt from the Allottee.

27. As required under the Provisions of the Income Tax Act 1961:
- A. The Company is assessed to Income Tax and its PAN number is AADCV9268K.
- B. The Buyer is assessed to Income Tax and its PAN number is _____
28. This Agreement has been executed in two copies in original, i.e.:
- a) Allottee's original (which will be the document of title for purposes of any equitable mortgage);
- b) Company' original;
- This Agreement is important and no refund of any kind will be permitted unless the Allottee's original have been returned to the Company.
- 29.1 That all notices to be served on the Allottee under this Agreement and sent by the Company at the mailing address of the First Allottee given hereinabove shall be deemed to have been duly served on all the allottees and no separate communication / notice shall be sent to the other co/joint Allottees. It shall be the responsibility of the Allottee to inform the Company by Registered (A.D.) Post about all subsequent changes, if any, in his address and also to obtain a formal specific receipt of the same, failing which all communications and letters posted at the above address of the Allottee will be deemed to have been received by him at a time when those would ordinarily reach such address and the Allottee shall be fully liable for any default in payment and other consequences that may occur therefrom.
- 29.2 All or any disputes, differences arising out of, in connection with or in relation to this transaction/ agreement, shall be amicably discussed and settled between the Parties by mutual discussion, failing which the same shall be resolved under the provisions of the Arbitration and Conciliation Act, 1996 or any modification/ amendment made thereto. Parties to this Agreement agree that submission to conciliation is a mandatory condition precedent for invoking the arbitration clause. On a party invoking conciliation, the Company shall nominate the conciliator within 15 days of the request stating the disputes. If the conciliator fails to arrive at a settlement agreement between the parties to the dispute within 3 months of start of conciliation proceedings, either party may seek arbitration to be referred to a sole arbitrator who shall be appointed mutually by the Parties or if unable to be appointed mutually, he shall be appointed by the Court under the Arbitration and Conciliation Act 1996. The venue of arbitration shall be New Delhi and the proceedings and the award of the arbitrator shall be rendered in English language. The Parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination.

29.3 This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to arbitration hereinabove, 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.

IN WITNESS WHEREOF THE PARTIES hereto have hereunto and to a counter-part hereof set and subscribed their respective hands at the place and on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness :

Signature _____

Name _____

FIRST ALLOTTEE

Signature _____

Name _____

SECOND ALLOTTEE

Signature _____

Name _____

THIRD ALLOTTEE

Witness :

for Ashiana Landcraft Realty Pvt. Ltd.

