

NOTE : DRAFT OF PROPOSED ATS BETWEEN BUILDER AND BUYER. THE BBA MAY BE MODIFIED IN ACCORDANCE WITH THE FINAL NOTIFIED HARYANA REAL ESTATE (DEVELOPMENT AND REGULATION) RULES AND FURTHER CLARIFICATIONS THAT MAY EMERGE, HOWEVER, THE ATS SHALL BE COMPLIANT WITH THE REAL ESTATE (DEVELOPMENT AND REGULATION) ACT AND HRERA.

Space for stamping

Unit No. : [●]
Floor : [●]
Total Consideration : Rs. [●]

BUILDER-BUYER AGREEMENT

This Agreement is made on this ____ day of _____, 20__ at _____, ("Agreement") amongst

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE House, 28 – Kasturba Gandhi. Marg, New Delhi-110 001, through its Authorized Signatory, (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the **First Part**

AND

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

OR



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

OR

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

OR

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

OR

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

OR

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

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

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

WHEREAS

- A. M/s Kamdhenu Projects Private Limited a company incorporated under the Companies Act, 1956, having their registered office at 17B, MGF House, Asaf Ali Road, New Delhi-110002, wholly owned subsidiary of the Company (hereinafter referred to as "**Subsidiary**") is the owner of a piece and parcel of land admeasuring 12 acres (more particularly described in **Annexure-I**) situated at Sector-102, Village Kherki. Majra Dhankot, Tehsil & District Gurgaon, Haryana (hereinafter referred to as the "**Scheduled Land**").
- B. The Company has entered into collaboration agreements dated [●] with the Subsidiary (hereinafter referred to as "**Development Agreement**"), duly registered before the Office of Sub-Registrar [●] vide vasika no. [●] dated [●], for the development of the Scheduled Land and is fully competent to market and sell units in the Scheduled Land.
- C. Pursuant to the said arrangement between the Company and the Subsidiary and the grant of licence no. 107 of 2012[●] dated 15-Oct-2012[●] in favour of Emaar MGF Land Ltd. by the Director, Town and Country Planning, Government of Haryana - Chandigarh (DTCP) for a group housing colony, the Company has conceived, planned and is in the process of constructing and developing a group housing colony known as "**Imperial Gardens**" (hereinafter referred to as "**Project**") which *inter-alia* comprises of multistoried apartment buildings, car parking spaces, recreational facilities, landscaped gardens etc, to be developed on the Scheduled Land.
- D. The Subsidiary has represented that they are the rightful owners and/or are well and sufficiently entitled to the Scheduled Land on which the Project is being developed and on the strength of these representations the Allottee is entering into this Agreement for purchase of the Unit (defined hereunder) in the Project on the terms and conditions appearing hereinafter.
- E. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Company regarding the said Scheduled Land on which the Project have been constructed have been completed.
- F. The Subsidiary has vested the Company with complete authority and powers to undertake the development and construction of the Project. The Company is also authorized by the Subsidiary to promote, brand, market and sell all apartments comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, sale deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full



effect to this Agreement. The Company is also authorized to receive the Total Consideration (as defined hereunder) and dues or as otherwise may be due and payable, in terms of this Agreement and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

- G. The Allottee acknowledges that the Company has readily provided all information, clarifications as required by the Allottee. The Allottee has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Company/Subsidiary in the said Project and has also personally conducted physical inspection of the Scheduled Land, sanctioned building plans, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Subsidiary/Company to enter into the arrangement aforesaid with the Company and is satisfied with the same. The Allottee has been intimated that this Building shall be confined and limited in its scope to the Unit in the building proposed to be constructed on the Scheduled Land (hereinafter referred to as "**Building**") in accordance with the building plan(s) approved by DGTCP, Haryana /DTP, Gurgaon/competent authority ("**Building Plans**"). The Allottee further acknowledges that the Allottee has seen and inspected the details of registration of the project under the provisions of the Real Estate Act.
- H. The Allottee has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Company or its authorized representatives. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Unit entirely upon its own independent enquiry and investigation
- I. The Allottee after satisfying himself about the rights and title of the Company/Subsidiary over the Scheduled Land applied for registration / provisional allotment of a Unit in the Project to the Company vide application dated [●] for a Unit admeasuring [●] sq. mtrs ([●] sq.ft.). The Allottee has understood and agreed to abide by the terms and conditions as set out in the Schedule appended to the said Application for the provisional allotment by sale of the Unit in the said Project which *inter alia* includes the execution and signing of this Agreement.
- J. Pursuant to the receipt of the Application by the Company and upon completion of all procedural formalities, the Company allotted the Unit to the Allottee in the Project at such Total Consideration as described in detail in clause 1.2(b) hereinafter. The Allottee agrees and understands that the areas provisionally allotted to it are tentative and are subject to change as contemplated in this Agreement, till the grant of occupation certificate by the competent authority.

K. The Parties hereby confirm and declare that they are signing this Agreement with full knowledge of the Applicable Laws (defined hereunder) applicable to the Project and Scheduled Land.

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions contained hereinafter.

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

Definitions:

In this Agreement, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning.

"Act" shall mean the Haryana Apartment Ownership Act, 1983 and any statutory amendments or modifications thereof.

"Agreement" shall mean this Buyer's Agreement alongwith all annexures, recitals, schedules, terms and conditions for allotment of the Unit being executed between the Allottee and the Company.

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

"Application" means the application of the Allottee for booking/provisional allotment of the Unit in the Project.

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



"Basic Sale Price" or "BSP" shall have the meaning given to such term in Clause 1.2(b)A;

"Building" shall mean the specific building in the Project in which the said Unit maybe located.

"Building Plans" shall mean the Building Plans of the Project as approved by the DGTC/DTP, Gurgaon/competent authority.

"Carpet Area" of the Unit shall mean and include the net usable floor area of the Unit and the area covered by the internal partition walls including shear walls and columns within the Unit and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;

"Cess" shall mean any applicable cess, existing or future on the supply of goods or services or both.

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

"Declaration" shall mean the declaration (including any amended declaration) filed or to be filed under the Act, with the Authority, with regard to the Unit/ Project;

"Delay Payment Charges" shall mean interest equivalent to State Bank of India's highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Applicable Laws.

"Earnest Money" shall mean the booking amount for the Unit to be purchased by the Allottee, being equivalent to 10% of the Total Consideration to be paid by the Allottee as per the Schedule of Payments.

"EDC" means the external development charges levied/leviable by the Government of Haryana now or in future.

"Force Majeure Event" shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company's ability to perform its obligation under this Agreement *inter-alia* including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other Building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or

notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing.

"Goods and Service Tax" shall mean any tax imposed on the supply of goods or services or both under GST Law.

"Group Housing Colony" means the 12 acres colony being developed by the Company by the name of "Imperial Gardens", situated at Sector - 102, Village Kherki, Majra Dhankot, Tehsil & District Gurgaon, Haryana and where the said Unit and other components of the Project are located.

"GST Law" shall mean Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Service Tax Act and State Goods & Service Tax Act and all related ancillary legislations, rules, notifications, circulars.

"IAC" means the infrastructure augmentation charges levied / leviable (by whatever name called, now or in future) by the competent authorities for recovery of cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in such charges. **"IDC"** means the infrastructure development charges as are imposed by the Government of Haryana, now or in future.

"IFMS" means interest free maintenance security of Rs. ____/-per sq.ft.to be paid by the Allottee as and when demanded by the Company/Maintenance Agency as security for the payment of maintenance charges.

"Maintenance Agency" means the Company or association of owners or such other agency/ body/ entity, etc. to whom the Company may handover the maintenance and who shall be responsible for providing the maintenance services within the Project.

"Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement, which shall be annexed to the Agreement.

"PLC" or **"Preferential Location Charges"** shall mean the charges to be paid by the Allottee in case the Unit allotted to the Allottee is preferentially located;

"Project" means residential group housing colony being developed by the Company under the name and style of "Imperial Gardens", on a piece and parcel of land admeasuring 12 acres situated at Sector - 102, Village Kherki, Majra Dhankot, Tehsil & District Gurgaon, Haryana.

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



"Schedule of Payments" or "Payment Plan" means the price list as set out in **Annexure-III** to this Agreement providing details and price of the said Unit.

"Taxes and Cesses" shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future.

"Total Consideration" shall mean the amount payable for the said Unit as defined in clause 1.2(b) below.

"Unit" means the specific residential space applied for by the Allottee, details of which have been set out in this Agreement.

Interpretation:

- (a) In this Agreement, any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "company" shall include a body corporate;
- (e) the recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses

and annexures are to Clauses of and annexures to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;

- (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (g) headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- (h) "in writing" includes any communication made by letter or e-mail;
- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (j) the recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.
- (k) Any reference to the phrase '*handing over the possession of the Unit*', '*taking over the possession of the Unit*' or any similar phrase shall mean (i) actual physical handover of the possession of the Unit in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Unit by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

1. SALE OF UNIT AND RIGHTS THERETO

1.1 Description of the Unit

- (a) In consideration of the Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Consideration as per the Schedule of Payments, the Company hereby agrees to sell, convey and transfer and the Allottee hereby agrees to purchase and receive the Unit bearing no. [●], located on [●] floor situated in tower/Building no. [●] having a Carpet Area of [●] sq. mtrs. ([●] sq. ft.), exclusive verandah and exclusive balcony areas admeasuring _____ sq. mtr (sq. ft. _____), having super area admeasuring _____ sq. mtr (sq. ft. _____). The Allottee understands that the Allottee only has the right to use the Common Areas (as defined in **Annexure -V**) within the said Project which shall be harmoniously used along with



other occupants in the said Project without causing any inconvenience or hindrance to them. The Allottee shall have an exclusive right to use the car parking space, paid for by the Allottee and as may be earmarked by the Company.

- (b) The Allottee shall have the undivided proportionate interest in the land underneath the said Building (i.e. the land which is the footprint of the building in which the said Unit is situated) and same shall be calculated in the ratio of Carpet Area of the said Unit as defined in **Annexure-IV** herein, to the total Carpet area of all the units within the said Building only.

