

**Instructions for execution of the Buyer's Agreement**

- (i) Kindly sign along with joint Allottee(s), if any, at all places marked (x) in the Agreement including all Annexures.
- (ii) Kindly paste at the place provided, color photographs including of all joint Allottee(s) and sign across the photographs.
- (iii) Both signed copies of the Independent Floor Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated in this Agreement.
- (iv) Kindly sign next to the typical Independent Floor plan in Annexure \_\_, as applied by you.
- (v) Witnesses signatures to be done only on page \_\_.
- (vi) Kindly provide the permanent account number (**'PAN'**) of the Allottee(s) issued by the Income Tax Department to the Company

Unit No.:  
Floor:  
Total Consideration: Rs. /-  
Project: **Emerald Hills - Floors**

## BUYER'S AGREEMENT

This Buyer's Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, (**hereinafter referred to as the "Buyer's Agreement"**)

### ***By and Between***

**Emaar MGF Land Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017, through its Authorized Signatory, (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**

Accordion Buildwell Pvt. Ltd., Active Promoters Pvt. Ltd., Bailiwick Builders Pvt. Ltd., Brijbasi Projects Pvt. Ltd., Casing Properties Pvt. Ltd., Chintz Conbuild Pvt. Ltd., Divit Estates Pvt. Ltd., Flounce Propbuild Pvt. Ltd., Fluff Propbuild Pvt. Ltd., Foray Propbuild Pvt. Ltd., Forsythia Propbuild Pvt. Ltd., Fount Propbuild Pvt. Ltd., Frond Propbuild Pvt. Ltd., Gadget Propbuild Pvt. Ltd., Gaucho Propbuild Pvt. Ltd., Gauge Propbuild Pvt. Ltd., Gems Propbuild Pvt. Ltd., Glade Propbuild Pvt. Ltd., Garland Estates Pvt. Ltd., Hammock Buildwell Pvt. Ltd., Jasper Propbuild Pvt. Ltd., Jerkin Propbuild Pvt. Ltd., Juhi Promoters Pvt. Ltd., Kamdhenu Projects Pvt. Ltd., Kestrel Propbuild Pvt. Ltd., Logical Developers Pvt. Ltd., Legend Buildcon Pvt. Ltd., Prezzie Buildcon Pvt. Ltd., Progeny Buildcon Pvt. Ltd., Seriel Buildtech Pvt. Ltd., Sriyam Estates Pvt. Ltd., True Value Buildcon Pvt. Ltd., Utkarsh Buildcon Pvt. Ltd., Yukti Projects Pvt. Ltd. all companies incorporated under the Companies Act, 1956 and having their respective registered offices at \_\_\_\_\_

(hereinafter collectively referred to as the "**Land Owners**") which expression shall, where the context so admits, include their successors-in office, successors-in-interest, administrators and assigns, etc. of the **Second Part**, have duly authorized Emaar MGF Land Limited through its Authorized Representatives, and Emaar MGF Land Limited has thus authorized its Authorized Signatory vide Board Resolution dated \_\_\_\_\_ to sign and execute this Buyer's Agreement and to appear and present this Buyer's Agreement through its Authorized Signatory for registration before the concerned Sub-Registrar;

### **And**

**(INDIVIDUAL)**

1. Mr./Mrs./Ms. \_\_\_\_\_ S/W/D \_\_\_\_\_ of \_\_\_\_\_ Resident \_\_\_\_\_ of \_\_\_\_\_.

**JOINTLY WITH (\*)**

2. Mr./Mrs./Ms. \_\_\_\_\_ S/W/D \_\_\_\_\_ of \_\_\_\_\_ Resident of \_\_\_\_\_

\*(To be filled up if the allotment is in joint names) hereinafter referred to as the "Buyer", (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives and all those claiming through them).

**(FOR PARTNERSHIP FIRMS)**

M/s. \_\_\_\_\_, a partnership firm duly registered under the Indian Partnership Act, 1932, having its Office at \_\_\_\_\_ acting through \_\_\_\_\_ its \_\_\_\_\_ partner Mr./Ms. \_\_\_\_\_ S/W/D \_\_\_\_\_ of \_\_\_\_\_, duly authorized in this behalf hereinafter referred to as the "Allottee", (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its heirs, executors, administrators, successors and assigns and all those claiming through it).

**(FOR HINDU UNDIVIDED FAMILY)**

M/s. \_\_\_\_\_, a Hindu Undivided Family, having its residence at \_\_\_\_\_, acting through its Karta \_\_\_\_\_, s/w/d \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Allottee", (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its coparceners, executors, administrators, successors, legal representatives and assigns and all those claiming through it).

**(FOR COMPANIES)**

M/s. \_\_\_\_\_, a company registered under The Companies Act, 1956, having its Registered Office at \_\_\_\_\_ acting through \_\_\_\_\_ its \_\_\_\_\_ authorized signatory Mr./Ms. \_\_\_\_\_ S/W/D \_\_\_\_\_ of \_\_\_\_\_ Mr. \_\_\_\_\_, duly authorized by Board Resolution dated \_\_\_\_\_ hereinafter

referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, associates and assigns and all those claiming through it).

(hereinafter Singly/Jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, administrators, executors successors & permitted assigns) of the Other Part

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

## WHEREAS

- A. The Company has entered into collaboration agreements (hereinafter referred to as "**Development Agreement**") with the Land Owners for the development of the Land admeasuring **195.2412** acres (more particularly described in Annexure –I) situated in the Revenue Estate of Villages Nangli Umarpur, Badshahpur, Maidawas, Tehsil & District Gurugram, Haryana, within the boundaries of Sectors 62 & 65, Gurgaon, Haryana(hereinafter referred to as the "**Scheduled Land**")and is fully competent to market and sell units in the Scheduled Land.
- B. Pursuant to the said arrangement between the Company and the Land Owners, and grant of License no. 10 of 2009 dated 21.05.2009 for 102.7412 acres and Licence no.113 of 2011 dated 22.12.2011 for 95.25 acres by the Director, Town and Country Planning, Government of Haryana / District Town Planner, Gurgaon aggregating to \_\_\_\_ acres of licensed land and where an area of 2.75 acres was de-licenced vide De-licence Order dated 31.07.2017 by the Director, Town and Country Planning, Government of Haryana / District Town Planner, Gurgaon and thereafter having land admeasuring **195.2412** acres for setting up a residential plotted colony on the Scheduled Land under the name and style of "**Emerald Hills**" ("hereinafter referred to as the "**Project**") which inter-alia includes plots, villas, independent floors, commercial complex, open areas, landscaped gardens, etc.
- C. Town & Country Planning Department, Haryana after due inspection and verification has granted Occupation Certificate vide its memo no. \_\_\_\_\_ dated \_\_\_\_\_ for the Project
- D. The Land Owners have represented that they are the rightful owner and/or are well and sufficiently entitled to the Scheduled Land on which the Residential Plotted Colony/Project is being developed and on the strength of these representations the Allottee is entering into this

Agreement for purchase of the Independent Floor (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 Residential Plotted Colony/ Project is being developed, have been completed.
- F. The Land Owners have vested the Company with complete authority and powers to undertake the development and construction of the Residential Plotted Colony/ Project. The Company is also authorized by the Land Owners to promote, brand, market and sell all independent floors comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance/ 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/ Land Owners in the said Residential Plotted Colony/ Project and has also personally conducted physical inspection of the Scheduled Land, sanctioned plans, occupation certificate, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Land Owners/Company to enter into the arrangement aforesaid with the Company and is satisfied with the same. The Allottee has been intimated that this Agreement shall be confined and limited in its scope to the Independent Floor allotted to the Allottee. 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 Independent Floor entirely upon its own independent enquiry and investigation.
- I. The Allottee after satisfying himself about the rights and title of the Company/ Land Owners over the Scheduled Land applied for registration / provisional allotment of the Independent Floor vide application dated having carpet area of \_\_\_\_\_ sq.mtr (\_\_\_\_\_ sq.ft.) and super area admeasuring \_\_\_\_\_ sq. mtrs (\_\_\_\_\_ sq.ft.) (herein after referred to as **"Independent Floor"**) being constructed on plot of land

admeasuring \_\_\_\_\_sq. mtrs. (\_\_\_\_\_ sq.yd.) (hereinafter referred to as "**Plot**") along with undivided proportionate share only in the said Plot on which the Independent Floor is being constructed calculated in the ratio which the super built up area of the Independent Floor bears to the total Super built up Area of all the independent floors constructed on the said Plot. 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 Independent Floor 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 Independent Floor to the Allottee in the Project at Total Consideration as described in detail in clause 1.2(b) hereinafter.
- 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 Residential Plotted Colony/ 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 applicable in the State of Haryana.