Authorised Signatory
COMPANY

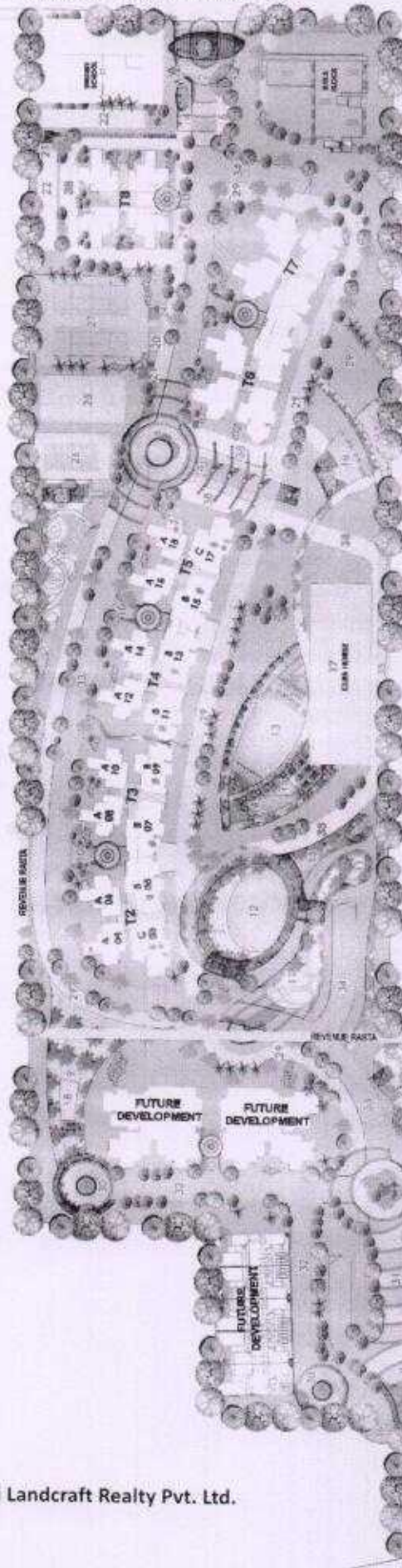
Place : _____

Date : _____

PROPOSED 24.0 M WIDE SECTOR ROAD

SCHEDULE - A/1

Tentative Site Plan



LEGEND

- | | |
|------------------------------------|--|
| 1 Guard House | 21 Pavilion |
| 2 Entry / Exit Driveway | 22 Cricket Pitch |
| 3 Water Feature with Signage | 23 Pet Park |
| 4 Waiting Area | 24 Feature Central Plaza with Courtyard lights |
| 5 Visitor's Car Parking Area | 25 Basketball Court |
| 6 Feature Rotunda | 26 Volleyball Court |
| 7 Golf Cart Parking Area | 27 Tennis Courts |
| 8 Feature Parking | 28 Walking Trail with Fitness Stations |
| 9 Palm Tree Garden | 29 Jogging / Bicycle Trail |
| 10 Feature Residential Block Entry | 30 Tuning Rotunda |
| 11 Golf Putting / Chipping Green | 31 12m Driveway |
| 12 Amphitheater / Skating Rink | 32 9m Driveway |
| 13 Main Pool Area | 33 8m Driveway |
| 14 Children's Pool Area | 34 Ramp Down to Basement |
| 15 Water Play Area | 35 Adult Bicycle Trail |
| 16 Timber Pool Deck | 36 Existing Tree |
| 17 Clubhouse | 37 Future Road |
| 18 Children's Play Area | 38 Fire Tender Access |
| 19 Rock Climbing Wall | |
| 20 Timber Deck | |



Not to Scale. Indicative only

Lay-out is tentative and subject to change until Final Completion

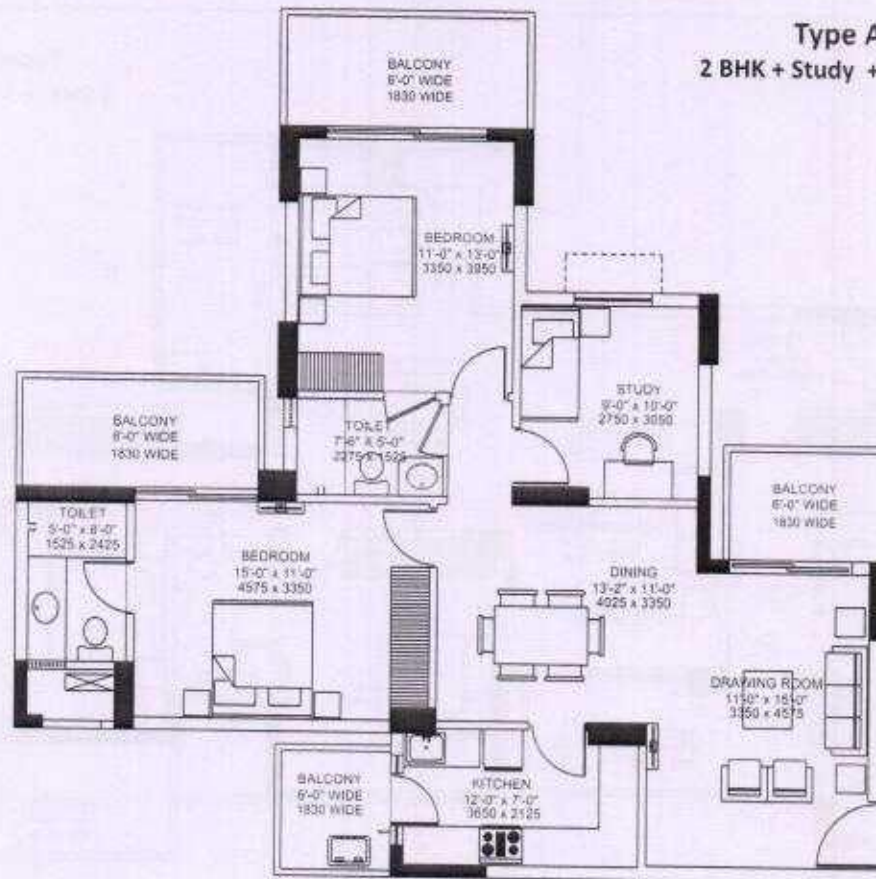
1 Sq. Mtr = 10.76 Sq. Ft.

ANNEXURE - A/2 Tentative Apartment Plan

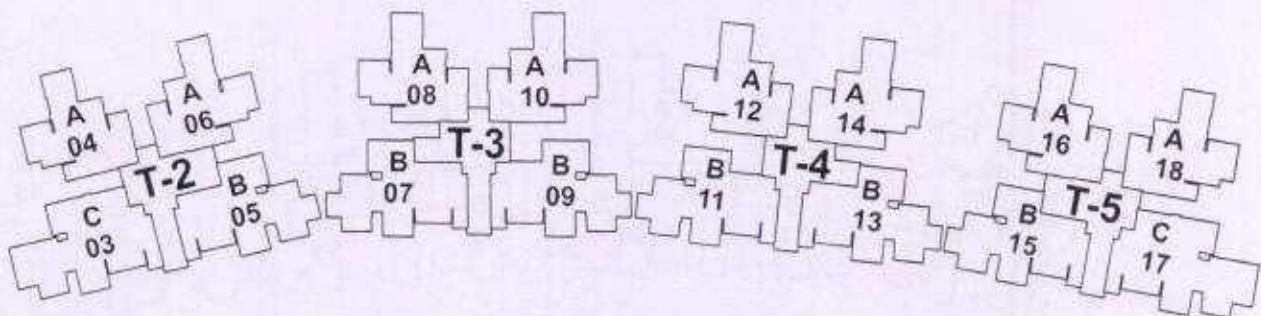
Apartment No. : _____ Tower : _____ Floor : _____

