

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures and stamp paper.
2. Kindly paste, at the place provided, color photographs of all joint allottee(s) / authorized signatory and sign across the photograph (s).
3. Kindly use a black ball point pen (preferable) while filling in details or signing the Buyers Agreement.
4. Both signed copies of the Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD) / courier / hand delivery only within the time stipulated in this Agreement.
5. Kindly sign next to the typical Floor/Unit plan as applied by you in the relevant Annexure.
6. Witnesses signatures are mandatory on the relevant page
7. In case of change in authorized signatory for a Partnership firm, please send us a copy of the partnership deed and resolution signed by all Partners.
8. In case of change in authorized signatory for a Company, please send us a Copy of Board Resolution along with a certified copy of Memorandum & Articles.

Space for stamping

Plot No : _____

Project : _____

Total Consideration : Rs. _____/-

BUYER'S AGREEMENT

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

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its registered office at 306-308, Square One, C2 District Centre, Saket, New Delhi 110017, through its Authorized Signatory _____ who has been duly authorized by the Board of Directors of the Company vide its Board Resolution dated _____ to execute this Agreement and to do all acts deeds and things incidental thereto, (hereinafter referred to as the "**Company**") which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the **FIRST PART**.

AND

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

OR

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

OR

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

OR

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

OR

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

OR

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

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees, as applicable, and permitted assigns) of the **SECOND 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 306-308, Square One, C2 District Centre, Saket, New Delhi 110017 through their Authorized Signatory _____ who has been duly authorized Board Resolutions of the Companies dated _____ to execute this Agreement and to do all acts deeds and things incidental thereto, (hereinafter referred to as the "**Land Owners**" which

expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the Third Part;

The Company, Allottee and Land Owners shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Scheduled Land (hereinafter defined) belongs to 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 306-308, Square One, C2 District Centre, Saket, New Delhi 110017 ("**Land Owners**"). The Company has entered into collaboration agreements (hereinafter referred to as "**Development Agreement**") with the Land Owners for the development of the Land admeasuring **196** acres approx.. (more particularly described in Annexure –I) situated in the Revenue Estate of Villages Nangli Umarpur, Badshahpur, Maidawas, Tehsil & District Gurgaon, 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, license nos. 10 of 2009 dated 21.05.2009 and Licence no.113 of 2011 dated 22.12.2011 were granted by the Director, Town and Country Planning, Government of Haryana / District Town Planner, Gurgaon (hereinafter referred to as "**DTCP/ DTP**") for setting up a residential plotted colony on the Scheduled Land under the name and style of "Emerald Hills" which inter-alia includes plots, villas, independent floors, commercial complex, community center/club, open areas, landscaped gardens, etc.
- C. The Company has got registered part of the Emerald Hills including other amenities and facilities under the Real Estate Act vide Registration no. 162 of 2017 dated 29.08.2017 (hereinafter referred to as the "Project") and applications were invited for booking of units in the Project. The Project for which applications are being invited is marked in green color in the layout plan annexed herewith as **Annexure-II**._____
- D. The Land Owners have represented that they are the rightful owners 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 a villa plot 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 units in 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, 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 said plot 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 said plot 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 said plot vide application dated _____ having a plot area of _____sq.mtr (_____sq.yd.) (hereinafter referred to as "**Plot**") along with undivided proportionate share only in the said Plot calculated in the ratio which the plot area of the said Plot bears to the total area of all the plots in the Project. 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 said Plot 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 said Plot to the Allottee in the Project at Total Consideration as described in detail in clause 1.2(b) hereinafter. The Allottee agrees and understands that the

Plot area provisionally allotted to it is tentative and subject to change as contemplated in this Agreement.

- 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, shall have the meanings assigned herein:

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

“**Agreement**” shall mean this plot buyer’s agreement being executed between the Allottee and the Company.

“**Allottee**” shall mean the allottee of the said Plot whose particulars are set out in this Agreement and who has appended his/her signature(s) on each page hereof, as acknowledgement of having agreed to the terms and conditions of this Agreement.

“**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, Plot or the transaction between the Parties as contemplated herein.

“**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.

“**Club**” shall mean the club proposed to be developed by the Company for recreational purposes in

the Project. The club and all other facilities shall be common for all allottees of the entire Residential Plotted Colony including the Project.

“**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 Plot to the Allottee;

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

“**Earnest Money**” shall mean the booking amount for the said Plot to be purchased by the Allottee, being equivalent to 10% of the Total Consideration to be paid by the Allottee as per the Schedule of Payments.