It is made abundantly clear by the Company and agreed to by the Allottee that no other land shall form part of this Agreement and the Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Project except to the extent of using only such general commonly used areas and facilities within the Project limited to and precisely listed in **Annexure V** herein, subject, however, to the timely payment of Maintenance Charges as stipulated in the Maintenance Agreement as appended to in **Annexure VIII** of this Agreement, by the Allottee.

- (c) All other land(s), areas, facilities and amenities, except those specified in this Agreement which falls to the share of the Allottee, are specifically excluded from the scope of this Agreement and the Allottee agrees and understands that it shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities except to the extent of using only such general commonly used areas and facilities within the Project limited to and precisely listed in **Annexure -V** attached herewith, subject however, to the timely payment of Maintenance Charges by the Allottee. Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of Carpet Area for calculating the Total Consideration and therefore, the Allottee has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Company, its associates and Subsidiary and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Company and its associates and Subsidiary.

1.2 Sale Price for Sale of Unit

- (a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Unit described in clause 1.1(a) above along with pro rata share in the Common Areas, for a Total Consideration ("**Total Consideration**") of Rs. [●]/- (Rupees [●] Only) and broadly (but without prejudice to the other provisions of the Agreement), for the

purposes of payment of stamp duty and registration fee, the sale price will be Rs. _____/- ("Sale Price").

(b) The Total Consideration for the Unit shall mean the following:

- A. Basic sale price at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;
- B. EDC, IDC, IAC and any interest thereon, as applicable amounting to Rs. _____/-, of Rs. _____/- and Rs. _____/-, respectively;
- C. PLC amounting to Rs. _____;
- D. Charges towards allocation of car parking no. _____ for exclusive right to use at Rs. _____/-;
- E. Common Area Charges of Rs. _____/-;
- F. CMRC of Rs. _____/-: As applicable
- G. Maintenance Charges: As per clause 19 of the Agreement, as applicable.
- H. Taxes and Cesses: As applicable.

The Total Consideration shall be payable by the Allottee to the Company in accordance with the Schedule of Payments. The Allottee specifically understands that time is the essence with respect to the Allottee(s)' obligations and the Allottee undertakes to make all payments in time, without any reminders from the Company through A/c Payee Cheque(s) / Demand Draft(s) payable at New Delhi. The Allottee agrees that the payments on due dates as set out in **Annexure – III** shall be made promptly.

(c) The stamp duty, registration charges and administrative charges for execution and registration of this Agreement as well as the Conveyance Deed in favour of the Allottee shall be paid on the Sale Price of Unit (which shall include BSP, PLC and charges for right to use car parks) and shall be paid extra by the Allottee as and when demanded by the Company or at the time set out in the **Annexure-III** of this Agreement.

(d) The Company hereby acknowledges receipt of booking amount paid for allotment of the said Unit by the Allottee, which shall constitute the Earnest Money for the said Unit



for all intents and purposes. The Allottee understands and agrees that the booking amount shall be treated as Earnest Money for the Unit by the Company to ensure the fulfillment of terms and condition of the Agreement. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company or in the event of failure of the Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its receipt by the Allottee, the Company shall be entitled to cancel the booking and forfeit the entire Earnest Money along with the Delay Payment Charges and thereafter refund the balance amount, if any, to the Allottee within 45 (forty-five) days of such cancellation. The Allottee agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the Conveyance Deed and that the Allottee hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of _____ days prior to such cancellation.

- (e) The Total Consideration above includes Taxes (consisting of Tax including but not limited to Goods and Services Tax paid or payable by the Company which may be levied, in connection with the construction of the Project payable by the Company) upto the date of handing over the possession of the Unit a, as the case may be, after obtaining the Occupancy Certificate. Provided that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Allottee to the Company shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, the same shall not be charged from the Allottee.

- (f) It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee will make such payments to the Company in terms of the Agreement.
- (g) The Company shall periodically intimate in writing to the Allottee, the amount payable as stated in the Schedule of Payments and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Law together with dates from which such taxes/levies etc. have been imposed or become effective.
- (h) The Total Consideration includes recovery of price of Scheduled Land, construction of the Unit and the Common Areas, IDC, EDC, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, PHE connection,

finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, FTTH, MDTH, Wi-fi Router charges, solar power charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

- (i) The Total Consideration shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the EDC, IDC or any other statutory or other charges, Taxes and Cesses, fees, which may be levied or imposed by the Authority(ies). The Authority undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Authorities, the Company shall enclose the said Applicable Law to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, the same shall not be charged from the Allottee.
- (j) The Allottee further understands and agrees that for the purposes of the Act, there is a variance in the value of the Unit inter-se each category as is required/permissible by the Applicable Laws. Accordingly, the Allottee agrees that the Company may, at its sole discretion, determine the relative value of the various Units as is required/permissible by the Applicable Laws for determining the voting percentage and calculating their proportionate share in the Common Areas and facilities for the purpose of the Declaration to be filed under the Act.
- (k) The Allottee shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Company and subject to the by-laws of the association of allottees / owners, Maintenance Agreement and provisions of the Act.
- (l) The Company agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned Authority, banks and financial institutions, which are related to the Project). If the Company fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Company agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.



- (m) The Total Consideration includes the proportionate cost of fire-fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2005, and any subsequent amendments thereof or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred thereon in proportion to the Carpet Area of the Unit to the total Carpet Area of all the units in the said Building as determined by the Company.
- (n) The Allottee agrees and understands that the Company shall have the right to adjust/appropriate the installment amount received from the Allottee first towards the interest and other sums, if any, due from the Allottee and the balance, if any, towards the Total Consideration. Such adjustment/appropriation of payments shall be done at the sole discretion of the Company and the Allottee undertakes not to object, protest or direct the Company to adjust the payments in any manner otherwise than as decided by the Company. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.
- (o) There are preferential location charges ('PLC') for certain units in the Project which *inter alia* would be charged for Central Greens, Dew Greens, Hideout Greens, Culture Courts, The Courts, Corner units, Ground Floor with lawn area for exclusive use, First Floor, Second Floor, Third Floor units, etc. and if the Allottee opts for any such Unit, the PLC for the same shall be included in the Total Consideration payable by the Allottee as set out in clause 1.2(b) above for the said Unit.
- (p) The Allottee agrees and understands that the car parking space assigned to the Allottee shall be understood to be together with the Unit and the same shall not have any independent legal entity detached or independent from the said Unit. The Allottee undertakes not to sell/ transfer/ deal with such exclusive right to use such car parking space independent of the said Unit. In case the Allottee has applied for additional parking space, same shall be subject to availability at the then prevailing rates and the same shall also be subject to this condition.
- (q) The Allottee undertakes to park his vehicle in the allotted car parking space only and nowhere else in the Project. The Allottee agrees and understands that the Allottee shall not be entitled to use the other areas in the Building/Project reserved for services, maintenance staff etc. for parking his vehicles or any other usage.

1.3 Club Membership Registration Charges

- (a) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational purposes (the "Club") for the Allottee and the other occupants of the Group Housing Colony/Project. The Allottee understands that the Club may be developed either simultaneous with or after development of the Unit. The Allottee agrees to pay all charges including but not limited to Club Membership Registration Charges ("CMRC"), which shall be added to the Total Consideration, for membership of the Club and shall be liable to pay Club development expenses and usage charges as and when demanded by the Company/ Maintenance Agency.
- (b) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors effecting the running, maintenance and upkeep of the Club, the Allottee shall pay charges as prescribed from time to time by the Company/ Maintenance Agency and agree to abide by the rules and regulations formulated by the Company/ Maintenance Agency for proper management of the Club. The Company as the developer of such areas, facilities and amenities falling outside the Building, shall have the sole right and absolute authority to deal with the same in any manner which the Company may deem fit at its sole discretion.

2. COSTS & EXPENSES

The Allottee agrees and undertakes to pay all additional amounts, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Project as demanded by the Company and/or the Maintenance Agency from time to time.

3. TAXES AND CESSSES

After obtaining physical possession of the Unit:

- (i) The Allottee agrees and undertakes to pay, on demand, all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, if applicable, whether levied or leviable, now or in future, on the Unit/Building/Project, including electricity charges, water charges and any utility charges payable to the requisite authorities from the date of possession of the Unit in the Project and the same shall be paid by the Allottee in proportion to the Carpet Area of the said Unit. Such an apportionment shall be made by the Company and / or its nominee and / or the Maintenance Agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- (ii) The Allottee shall be responsible for the payment of the below mentioned Taxes from the date of handing over the physical possession of the Unit to the Allottee and the



Signature of the Allottee(s)

X

Project to the association of allottees or the Government Authority, as the case may be, after obtaining the occupation certificate in relation to the Project:

(a) Ground Rent

Ground rent, if any, will be borne by the Allottee, in proportion to the area of his respective Unit to the total area of the complex.

(b) Property Tax

Property tax will be payable by Allottee to the Government Authority. However, if assessment of property tax is not made separately for each Unit and a consolidated demand is made by the Government Authority in the name of the Company, then, in that event, the Allottee undertakes to pay his proportionate share to the Company on the basis of the area of the Unit to the saleable area within 7 (seven) days from such demand from the Company.

(c) Wealth Tax, Fire Fighting Tax, Cesses or any other Taxes

The Allottee agrees to pay directly or if paid by Company then reimburse to the Company on their demand all the Government Authorities. Taxes including without limitation in the form of Goods and Service Tax on amount payable in or in relation to sale of Unit in the Project, Cess or taxes, house tax, fire-fighting tax or any other fee or cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future, and on any other charges payable by the Allottee to the Company and / or any such Maintenance Agency and / or its nominee or any other supplier of utilities and services in terms of this Agreement, the same shall also be payable by the Allottee in proportion to the area acquired under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee agrees and undertakes to keep the Company fully harmless and indemnified in respect of such liability. The Allottee understands that the aforementioned taxes and cesses are only illustrative and not exhaustive.

Any betterment charges, development levies, additional premium and any other sums payable to or demanded by the any Government Authority over and above the consideration as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the above Unit in name of the Allottee, shall be borne by the Allottee in proportion to the area acquired under this Agreement and shall be payable immediately on demand.