Super Built Up Area : _____ Sq. Ft. (_____ Sq. Mtr)

Built Up Area : _____ Sq. Ft. (_____ Sq. Mtr)



Type A
2 BHK + Study + 2 Toilets



- Not to Scale. 1 Sq. Mtr = 10.76 Sq. Ft.
- Furnitures & Fixtures shown are not part of the specification and are indicative only.
- Plans, areas & dimension shown are tentative and subject to change until Final Completion.

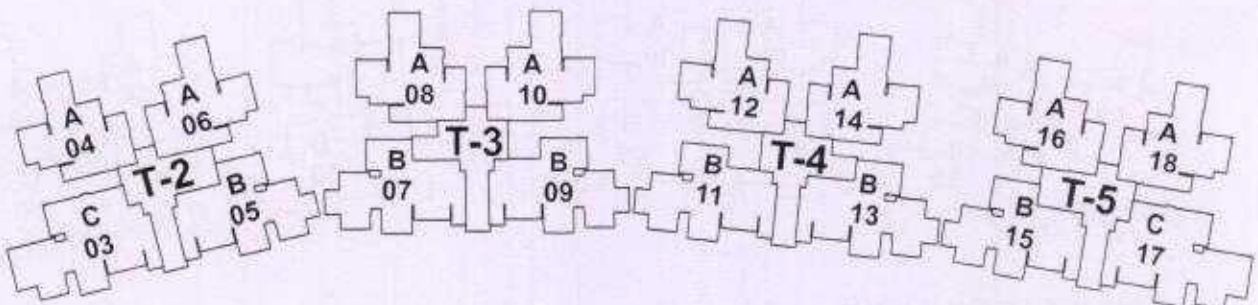
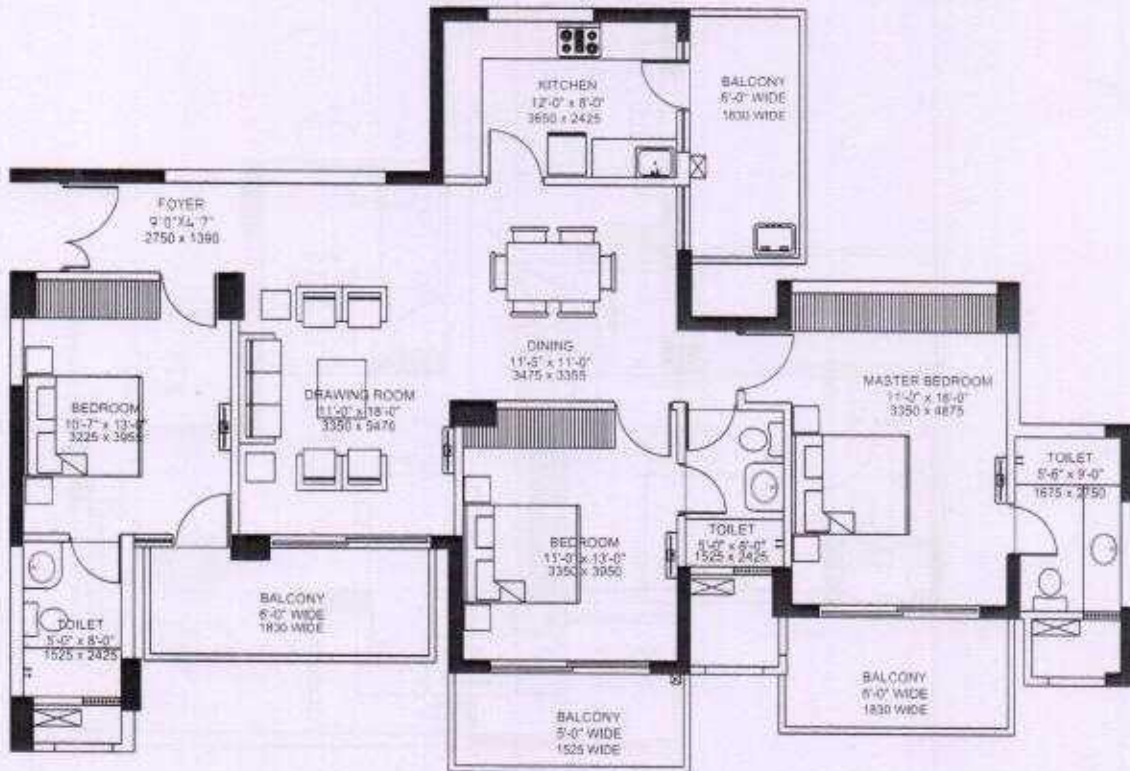
ANNEXURE - A/2 Tentative Apartment Plan

Apartment No. : _____ Tower : _____ Floor : _____

Super Built Up Area : _____ Sq. Ft. (_____ Sq. Mtr)