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

“**Force Majeure Event**” shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company’s ability to perform its obligation under this Agreement *inter-alia* including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing¹.

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

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

“**IDC**” means the internal development charges levied/leviable by the Government of Haryana now or in future.

“**IFMS**” means the interest free maintenance security of Rs. _____ payable by the Allottee to the Company/Maintenance Agency in terms of the Agreement for the maintenance and upkeep of the Project.

“**Maintenance Agreement**” shall mean the agreement required to be entered into between the Allottee with the designated Maintenance Agency, Company and the association of allottees, if any for the maintenance and upkeep of the Project/Said Plot. The Maintenance Agreement shall be executed at the time of offer of possession of the Plot.

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

“**Payment Plan**” or “**Schedule of Payments**” means the schedule of payments as set out in **Schedule [●]** to this Agreement providing details and price of the said Plot.

“**Project**” means a part of Emerald Hills registered under the Real Estate Act and the Haryana Real Estate (Regulation and Development) Rules, 2017.

“**Real Estate Act**” shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations framed thereunder as applicable to the State of Haryana;

“**Special Terms**” shall mean special terms and conditions for the purchase of the Unit by way of special schemes benefiting the Allottee. The terms and conditions of the schemes (if any) shall be set out in Schedule 1 (“Special Terms”) which shall form an integral part of this Agreement.

“**Taxes and Cesses**” shall mean any and all taxes including but not limited to the Goods and Services Tax (GST), 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 Sale Consideration**” shall mean the total consideration for the Plot which shall comprise of the following:

- a. Unit Price : Rs. _____/-;
- b. EDC, IDC as applicable amounting to Rs. _____/-, and Rs. _____/-, respectively;
- c. IFMS charges : Rs _____/-
- d. Maintenance Charges: as applicable
- e. Taxes & Cesses: as applicable.
- f. Other Charges/Operational Charges: Rs. _____

Interpretation:

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);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (iii) any reference to the singular shall include the plural and vice-versa;
- (iv) any references to the masculine, the feminine and the neuter shall include each other;
- (v) any references to a "company" shall include a body corporate;
- (vi) 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;
- (vii) 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;
- (viii) headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- (ix) "in writing" includes any communication made by letter or e-mail;
- (x) 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;

- (xi) 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.
- (xii) Any reference to the phrase '*handing over the possession of the Plot*', '*taking over the possession of the Plot*' or any similar phrase shall mean (i) actual physical handover of the possession of the Plot in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Plot by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

1. SALE OF PLOT AND RIGHTS THERETO:

(i) Description of the Plot

- (a) In consideration of the Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Consideration as per the Schedule of Payments, the Company hereby agrees to sell, convey and transfer and the Allottee hereby agrees to purchase and receive the said Plot bearing no. ____ having plot area admeasuring ____ sq. mtr (____ sq. yd.).
- (b) The Allottee agrees and understands that all other land(s), areas, facilities and amenities, falling outside the Plot, except those specified in this Agreement which fall to the share of the Allottee, are specifically excluded from the scope of this Agreement and the Allottee agrees and understands that it shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities unless any of such areas, facilities or amenities have been included in the scope of this Agreement and the Allottee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of Total Consideration and therefore, the Allottee has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Company, its associates and 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. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc, facilities/amenities/club, etc in the Project are common and for the benefit of all allottees of the Project.

(ii) Sale Price of the Plot

- a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Plot described in clause 1.1(a) 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. ___/- (“**Sale Price**”).

b) Total Consideration:

The Total Consideration payable by the Allottee to the Company for the Plot is Rs. _____/- (Rupees _____ only) and shall comprise of the following:

- I. Unit Price of Rs. _____/.
- II. EDC, IDC and any interest thereon, as applicable amounting to Rs. _____/-, of Rs. _____/- as on date;
- III. Maintenance Charges: As applicable.
- IV. Interest Free Maintenance Security: Rs. _____
- V. Operational Charges for miscellaneous facilities:
- VI. Taxes and Cesses: As applicable.

The Total Consideration shall be payable by the Allottee to the Company in accordance with the Schedule of Payments. The Allottee specifically understands that time is 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 **Annexure – III** shall be made promptly. The Allottee agrees that the payments on due dates as set out in Annexure – III or unless as otherwise agreed in the Special Terms as mentioned in Schedule I shall be made promptly.