**"Agreement"** shall mean the Buyer's Agreement which will be 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, Independent Floor or the transaction between the Parties as contemplated herein.

**"Application"** means the application of the Allottee for booking/provisional allotment of the Independent Floor 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;

**"Building"** shall mean the specific building in the Project comprising of three floors on plot of land admeasuring \_\_\_\_\_ sq. mtrs./ Sq. yards in which the said Independent Floor is located.

**"Building Plans"** shall mean the Building Plans of the specific building in the Project comprising of three floors as approved by the DGTCP/DTP, Gurugram/competent authority on plot of land admeasuring \_\_\_\_\_ sq. mtrs./ Sq. yards in which the said Independent Floor is located.

**"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 by the Company in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Independent Floor 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 Project;

**"Delayed 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 10 % of the Total Consideration to be paid by the Allottee as per the Payment Plan.

**"EDC"** means the external development charges levied/ leviable by the Government of Haryana or any competent authority on the Project, now or in future.

**"IDC"** means the internal development charges levied/ leviable by the Government of Haryana or any competent authority on the Project, now or in future.

**"IFMS"** means the interest free maintenance security of Rs.87500/- payable by the Allottee to the Company/Maintenance Agency for the maintenance and upkeep of the Project/Residential Plotted Colony.

**"Force Majeure"** 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 the Application *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.

**“Scheduled Land”** shall mean the land on which the Residential Plotted Colony is being developed, as described in para (i) above.

**“Maintenance Agency”** means the Company or association of owners or such other agency/body/entity, to whom the Company may handover, the maintenance and upkeep of the Project/Residential Plotted Colony and who shall be responsible for providing the maintenance services within the Project/Residential Plotted Colony.

**“Maintenance Agreement”** shall mean the agreement to be entered by the Allottee with the designated Maintenance Agency, Company and the association of allottees for the maintenance and upkeep of the Project/ Residential Plotted Colony.

**“Maintenance Charges”** shall have the meaning ascribed to it in the Maintenance Agreement to be executed between the parties.

**“Payment Plan”** means the schedule of payments as set out in Annexure-II to the Application providing details and price of the Independent Floor.

**“Independent Floor”** means the specific independent floor applied for by the Allottee(s), details of which have been set out in this Agreement.

**“Possession Notice”** shall have the meaning ascribed to it in clause 6(d).

**“Project”** means Emerald Hills for which the Town & Country Planning Department, Haryana after due inspection and verification has granted Occupation Certificate vide its memo no.\_\_\_\_\_.(hereinafter referred to as **“Occupation Certificate”**)

**“RERA”** means the Real Estate (Regulation & Development) Act, 2016 including the Haryana Real Estate (Regulation & Development) Rules 2017 and regulations framed thereunder.

**“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”** means consideration payable for the said Independent Floor by the Allottee(s) to the Company for the Independent Floor amounting to



Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) and shall mean and include the following:

- i. Independent Floor Price amounting to Rs. \_\_\_\_\_ /-;
- ii. EDC & IDC as applicable amounting to Rs. \_\_\_\_\_ /-
- iii. IFMS charges amounting to Rs. \_\_\_\_\_ /-
- iv. Maintenance Charges: as applicable
- v. Taxes & Cesses: as applicable.
- vi. Other Charges/Operational Charges Rs. \_\_\_\_\_ /-

#### **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 there under 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 Independent Floor*', '*taking over the possession of the Independent Floor*' or any similar

phrase shall mean (i) actual physical handover of the possession of the Independent Floor in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Independent Floor by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

## 1. SALE OF THE INDEPENDENT FLOOR AND RIGHTS THERETO

### 1.1 Description of the Independent Floor

- (a) In consideration of the Allottee(s) 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 payments of the Total Consideration as per the Schedule of Payments as annexed hereto in **Annexure- II**, the Company hereby agrees to sell, convey and transfer and the Allottee(s) hereby agrees to purchase and receive the Independent Floor bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor having Super Area of \_\_\_\_\_ sq.ft. ( 162.58 sqmtr), carpet area of \_\_\_\_\_ Sq Ft ( \_\_\_\_\_ sqmtrs ), balconies area of \_\_\_\_\_ sq ft ( \_\_\_\_\_ sqmtr) & open terrace area of \_\_\_\_\_ sq.ft. ( \_\_\_\_\_ sqmtrs) on \_\_\_\_\_ sq. yd. plot ("**Plot**") along with undivided proportionate share only in the said Plot on which the Independent Floor is located calculated in the ratio which the Super Area of the Independent Floor bears to the total Super Area of all the independent floors on the said Plot. 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/Residential Plotted Colony at any time which shall forever remain impartible / indivisible. As the interest of the Allottee(s) in the common areas is undivided and cannot be partitioned this would require him/her to use the common areas within the said Building/said Plot only harmoniously along with other occupants in the said Building without causing any inconvenience or hindrance to them. It is abundantly clear that the Allottee(s) has understood that he/she shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the Project except the Common Area within the Building or the said Plot only. The Allottee(s) occupying the ground floor hereby undertakes not to raise any construction whether temporary or permanent on the rear/front lawn under his/her/it use. It is clarified that the roof of the said Building shall be demarcated for the exclusive use of the Allottee (s) occupying the first and the second independent floor in the Building. Provided, however, certain areas earmarked for services like water tanks etc can be accessed by the Allottee(s) on the ground floor strictly for the purposes of maintenance and repair and for no other purpose. The Allottee (s) shall also have an exclusive use of the open car parking space, as may be earmarked by the Company. Apart from the above, the Allottee (s) shall also enjoy the exclusive right to use the common areas and facilities in the said Building (hereinafter referred to as the "**Common Areas**" - and more particularly described in **Annexure I**).
- (b) It is clarified that the Allottee(s) shall be entitled to ownership of the impartible and undivided proportionate share in the said Plot underneath the said Building and on no other land comprised in the Project/Residential Plotted Colony/Scheduled Land.

- (c) The Allottee(s) understands that all other land(s), areas, facilities and amenities, except those specified in this Agreement which falls to the share of the Allottee(s), are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that he shall not be permitted and/or entitled to any ownership rights, rights of usage, title or interest etc. in any form whatsoever, unless any of such areas, facilities or amenities has been included in the scope of this Agreement and the Allottee(s) has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), open area, facilities and amenities vests solely with the Company, its associates and subsidiaries and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Company and its associates and subsidiaries. Save and as otherwise provided in this Agreement, the Allottee(s) hereby also confirms that such land(s), open area, facilities and amenities have not been included in the scope of this Agreement or in the computation of the Total Consideration and has not paid any money for use or ownership in respect of such land(s), open area, facilities and amenities and undertakes that the Allottee(s) shall not subsequently raise any claim with respect to such land, open area, facilities and amenities.