Built Up Area : _____ Sq. Ft. (_____ Sq. Mtr)

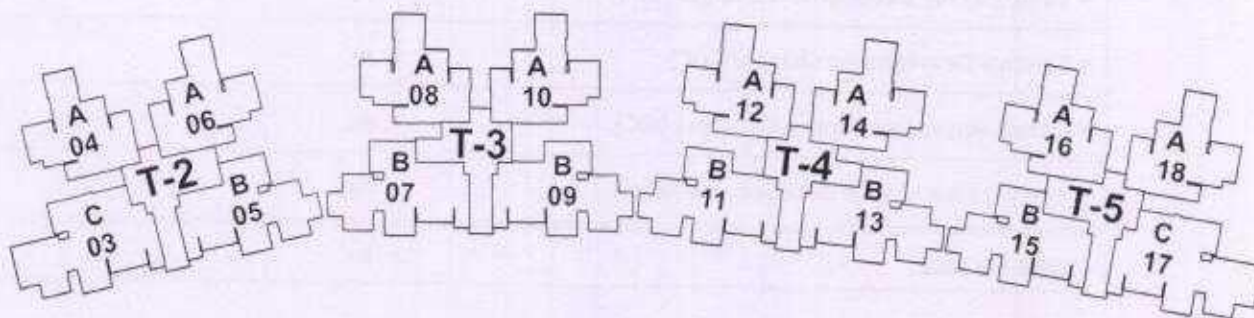
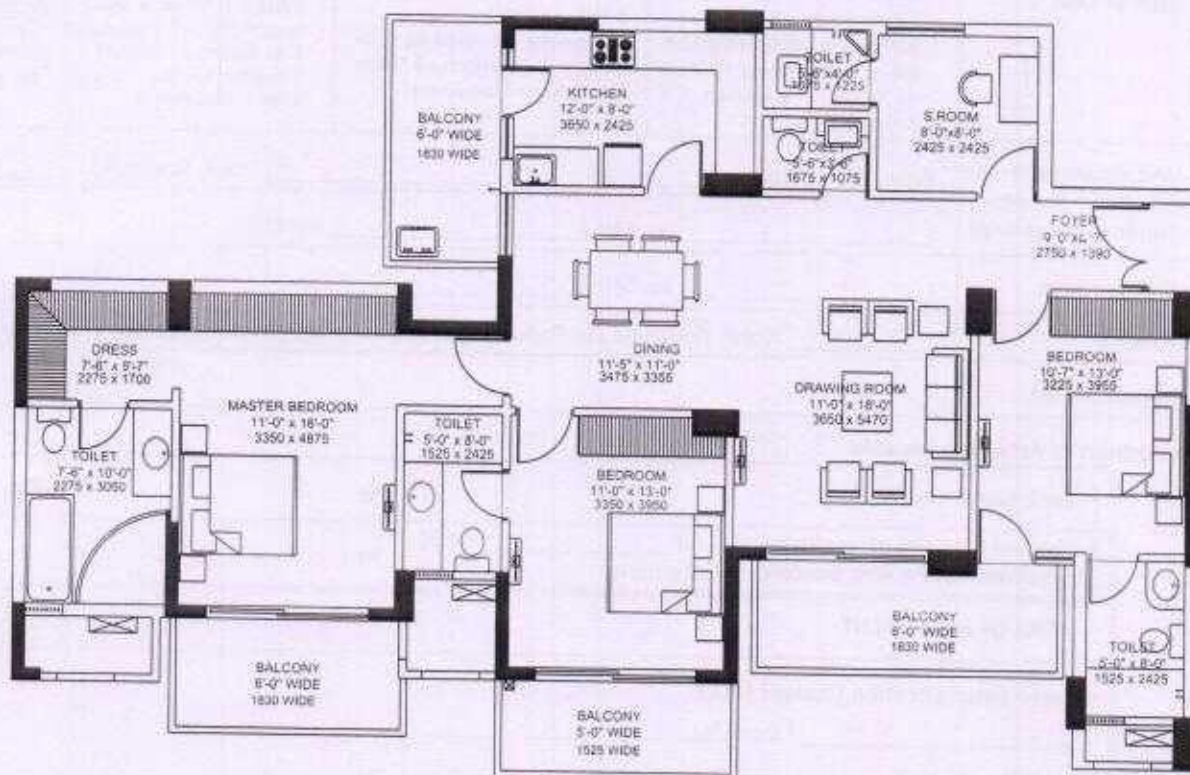
Type B 3 BHK + 3 Toilets



- Not to Scale. 1 Sq. Mtr = 10.76 Sq. Ft.
- Furnitures & Fixtures shown are not part of the specification and are indicative only.
- Plans, areas & dimension shown are tentative and subject to change until Final Completion.

Built Up Area : _____ Sq. Ft. (_____ Sq. Mtr)

3 BHK + 3 Toilets + Study / SQ + Toilet



- Not to Scale. 1 Sq. Mtr = 10.76 Sq. Ft.
- Furnitures & Fixtures shown are not part of the specification and are indicative only.
- Plans, areas & dimension shown are tentative and subject to change until Final Completion.