- c) The stamp duty, registration charges and administrative charges for execution and registration of this Agreement as well as the Conveyance Deed in favour of the Allottee shall be paid on the Unit Price of Plot and shall be paid extra by the Allottee as and when demanded by the Company or at the time set out in the **Annexure-III** of this Agreement.
- d) The Company hereby acknowledges receipt of booking amount of Rs. _____ paid for allotment of the said Plot by the Allottee, which shall constitute the Earnest Money for the said Plot for all intents and purposes. The Allottee understands and agrees that the booking amount shall be treated as Earnest Money for the Plot 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 ninety (90) 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.

(e) The Total Consideration above includes Taxes paid or payable by the Company which may be levied, in connection with the said Plot/Residential Plotted Colony/Project and Maintenance Charges which shall be charged on rates as applicable..

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

f) It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee will make such payments to the Company in terms of the Agreement.

g)The Company shall periodically intimate in writing to the Allottee, the amount payable as stated in the Schedule of Payments and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Law together with dates from which such taxes/levies etc. have been imposed or become effective.

e) The Total Consideration includes recovery of price of Scheduled Land, development of the Plot and the common facilities, IDC, EDC on the date of this Agreement, Taxes and Cesses, club charges, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, PHE connection, etc. and includes cost for providing all other facilities, amenities and specifications to be provided. It also includes maintenance charges, IFMS charges which shall be computed/payable at the time of intimation/offer of possession.

f) The Total Consideration shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the EDC, IDC or any other statutory or other charges, Taxes and Cesses, fees, which may be levied or imposed by the Authority(ies). The Authority undertakes and agrees that

while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Authorities, the Company shall enclose the said Applicable Law to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, the same shall not be charged from the Allottee.

- g) The Company agrees to pay all outgoings before transferring the physical possession of the Plot 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 Plot to the Allottee, the Company agrees to be liable, even after the transfer of the Plot, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- h) The Total Consideration includes the proportionate cost of fire-fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2017, and any subsequent amendments thereof or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred as determined by the Company.
- i) 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.

(iii) Club Membership Registration Charges

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

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

4. TAXES AND CESSSES

The Total Consideration is inclusive of Taxes and Cesses as applicable on the date of this Agreement, however, in case there is an increase/decrease in the Taxes and Cesses, the Allottee shall be liable to pay the same as and when demanded and in case of decrease the Company shall refund the excess amount. For any increase in the Taxes and Cesses, the Company shall raise a demand alongwith the applicable law and the Allottee shall be liable to pay the same as and when demanded.

After obtaining physical possession of the Plot:

- (i) The Allottee agrees and undertakes to pay, on demand, all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, if applicable, whether levied or leviable, now or in future, on the Project/Said Plot, including electricity charges, water charges

and any utility charges payable to the requisite authorities from the date of possession of the Plot in the Project and the same shall be paid by the Allottee. Such an apportionment shall be made by the Company and / or its nominee and / or the Maintenance Agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

- (ii) The Allottee shall be responsible for the payment of the below mentioned Taxes from the date of handing over the physical possession of the Plot to the Allottee and the Project to the association of allottees or the Government Authority, as the case may be:

- (a) 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 Plot 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 Plot within 7 (seven) days from such demand from the Company.

- (b) 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 Plot, Cess or taxes, 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 Plot 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-II**), annexed along with this Agreement which has been approved by the Government Authority, as represented by the Company. The Company shall develop the Project in accordance with the said layout plan/zoning plan.. Subject to the terms in this Agreement, the Company undertakes to abide by such plans approved by the Government Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall have an option to make variations /alterations/ modifications in such plans, in the manner provided under the Real Estate Act.

6. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) The Company shall not make any additions and alterations in the sanctioned plans, layout plans and amenities in respect of the Plot without the previous written consent of the Allottee as per provisions of the Real Estate Act or as per approvals/instructions/guidelines of competent authorities. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate Act or as per approvals/instructions/guidelines of competent authorities.
- (b) The Company shall confirm the final area of the Plot as per approved demarcation cum zoning plan after the development of the plotted area alongwith essential services is complete. The Total Consideration payable for the Plot shall be recalculated upon confirmation by the Company. The Parties hereby agree that in the event of reduction in the area, the Company shall refund the excess amounts paid by the Allottee within 90 days with annual with interest at the rate prescribed in the HRERA Rules, from the date when such excess amount was paid by the Allottee. In case there is an increase in the area of the said Plot, which shall not be more than 5 % of the area of the Plot, same shall be payable by the Allottee on demand by the Company. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
- (c) The Allottee agrees and understands that in case the Company is able to get additional FAR/ density, the Company shall have the sole right to utilize the additional FAR/ density in the manner it may deem fit including but not limited to making additions to the said Plot or making additional plots in and around the land of the Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried in the Project.