4. LEASE OF OPEN SPACE ON THE ROOFTOP

The Company reserves the right to give on lease / license or hire any part of the roof top / terraces above the top floor, including terraces forming a part of Unit of the Project for installation and operation of antenna, satellite dishes, communication towers, or other microwave equipment / v-sat link equipment / tower / other communication equipment or to use, hire, lease the same for advertisement purposes and the Allottee agrees that he shall not object to the same and make any claims on this account.

5. PLANS AND CONSTRUCTION

- (a) The Allottee represents that the Allottee has seen the proposed layout plan (as given under **Annexure-II**), specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the Government Authority, as represented by the Company. The Company shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Company undertakes to abide by such plans approved by the Government Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall have an option to make variations /alterations/ modifications in such plans, in the manner provided under the Real Estate Act.
- (b) The construction of the Unit in the Project including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Annexure-VI**.

6. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) The Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit without the previous written consent of the Allottee. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate Act.
- (b) The Company shall confirm the final Carpet Area/verandahs/ balcony after the construction of the Building is complete and the Occupancy Certificate is granted by the Authority. The Total Consideration payable for the Carpet Area/verandahs/ balcony shall be recalculated upon confirmation by the Company. The Parties hereby agree that in the event of reduction in the Carpet Area/verandahs/ balcony, the



Company shall refund the excess amounts paid by the Allottee within 45 (Forty-Five) days along with interest at the rate of SBI highest Marginal Cost of Lending Rate plus 2% per annum, from the date when such excess amount was paid by the Allottee. It is further agreed that in the event of any increase in the Carpet Area/verandahs/ balcony, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Agreement, the Company shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan, **Annexure-III**. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

- (c) The Allottee agrees and understands that in case the Company is able to get additional FAR/ density, the Company shall have the sole right to utilize the additional FAR/ density in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building/ Project.

7. POSSESSION AND SALE DEED

- (a) Within 60 (sixty) days from the date of issuance of Occupancy Certificate by the concerned Authorities, the Company shall offer the possession of the Unit to the Allottee. Subject to Force Majeure and fulfillment by the Allottee of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee of the Total Consideration payable in accordance with Payment Plan, Annexure-III, along with stamp duty, registration charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Unit to the Allottee on or before [●].
- (b) Subject to Clause 7(a) above, in the event the Company fails to offer possession of the Unit to the Allottee within the time lines stipulated in clause 7(a), the Allottee may either:
 - a. Opt for payment of compensation from the Company calculated at the same rate as the Delay Payment Charges over the amount received by the Company till date. The Allottee agrees that the payment of Delay Payment Charges shall be made for every month of delay till the handing over of possession of the Unit

and such payment shall be made within 45 (Forty Five) days of it becoming due. The Company and the Allottee have agreed that the Delay Payment Charges is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights whatsoever;

- b. Alternatively, the Allottee may seek termination of this Agreement by written intimation to the Company. In such an event, the Company shall be liable to refund to the Allottee, the actual amounts paid by it along with the Delay Payment Charges (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Company nor be raised otherwise or in any other manner by the Allottee.
- (c) If, however, the offer of possession of the Unit is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation for the period of such delay. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Unit hereunder shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the Allottee within 45 (forty-five) days from that date on which Company confirms that it has become impossible for the Company to implement the Project. The Company shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- (d) Upon receipt of the Occupancy Certificate, the Company shall issue a written notice ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Agreement or as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Unit after:
 - (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;



- (ii) Payment of the entire stamp duty, registration charges and other incidental charges. The Allottee may with the prior intimation to the Company raise and/ or avail loan from banks and other housing finance companies for this purpose only.
- (iii) Execution of necessary indemnities, undertakings, the Maintenance Agreement and the like as may be required or determined by the Company in respect of the Unit and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws, with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee.
- (e) Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the possession of the Unit in accordance with the Possession Notice, the Company shall prepare and execute a Conveyance Deed to transfer the title of the said Unit in favour of the Allottee. The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Company. At the time of execution of the Conveyance Deed, the Company shall handover lawful, vacant, peaceful, physical possession of the Unit and an undivided proportionate interest in the Common Areas to the Allottee.
- (f) Subject to the Applicable Laws and payment of Total Consideration, the Conveyance Deed shall be executed, in favour of the Allottee, within 3 (three) months from the date of issue of Occupancy Certificate. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company.
- (a) The Allottee agrees that if the Allottee is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the Conveyance Deed in the Allottee's favor till full and final settlement of all dues to the Company including the Delayed Payment Charges is made by the Allottee. The Allottee undertakes to execute the Conveyance Deed within the time stipulated by the Company in its written notice, failing which and subject to clause 16(c) of this Agreement, the Allottee authorizes the Company to cancel the allotment and terminate this Agreement and to forfeit out of the amounts paid by him, the Earnest Money along with Delay Payment Charges and to refund the balance amount, if any, without any interest in the manner prescribed in this Agreement.
- (g) Further, the Company shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent Authority, as the case may be, in accordance with Applicable Laws.

- (h) The Allottee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments, the date of handing over of the possession shall be extended accordingly, till the payment of all outstanding amounts to the satisfaction of the Company.

8. LOAN/FINANCE

The Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the said Unit/Building/Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of the Conveyance Deed.

Such mortgage or charge shall not affect the right and interest of the Allottee.

9. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

- (i) The Subsidiary has an absolute, clear and marketable title with respect to the said Land; the Company has the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the said Scheduled Land for the Project;
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except as disclosed by the Developer at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are no encumbrances upon the said Land or the Project;
- (iv) Save and except as disclosed by the Developer at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are no litigations pending before any court of law or Authority with respect to the said Scheduled Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Land, Building and Unit and Common Areas;



- (vi) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing; whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) Save and as otherwise as stated in this Agreement, the Company has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) The Unit and/or the Project is not the subject matter of any Hindu undivided family and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit;
- (x) The Company undertakes to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in terms of the Applicable Laws;
- (xi) Save and except as disclosed by the Developer at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, no notice or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Scheduled Land) from any Authority has been received by or served upon the Company in respect of the Scheduled Land and/or the Project.
- (xii) The Company shall not make additions or put up additional structure(s) anywhere in the Project except as provided under the Real Estate Act.
- (xiii)
- (xiv) The Company has represented and clarified to the Allottee that the building plan(s) and the floor plan(s) have been prepared on the basis of the guidelines issued by the DTCP and DTP and while preparing the building plans and the floor plans, all the essential requirements have been complied with. However, in case the DTCP, DTP or the State Government Authorities direct to make any additions or alterations, the Company shall carry out the same in accordance with Applicable Law. The Company shall not make additions or put up additional structure(s) anywhere in the Project except with the permission / approvals of the competent Government Authority and / or as provided under the Real Estate Act.

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee covenants, represents, agrees, declares and undertakes to the Company that:

- (a) The Allottee has read and understood the Act and the Real Estate Act and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee is in full consensus with the provisions of this Agreement in relation to the Act and the Real Estate Act and shall at all times comply with the provisions of the Act and Real Estate Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (b) The Allottee shall have the ownership and possession of the said Unit along with the undivided proportionate share in the land underneath the Building in which the Unit is located, user interest in the Common Areas within the said Building only and other common facilities/amenities, if any, of the said Project. The Allottee will have no right to claim or bring about any action for the division or partition of the Common Areas within the said Building/Project at any time which shall forever remain impartible / indivisible. As the interest of the Allottee in the Common Areas is undivided and cannot be partitioned this would require him/her to use the Common Areas, within the said Building/ Project, harmoniously along with other occupants in the said Building/ Project without causing any inconvenience or hindrance to them. The Allottee agrees and understands that the Allottee shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the Project except the Common Areas within the Building only. The Allottee hereby undertakes not to raise any construction whether temporary or permanent on the rear/front balcony/lawn/rooftop/terrace under his use.
- (c) The Allottee has understood that the Company may transfer and convey its rights, title and interest in any portion of the Common Area in the Building and all common amenities and facilities in the Project, in favor of any co-operative society/association/society of allottee(s)/limited company/Allottee, to be formed for the common interest of all the allottees of any Unit/Buildings in the Project, in accordance with the Act, Real Estate Act and the rules framed there-under, as and when the same are made applicable to the Unit/Building or provision of any other law that may be applicable to the Unit/Building.
- (d) The Allottee shall become a member of any association/society of Allottee as may be formed by the Company on behalf of Allottee as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (e) After the payment of Earnest Money and subject to (i) the prior intimation to the Company and (ii) compliance with other provisions of this Agreement including the payment by the Allottee to the Company, transfer charges, nomination fees, etc. as



applicable from time to time in this respect, the Allottee may sell, transfer, assign or part with his right, title, or interest, in allotment of the said Unit to a third party.

- (f) The Allottee has full knowledge of the Applicable Laws applicable to the Scheduled Land and/ or the Building/Project. The Allottee has inspected all the approvals, permissions, sanctions, licenses, building plan(s), granted by DTCP / DTP and by such other competent authorities and/or related departments in favor of the Company and ownership record in respect of the Scheduled Land, and all such documents relating to the rights and title of the Company to develop/construct the Unit in the Building and have fully satisfied themselves about the rights, title and interest of the Subsidiary in the Scheduled Land and also the Company's rights to develop the Project and enter into this Agreement. The Allottee further acknowledges that the Company has readily provided all information/clarification required by them in this regard. The Allottee further agrees that the Allottee shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter. The Allottee has also perused and is fully satisfied with the maintenance services to be provided to them which are mentioned in the draft Maintenance Agreement annexed hereto as **Annexure VIII**.
- (g) The Allottee is aware of the terms and conditions contained in this Agreement and that the Allottee has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times.
- (h) The Allottee acknowledges that the Company has readily provided all the information, clarifications as required by the Allottee and that the Allottee has not relied upon and is not influenced by any architect's plan, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Unit or the size or dimensions of the Unit or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee, or any other data except as specifically represented in this Agreement.
- (i) The Allottee is entering into this Agreement for the allotment of the Unit with the full knowledge of all Applicable Laws to the Project and hereby undertake to comply with and carry out, from time to time after they have taken over for occupation and use the said Unit all the requirements, requisitions and demands which are required to be complied with by any Development Authority/ Municipal Authority/ government or any other Competent Authority in respect of the said Unit, Project and/or Scheduled Land on which the Building/Project is situated at his own cost. The Allottee shall at all times indemnify and keep and hold the Company

and its directors/employees/associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.