## **1.2 Total Consideration for Sale of the Independent Floor**

### **(a) Total Consideration**

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 Independent Floor described above for a Total Consideration as mentioned in the payment plan attached herewith 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. \_\_\_\_\_ /- ("**Independent Floor Price**").

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 of 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 the schedule of payment ("Payment Plan") attached as **Annexure – II** shall be made promptly.

1. 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 extra by the Allottee as and when demanded by the Company or at the time set out in the **Annexure-II** of this Agreement.
2. The Total Consideration above includes Taxes and Cess (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 Residential Plotted Colony/Project payable by the Allottee) and Maintenance Charges which shall be charged on rates as applicable. Any enhancement/reduction in the Taxes and Cess shall be paid/refunded by/to the Allottee, as the case maybe.

3. 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.
4. 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.
5. The Total Consideration includes price of plot underneath, construction of the Independent Floor, IDC, EDC on the date of this Agreement, Taxes and Cess, club charges, cost of providing electric wiring, electrical connectivity to the Independent Floor, 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 Independent Floor and the Project. It also includes IFMS charges which shall be payable at the time of intimation/offer of possession. Maintenance charges shall be extra and as applicable.
6. The Company hereby acknowledges receipt of booking amount paid for allotment of the said Independent Floor by the Allottee. The Allottee understands and agrees that the booking amount shall be treated as Earnest Money for the Independent Floor 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 Earnest Money along with the Delay Payment Charges and thereafter refund the balance amount, if any, to the Allottee within 90 (ninety) 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 30 days prior to such cancellation. The Allottee authorizes the Company to unilaterally cancel the registered Buyer's Agreement vide a Deed of Cancellation.

7. 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 Cess, fees, which may be levied or imposed by the Authority(ies). The Company 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.
8. The Company agrees to pay all outgoings before transferring the physical possession of the Independent Floor 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 Independent Floor to the Allottee, the Company agrees to be liable, even after the transfer of the Independent Floor, 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 therefore by such authority or person.
9. 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/Delayed Payment Charges 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.
10. The Allottee agrees and understands that the Allottee shall not be entitled to use the other areas in the Building/Plot/Project reserved for services, maintenance staff, vacant space etc. for parking his vehicles or any other usage.

**(b) Booking/Registration Amount**

Out of the Total Consideration for the said Independent Floor, the Allottee has/have paid a booking amount of Rs. \_\_\_\_\_/(Rupees Only) at the time of the registration/provisional allotment of the Independent Floor which the Company hereby acknowledges.

**(c) Adjustment of Installments**

The Allottee(s) agrees and understands that the Company shall have the right to adjust/appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) 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(s) undertakes not to object, protest or direct the Company to adjust the payments in any manner otherwise than as decided by the Company in its sole discretion. The Allottee(s) hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

**(d) External Development Charges**

The proportionate amount of the external development charges ("**EDC**") levied by the Government of Haryana till the date of issue of this Agreement are included in the Total Consideration payable by the Allottee(s). Any increase in the EDC levied, by whatever name called or in whatever form and with all such conditions imposed by the Government and/or any competent authority(ies) shall be paid/payable by the Allottee on demand. However, in the event the EDC is increased further, then such increase in EDC shall be borne and paid by the Allottee(s) on prorata basis directly to the Company within thirty (30) days of the receipt of any such communication. It is further clarified and the Allottee(s) agrees that in the event of the EDC being raised/charged further on the Company by the competent authorities, then such further/additional EDC shall be payable by the Allottee(s) to the Company on pro-rata basis.

**(e) Infrastructure Development Charges**

The proportionate amount of the infrastructural development charges ("**IDC**") levied by Government of Haryana till the date of this Agreement are included in the Total Consideration payable by the Allottee(s) as set out in clause 1.2 (a)(i) above for the said Independent Floor. Any increase in the IDC levied, by whatever name called or in whatever form and with all such conditions imposed by the government and/or any competent authority(ies) shall be borne and paid by the Allottee(s) on prorata basis directly to the Company within thirty (30) days of the receipt of any such communication. It is further clarified and the Allottee(s) agrees that in the event of the IDC being raised/charged further on the Company by the competent authorities, then such further /additional IDC shall be payable by the Allottee(s) to the Company on pro-rata basis.

**(f) Mode of Payment**

The Allottee(s) agrees and undertakes to make all payments in time as per demands raised by the Company through A/c Payee Cheque(s) / Demand Draft(s) payable at Emaar MGF Land Ltd. A/C The Emerald Floors. The Allottee(s) agrees that the payments on due dates as set out in **Annexure - II** shall be made promptly as per the Schedule of Payment.

### **1.3 Parking Space**

- (a) The Allottee(s) agrees and understands that the right to exclusive use of the covered/open car parking space assigned to the Allottee(s) shall be understood to be together with the Independent Floor and the same shall not have any independent legal entity detached or independent from the said Independent Floor. The Allottee(s) undertakes not to sell/ transfer/ deal with such exclusive reserved car parking space independent of the said Independent Floor.
- (b) The Allottee(s) undertakes to park his vehicle in the allotted parking space and nowhere else in the Project/Residential Plotted Colony.

## **2. COSTS & EXPENSES**

The Allottee(s) 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/Residential Plotted Colony as demanded by the Company and/or the maintenance agency from time to time.

## **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(s) and the other occupants of the Project. The Allottee(s) understands that the Club may be developed either simultaneous with or after construction of the Independent Floor. The Allottee(s) agrees to pay all charges including but not limited to Club Membership Registration Charges (“**CMRC**”) which has been included in the Total Consideration, for availing membership of the Club and shall be liable to pay Club development expenses and usage charges as and when required for this purpose 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(s) 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.
- (c) The Company as the developer of such areas, facilities and amenities falling outside the Independent Floor/Plot, shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favor of any third party by way of sale, transfer, lease or any other mode which the Company may deem fit, at its sole discretion.

## **4. TAXES AND CESSSES**

The Total Consideration is inclusive of Taxes and Cess and the same shall be payable on rates as applicable on the date of demand/payment. For any increase in the Taxes and Cess, the Company shall raise a demand along with the applicable law and the Allottee shall be liable to pay the same as and when demanded.

After obtaining physical possession of the Independent Floor:

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 Independent Floor/Project/Plot, including electricity charges, water charges and any utility charges payable to the requisite authorities from the date of possession of the Independent Floor in the Project and the same shall be paid by the Allottee in proportion to the Carpet Area of the said Independent Floor. 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.

The Allottee shall be responsible for the payment of the below mentioned Taxes from the date of offer to take over the physical possession of the Independent Floor to the Allottee. and the 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 Independent Floor to the total area of the Building/ Plot.

(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 Independent Floor 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 Independent Floor 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 Taxes including without limitation in the form of Goods and Service Tax on amount payable in or in relation to sale of Independent Floor , 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 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 Independent Floor 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.