SCHEDULE OF PAYMENT

SCHEDULE - B

First Allottee			
Second Allottee			
Third Allottee			
Project & Location	THE CENTER COURT, Sector – 88A, Dwarka Expressway, Gurgaon		
Type of Unit	Type A 2 BHK + Study + 2 Toilets (comprising of Drawing-cum-Dining + 2 Bedrooms + 1 Study + 2 Toilets + 1 Kitchen + 4 Balconies)	Type B 3 BHK + 3 Toilets (comprising of Drawing-cum-Dining + 3 Bedrooms + 3 Toilets + 1 Kitchen + 4 Balconies)	Type C 3 BHK + 3 Toilets + Study / SQ + Toilet (comprising of Drawing-cum-Dining + 3 Bedrooms + 3 Toilets + 1 Kitchen + 1 Powder Room + 1 Study / SQ with toilet + 4 Balconies)
Unit/Apartment No.	Type _____, No. _____ on _____ Floor, Tower No. _____		
Super Built-up Area	(_____ Sq. Mtr (_____ Sq. Ft.))		
Built-up Area	(_____ Sq. Mtr (_____ Sq. Ft.))		
Parking	_____ No(s). Reserved Car Parking Space(s) for medium size Indian Car in Basement		
Payment Plan			

Statement of Amounts Payable

• Basic Sale Price (BSP)	Rs.
• Charges for right of exclusive use for _____ No(s) Reserved Car Parking Space(s) in Basement	Rs.
PRICE OF APARTMENT	Rs.
• Preferential Location Charges (PLC) • _____ Floor: Rs. _____ • Corner Facing : Rs. _____ • Green/Club/Pool Facing : Rs. _____ • Sports Arena : Rs. _____	Rs.
• Complex Club Development Charges (CDC)	Rs.
• External Development Charges (EDC)	Rs.
• Infrastructure Development Charges (IDC)	Rs.
• Interest Free Maintenance Security (IFMS)	Rs.
TOTAL PAYABLE	Rs.

Rupees _____

- Service Tax, VAT & any other Government Taxes, cesses, levies or surcharges as applicable will be charged extra.
- 2 Years Advance Maintenance Charges (AMC) as per estimates of the Company shall be payable at the time of Possession together with service tax and any other applicable tax.
- Other charges such as Registration Expenses, Stamp Duty, Legal Charges, Court Fee, Documentation Charges, any other extra work, sums payable on account of Individual Electric Meter Connection, Sewage & Water Connection etc. along with ancillary expenses shall become payable as and when demanded by the Company.

For Ashiana Landcraft Realty Pvt. Ltd.

SCHEDULE - B (Contd.)
Details of Payment Plan

DEFINITION OF SUPER AREA

SCHEDULE - C

Super Area also referred to as Super Built-up Area, of the said Apartment for the purpose of calculating the Price of Apartment for the said Apartment shall be the sum of:

- i) Built-up area / Covered area of the said Apartment also referred to as Apartment Area,
- ii) Pro-rata share of Common Areas and Facilities within the Building in which the said Apartment is situated and outside the said Building in the Project/ Complex earmarked for use of all apartment allottees in the said 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.

Common Areas and Facilities shall mean all such parts/ areas within the said Building in which the said Apartment is located and outside the said Building in the Project/ Complex which the Allottee shall use by sharing with allottees/ occupants of other apartments in the said Building and the Project including entrance lobbies, lift lobbies, staircases, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, telephone installations, maintenance offices/ stores, security/ fire control rooms, common toilets and rest rooms for domestic staff, security and maintenance staff etc. and Community Hall (Complex Club) including swimming pool, sports facilities and any architectural features, if provided.

Super Area of the said Apartment if provided with exclusive open terrace(s) shall also include area of such terrace(s), Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the said Apartment does not include the following:

- a) Sites and Buildings for commercial component / shops.
- b) Sites and Buildings for Amenities like schools,
- c) Dwelling Units for Economically Weaker Sections
- d) Roof/ top terrace above apartments excluding exclusive terraces allotted to specific apartments/ Penthouses.
- e) Covered / Open Car Parking Spaces within/ outside Buildings allotted to the said Allottee for exclusive use.
- f) Covered/ Open Car Parking Area within/ outside Buildings provided for allottees/ visitors in the Complex.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Price of Apartment in respect of said Apartment only.