- (j) In case the Allottee is a non-resident Indian or a foreign national of Indian origin then it shall be his responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Allottee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Allottee shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc due to such failure. In the event of change of the residential status of the Allottee subsequent to the execution of this Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the Applicable Laws.
- (k) The Allottee agrees that the Company shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the allotment of the Unit applied for herein, in any way and the Company shall be issuing the payment receipts in favor of the Allottee only.
- (l) The Allottee agrees to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Company or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such rules and notifications would be deemed to be an event of default.
- (m) If stipulated in terms of the License and the bilateral agreement executed between the Company and the DTCP, Haryana and if it is required to earmark a portion of the Project for the construction of flats/ Unit/ floors for domestic servants / low income group/Economically Weaker Sections ('**EWS**') of the society, in such a case, it is agreed to by the Allottee, that the Allottee shall have no right, title, interest in any form or in any manner in the Scheduled Land earmarked and/or on the Building constructed thereon and/or the facilities provided therein. The Allottee confirms that the Allottee shall not raise any objection towards the same.
- (n) The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated



hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transactions contemplated hereby.

11. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE

Subject to the terms of the Agreement, the Company agrees and acknowledges that the Allottee shall have the following general rights and obligations in relation to the Unit as mentioned below:

- (I) The Allottee shall have exclusive ownership of the Unit;
- (II) The Allottee shall also have undivided proportionate share in the usage of the Common Areas. Since the right of the Allottee to use the Common Areas and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them only after handing over the Common Areas to the association of allottees after duly obtaining the Occupancy Certificate;
- (III) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit after taking prior appointment with the Company and following all safety norms, as the case may be.
- (IV) The Allottee hereby unequivocally authorizes the Company, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

After the handing over of physical possession of the Unit to the Allottee, the Allottee shall have the following ancillary rights and obligations:

(a) Electricity, Water and Sewerage Charges

The electricity, water and sewer connection charges & security deposit (if any) shall be borne and paid by the Allottee. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Unit.

(b) Entry Regulations

It is in the interest of the Allottee to help the Maintenance Agency in effectively keeping the Unit, Building and/or the Project secured in all ways.

For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project. Provision of such Entry Regulation would not create any liability of any kind upon the Company / Maintenance Agency for any mishaps caused by any miscreants.

(c) Permitted Use and No Nuisance and Annoyance

The Allottee shall use the Unit for residential purposes only, in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of other occupants or equipment in the Building/Project or use the Unit for any activity other than for residential purpose and not put to use the Unit for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee. The Allottee(s)' occupancy and use of the Unit shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building/Project.

(d) Interior Maintenance & Insurance

The Allottee shall carry out all the interiors and refurbish the Unit at its own cost and expense and shall also have the right to change the flooring, wall finish, install air-conditioning unit(s), other electrical or electronic appliances so long as the same does not adversely effect the structure/facade of the Building in any way. The Allottee agrees and understands that the insurance and the interiors of the Unit shall be the Allottee's responsibility and the Company shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee, his agents, contractor or any one claiming under the Allottee.

(e) Signage

The Allottee agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Unit, Building and/or the Project. The Allottee would be permitted to place its name board at the entrance to the Unit only at the designated place specified by the Company/ Maintenance Agency in this behalf.

(f) Alterations in the Unit

- (i) The Allottee shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural



damage or encroachment to the structure of the Building in the Project.

- (ii) The Allottee shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company and/or the local authority, if required. The Allottee however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee shall not change the colour and structure of the external façade of the Unit.
- (iii) The Allottee shall keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized. If, however any alterations in the area already handed over to the Allottee, relating to the Unit is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee with the cooperation of the other occupants at his/their own cost under the guidance of the Company. The Company shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the fire-fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee, then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee directly at his own expense.

Any breach of this provision shall enable the Company to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

(g) Registration of Address

In case of joint allotment, all communication, demand notices etc. shall be sent by the Company to the Allottee, whose name appears first and at the address given by the Allottee, which shall for all purposes, be considered as served on all the allottee(s) and no separate communication shall be sent to the other named allottee(s). Any consent and/or discharge by the first named holder shall be valid discharge/consent on behalf of all other co-holders to the Company in relation to such Unit.

It shall be the responsibility of the Allottee to inform the Company by Registered A.D./ Post about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time of when those should ordinarily reach such address.

(h) Bulk supply of electricity

If the permission to receive and distribute bulk supply of electricity in the Project is received by the Company or the Maintenance Agency or the association, the Allottee hereby undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Maintenance Agency/association to whom permission to receive bulk supplies and distribute the same is granted. The Allottee shall also be liable to pay the proportionate share of cost, incurred by the Company/Maintenance agency/association for creating infrastructure like HT Feeder, EHT Substation, etc. Subject to the forgoing, the Allottee shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to Haryana Vidyut Prasaran Nigam Limited ('HVPNL') or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Company/Maintenance Agency.

(i) Power Backup

The Company shall provide power backup facility to the Project subject to timely payment of Maintenance Charges. The power backup for each Unit shall be made available through DG sets after accounting for an overall suitable diversity of 60% within the said Project or anywhere else, the ownership of which shall vest with the Company/its nominee (including Maintenance Agency). It is, however, accepted by the Allottee that for any additional load increase requirement, the capital as well as running cost, as intimated by the Company from time to time, shall be borne by the Allottee. Further, the said power back facility is an additional feature and the Allottee herein shall not claim any loss /damage, whether direct or consequential, from the Company in the event of default on the part of the Maintenance Agency / association of Unit owners/ body providing the same or continue to provide the same. In the event the Allottee requires any further power back up for its appliances/equipments, the Allottee at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within



the Unit. The said power back up facility shall be usage based and the Allottee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee accepts that it shall not claim any damage/loss whether direct or consequential from the Company/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company/Maintenance Agency/any other body providing the same.

(j) Association of Owners

The Allottee undertakes to join the association of the allottees as may be formed by the Company on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Total Consideration payable by the Allottee herein for the said Unit and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association is attached hereto as **Annexure - VII**.

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 to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Project.

12. TIME IS THE ESSENCE

- (a) It is specifically and categorically understood and agreed by the Allottee that time is of the essence with respect to the Allottee(s)' obligations to perform or observe all the obligations of the Allottee under this Agreement and / or to pay the Total Consideration along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company as the case may be.
- (b) Save and except as specifically mentioned in this Agreement, it is agreed by the Allottee that the Company shall not be obliged to send demand notices and / or reminders regarding the payments to be made by the Allottee as per the Schedule of Payments or obligations to be performed by the Allottee.

13. COMPENSATION

- (a) In case the Company is not able to handover the possession of the Unit within the period as stipulated hereinabove or any extended period (provided however contingencies stated in clause 16(a) have not occurred), the Allottee shall be entitled to payment of compensation as per the terms of the Real Estate Act.
- (b) The Allottee agrees that the compensation as payable under clause 16(b) hereinabove shall be payable only after making payment of all charges and clearing off all dues as reserved in this Agreement and after the Allottee fulfills all the condition as set out in this Agreement.
- (c) The Allottee agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Allottee, will be paid only if the Allottee has not defaulted and/or breached any of the terms of this Agreement or defaulted in any payments as per the Schedule of Payment annexed hereto or in other words has complied with all the terms and conditions of this Agreement.
- (d) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the occupation certificate, completion certificate and/or any other permission/sanction from the competent authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee.

14. PERMITTED USE

The Allottee understands that the permitted use of the Unit is for residential purposes only and the Allottee hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse of the said Unit for which the Allottee shall be solely responsible. If the Allottee uses or permits the use of the said Unit for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee does not cure/rectify the defect, the Allottee shall be required to pay penalty/ damages as applicable, to the Company till the default is not cured/ rectified. The Company will also be entitled to disconnect the water and electricity connection of the defaulting Allottee in case the default is not cured by the Allottee within 30 days.



15. MAINTENANCE AFTER POSSESSION

- (a) The Allottee shall, after taking the possession of the Unit, be solely responsible to maintain the said Unit at his/ her own cost, in good repair and condition and shall not do or cause to be done anything in or to the said Building or the said Unit, or the staircases, common passages corridors, circulation areas etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the said Building in which the said Unit is located is not in any way damaged or jeopardized.
- (b) It is further agreed by the Allottee that all fixtures and fittings including but not limited to air conditioners/ coolers etc. shall be installed by the Allottee at places earmarked or approved by the Company and nowhere else. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (c) The Allottee recognises that the Units are being serviced by the Maintenance Agency and that any external agency would be detrimental to the interests of the Unit's/Building's maintenance and upkeep.

16. EVENTS OF DEFAULTS AND CONSEQUENCES

- (a) Subject to the Force Majeure, the Company shall be considered under a condition of default, in the following events:
 - (i) Company fails to provide ready to move in possession of the Unit to the Allottee on or before [●]. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects and for which Occupation Certificate has been issued by the concerned Authority;
 - (ii) Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act.
- (b) In case of default by the Company under the conditions listed above in Clause 16(a), the Allottee shall be entitled to the following:

- (i) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee along with compensation being equivalent to Delay Payment Charges within 45 (Forty Five) days of receiving the termination notice from the Allottee in accordance with Real Estate Act.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the Agreement, the Company shall pay to the Allottee the compensation being equivalent to Delay Payment Charges for every month of delay till the handing over of the possession of the Unit within 45 (Forty-Five) days of it becoming due in accordance with the Real Estate Act.