## 5. PLANS AND CONSTRUCTION

- (a) The Allottee represents that the Allottee has seen the proposed layout plan (as given under **Annexure-III**) & Floor Plan (as given under **Annexure-IV**), specifications, amenities and facilities of the Independent Floor and accepted the layout/floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement. The Company has developed the Project in accordance with the said layout plan, building plans, floor plans and specifications, amenities and facilities and has received the Occupation Certificate. 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

(a)

## 6. POSSESSION & SALE/CONVEYANCE DEED

- a) The Occupation Certificate for the said Project has already been granted by the competent authority and the Company shall offer possession of the said Independent Floor within a period of \_\_\_\_\_ days from the date of payment of Total Price and other charges as agreed under this Agreement and schedule of payment 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, along with stamp duty, registration and incidental 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 Independent Floor
- b)
- c) The Company has duly received the Occupation Certificate for the Project in which the Independent Floor is located vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_. On receipt of the Total Price as per the payment plan, 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 Independent Floor 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, Maintenance Agreement and the like as may be required or determined by the Company in respect of the Independent Floor and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws on payment of applicable stamp duty and other applicable charges directly by the Allottee.
- d) Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the possession of the Independent Floor in accordance with the Possession Notice, the Company shall prepare and execute a Conveyance Deed to transfer the title of the said Independent Floor 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 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 Independent Floor and land underneath to the Allottee.
- e) 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 receipt of Total Consideration and execution of necessary formalities/documentation of possession by the Allottee. 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.
- f) 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, 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 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.

## **7. 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 Independent Floor/Building/Project subject to the condition that the said Independent Floor shall be free from all encumbrances at the time of execution of the Conveyance/Sale Deed. The Company/Financial Institution/Bank shall always have the first charge on the said Independent Floor for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company.

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

## **8. REPRESENTATIONS & WARRANTIES OF THE COMPANY**

- (i) The Company has represented that it is entitled to transfer the right, title and interest in the Independent Floor and/or any portion of it, constructed or to be constructed thereon by way of sale, lease, conveyance, mortgage, and/or handing over possession including but not limited to executing all documents such as sale letters, sale deed, conveyance deed etc. in favour of the intending purchasers/ Allottee(s).
- (ii) The Company has the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the said Scheduled Land for the Project;
- (iii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv)
- (v)
- (vi) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Scheduled Land and Independent Floor 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, Scheduled Land and Independent Floor and Common Areas;
- (vii) 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;
- (viii) 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 Independent Floor which will, in any manner, affect the rights of Allottee under this Agreement;

- (ix) The Company confirms that the Company is not restricted in any manner whatsoever from selling the Independent Floor to the Allottee in the manner contemplated in this Agreement;
- (x) The Scheduled Land 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 Independent Floor;
- (xi) 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;

## **9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)**

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

- a) The Allottee(s) shall have ownership and possession of the said Independent Floor along with the undivided proportionate share in the Plot, user interest in the common areas within the said Building only (as defined in Annexure-I) and other common facilities/amenities, if any, of the said Project but excluding the use of rear/front lawn on the ground floor, which shall be reserved (to the exclusion of other floor owners in the said Building) for the exclusive use of owner of Independent Floor on the ground floor.. The Allottee(s) occupying the ground floor hereby undertakes not to raise any construction whether temporary or permanent on the rear/front lawn under his use. It is clarified that the roof of the said Building shall be demarcated for the exclusive use of the allottee(s) occupying the first and the second independent floor in the Building. Provided however, certain areas earmarked for services like water tanks etc can be accessed by the Allottee(s) on the ground floor strictly for the purposes of maintenance and repair and for no other purpose. The Allottee(s) occupying the first and the second Independent Floor hereby undertakes not to raise any construction whether temporary or permanent on the rooftop/terrace under their use.
- b) The Allottee has read and understood the 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 shall at all times comply with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- c) The Allottee(s) has understood that the Company may transfer and convey its rights, title and interest in the any portion of the Common Area in the Building and all Common Areas and facilities in the Project, in favor of any co-operative society/association/society of allottee(s)/limited company/Allottee(s), to be formed for the common interest of all the intending purchasers of any Independent Floor/Plots in the Project, in accordance with the Act , as and when

the same are made applicable to the Independent Floor/Plots or provision of any other law that may be applicable to the Independent Floor/Plots.

- (d) The Allottee(s) shall become a member of any association/society of Allottee(s) as may be formed by the Company on behalf of Allottee(s) or as may be 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, administrative 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 Independent Floor to a third party.
- (f) The Allottee has full knowledge of the Applicable Laws applicable to the Independent Floor/Scheduled Land and/ or the Project. The Allottee has inspected all the approvals, permissions, sanctions, licenses, building plan(s), Occupation Certificate, 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 Independent Floor and have fully satisfied themselves about the rights, title and interest of the Land Owners 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.
- (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 Independent Floor or the size or dimensions of the Independent Floor 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 Independent Floor 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 Independent Floor 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 Independent Floor, Project and/or Scheduled Land on which the 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.
- (h) 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.
- (i) 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 Independent Floor applied for herein, in any way and the Company shall be issuing the payment receipts in favor of the Allottee only.
- (j) 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.
- (k) 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/ Independent Floor/ 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.

- (l) 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.

## **10. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)**

- (a) 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 Independent Flooras mentioned below:

- (i) The Allottee agrees and undertake to come forward and get the Buyers Agreement duly registered in terms of the Real Estate Act and pay charges thereof.
- (ii) The Allottee shall have exclusive ownership of the Independent Floor;
- (iii) Since the right of the Allottee to use the facilities and amenities cannot be divided or separated, the Allottee shall use the same along with other occupants, maintenance staff etc., of the Residential Plotted Colony without causing any inconvenience or hindrance to them. The Allottee has the right to visit the site to assess the extent of development of the Project and his Independent Floorafter taking prior appointment with the Company and following all safety norms, as the case may be. The Allottee agrees and understands that all facilities and amenities are common for all allottees of the Residential Plotted Colony and shall beused by all harmoniously.
- (iv) The Allottee hereby unequivocally authorizes the Company, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated open areas, driveways without any restriction or interference whatsoever.

### **(b) Electricity, Water and Sewerage Charges**

The electricity, water and sewerage charges shall be borne and paid by the Allottee(s). The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee(s) undertakes to pay additionally to the Company on demand of actual cost of the electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the same Independent Floor. The Allottee(s) undertakes that its shall not apply 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 nominated maintenance agency.

**(c) Entry Regulations**

It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping 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 Project.

**(d) Permitted Use & No Nuisance and Annoyance**

The Allottee(s) shall use the Independent Floor for residential purposes in accordance with the law and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of the other occupants or equipments in the Building/Project/Residential Plotted Colony or use the Independent Floor for any activity other than for residential purpose and not put to use the Independent Floor 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(s). The Allottee(s)' occupancy and use of the Independent Floor shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building/Project.

**(e) Interior Maintenance & Insurance**

The Allottee(s) shall carry out all the interiors and refurbish the Independent Floor at its own cost and expense and shall also have the right to change flooring, wall finish, install partitions, air-conditioning unit or units, other electrical or electronic appliances so long as the same does not adversely affect the structure of the building in any way. The Allottee(s) agrees and understands that the insurance and the interiors of the Independent Floor shall be his/her/their/its 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(s) his agents, contractor or any one claiming under him/her/them/it.

**(f) Signage**

The Allottee(s) 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 Independent Floor, Building and/or the Project. The Allottee(s) would be permitted to place its name board at the entrance to the Independent Floor only at the designated place specified by the Company in this behalf.

**(g) Taxes and levies**

- (i) The Allottee(s) shall be responsible for payment of all



taxes, levies, assessments, demands or charges including but not limited to GST, Service tax etc. levied or leviable in future on the Independent Floor or any part of the Project/Residential Plotted Colony in proportion to the super built up area of the Independent Floor.

(ii) Further the Allottee(s) shall be liable to pay from the date of his/ her/their/its allotment house-tax/property-tax, fire fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Independent Floor of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to the Super Area of the said Independent Floor to the total Super Area of all the Independent Floors/buildings within the said Plot/ said Project. These taxes, fees, cesses etc. shall be paid by the Allottee(s) irrespective of the fact whether the maintenance is carried out by the Company or its nominee or any other body or association of all or some of the Allottee(s) whether levied retrospective or prospective.