COMMON AREAS & FACILITIES

SCHEDULE - D

PART-A:

List of Common Areas and Facilities within the Building in which the said Apartment is situated and outside the Building in the Project/ Complex including in the Basement, proportionate Area of which shall be included in computation of Super Area of the said Apartment

1. Entrance Hall/ Lobby at Ground Floor.
2. Staircases and mummies.
3. Lifts lobbies and Common passages/ corridors including lighting and fire fighting equipments.
4. Lifts/ lift shafts.
5. Lift machine rooms.
6. Overhead Water tanks.
7. Electrical/ Plumbing/ Fire shafts and service ledges.
8. Mail room/ Security room.
9. Security/ Fire control room / Gate / Gaurd Room.
10. Maintenance office/ service Areas.
11. Common Toilets and Rest rooms for domestic staff and maintenance and security staff.
12. Community Hall (Complex club)
13. D.G. Rooms / areas.
14. Underground Domestic & fire water tanks and pump room.
15. Electric sub-station/ areas.
16. Electrical Panel rooms.
17. Fan rooms.
18. Maintenance stores and circulation Areas.
19. Sewage Treatment Plant.

The aforesaid Common Areas and Facilities may be located within the buildings or in open areas outside the buildings or in the basements or any other suitable location in the Project/ Complex.

PART-B:

List of Common Areas and Facilities in the Project/ Complex for use of all apartment allottees in the Project excluded from computation of Super Area of the said Apartment.

1. Lawns, green areas, landscaped areas, water bodies, play areas, sports facilities etc.
2. Roads & Driveways on the ground and in the basements,
3. Fire Hydrants & Fire brigade inlets etc.

PART-C:

Proportionate undivided, right, share and interest in the Project Land at Vill. Harsaru, Sector 88A, Gurgaon on which the Group Housing Project "The Center Court" is located, as part of Common Areas and Facilities subject to maximum FAR of 2.50 and maximum number of Main Dwelling Units 1070 Nos. which the Company shall be entitled to develop and construct in the Project whenever the same is permitted by DGTC and other competent authorities before grant of final Completion Certificate/ filing of Declaration as required under law together with commensurate parking spaces and EWS units, commercial/ shops, 2 Nos. schools

The aforesaid undivided, right share and interest in the said Land is not included in computation of the Super Area.

PART-D: Limited Common Area

Reserved Car Parking Space(s) within the Project individually and specifically allotted to allottees of designated apartments in the Project with right of exclusive use by specified Apartment as Limited Common Area and is excluded from the computation of Super area of Apartment:

1. Covered car parking spaces in basements.
2. Covered car parking spaces on stilt floor level of buildings.
3. Open Car Parking spaces in open areas outside the building(s).

PART-E: The Allottee agrees and confirms that the ownership of following lands, buildings and amenities shall vest solely with the Company and are specifically excluded from the scope of this Agreement and the Apartment Allottee agrees that he/ she shall not have any ownership rights, title or interest in any form or manner whatsoever in them and they have not been counted in the computation of Super Area of said Apartment for calculating the Price of Apartment and therefore, the Apartment Allottee has not paid any money in respect of them:

1. Land and Buildings of Commercial component, shops etc. earmarked in the Project
2. Land and Buildings of Schools earmarked in the Project
3. Dwelling units for economically weaker section (EWS)

SPECIFICATIONS FOR 'THE CENTER COURT'

SCHEDULE - E

	Flooring	Wall & Ceiling	Windows & External Doors	Doors & Door Frames	Air Conditioning	Plumbing	Electrical
Structure	Earth Quake Resistant RCC framed structure with infill brick / AAC block walls, Floor to Floor height to be 3150 mm, Anti Termite Treatment at various stage of construction.						
Living Room & Dining Area	Imported Marble	Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door with Brass hardware, Frame to be of teak wood.	1.5 Ton Split AC in Living Room & Dining Area each.	NA	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make.
Master Bedrooms	Laminated Wooden	Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware, Frame to be of hard wood	1.5 Ton Split AC	NA	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make.
Other Bedrooms	Laminated Wooden	Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware, Frame to be of hard wood	1.5 Ton Split AC	NA	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make.
Utility / Study Room	Laminated Wooden	Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware, Frame to be of hard wood	1.5 Ton Window / Split AC	NA	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make.
Domestic Staff Room	Ceramic Tiles	Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	Flush door shutter with Anodized Aluminium hardware.	NA	NA	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make.
Kitchen	Vitrified / Ceramic Tiles	Ceramic Tiles upto 2 feet above counter, balance Acrylic Emulsion Paint. Cabinets above & below the counter. Counter shall be of granite. Hob & Chimney will be provided	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware, Frame to be of hard wood	NA	<ul style="list-style-type: none"> Concealed PPR/ CPVC pipelines for supply of hot & cold water (without geyser). SS sink with double bowl & drain board & swivel Spout 	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make. Provision for Geyser & RO System
Master Toilet	Ceramic Tiles	Ceramic Tiles up to Ceiling height. Ceiling shall be of Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware, Frame to be of hard wood	NA	<ul style="list-style-type: none"> Concealed PPR/ CPVC pipelines for hot & cold water supply (without geyser). C. P. Fitting of reputed brand Wall mounted WC with concealed cistern Granite Counter with Wash basin Glass partition in shower area 	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make. Provision for Geyser

SPECIFICATIONS FOR 'THE CENTER COURT' (Contd.)