- (c) The Allottee shall be considered under a condition of default, in the following events:
 - (i) Allottee fails to pay the agreed Total Consideration, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Company in terms of this Agreement;
 - (ii) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee to the Company, for any reason whatsoever;
 - (iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement;
 - (iv) Allottee fails to take possession of the Unit, within the time provided in the Possession Notice;
 - (v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
 - (vi) Any other breach of a provision under this Agreement by the Allottee.
- (d) In case of an event of default committed by an Allottee, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):
 - (i) The Allottee shall be liable to pay Delay Payment Charges for the period of delay in making payment of instalments as per the Payment Plan. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment



by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

- (ii) The Company shall be entitled, at its sole discretion, to cancel this Agreement and allotment thereof of the Unit, after giving [●] consecutive notices of [●] days thereby giving the Allottee to rectify their default in terms of Clause 16 (c) above.
- (iii) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Company, and subsequently, the Company chooses to cancel the allotment of the Unit, the Allottee shall have no lien or claim on the Unit and the Company will be entitled to sell, convey or transfer the Unit to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Unit by the Company, shall be refunded to the Allottee after deducting the Earnest Money, Delay Payment Charges on the amount due accruing in favour of the Company in terms of the Agreement.
- (e) The exercise of above remedies is without prejudice to the other rights of the Company as stated here under:
 - (i) The Allottee agrees that the Company shall have the right to make additions to or put up additional structures in / upon the said Building/Project or anywhere in the Scheduled Land as may be permitted by the competent Authorities. Such additional structures shall be the sole property of the Company, which the Company will be entitled to dispose of in any way it chooses without any interference by the Allottee.
 - (ii) The Allottee agrees that the Company, at its own cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage fittings on the additional structures. The Allottee further agrees and undertakes that the Allottee shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks inside and / or outside / adjacent to the said property or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Company on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition in cases of breach, non-payment, defaults etc. shall entitle the Company to seek remedies provided under this Agreement.

- (iii) The Allottee agrees that upon such cancellation of this Agreement, the Company will be released and discharged of all liabilities and obligations under this Agreement and the Allottee hereby authorises the Company that the Unit in the Project may be sold to any other party by the Company or dealt in any other manner, as the Company may, in its sole discretion, deem fit as if this Agreement had never been executed and without accounting, to the Allottee, for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement, the Company will refund the amount received from the Allottee after deducting the amounts as mentioned in clause 16(d)(iii) above.

17. DEFECT LIABILITY:

- (a) It is agreed that in case any structural defect or any major defect in workmanship, quality or provision of services or any other obligations of the Company, directly attributable to the Company's obligations in this Agreement, relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Allottee from the date of taking over physical possession of the Unit, it shall be the duty of the Company to rectify such defects without further charge, within a period of 30 (thirty) days, and in the event of Company's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act.
- (b) The Allottee hereby confirms and agrees that the Company shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in this Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("**Defect Liability**"). The Allottee further confirms and agrees that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies.
- (c) The Allottee also agree that the Company shall not be responsible in cases (i) where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person; (ii) where such defects are made or brought about by the Allottee by means of carrying out structural/architectural changes from the original specifications/design; and/or (iii) where the defects are the result of ordinary wear and tear in due course or which are result of failure by the



Authorities to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

- (d) The Allottee hereby confirms and agrees that all fittings, fixtures, etc., shall be made functional at the time of handing over the possession of the Unit but the maintenance thereof shall be the responsibility of the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.

18. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Company/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

19. MAINTENANCE

- (a) The Allottee hereby agrees and undertakes to enter into a separate Maintenance Agreement as per the draft provided as **Annexure – VIII** to this Agreement with the Maintenance Agency.
- (b) The Allottee further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Project, its Common Areas, utilities, equipment installed in the Building and such other facilities forming part of the Project, after receiving possession of the Unit. Further, the Allottee agrees and undertakes to pay in advance, along with the last installment specified under Payment Plan, advance maintenance charges (AMC) equivalent to Maintenance Charges for a period of one year or as maybe decided by the Company / Maintenance Agency at its discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.
- (c) In addition to the payment of the AMC to be paid by the Allottee, the Allottee agrees and undertakes to pay IFMS, which shall be inclusive of the Total Consideration to be paid by the Allottee, as and when demanded by the Company.
- (d) The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills, and charges as may be raised by the Maintenance Agency from time to time.

- (e) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (f) Notwithstanding anything contained in this Agreement or the Maintenance Agreement, the Allottee agrees that the Company shall carry out the maintenance of common services and facilities pertaining to the said Project from the inception of the Project and the Company shall handover the responsibility of maintenance to the Maintenance Agency from such time as deemed appropriate by the Company. The Allottee agrees to permit the Company/Maintenance Agency to enter into the Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to carry out the maintenance of common services and facilities and to set right any defect in the Unit or any defects in the Unit above or below the Unit. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit. The Allottee shall pay necessary charges for maintenance of common services and facilities as determined from time to time. It is clarified that the scope of maintenance and upkeep of various common services within the Building/ Project and outside has been described in detail in the Maintenance Agreement. It is understood by the Allottee that the maintenance and insurance of individual Unit shall always remain the responsibility of the Allottee.
- (g) The Allottee agrees and undertakes that in case due to rise in cost of maintenance there is any shortfall in the amount of AMC, then such excess charge shall be paid by the Allottee on actuals as raised in the maintenance bills by the Company/ Maintenance Agency from the date stipulated in the Possession Notice on pro-rata basis irrespective of whether the Allottee is in actual possession of the Unit or not. In order to secure due performance by the Allottee in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company an IFMS, as applicable. In the event the Allottee fails and or neglects to pay the maintenance bill, other charges on or before the due date, then in such an event the Allottee shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Company shall also have the right to adjust unpaid amount against maintenance bills out of the security deposit. The Company shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.
- (h) The Maintenance Charges shall be informed at the time of giving possession of the Unit to the Allottee. It is further agreed and acknowledged by the Allottee that the Maintenance Charges to be paid by him in respect of the maintenance services shall be



payable by the Allottee as per the bills of the Maintenance Agency as stated hereinabove from the date of handing over of the possession of the Unit by the Company in favour of the Allottee.

- (i) The scope of maintenance and general upkeep of various common services within the Building/Project shall broadly include but not be limited to operation and maintenance of generators including diesel, fire-fighting system, garbage disposal and upkeep of Common Areas, water supply, sewerage system, common area lighting. The service outside the Unit but within the Project shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Project.
- (j) In case of the failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Company to deny him/her the right to avail the maintenance services authorizes the Company to adjust the principal amount of the IFMS against such defaults in the payments of the maintenance bills. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum per sq. ft. of the Carpet Area of the said Unit, the Allottee further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company. If the Allottee fails to make good the shortfall as aforesaid on or before its due date, then it shall be treated as an event of default by the Allottee and shall be treated according to clause 16(c) of this Agreement. It is further clarified and agreed and acknowledged by the Allottee that the Company shall always have the right to set off any payment or dues, due and payable by the Company to the Allottee from the IFMS. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Company shall have the first charge/lien on the said Unit in respect of such non-payment of shortfall/increases as the case may be.
- (h) It is hereby agreed that Company shall be responsible for providing and maintaining the essential services on reasonable charges till the taking over of the maintenance of the Project by the association of allottees and enable the formation of such association of allottees under the Applicable Laws. Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of 3 (three) months of the majority of allottees of the Project having booked their plot or apartment or building, as the case may be, in the project. In the event the aforesaid association is not formed then till the formation of such association, the maintenance charges will be paid by the Allottee from the handing over the possession of the Unit.

20. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the said Unit and making of all payments 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 the Allottee has been able to obtain financing for the purchase of the said Unit.

21. INSURANCE

The structure of the said Building may be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Company or the Maintenance Agency, on behalf of the Allottee and the cost thereof shall be payable by the Allottee apart from the maintenance bill raised by the Maintenance Agency but the contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of insuring the Building structure shall be recovered from the Allottee according to their proportionate share in the Project through a consolidated bill raised annually. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

22. COMPLIANCE WITH ACT AND REAL ESTATE ACT

- (a) The Allottee has confirmed and assured the Company prior to entering this Agreement that he has read and understood the Act, the Real Estate Act and all the rules and regulations framed thereunder and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that the Allottee is in full agreement with the provisions of this Agreement in relation to the Act, the Real Estate Act and all the rules and regulations framed thereunder and shall at all times comply, as and when applicable and from time to time, with the provisions of the any other laws dealing with the matter.
- (b) If the said Unit and the Project in which it is located is subject to the Act, the Real Estate Act and all the rules and regulations framed thereunder or any statutory enactments or modifications thereof, the Common Areas and facilities and the undivided interest of each Unit owner in the Common Areas and facilities as specified by the Company in the Declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the said Unit in the Project shall be limited to and governed by what is specified by the Company in the declaration, which shall be in strict consonance with this Agreement.

23. BINDING EFFECT



- (a) Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly, the Allottee signs and delivers both copies of this Agreement with all the annexures along with the payment(s) due as stipulated in the Schedule of Payment at the address of the Company within 30 days from the date of receipt by the Allottee of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Allottee.
- (b) If the Allottee fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its receipt by the Allottee, then the procedure given under clause 16(d) shall be resorted to and the Agreement shall be cancelled and the Earnest Money along with Non Refundable Amounts paid by the Allottee shall stand forfeited.

24. ASSIGNMENT

- (a) The Allottee agrees and understands that the Allottee shall not be entitled to get the names of his nominees, legal representatives etc. substituted in his place till the payment of 10% of the Total Consideration of the said Unit. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including such payments of administrative charges as it may deem fit. This Agreement or any interest in the Unit shall not be assigned by the Allottee without prior intimation to the Company, and shall be subject to Applicable Laws or any Government directions as may be in force and shall be subject to this Agreement and the terms, conditions and charges as the Company may impose. Any change in name of the Allottee, including addition/deletion of the Allottee will be deemed as substitution for this purpose. In case the Allottee is permitted to do so, the Allottee will be required to obtain a "No Due Certificate" from the Company and the Maintenance Agency. The Allottee shall pay to the Company transfer charges, if applicable from time to time in respect of such substitutions or nominations. The Allottee understands and agrees that on the Company consenting to such substitution, the assignee shall not be entitled to any compensation in terms of clause 13 herein above.
- (b) The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in this Agreement.
- (c) In the event of refusal or denial by the Company for giving permission to the Allottee for assignment, transfer, conveyance or nomination of the Unit being allotted herein,

the Allottee has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company has agreed to make provisional allotment of the said Unit. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement.