(iii) The Allottee(s) shall furnish his/her/their/its permanent account number issued by the income tax department.

#### **(h) Alterations in the Independent Floor**

- (i) The Allottee(s) shall not make any such additions or alterations in the Independent Floor so as to cause blockage or obstruction in the common areas and facilities within the said Plot/Building and/or to cause any structural damage or encroachment to the structure of the Building/Plot. The Allottee shall not change the exteriors, color 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 design / appearance of the said Independent Floor.
- (ii) The Allottee(s) shall not demolish any structure of the Independent Floor or any portion of the same or cause to make any new construction in the Independent Floor without the prior approval and consent of the Company and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Independent Floor in any manner. The Allottee(s) shall not change the colour and structure of the external façade of the Independent Floor or carry out any illegal or unauthorized construction. Allottee shall be liable for any breach of these provisions under Applicable Laws.

#### **(i) Registration of Address**

In case of joint allotment, all communication, demand notices etc. 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) 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 Independent Floor.

It shall be the responsibility of the Allottee(s) 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.

**(j) Bulk supply of electricity**

If the permission to receive and distribute bulk supply of electricity in the Project/Residential Plotted Colony is received by the Company or maintenance agency or the association, the Allottee(s) herein 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 to whom permission to receive bulk supplies and distribute the same is granted. Subject to forgoing, Allottee(s) shall execute a power supply agreement and/ or any other document as may be required for the purpose containing requisite terms and conditions.

**(k) Power Backup**

The Company shall install additional equipment for power backup facility common to all Independent Floor at no additional installation cost to the Allottee(s). It is however accepted by the Allottee(s) that for any additional load the 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(s) 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 Independent Floor owners/ body providing the same or continue to provide the same. In the event the Allottee(s) requires any further power back up for its appliances/equipments, the Allottee(s) at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Independent Floor. The said power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the maintenance agency in providing the same. The Allottee(s) 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.

**(l) Association of Owners**

The Allottee(s) undertakes to join the association of the owners as may be formed by the Company on behalf of the Independent Floor owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deem necessary by the Company for this purpose, failing which the same shall be treated unpaid consideration payable by the Allottee(s) herein for the said Independent Floor and

execution of the Sale 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 –VI.**

The Allottee(s) 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.

The Allottee(s) agrees and understands that the Allottee(s) shall abide by the community rules and regulations for the residents and visitors to the Project proposed to be developed by the Company, which may be modified/amended from time to time, by the Company in its sole and absolute discretion. The said rules and regulations ("**the Community Rules and Regulations**") shall be made available by the Company at the time of handover of the possession/ interim possession of the Independent Floor to the Allottee(s) and shall be binding on all the applicants/occupants in the Project. It shall be obligatory for all the applicants/occupants to abide by the Community Rules and Regulations which are incorporated as part and parcel of this Agreement.

## **11. 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. In the event, the Allottee fails to make the payments on time despite notices/reminders being sent to the Allottee, the Company shall have the right to cancel the allotment and forfeit the Earnest Money alongwith Delayed Payment Charges. However, the Company may, in its sole discretion, waive its right to terminate the allotment/ Buyer's Agreement and enforce all the payments and seek specific performance of the Buyer's Agreement.

## **12. FAILURE TO TAKE POSSESSION**

- 12.1 It is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take the possession after making all the payments for the said Independent Floor in the manner as aforesaid, then the Company shall have the option to cancel this Agreement and avail of the remedies as stipulated under this Agreement or the Company may, without prejudice to its rights under any of

the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking over the said Independent Floor in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Company the following amount:

- (a) Holding charges @ Rs.10/-per sq.ft. per month for the entire period of such delay.
- (b) Maintenance charges from the deemed date of possession as per notice of possession.

Further, the Company also has the right to withhold conveyance or handing over for occupation and use of the said Independent Floor till all charges with overdue interest as prescribed in this Agreement, if any, are fully paid.

- 12.2. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in clause 12.1(a) shall be a distinct charge and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be payable at the risk, responsibility and cost of the Allottee(s). Further, the Allottee(s) agrees that in the event of his/her failure to take possession of the said Independent Floor within the time stipulated by the Company in the Possession Notice, the Allottee(s) shall have no right or any claim in respect of any item of work in the said Independent Floor which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that the Allottee(s) shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Independent Floor/Building/Project.

### **13. PERMITTED USE**

The Allottee(s) understands and agrees that the permitted use of the Independent Floor is for residential purpose and further agrees that he / she / they / it shall not use the Independent Floor for any commercial / illegal / unauthorized / immoral activity and / or in any manner they may cause nuisance or annoyance to the occupants of the other Independent Floors. The Allottee(s) hereby agrees/ indemnifies the Company against any penal action, damages or loss due to misuse of the said Independent Floor for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the said Independent Floor for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee(s) to use the Independent Floor as stated in this Agreement and to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee(s) does not cure/rectify the defect, the Company shall have the right to treat this Agreement as cancelled and resume the possession of the Independent Floor and to take appropriate steps to get the Conveyance/Sale Deed with respect to the Independent Floor cancelled and the Allottee(s) hereby agrees and confirms that he / she / it / they shall not raise any objection to the same.

### **14. MAINTENANCE AFTER POSSESSION**

- (a) The Allottee(s) shall, after taking the possession of the Independent Floor, be solely responsible to maintain the Independent Floor at his/ her own cost, in a

good repair and condition and shall not do or cause to be done anything in or to the said Building or the said Independent Floor, 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 Independent Floor and keep the said Independent Floor, 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 Plot in which the said Independent Floor is located is not in any way damaged or jeopardized.

- (b) It is further agreed by the Allottee(s) that all fixtures and fittings including but not limited to air conditioners/ coolers etc. shall be installed by the Allottee(s) at places earmarked or approved by the Company and nowhere else. The Allottee(s) 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 Independent Floor, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (c) That the Allottee(s) recognises that the Independent Floor are being serviced by the maintenance agency and that any external agency would be detrimental to the interests of the Independent Floor's/Building's maintenance and upkeep.

## **15. EVENTS OF DEFAULTS AND CONSEQUENCES**

- (a) The Allottee shall be considered under a condition of default, in the following events:
  - (i) Failure to sign and execute this Agreement within the stipulated time of 30 days.
  - (ii) 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;
  - (iii) Dishonour of any cheque(s), including post-dated cheques, given by the Allottee to the Company, for any reason whatsoever;
  - (iv) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Company, within such timelines as stipulated by the Company and in terms of the Agreement;
  - (v) Allottee fails to take possession of the Independent Floor, within the time provided in the Possession Notice;
  - (vi) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
  - (vii) Any other breach of a provision under this Agreement by the Allottee.

- (b) 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 Independent Floor, after giving [2] consecutive notices of [30] days thereby giving the Allottee to rectify their default in terms of above referred clause.
  - (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 Independent Floor, the Allottee shall have no lien or claim on the Independent Floor and the Company will be entitled to unilaterally get the Buyers Agreement cancelled. The Allottee hereby authorises the Company to get the Buyers Agreement cancelled vide Deed of Cancellation. The Company shall then be entitled to sell, convey or transfer the Independent Floor to any party at its sole discretion and the Allottee shall not raise any claim or right on the same. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Independent Floor 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 within 90 days of such cancellation. On such default, the Agreement and any liability of the Company under the same shall stand terminated. Provided that, the Company shall intimate the Allottee about such termination at least 30 days prior to such termination. Alternatively, the Company may, in its sole discretion, waive its right to terminate the allotment/ Buyer's Agreement and enforce all the payments and seek specific performance of the Buyer's Agreement.