SCHEDULE - E

	Flooring	Wall & Ceiling	Windows & Exteral Doors	Doors & Door Frames	Air Conditioning	Plumbing	Electrical
Toilets (all except Master or Staff)	Ceramic Tiles	Ceramic Tiles up to Ceiling height. Ceiling shall be of Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	8 Feet height door shutter with SS hardware. Frame to be of hard wood	NA	<ul style="list-style-type: none"> Concealed PPR / CPVC pipelines for hot & cold water supply (without geyser). C.P. Fitting of reputed brand. Sanitary ware of reputed brand. 	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make. Provision for Geyser
Domestic Staff Toilet	Ceramic Tiles	Ceramic Tiles up to 7 feet height. Balance area be of Acrylic Emulsion Paint.	UPVC / Powder Coated Aluminium windows of reputed make	Flush door shutter with Anodized Aluminium hardware.	NA	<ul style="list-style-type: none"> Concealed PPR / CPVC pipelines for hot & cold water supply (without geyser). C.P. Sanitary Fittings of standard make. 	Copper wiring of reputed make in concealed PVC conduits. Modular switches of reputed make. Provision for Geyser
Balcony / Open Terrace	Ceramic Tiles	External texture Paint.	NA	NA	NA	NA	NA

Lifts	2 high speed passenger lifts & 1 service lift in each building of reputed make such as OTIS / KONE / Mitsubishi or similar	
Lift lobbies & Corridor (Typical Floor)	<ul style="list-style-type: none"> Flooring in attractive design of ceramic tiles / vitrified tiles Wall to be finished in a mixed pattern of tiles / stone & texture paint Attractive lighting Windows for natural sunlight & ventilation 	
Ground Floor Lobby	<ul style="list-style-type: none"> Extra height of lobby with Air conditioning Attractive waiting lounge for visitors Flooring in mix design of marble, granite and tiles Wall paneling and false ceiling with attractive lighting Reception area 	
External Finish	Building shall be finished in texture paint	
Electric Connection & Power Back-up	<ul style="list-style-type: none"> Each apartment shall be provided with suitable 3 phase electric connection through state electric distribution company. Power back up of 5 KVA for Type A (2BHK + Study + 2Toilets), 7 KVA for Type B (3BHK + 3 Toilets) and 9 KVA for Type C (3 BHK + 3 Toilets + Study/SQ + Toilet) and in common areas with overall suitable diversity factor shall be provided Pre paid Electric Connection / Dual Billing Meter # 	
Water Supply	Round the clock supply of filtered drinking water through underground tank and overhead tanks	
	# Charges extra as applicable <ul style="list-style-type: none"> Fiber to the home network (FTTH) # Wi-Fi enabled Common Areas # Piped Cooking Gas provision # 	

Features

A : Club House

- Air-conditioned Club
- Lounge & Cafe with seating & TV
- Spa / Steam / Jacuzzi / Massage
- Gymnasium
- Banquet Hall
- Guest Rooms
- Indoor Games Room for Table Tennis / Pool / Carom
- Indoor kids play zone and Creche
- Library
- Business Centre
- Home Theatre
- Yoga

B : Sports Activity

- Lawn Tennis courts with Tennis Academy by Mahesh Bhupathi Tennis Academy
- Squash court
- Swimming pool & kids splash pool
- Basket Ball Court - Outdoor
- Cricket practice net with bowling machine
- Golf putting green
- Jogging Trail
- Open air amphitheatre
- Large dedicated kids play area

C : Value Added features

- Concierge Service
- Air-conditioned Furnished Building
- Entry Lobbies on Ground Floor
- High speed elevators
- Smart Card access & video door phone link from lobby to each apartment
- Security surveillance with CCTV camera on the periphery of the complex as well as within the complex along with camera fitted in each building ground floor lobby
- Dedicated Ambulance Service for medical emergency

Note: Some of the above features and activities shall be available on chargeable basis.

SCOPE OF MAINTENANCE OF COMMON AREAS & FACILITIES

The scope of Complex maintenance & management to be undertaken by Maintenance Agency at THE CENTER COURT, shall broadly cover :

1. **House-keeping of Common Areas**
 - 1.1 Daily sweeping of common areas within the buildings and outside the buildings within the Complex.
 - 1.2 Daily collection of domestic refuse / garbage from the collection point as fixed by FM Agency.
 - 1.3 Cleaning of external drains
2. **Horticulture**
Regular maintenance and upkeep of gardens, plantations, greenery, fountains etc, in the common areas within the Complex.
3. **Operation of Common Facilities/Services & Equipments (excluding Club House & Swimming Pool)**
 - 3.1 **Water Supply**
 - 3.1.1 Maintenance and operation of pumping sets – Pumping of water on need basis.
 - 3.1.2 Maintenance, operation and upkeep of water distribution network within the common areas of the Complex including pipe lines, valves etc.
 - 3.2 **Power Supply**
 - 3.2.1 Operation & Maintenance of power distribution network including transformers, switch gears, panels, DG Sets, cables etc.
 - 3.2.2 Operation and maintenance of street lights, lighting of passages, corridors and other common areas within the buildings and the Complex.
4. **Community Hall/ Complex Club**
General upkeep & Maintenance of the Community Hall/ Complex Club.
5. **Security**
To organize round-the-clock watch & ward security of the complex.
6. Annual Maintenance Contracts (non-comprehensive) of equipments viz. lifts, generators, fire fighting equipments, security systems installed in the Complex as required and deemed fit by the Maintenance Agency.