- (d) In the event of refusal or denial by the Company for giving permission to the Allottee for assignment, transfer, conveyance or nomination of the Unit being allotted herein, the Allottee has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company has agreed to make provisional allotment of the said Unit. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement.
- (e) Stamp duty, registration fee, taxes, etc. levied as a result of assignment, transfer, conveyance or nomination of the Unit being allotted herein shall be borne by the Allottee.

25. ENTIRE AGREEMENT

This Agreement along with the preamble, recitals and all its annexures is the only Agreement touching upon the purchase of the said Unit by the Allottee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the Parties.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT ALLOTTEE

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

27. WAIVER NOT A LIMITATION TO ENFORCE

- (a) The Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for Delayed Payment Charges. 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.

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

28. SEVERABILITY

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any 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 the Applicable Laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. INDEMNIFICATION

- (a) The Allottee hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee or by any act or omission, negligence or fault of the Allottee, misrepresentations or willful misconduct, or due to non-compliance violations or non-compliance of any Applicable Laws in respect of compliance of the terms of this Agreement or otherwise.
- (b) The Allottee agrees and understands that the employees, officials and or any other authorized person of the Company shall provide relevant and necessary assistance for completing the procedural formalities in executing this Agreement. However, the Allottee understands that such assistance rendered by the Company's employees, officials and/or any other authorized person shall be provided for and on behalf of the Company and the employee, officials or the authorized person shall in no way be responsible in their individual capacity. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

30. COUNTERPARTS

Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Allottee for his reference and record.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee, in _____. After the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

32. NOTICES

(a) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 5th (fifth) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

(b) The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
Company	Authorised Person- [●] Address- [●] Email Address- [●]
Allottee	Authorised Person- [●] Address- [●]



Email Address- [●]

33. JOINT ALLOTTEE(S)

In case there are joint allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her/them/it, which shall for all purposes be considered as served on all the allottee(s).

**34 METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total carpet area of all the apartments in the Project.

35. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit, prior to the execution and registration of this Agreement for such Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or Real Estate Act.

36. LAWS OF INDIA

The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India alone.

37. GOVERNING LAW AND DISPUTE RESOLUTION

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force.

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

All or any disputes arising out or in connection with this Agreement which are not within the scope and purview of Real Estate Act, shall be settled amicably by mutual discussion, failing which, the same shall be referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Gurgaon, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures

Signed and Delivered by the within named **ALLOTTEE(S)** in the presence of witness, at _____ on _____:

Passport Size
Photograph
(First/Sole-
Allotee)

Passport Size
Photograph
(Second-
Allotee)

Passport Size
Photograph
(Third-
Allotee)

Signature (of the first /Sole Allotee):	Signature (of the Second Allotee):	Signature (of the Third Allotee):
Name:	Name:	Name:

Signed and Delivered by the within named Company in the presence of witness at New Delhi on _____.

For and on behalf of Emaar MGF Land Limited
Name:
Signature:
Designation:
Witnesses:

Signature of the Allottee(s)

X



Signature
Name:
Address

For and on behalf of The Subsidiary
Name:
Signature:
Designation:

Annexure-I

[Insert details of Landholdings]

Annexure-II

[Insert details of proposed Layout Plan]

Annexure-III

[Insert details of Schedule of Payments]

Annexure-IV

Definition of carpet area

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

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

[Insert numerical data relating to carpet area of the Unit]



Signature of the Allottee(s)

X

Annexure - V

Description of Common Areas

PART-A

Common Area shall mean all such parts/areas in the entire Building which the Allottee shall use by sharing with other occupants of the Building/Group Housing Colony that include entrance lobby, driver's /common toilet, lift shafts, electrical shafts, fire shafts, plumbing shafts, common corridors and passages, staircase, munties, service areas not limited to lift machine room, maintenance office, pump room, water tanks, fire room, ESS, transformer, AHU's, guard room, fan room, club/community center etc.

PART-B

List of general commonly used areas and facilities within the Project for use of all allottee(s) are excluded from the computation of Super Area of the said Unit:

1. Lawns & Play areas, including lighting & services etc.
2. Roads & Driveways, including lighting and services etc.
3. Fire Hydrants and fire brigade inlet etc.
4. Car Parking Space

PART C:

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in its scope only to the said Unit, areas, amenities and facilities as described in Part A, Part B and Part C of this Annexure, the land underneath the said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery/boundary of the said Project are specifically excluded from the scope of this Agreement and the Allottee agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of Carpet Area for calculating the Total Consideration and therefore the Allottee has not paid any money in respect of such other lands, areas, facilities and amenities. The Allottee agrees and confirms that the owner of such other lands, areas, facilities and amenities shall

vest solely with the Company, its associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. a tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the said Building, if any,
2. Dwelling units for Economically Weaker Sections and Service Personnel's units in buildings other than Unit /Building.
3. Areas for all kinds of schools and school buildings (including but not limited to nursery, primary & higher secondary schools)
4. Area for Dispensary and Dispensary building(s)
5. Areas for Crèches and Crèche building(s)
6. Areas for Religious building(s) and Religious building(s)
7. Areas for Health Centers and Health Centre building(s)
8. Areas for Police Posts and Police Post building(s)
9. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and building(s) thereof.
10. Areas for all commercial buildings and commercial buildings/premises
11. Roads, parks for use of general public
12. All areas, buildings, premises, structures falling outside the periphery/boundary of the Scheduled Land.

Annexure-VI

[Insert specifications of materials, equipment and fixtures to be installed in the Unit]



Annexure - VII

Proforma of Membership Application Form

Date: [insert]

[insert Name & address of Sender]

The Secretary

The Imperial Gardens Owners Association

Sector 102, Gurgaon

Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into a Unit Buyer's Agreement with Emaar MGF Land Limited to purchase an Unit bearing no. [●] situated in block/Sector [●], in the Project known as "Imperial Gardens" along with exclusive right to use reserved parking space bearing no. [●].

I/We request to be enrolled as member of "Imperial Gardens Owners Association" and I/we herewith remit a sum of Rs. [●]/- (Rupees [●] only) through cash/cheque bearing no. [●] dated [●] drawn on [●] bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the apartment owners association. We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You

Yours Sincerely

([●])
Allottee

Signature of the Allottee(s)

X

Annexure – VIII

Draft of Maintenance Agreement

Readers Note: This draft maintenance agreement is tentative and the Company/ Association reserves the sole right at the time of final execution of the tripartite maintenance agreement to amend/change/modify the terms and conditions contained herein as the Company may in its discretion deem fit. The present draft of the tripartite maintenance agreement needs to be signed by the Allottee to indicate his/her consent to the terms and conditions as contained herein.

This Agreement ("**Maintenance Agreement**") is made on this [●] day of [●] 20[●] at [●]

BETWEEN

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE house, 28 Kasturba Gandhi Marg, New Delhi-110001, through its Authorized Signatory, Mr. [insert name] who has been duly empowered vide board resolution dated [insert date] to execute this Agreement (hereinafter referred to as "**Company**") which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns) of One Part

AND

M/s [insert name of the Condominium Association], registered under the Societies Registration Act, having its registered office at [insert address], through its authorised signatory Mr. [insert name] (hereinafter referred to as "**Association**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, successors, legal representatives and assigns of the Second Part

AND

M/s [FMS COMPANY], a company registered under the Companies Act, having its registered office at [insert address], through its authorised signatory Mr. [insert name] (hereinafter referred to as "**Maintenance Agency**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, successors, legal representatives and assigns of the Third Part



AND

Mr./Mrs./Ms. [insert name], son/daughter/wife of Mr. [insert name] resident of [insert] / M/s [insert name of the company], a company incorporated under the Companies Act, 1956 having its registered office at [insert] through its Mr. [insert name] authorized signatory who has been duly empowered vide board resolution dated [insert] (hereinafter jointly and severally, as the case may be hereinafter referred to as the "User", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, successors & permitted assigns) of the Third Part.

The Company, User and the Association shall hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

1. The User has executed an agreement dated [insert] (hereinafter referred to as the "said Agreement") for the purchase of a residential Unit bearing no. [●], located on [●] floor situated in tower/block no. [●] (hereinafter referred to as the "Unit") in the group housing colony named as "Imperial Gardens" (hereinafter referred to as the "Group Housing Colony") constructed on a portion of land admeasuring [12] acres (approx.) situated in Sector 102, Village Kherki Majra Dhankot, Tehsil and Distt. Gurgaon (hereinafter referred to as the "Scheduled Land").
2. The said Agreement executed by the User contained a stipulation vide clause no. 19 for the provision of maintenance services by the Maintenance Agency and payment of maintenance charges by the User. The Company, User and Association in accordance with the terms of the Agreement are hereby desirous of handing over the maintenance and upkeep of the Group Housing Colony to the Maintenance Agency.
3. The User has agreed vide clause no. 1.2(b)(g) of the said Agreement to deposit and keep deposited with the Company/Maintenance Agency, an interest free maintenance security ("IFMS") @ Rs. 50/-per sq ft of the carpet area in the said Unit and which shall be adjusted /refunded in the manner as provided in the said Agreement. In addition to the IFMS the User shall also pay advance maintenance charges (AMC) equivalent to the maintenance charges for a period of one year or as maybe decided by the Company / Maintenance Agency at its discretion, at such rates as may be intimated by the Company.