#### **16. 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 handing over physical possession of the Independent Floor, it shall be the

duty of the Company to rectify such defects without further charge, within a period of 90 (ninety) 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 Independent Floor/ 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 Residential Plotted Colony/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 Independent Floor but the maintenance thereof shall be the responsibility of the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminum items, façade, doors, windows and such like shall also not be covered under Defect Liability.

## **17. MAINTENANCE**

- (a) The Allottee(s) hereby agrees and undertakes that he/she/they/it shall enter into a separate Maintenance Agreement, with the Maintenance Agency as may be appointed or nominated by the Company for the maintenance of the common facilities / amenities/open areas in the Project.
- (b) The Allottee(s) 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. Such charges payable by the Allottee(s) will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency. The Company reserves the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement at

its sole discretion from time to time.

- (c) In addition to the payment of the maintenance charges to be paid by the Allottee(s), the Allottee(s) agrees and undertakes to pay interest free maintenance security ('IFMS') of Rs. \_\_\_\_\_ /-, which shall be intimated at the time of handover of the possession of the said Independent Floor.
- (d) The Allottee(s) 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(s) 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(s) hereby conveys his/ her/their/its no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (f) The Allottee(s) agrees that the Company or its nominated Maintenance Agency shall carry out the maintenance pertaining to the said Project from the date of issue of notice of possession to the Allottee(s). The Allottee(s) shall pay necessary charges for upkeep and maintenance of the Project as determined from time to time. It is clarified that the scope of upkeep and maintenance of Project/Residential Plotted Colony shall be described in the Maintenance Agreement. It is understood by the Allottee(s) that the maintenance and insurance of the Independent Floor shall always remain the responsibility of the Allottee(s).
- (g) The Allottee(s) undertakes to pay the maintenance bills as raised by the Company or its nominated Maintenance Agency from the date of notice for possession on pro-rata basis irrespective of whether the Allottee(s) is/are in actual possession of the Independent Floor or not. In order to secure due performance by the Allottee(s) in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company an interest free maintenance security, as applicable. In event the Allottee(s) fails and or neglects to pay the maintenance bill, other charges on or before the due date, the Allottee(s), then in such an event 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 actual maintenance charges shall be provided at the time of giving possession of the Independent Floor when the Maintenance Agreement would compulsorily be executed by and between the Allottee(s) and the Maintenance Agency in the standard agreement format as provided by the Company and/or maintenance agency. It is further agreed and acknowledged by the Allottee(s) that the maintenance charges to be paid by him in respect of the maintenance services shall be independent of the amount of interest which is accruing on deposit or more specifically



maintenance charges shall be payable as per the bills of the Maintenance Agency without considering the interest element as stated hereinabove.

- (i) The scope of maintenance and general upkeep of various common services within the Building/Plot/Project/Residential Plotted Colony shall broadly include but not be limited to operation and maintenance of roads, diesel, fire fighting system, garbage disposal and upkeep of water supply, sewerage system, lighting of the surrounding area etc. The service outside the Independent Floor but within the Project/Residential Plotted Colony 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/ Residential Plotted Colony.
- (j) In order to secure due performance of the payment of the maintenance bills and other charges, against the bills raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payment given in **Annexure -II** and to always keep deposited with the Company IFMS as applicable. In case of the failure of the Allottee(s) to pay the maintenance bills, other charges on or before the due date, the Allottee(s) 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 Super Built-up Area of the said Independent Floor, the Allottee(s) 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). It is further clarified and agreed and acknowledged by the Allottee(s) that the Company shall always have the right to set off any payment or dues, due and payable by the Company to the Allottee(s) 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(s) and the Company shall have the first charge/lien on the said Independent Floor in respect of such non-payment of shortfall/increases as the case may be.

#### **18. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY**

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the said Independent Floor and making of all payments pursuant to this Agreement shall not be contingent on his/ her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Independent Floor.

#### **19. INSURANCE**

The Allottee(s) agrees and understands that prior to hand over of possession of the Independent Floor, the insurance of the Independent Floor shall be the responsibility of the Company but after the possession of the Independent

Floor has been handed over to the Allottee(s), the Allottee(s) shall be responsible for the insurance of the Independent Floor and the Company or the Maintenance Agency so appointed by the Company shall not be responsible for any loss caused to the Allottee(s) due to lack of insurance of the Independent Floor.

## **20. COMPLIANCE WITH ACT**

The Allottee has confirmed and assured the Company prior to entering this Agreement that he has read and understood the Act, or any statutory enactments or modifications thereof 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, 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.

## **21. BINDING EFFECT**

- (a) Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexure along with the payment(s) due as stipulated in the Schedule of Payment in **Annexure – II** at the address of the Company within 30 days from the date of dispatch by the Company of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Allottee(s).
- (b) If the Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the allotment of the Allottee(s) shall be treated as cancelled and the Earnest Money and Delayed Payment Charges paid by the Allottee(s) shall stand forfeited.

## **22. ASSIGNMENT**

This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall be subject to all applicable laws and notifications or any government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Company to cancel this Agreement and to avail of remedies as set forth in this Agreement.

## **23. ENTIRE AGREEMENT**

- a. This Agreement along with the preamble, recitals and all its Annexures is the

only Agreement touching upon the purchase of the said Independent Floor by the Allottee(s) and this Agreement along with its annexes supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties. This Agreement along with its preamble, recital, annexes and the terms and conditions contained in the Agreement constitutes the entire agreement 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.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT ALLOTTEE(S)**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Independent Floor/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 Independent Floor, as the said obligations go along with the said Independent Floor for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

- (a) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- (b) 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 of Delayed Payment Charges for delayed payment of installments by the Allottee. 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.

**26. 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 law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. FORCE MAJEURE**

The handover of the Independent Floor shall be subject to *force majeure* clause which, *inter alia*, includes 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..

## **28. INDEMNIFICATION**

- (a) Allottee(s) 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(s) or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or willful misconduct, or due to non-compliance violations or non-compliance of any applicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of compliance of the terms of this Agreement or otherwise.
- (b) The Allottee(s) 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 the Buyer's Agreement. However, the Allottee(s) 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(s) 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.

## **29. 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(s) for his/ her reference and record.

## **30. 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. 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 Gurugram (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

### 31. NOTICES

(a) All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by Registered A.D. Post or Speed A.D. 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 3<sup>rd</sup> (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 5<sup>th</sup> (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:

<b>Emaar MGF Land Limited</b>	<b>Allottee(s)</b>
Emaar MGF Business Park, Sector - 28, Mehrauli Gurgaon Road, Gurgaon - 122 002 (Haryana) Email Address-	

It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered/ Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

**32. 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).

**33. GOVERNING LAW AND DISPUTE RESOLUTION**

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.

All or any disputes arising out of 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 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 Gurugram, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.

**34. SAVINGS:**

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

**35. LAWS OF INDIA**

That 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.

**36. JURISDICTION**

The courts at Gurugram alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement.

**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  (Allottee)	Passport Size Photograph  (Allottee)	Passport Size Photograph  (Allottee)	Passport Size Photograph  (Allottee)
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Signature (of the  
first /Sole Allottee):

Name:

Signature (of the  
Second Allottee):

Name:

Signature (of the  
Third Allottee):

Name:

Signature (of the  
Fourth Allottee):

Name:

**Witnesses:**

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**Witnesses:**

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_

Signed and Delivered by the within named Company in the presence of witness at Gurugram on \_\_\_\_\_.