Note: Services of electrician and plumber to the occupants of the Apartments/units may be provided on a nominal charge basis subject to availability for attending to minor jobs, within their Units. Material necessary for rectification of these minor defects would have to be provided by the occupants.

Any matter relating to municipal taxes, permissions, licenses required from any municipal/local body with respect to the individual Unit or the Complex as a whole except for common services shall not be within scope of services to be provided by Maintenance Agency/Company.

The above scope is only for indicative purpose. A detailed Maintenance Agreement shall be executed between the Company / Maintenance Agency and the Allottee which shall be the final & binding arrangement.

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION
(To be filled up by the Allottee)

From _____

To The Secretary

Gurgaon, Haryana

Sir,

I have entered into an Agreement with M/s. Ashiana Landcraft Realty Pvt. Ltd. to purchase an Apartment No. _____ on _____ Floor in Tower/Building No. _____ in "The Center Court", in Sector 88A, Village Harsaru Pataudi Road, Gurgaon (Haryana).

Kindly enroll me as a member of **The Center Court Apartment Owners Association** for which I herewith remit a sum of Rs. _____ (Rupees _____) towards entrance fee of the said Association. Also kindly let me know the annual subscription fee to be paid and a copy of the by-laws of the said Association may be supplied to me.

Kindly keep me informed of the activities of the said Association from time to time.

Thanking you,

Yours faithfully

Member

For Ashiana Landcraft Realty Pvt. Ltd.

UNDERTAKING

I / We,

First Allottee _____

S/D/W/o _____

Resident of _____

*Second Allottee _____

S/D/W/o _____

Resident of _____

*Third Allottee _____

S/D/W/o _____

Resident of _____

(*To be filled in case of joint purchasers)

have been allotted Apartment Type _____ bearing Apartment No. _____ on _____ Floor
in Tower No. _____ in "The Center Court", Sector 88A, Vill. Harsaru, Gurgaon (Haryana).

I/ we are aware that **M/s. Ashiana Landcraft Reality Pvt. Ltd.** (Company) shall itself or through its anyother associate company or agency (Maintenance Agency) shall be providing maintenance services to the entire complex. The Company has informed me that as per prevailing norms in Gurgaon the Company and/ or Maintenance Agency shall be required to apply for permission to receive bulk supply of electricity through a Single Point Connection for onward distribution to the various apartments and other units and common areas and facilities in the Complex through sub-meters.

The Company has informed me that the Company and/ or Maintenance Agency shall be required to receive and distribute the electricity supply in the complex, sanction electricity load, install sub-meters, raise bills and collect payments for payment to Dakshin Haryana Bijli Vitran Nigam Ltd (DHBVNL) or any other distributing/ Regulating/ Licensing Agency/ Authority etc. for electricity supplied to the Complex. I am agreeable to receive the electric supply to my Apartment through the Bulk Supply Single Point Connection given to the Complex and I undertake that I shall not apply to Dakshin Haryana Bijli Vitran Nigam Ltd (DHBVNL) or any other distributing/ Regulating/ Licensing Agency/ Authority for direct individual supply of electric power to my Apartment and I understand that I shall not be entitled for such direct connection in view of the release of electricity through Bulk Supply Single Point Connection given to the said Complex.

ENDORSEMENT

I / We, the ALLOTTEE(S) herein;

First Allottee _____

S/D/W/o _____

Resident of _____

Photograph of
First Allottee

Second Allottee _____

S/D/W/o _____

Third Allottee _____

S/D/W/o _____

Photograph of
Second AllotteePhotograph of
Third Allottee

do hereby assign all my/our rights, interests, liabilities and obligations of the ALLOTTEE under this Agreement in respect of:

Unit / Apartment No. _____ located on _____ Floor in the Building /

Tower No. _____ having Super Built-Up Area of _____ Sq. Ft. (_____ Sq. Mtrs.) more or

less in the project "The Center Court" in Sector 88A, Village Harsaru Pataudi Road, Gurgaon (Haryana).

IN FAVOUR OF THE FOLLOWING ASSIGNEE / TRANSFEREE :

First Allottee _____

S/D/W/o _____

Resident of _____

Photograph of
First Allottee

Second Allottee _____

S/D/W/o _____

Third Allottee _____

S/D/W/o _____

Photograph of
Second AllotteePhotograph of
Third Allottee

We shall be responsible and liable for and shall always keep the Company indemnified against all consequences that may arise from this assignment.

NAME & SIGNATURE OF ALLOTTEE(S) / ASSIGNOR

NAME & SIGNATURE OF ASSIGNEE / TRANSFEREE

Subject to applicable laws, the above transfer / assignment is hereby confirmed

for Ashiana Landcraft Realty Pvt. Ltd.