4. The Company, in order to provide necessary maintenance services, dedicated focus and transparency with proper accounting and audit procedure, shall handover the maintenance of the said building / Group Housing Colony to the Maintenance Agency from such time as deemed appropriate by the Company.
5. The Maintenance Agency shall provide the maintenance services as provided for in the clause 2 of this Maintenance Agreement (hereinafter referred to as the "**Maintenance Services**") and raise bills directly on the User after such User obtains possession of the Unit from the Company and collect payments thereof and do all such acts, deeds etc. as may be necessary to provide maintenance services and collect bills thereof.
6. On the User's undertaking to abide by the terms and conditions of this Maintenance Agreement and subject to the other terms and conditions of this Maintenance Agreement, the Maintenance Agency has agreed to provide the Maintenance Services.
7. Any reference to the phrase '*handing over the possession of the Unit*', '*taking over the possession of the Unit*' or any similar phrase shall mean (i) actual physical handover of the possession of the Unit in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Unit by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

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

1. Duration of Maintenance Agreement

The Maintenance Agency shall provide Maintenance Services initially for a period of five (05) years from the date of execution of this Agreement to be renewed automatically for further term each of [●] years on mutually agreed terms and conditions between the parties, unless otherwise the work of providing Maintenance Services is earlier handed over by the Company to any other assignee/nominee, other body corporate or to association of Unit owners.

2. Scope of Total Maintenance Services

Maintenance Services shall mean and include the following services inclusive of general and administrative overheads (including salaries, wages etc.)

- a. Operation and maintenance of all equipment including sub-station(s) connected with the supply of electrical energy to the User including all occupants of the Group Housing



Colony under bulk electric supply scheme, subject to the terms and conditions of application to be executed by the User. The Maintenance Agency shall apply for permission for supply of electrical energy and the permission, which when received, shall be deemed to form a part of this Agreement.

- b. Common areas Maintenance Services: These relate to operation and maintenance of common areas, basement if any, lifts, fire-fighting equipments and other common facilities inside the said building / Group Housing Colony.
- c. Operation and Maintenance of services located in the basement, if any, in the Group Housing Colony: These shall *inter-alia* relate to operation and maintenance of basement and services such as electrical substation, pumps, fire-fighting rooms, transformers, DG sets, water tanks and other services in the basement, if any, located under any building in the Group Housing Colony.
- d. Open area Maintenance Services: These relate to operation and maintenance of open spaces within the boundary wall of the Group Housing Colony such as maintenance of compound wall, landscaping, electrification of common area & common facilities, water supply, sewerage, roads, paths and other services etc. within the boundary wall of the Group Housing Colony.
- e. List of Shared Services within the Group Housing Colony: These relate to High Side Electricity Supply System; Water Supply System; Fire Fighting System including Main Fire Tank; Area for Local Shopping Centre; Area for Schools (including but limited to nursery, primary and higher secondary schools); Dwelling Units for Economically Weaker Section.
- f. List of Independent Services within the Project: These relate to Internal Plumbing, Fire Fighting Services, Sewerage/ Effluent Treatment Plant
- g. Security services for the common areas and the basement, if any located under any of the buildings in the Group Housing Colony.
- h. Insurance of the Group Housing Colony / building structure / Common Equipment in the Group Housing Colony (however, the User shall be solely responsible for insuring the contents within the said Unit at his/her own cost, risk and responsibility).
- i. Repairing, renewing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.
- j. Any other services as may be required as exclusive services by the User or as common services by the User along with other users including but not limited to reserved open/covered car parking spaces allotted for exclusive use of the User and as may be required from time to time.

It is clarified by the Maintenance Agency and understood by the User that the entire overheads including salaries and wages etc. shall form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged. It is further clarified that cost of any services included in overheads

shall pro rata be included in the above computation to the extent required and necessary for the performance of total Maintenance Services. The Maintenance Services shall be provided in terms of the said Agreement and this Maintenance Agreement shall be read in consonance and not in derogation of the said Agreement.

3. Definition and Computation of Maintenance Charges

The maintenance charges shall be defined and computed in the manner provided herein below:

- (i) The maintenance charges shall be computed by taking into account the entire cost incurred by the Maintenance Agency for rendering the Maintenance Services including the cost of electrical energy paid by the Maintenance Agency to Haryana Vidyut Prasaran Nigam Limited ("HVPNL") and/or the cost of operating (including fuel etc.) and maintaining standby DG sets and deducting therefrom actual receipts from billing of electrical energy to all the occupants of the Group Housing Colony on account of electrical energy consumed inside their respective Unit. The resultant net expenditure shall be treated as Maintenance Charges and billed to individual occupants in proportion to the carpet area of their respective Units. It is clarified and understood by both Parties that maintenance charges inclusive of cost incurred in arranging electrical energy from HVPNL/or from standby DG sets net of the receipts from bills paid by the occupants shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of the Maintenance Agency.
- (ii) The Maintenance Agency shall bill for the consumption of electrical energy inside the said Unit based on number of units consumed as indicated by the meters installed in the said Unit at pre-determined rates (which for want of a more suitable standard/rate shall correspond to the rates charged by HVPNL to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said Unit. The bill shall also include meter hire charges and fixed demand charges if the consumption falls below the minimum demand as per schedule of tariff as intimated by the Maintenance Agency at the time of provisioning of such services. The bill for consumption of electrical energy, as indicated above, shall be included in the bill for maintenance charges. It is made clear and User agrees and acknowledges that the Maintenance Agency shall have the sole authority to make changes in the schedule of tariff as intimated by the Maintenance Agency at the time of provisioning of such services and such changes shall be binding on the User from the date on which such changes shall be deemed to be effective by the Maintenance Agency.
- (iii) The cost of insuring the said Building/building structure (excluding the said Unit) shall be recovered from the User as a part of maintenance charges. The User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Group Housing Colony or cause increased premium to be payable in respect thereof. However, the User shall solely be responsible for insuring



contents within the said Unit at his/her own cost and the Maintenance Agency accepts no responsibility in this regard.

- (iv) The Maintenance Agency shall, bill the actual costs incurred for provision of additional/specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the User) as may be exclusively required by the User who shall also pay the additional interest bearing security and other deposits as may be charged by the Maintenance Agency. These specific/additional services shall be solely to the account of the User or if a number of occupants use the same services then it shall be billed on pro rata basis to be determined by the Maintenance Agency at its sole discretion.
- (v) At the end of each financial year, the Maintenance Agency shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/in the subsequent financial year in a manner that the amount may be refunded/recovered from subsequent bills to the User.
- (vi) The Maintenance Agency reserves its absolute right to increase, revise, and modify charges for any of the Maintenance Services to enable the Maintenance Agency to provide necessary Maintenance Services.
- (vii) For the sake of clarity, the calculation of maintenance charges to be billed to the User shall be determined by the following formula:

- | | | |
|-------|--|-----|
| | (i) Cost of Maintenance Services provided by the Maintenance Agency | (A) |
| Add: | (ii) Cost of electrical energy [as determined by bill paid to HVPNL by the Maintenance Agency plus the cost of operation and maintenance of DG sets including fuel etc.] | (B) |
| Less: | (iii) Actual receipts by the Maintenance Agency from the occupants in respect of electricity bills paid by them for consumption of electrical energy. | (C) |
| | (iv) Cost of any Maintenance Service exclusively rendered and borne by any occupant including but not limited to operation and maintenance of car parking, spaces allotted for exclusive use | (D) |

The resultant total shall be divided by the total carpet area of the said Building to arrive at maintenance charges per sq.ft. of the carpet area which shall be multiplied by the total carpet area of the said Unit to arrive at the maintenance charges to be paid by the individual User.

$$1). \text{ Maintenance Charges per sq.ft. } = \frac{A+B - C \text{ Divided by Total carpet area of all the Units in the Group}}{\text{Total carpet area of all the Units in the Group}}$$

Housing Colony

- 2). Maintenance Charges to be paid by User = $\frac{\text{Maintenance Charges per sq.ft. multiplied by total carpet area of the said Unit, plus charges as in (D)}}{}$

Note:

If in the event of more than one residential complex sharing the same facility then in that event the cost of operating and maintaining that facility will be shared by the User in a manner determined by the Developer at its sole discretion.

4. Procedure of Billing and Payment of Maintenance Charges

- (i) The Maintenance Agency shall bill the maintenance charges to the User monthly / quarterly, in advance. However, supply of electrical energy inside the said Unit shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the succeeding month or there will be a provision of "Pre paid electricity metering System". The maintenance charges, other than consumption of electrical energy in the said Unit shall be payable by the User on pro rata basis as determined by the Maintenance Agency. The charges for any exclusive Maintenance Services, as may be specially required and provided to the User, shall be billed and payable by the User alone.
- (ii) The User undertakes to pay the bills without any reminders from the Maintenance Agency on or before the due date indicated in the bill.
- (iii) The Maintenance Agency shall charge interest at the rate of 24% per annum for the period of delay in payment after the due date.
- (iv) Without prejudice to and notwithstanding the right of the Maintenance Agency to charge interest for the period of delay in payment of a bill by due date, in case the User fails to pay the bill on or before the due date, then the unpaid bill will be deemed to be a notice and the Maintenance Services including electricity supply to the User shall, without prejudice to the right of the Maintenance Agency to recover charges as in the bill, be disconnected after the expiry of seven (7) days of the due date mentioned in the bill without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bills together with interest at the rate of 24 % per annum for the period of delay and all other supply and Maintenance Services is paid by the User notwithstanding the inclusion of any part of the charges in the bill of the Maintenance Services including electricity supply to the said Unit under default being included in the subsequent bills sent by the Maintenance Agency.
- (v) The payment of bill shall not be held up/ delayed if there are any differences or disputes



as to its accuracy. Any differences or disputes regarding accuracy of the bill shall be separately settled as provided in clause 8 (viii) of this Agreement.

- (vi) All return/dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act 1988 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 24% per annum and other charges as provided in this agreement in case of dishonored cheques.

5 Right to use of Maintenance Services subject to payment of maintenance charges:

The User agrees that his/her right to use the common facilities including supply of electrical energy, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. If maintenance charges or any part thereof is not paid regularly, the User agrees that he/she shall lose the right to use any of the common facilities/services including right to receive electrical energy inside the said Unit, but so long as the maintenance charges are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities /services shall be allowed.