For and on behalf of **Emaar MGF Land Limited**

Name:

Signature:

Designation:

Witnesses:

Signature

Name:

Address

For and on behalf of **The Confirming Parties**

Name:

Signature:

Designation:

**ANNEXURE I**  
**COMMON AREAS**

Common Areas shall mean and include the following:-

Common Areas and common amenities in relation to the Said Independent Floor shall include all easements rights of access and other similar rights belonging to the Plot on which the said building has been constructed and the said building which will *inter-alia* include the common structures such as foundations, columns, beams, supports, corridors, staircase, entrances and exit of the said building, car parking areas, passages, driveways, storage space, spaces for security, as per requirement or specified for common use and all other parts of the said building and land necessary for maintenance, safety and common use. Installation of common amenities such as power, light, gas, water, heating, refrigeration, air conditioning if any, sewerage, elevators if any, water tanks, pumps, ducts and such other common amenities will also form a part of Common Areas.

The Common Areas and common amenities as provided herein shall remain undivided and no owner or occupier of any Floor or any person shall be entitled to seek a partition or division of any part thereof.

Allottee shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the said Project except the Common Areas within the said building or the said plot on which the said building is constructed only.



## ANNEXURE - II

### PAYMENT PLAN

#### SCHEDULE OF PAYMENTS - PAYMENT PLAN

Ref No	
Booking Date	
OC Date	
Customer Number	
Customer Name	
Co- Applicants Name	
Project	Emerald Hills - Floors
Unit No	EHF-350-C-FF-021A

#### PRICE OF THE PROPERTY

Charge Type	Value	Discount	Total	GST*	Total Amount
Independent Floor Price*					
EDC/ IDC (350 sqyd units)					
IFMS 2					
Operational Charges					
<b>Total (Rs.)</b>					

#### SCHEDULE OF PAYMENT

SL#	Linked Stages	Description	Due Date	Total	GST*	Total Amount
1	On Booking	Booking Amount -Unit Price*		700,000	0	700,000
2	Within 30 days from Issuance of Allotment letter & Reg. of Buyers Agreement	20% of Unit Price* -Less Pay easy Plan, 100% of EDC		2,769,453	0	2,769,453
3	Within 60 days from Issuance of Allotment letter & Reg. of Buyers Agreement	20% of Unit Price*		3,114,658	0	3,114,658
4	On Intimation of Possession Or Within 90 Days of BA Reg. Whichever is Later	100% of Operational Charges , 60% of Unit Price* , 100% of IFMS		9,515,890	15,195	9,531,085
<b>Total (Rs.)</b>				16,100,001	15,195	16,115,196#

#Maintenance Charges + taxes extra as applicable

<b>Area:-</b>		
<b>Area Appx.</b>	<b>Sq. mt</b>	<b>Sq. ft</b>
<b>Carpet Area</b>		
<b>Balony/Terrace Area</b>		
<b>Super Area</b>		

1.	Cheque to be made in Favour of "Emaar Mgf Land Ltd./A/C The Emerald Floors".
2.	*Unit Price comprises of Basic Price + PLCs + Exclusive right to use 1 car parking space + Club Membership charges.
3.	Total Price shall be Unit Price + IFMS + EDC/IDC + Operational Charges + Maintenance Charges (As applicable) + Taxes (As Applicable).
4.	Stamp Duty/Registration charges for BA registration & Conveyance Deed shall be payable as and when demanded based on then prevailing rates.
5.	Customer to deduct TDS as per Government Norms and provide certificate to the Company.
6.	GST Payable on the said unit shall be borne by company. In case of cancellation GST paid by company on behalf of customer shall be deducted.
7.	Allottee is eligible for Maintenance Charges Benefit of Rs. 400000/- & Registration Charges Benefit of Rs.400000/- is Adjusted as credit note/Discount note upon timely payment of all installments.