6. Application for supply of electrical energy to form part of this Agreement:

The Maintenance Agency shall apply for permission from HVPNL or any other licensing and/or regulatory authority for permission to receive bulk supply of electric energy and to distribute it to the said Building/said Unit. The Maintenance Agency intends to undertake the responsibility of receiving bulk the supply of energy from HVPNL or any other licensing authority and to supplement it by generating through their standby DG sets and to distribute the electricity to the various occupants of the said Building in terms of their application for supply of electrical energy. The right of the User to receive the supply of electrical energy shall be subject to payment of maintenance charges billed by the Maintenance Agency and performance of all covenants of this agreement. If the maintenance charges are not paid regularly by the user, he /she shall have no right to avail the Maintenance Services including the supply of electrical energy provided by the Maintenance Agency. The User agrees that in case of nonpayment of any portion of maintenance bill in respect of any of the Maintenance Services provided by the Maintenance Agency, the User shall be liable for disconnection of all or any of the Maintenances Services including supply of electrical energy to the said Unit. However, so long as the maintenance charges are paid and the covenants of this agreement are observed in right of the User to avail of the Maintenance Services including the supply of electrical energy shall continue.

7. Limit on the Responsibility of Maintenance Agency:

- (i) The Maintenance Agency makes it clear to the User that the provision of Maintenance

Services shall be done by the Maintenance Agency through various outside agencies under separate agreements to be entered into with them. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreement executed by them and to change an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. Similarly, the Maintenance Agency's role and responsibility for the supply of electrical energy to the Users shall be limited to receiving the supply of energy from HVPNL in bulk and to distributing agency on behalf of HVPNL and has no power or control on the quality/quantity or any other specifications with respect to the electrical energy supplied by HVPNL and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damage whatsoever for any failure on the part of HVPNL to supply electrical energy to the Maintenance Agency /the User.

- (ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Unit including those or due to electrical devices installed in the said Unit. The hazards aforesaid originating from the said Unit shall not impose any kind of legal or financial liability on the Maintenance Agency and the User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the said Unit or externally shall not pose any fire, electrical structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

8. General Provisions

- (i) All costs, charges and expenses payable on or in respect of this Maintenance Agreement and on all other instruments and deeds to be executed, if any pursuant to this Maintenance Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- (ii) The failure of the Maintenance Agency to enforce at any time or for any period of time any provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce any or each and every provision of this Maintenance Agreement.
- (iii) If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Maintenance Agreement shall remain valid and enforceable.
- (iv) This Maintenance Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, if any, concerning the matters covered herein whether written, oral



or implied. However, it is understood by Parties that the terms of this Maintenance Agreement shall be read in consonance and not in derogation of the said Agreement. Unless otherwise provided, this Maintenance Agreement shall not be changed or modified except in writing and signed by the Parties hereof.

- (v) Any, notice letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- (vi) The Maintenance Agency shall not be held responsible or liable for not performing its obligations under this Agreement due to *force majeure* conditions or for reasons beyond the control of the Maintenance Agency, *force majeure* conditions shall *inter alia* include strikes, lock-outs, enemy action, floods, earthquake, non-availability of supply etc.
- (vii) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- (viii) **Arbitration:** Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are *inter alia* offences) and only after the bill amount payable are paid to the Maintenance Agency, in the event of any differences or disputes arising between the Maintenance Agency and the User or the Maintenance Agency and Company or the Company and User, in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any other terms and conditions of this Agreement, which cannot be determined amicably, or settled through an agreement between the Maintenance Agency, the User and the Company, as the case may be, the matter shall be referred to arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996. The Parties further agree as follows:
 - (a) the seat and venue of the arbitration shall be New Delhi, India.
 - (b) the arbitral tribunal shall consist of 1 (one) arbitrator, who shall be mutually appointed by the Parties in dispute.
 - (c) the language of the arbitration shall be English.
 - (d) the award of the arbitration panel shall be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by applicable law.
 - (e) the Parties further agree that the arbitration panel shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its

counsel) incurred in the arbitration and award interest up to the date of the payment of the award.

- (f) during the arbitration proceedings, the responsibilities and obligations of the Parties set out in this Maintenance Agreement shall subsist and the Parties shall perform their respective obligations continuously except for that part which is the concerned matter of dispute in the arbitration.

IN WITNESS WHEREOF the Parties have set their hands to this Agreement at the place and on the day, month and year first above written.

In the presence of:

WITNESSES

For and on behalf of

Emaar MGF Land Limited

1. Signature _____

2. Name _____

3. Address _____

(Authorised Signatory)

1. Signature _____

2. Name _____

3. Address _____

For and on behalf of

M/s _____

(Authorised Signatory)



FOR NECESSARY ENDORSEMENT

E



Ref No: _____

Printed on : _____

Customer ID: _____

RERA Registration No:

Name and address of Allottee

Subject: Allotment of Unit No. _____ at _____, Sector – _____, Gurgaon, Haryana.

Dear Mr./Mrs. _____,

Thank you for investing with Emaar MGF. We value your business with us.

With reference to your application dated _____ ("**Application**"), we are delighted to inform you that the Company has provisionally allotted you the following residential unit ("**Unit**"):

Project _____, Gurgaon, Haryana
Unit Details _____
Size _____ sq. mts (_____ SFT)

The aforementioned Unit has been provisionally allotted to you upon payment of instalment (as per the below mentioned details) in terms of schedule of payment annexed hereto ("**Schedule of Payment**"). The balance consideration towards your provisional allotment of the Unit is to be remitted to the Company in accordance with Schedule of Payment.

Furthermore, the allotment of the Unit is subject to your agreeing to the terms and conditions forming part of the Application, execution of builder buyer agreement in the format prescribed by the Company ("**Buyer's Agreement**") containing detailed terms of allotment of the Unit and other such documents as prescribed by the Company including the maintenance agreement within the time period stipulated for the same by the Company and making timely payment of the instalment(s) in accordance with the Schedule of Payment.

The Buyer's Agreement will be forwarded to you shortly, for your signatures. Upon compliance



with terms and conditions incorporated in this letter including execution of the Buyer's Agreement and payment of instalments as per the Schedule of Payment, the Unit will be formally allotted to you.

According to agreed Schedule of Payment, the following sums are due and payable from the date of booking i.e. _____.

Sr. No.	Particulars	Due Date	Balance Payable
1		—	
2			
TOTAL PAYABLE			

Your total collection as on date is Rs. _____/- which has been adjusted against your upcoming installment(s).

Total balance payable is Rs. _____/- (Rupees _____ Only) as per the schedule given below:

Due Date	Installment	EDC/IDC
Immediately	—	—
Total	—	—
Cheque/DD favouring	Emaar MGF Land Limited A/c _____	Emaar MGF Land Limited A/c _____ EDC/IDC

Here are a few easy steps to pay from e-Services OR through RTGS/ Foreign remittance:

Details to Pay Online via e-Services:

You can now also pay your installments with a mere click from e-Services? Read on and discover how!

1. Click on the e-Services tab on the Emaar MGF website (www.emaar-india.com)
2. Click on the "Customer Login" button/tab and Enter your valid Username and Password and click "Submit"
3. Click on the "View Payment Request & Pay" tab that appears under the "My Account" navigation link and make your payment.

Remit via RTGS:

You may remit the payment per the bank account details mentioned below.

Details	# Installment	#EDC/IDC
Account Number		
Name of Bank		

Address of Bank		
IFSC CODE		
SWIFT CODE		

Once your remittance is made, please send the following information to feedback@emaarmgf.com

1. Your Name
2. Amount Remitted
3. Your Project name
4. Your Unit number
5. Your Bank name & Branch
6. Unique Transaction Number
7. Nature of remittance, e.g. Booking, installment, overdue interest, EDC/IDC payment etc.
8. Copy of SWIFT transaction slip (in case of foreign remittances)

Should you require any further assistance, please feel free to email us at feedback@emaarmgf.com or call us on 1-800-103-3643* (Domestic customers Call (toll free)) | International customers call +91 124 4416306* (International customers). Standard ISD rates apply (this is not a toll free service).

for, Emaar MGF Land Limited

Authorized Signatory



Current Demand Details¹:

Charge Type	Inst #	Due Date	ST (%)	Demand Amount	Service Tax
BASIC	1				
PLC	1				
PLC	1				
CARPARK	1				
EDC	1				
CLUBMEM	1				
IFMS	1				
Total					
Grand Total					

Advance Collection Details:

Charge Type	Inst #	Due Date	ST (%)	Demand Amount	Service Tax
BASIC	1				
Total					
Grand Total					

Note:

1. It shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
2. In the event a communication in the form of reminder / notice has been issued to you for an outstanding payment, notwithstanding this demand, the outstanding payment has to be made in the period stipulated in such communication, failing which the Company shall be entitled to take action as stipulated in such communication.
3. The Delayed Payment Charges shall be payable after the due date as per the terms and conditions of the Application Form/Buyers Agreement.
4. *Business timings (IST): 10:00 hours to 20:00 hours Monday to Friday and 10:00 hours to 17:00 hours on weekends and national holidays. You can access this number from any fixed line or mobile service in India.
5. For EMAAR MGF eServices log on to your portal at <https://eservice.emaarmgf.com> and check your account online at your convenience.
6. It shall be the sole responsibility of the allottee to comply with section 194-IA of the Income Tax Act regarding tax deduction at source. EMAAR MGF PAN is AABCE4308B. For

information on TDS, visit <https://onlineservices.tin.egov-nsdl.com/etaxnew/tdsnontds.jsp>. Please refer

"https://www.tin-nsdl.com/download/TDS/eTutorial_TDS%20on%20property_etax-immediately.pdf" for help on making a TDS payment.

7. TDS is payable on all commercial/retail/ residential units where the value of the unit is Rs.50 lacs or more. Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under Section 194IA. For example, the assessment year for the amount deposited in the FY 2014-15 shall be Assessment Year 2015-16.

- Details of your PAN card is under.

Applicant(s) Name	PAN

If the above details are incomplete / in accurate, please send us a scanned copy of the PAN CARD(s) to feedback@emaarmgf.com.

- *HVAT is applicable on the Buyer's agreement and same shall be payable as and when demanded by the company.*
- *Service Tax as applicable will be levied for all payments received on or after 1st July 2010.*