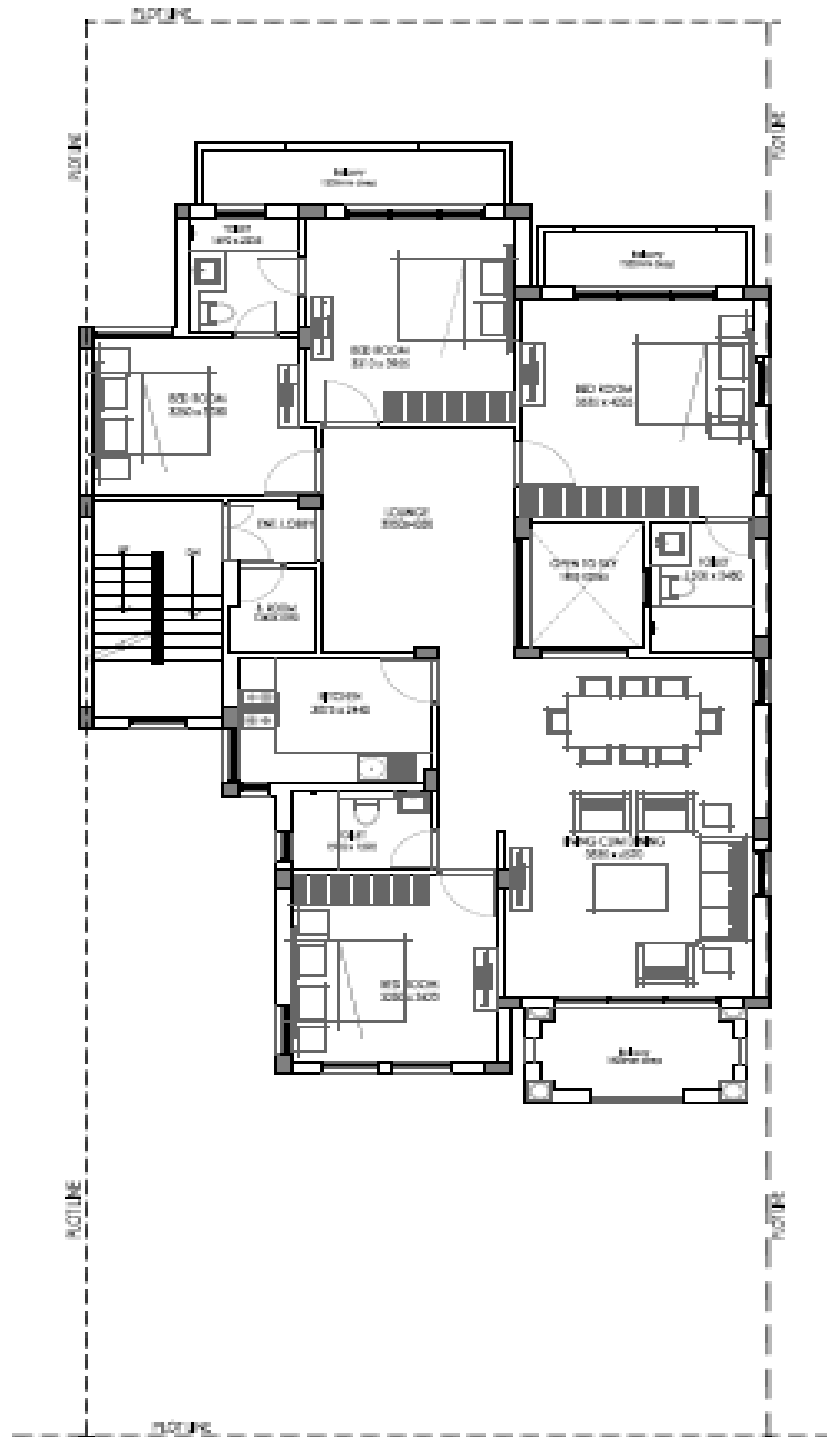


### ANNEXURE-III

### LAYOUT PLAN

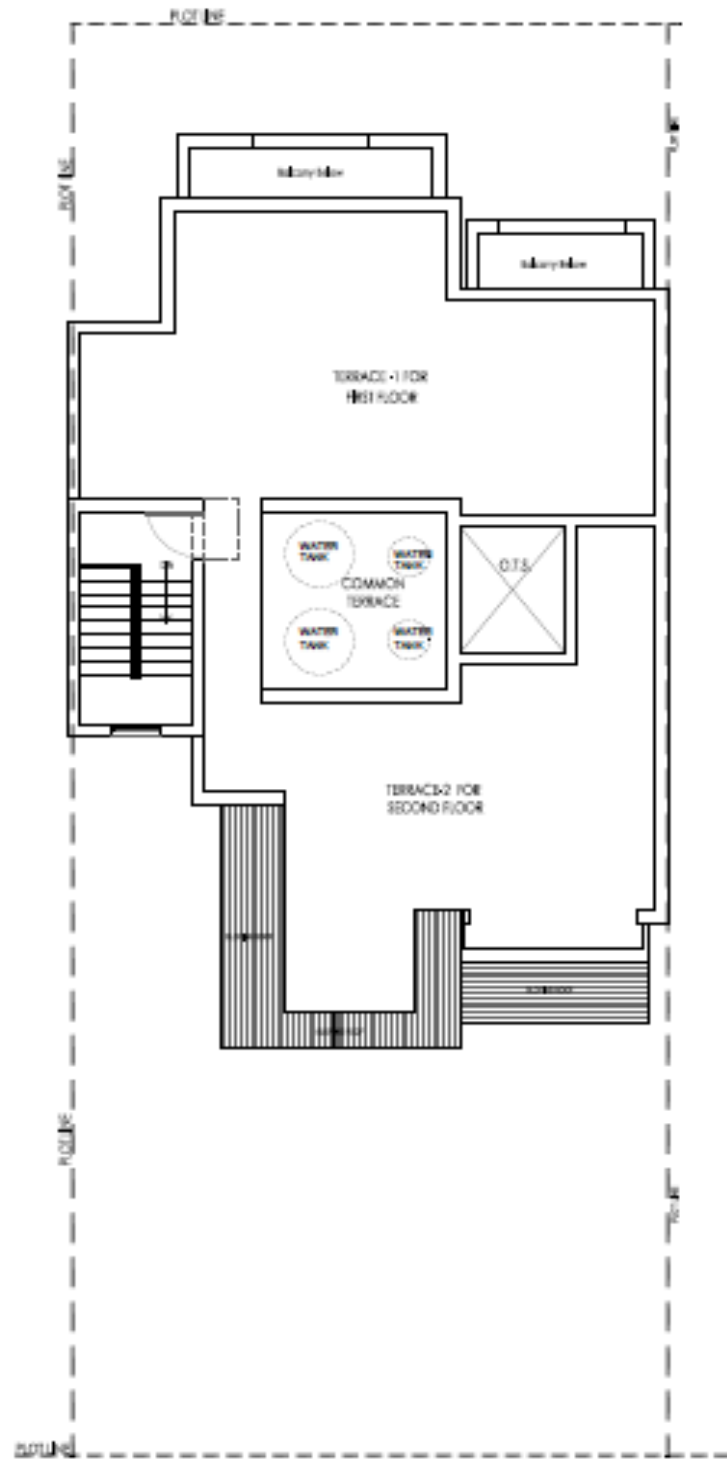


# **ANNEXURE -IV** **INDEPENDENT FLOOR PLAN**



NOTE:- ALL DIMENSIONS ARE IN MM AND FROM MASONRY TO MASONRY FACE.

SCALE : N.T.S



FRONT ROAD

**TERRACE PLAN**  
1750-TYPE C-TERRACE

NOTE:- ALL DIMENSIONS ARE IN MM AND FROM MASONRY TO MASONRY FACE.

SCALE : N.T.S

## **ANNEXURE-V**

### **SPECIFICATIONS**

APARTMENT FEATURES	WALLS	FLOOR	CEILING	DOORS	WINDOWS / GLAZING	OTHERS	SWITCHES
LIVING ROOM/ DINING/ LOBBY/ FAMILY ROOM	OIL BOUND DISTEMPER	VITRIFIED TILES	DRY DISTEMPER	ENTRANCE DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER EXTERNAL DOOR - UPVC	UPVC	N.A.	MODULAR SWITCHES
MASTER BED ROOM	OIL BOUND DISTEMPER	VITRIFIED TILES/ LAMINATED WOODEN FLOORING	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER EXTERNAL DOOR - UPVC	UPVC	N.A.	MODULAR SWITCHES
OTHER BED ROOM(S)	OIL BOUND DISTEMPER	VITRIFIED TILES/ LAMINATED WOODEN FLOORING	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER EXTERNAL DOOR - UPVC	UPVC	N.A.	MODULAR SWITCHES
KITCHEN	COMBINATION OF TILES & OIL BOUND DISTEMPER	VITRIFIED TILES	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER EXTERNAL DOOR - UPVC	UPVC	GRANITE COUNTER TOP WITH BACK SPLASH IN GRANITE, STAINLESS STEEL SINGLE DRAIN BOARD SINK WITH CP FITTINGS	MODULAR SWITCHES
BALCONIES/ TERRACES	WEATHER PROOF PAINT	TILES	WEATHER PROOF PAINT	EXTERNAL DOOR - UPVC	UPVC	N.A.	MODULAR SWITCHES
MASTER TOILET	COMBINATION OF CERAMIC TILES & OIL BOUND DISTEMPER	TILES	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER	UPVC	CP FITTINGS, WHITE CHINA WARE FIXTURES	MODULAR SWITCHES
OTHER TOILETS	COMBINATION OF CERAMIC TILES & OIL BOUND DISTEMPER	TILES	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER	UPVC	CP FITTINGS, WHITE CHINA WARE FIXTURES	MODULAR SWITCHES
SERVANT/ UTILITY ROOM	DRY DISTEMPER	TILES	DRY DISTEMPER	INTERNAL DOOR - SEASONED HARDWOOD FRAMES WITH EUROPEAN STYLE MOULDED SHUTTER	N.A.	N.A.	MODULAR SWITCHES
OTHER AMENITIES	• POWER BACK-UP • WORLD-CLASS CLUB WITH MODERN FACILITIES • MULTISPECIALITY CLINIC BY A LEADING BRAND • PRIMARY & NURSERY SCHOOL BY A LEADING INSTITUTE • CONVENIENCE SHOPPING • PIPED GAS SUPPLY						
UPGRADE OPTION: SPLIT AIR-CONDITIONING AND MODULAR KITCHEN WITH CHIMNEY AND HOBB AVAILABLE AT ADDITIONAL COST							

\*All floor plans, specifications, artistic renderings and images in this brochure are indicative and are subject to change as decided by the company or by any competent authority in the best interests of the development. Soft furnishing, furniture and gadgets are not part of the offering.

ANNEXURE – VI

MEMBERSHIP APPLICATION FORM

Date: \_\_\_\_\_

Name:

Address:

The Secretary  
The Emerald Floors Owners Association  
Sector 65, Gurgaon  
Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into an Independent Floor Buyer's Agreement with Emaar MGF Land Limited to purchase an Independent Floor bearing no. \_\_\_\_\_ situated in block/Sector \_\_\_\_\_, in the Project known as "The Emerald Hills" alongwith reserved parking space bearing no. \_\_\_\_.

I/We request to be enrolled as member of The Emerald Hills at Emerald Floors 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

(\_\_\_\_\_)   
Member

FOR NECESSARY ENDORSEMENT



**FOR NECESSARY ENDORSEMENT**