7. POSSESSION AND SALE DEED

1.

- (a) Within 60 (sixty) days from the date of receipt of completion of essential services from the concerned Authorities, the Company shall offer the possession of the Plot to the Allottee. Subject to Force Majeure conditions 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 Sale Consideration payable in accordance with Payment Plan, Annexure-III, 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 Unit on or before time granted under the registration by the RERA or such extension thereof as extended by RERA..
- (b) Subject to Clause 7(a) above, in the event the Company fails to offer possession of the Plot to the Allottee within the time lines stipulated in clause 7(a), the Allottee may either:
 - a. Opt for payment of compensation from the Company calculated at the same rate as the Delay Payment Charges over the amount received by the Company till date. The Allottee agrees that the payment of Delay Payment Charges shall be made for every month of delay till the handing over of possession of the Plot and such payment shall be made within 90 (ninety) days of it becoming due. The Company and the Allottee have agreed that the Delay Payment Charges is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights, etc. of whatsoever nature;
 - b. Alternatively, the Allottee may seek termination of this Agreement by written intimation to the Company. In such an event, the Company shall be liable to refund to the Allottee, the actual amounts paid by it along with the Delay Payment Charges (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 90 (ninety) days of it becoming due. No other claim, whatsoever, shall lie against the Company nor be raised otherwise or in any other manner by the Allottee.
- (c) If, however, the offer of possession of the Plot is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation for the period of such delay. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Plot hereunder shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the Allottee within 90(ninety) days from it becoming

due. The Company shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

- (d) The Company shall issue a written notice ("**Possession Notice**") to the Allottee offering possession of the said Plot 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 Plot 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 Plot 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.
- (e) Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the possession of the Plot in accordance with the Possession Notice, the Company shall prepare and get executed a Conveyance Deed to transfer the title of the said Plot 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 Plot to the Allottee.
- (f) Subject to the Applicable Laws and payment of Total Consideration, the Conveyance Deed shall be executed, in favour of the Allottee, within 3 (three) months from the date of offer of possession. 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.

(g) The Allottee agrees that if the Allottee is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the Conveyance Deed in the Allottee's favor till full and final settlement of all dues to the Company including the Delayed Payment Charges is made by the Allottee. The Allottee undertakes to execute the Conveyance Deed within the time stipulated by the Company in its written notice, failing which and subject to clause 16(c) of this Agreement, the Allottee authorizes the Company to cancel the allotment and terminate this Agreement and to forfeit, out of the amounts paid by him, the Earnest Money along with Delay Payment Charges and to refund the balance amount, if any, without any interest in the manner prescribed in this Agreement.

(h) Further, the Company shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent Authority, as the case may be, in accordance with Applicable Laws.

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

8. FAILURE TO TAKE POSSESSION

8.1 In case the Allottee(s) fails to take the possession after making all the payments for the said Plot 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 Rs. 700/- per day plus applicable taxes 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.

8.2. It is made clear and the Allottee(s) agrees that the holding charges 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 Plot 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 the said Plot which the Allottee(s) may allege not to have been carried out or completed in respect thereof.

9. 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 Project/Said Plot subject to the condition that the said Plot shall be free from all encumbrances at the time of execution of the Conveyance Deed.

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

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition or sale or transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the Applicable Laws issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Law.
- (ii) The Company accepts no responsibility in regard to matters specified in Clause 3(i) above. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the Applicable Laws. The Company shall not be responsible towards any third party making payment or remittances on behalf of any Allottee and such third party shall not have any right in the application or allotment of the Plot applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.

11. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

12. TIME IS ESSENCE:

- (i) The Company shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee.
- (ii) The Allottee understands 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 incidental 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. It is further agreed that the Allottee may with the prior approval of the Company raise and/ or avail loan from banks and other housing finance companies for this purpose only.

13. Compensation – The Company shall compensate the Allottee in case of any loss caused to him due to defective title of the Scheduled Land, on which the Project is being developed or has been developed, in the manner as provided under the Real Estate Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any Applicable Laws.

Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the sanctions/approvals and/or any other permission from the Authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee.

14. REPRESENTATIONS AND WARRANTIES:

- (i) The Company hereby represents and warrants to the Allottee as follows:
 - (a) The Company has absolute, clear and marketable title with respect to the Scheduled Land; the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project;
 - (b) The Company has lawful rights and requisite approvals from the Authorities to carry out development of the Project;
 - (c) Save and except as disclosed by the Company at the time of the application submitted to the concerned Authority for the registration of the Project in terms of the Real Estate

Act and the information provided from time to time in terms of Real Estate Act, the Company has not created any encumbrances upon the Scheduled Land or the Project;

- (d) Save and except as disclosed by the Company at the time of the application submitted to the concerned Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of thereof, there are no litigations pending before any court of law or with respect to the Scheduled Land, Project or the Plot against the Company;
- (e) All approvals, licenses and permits issued by the Authorities with respect to the Project, Scheduled Land and Plot 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;
- (f) 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;
- (g) Save as provided in the Agreement, the Company has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Scheduled Land, including the Project and the Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Company confirms that the Company is not restricted in any manner whatsoever from selling the Plot to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the Conveyance Deed the Company shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the Authority, as the case may be;
- (j) The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Scheduled Land;
- (k) The Company has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Taxes and Cesses and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Authorities till the possession of the Plot has been handed over to the Allottee;
- (l) No written notice from the Authority has been received by or served upon the Company in respect of the Scheduled Land and/or the Project;

- (m) The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Authority(ies) and disclosed, except for as provided under Real Estate Act.
- (ii) The Allottee hereby represents and warrants to the Company as follows:
 - (a) The Allottee has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental, regulatory or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.
 - (b) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
 - (c) 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.
 - (d) The Allottee undertakes to join the association of allottees, if any, as may be formed by the Company on behalf of the Plot owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Total Consideration payable by the Allottee herein for the said Plot and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency.
 - (e) The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Project.
 - (f) The Allottee shall be solely responsible for complying with the provisions of the Income Tax Act regarding the deduction of tax at source for property, the value of which is more than Rs. 50 lacs under Section 194A of the Income Tax Act.

15. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the Force Majeure, the Company shall be considered under a condition of default, in the following events:
 - (a) Company fails to provide ready to move in possession of the Plot to the Allottee within the time specified in Clause 6.1 above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Project shall be in a habitable condition which is complete in all respects;
 - (b) Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of Real Estate Act.
- (ii) In case of default by the Company under the conditions listed above in sub clause (i) above, the Allottee shall be entitled to the following:
 - (a) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
 - (b) The Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee along with Delay Payment Charges within 90 (Ninety) days of receiving the termination notice from the Allottee.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the Agreement, the Company shall pay to the Allottee the Delay Payment Charges for every month of delay till the handing over of the possession of the Plot within 90 (Ninety) days of it becoming due.
- (iii) The Allottee shall be considered under a condition of default, in the following events:
 - (a) 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;
 - (b) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee to the Company, for any reason whatsoever;

- (c) 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;
 - (d) Allottee fails to take possession of the Plot, within the time provided in Clause 6.1(ii) above;
 - (e) Failure to pay any Taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
 - (f) Any other breach of a provision under this Agreement by the Allottee.
- (iv) In case of an event of default committed by an Allottee in terms of sub clause (iii) above, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):
- (a) The Allottee shall be liable to pay Delay Payment Charges for the period of delay.

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.

- (b) The Company shall be entitled, at its sole discretion, to cancel this Agreement and allotment thereof of the Plot, after giving 2 consecutive notices of 15 days each and a final notice giving 30 days time thereby giving the Allottee to rectify their default in terms of sub clause (iii) above.

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 Plot, the Allottee shall have no lien or claim on the Plot and the Company will be entitled to sell, convey or transfer the Plot to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Plot 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.

16. MAINTENANCE OF THE PLOT / PROJECT:

- (i) The Company shall be responsible to provide and maintain essential services in the Project/Residential Plotted Colony till the taking over of the maintenance of the Project/

Residential Plotted Colony by the association of allottees. The cost of such maintenance has been included in the Total Consideration of the Plot. In the event the aforesaid association of allottees is not formed, then till the formation of such association, the Maintenance Charges will be paid by the Allottee from the handing over of possession of the Plot.

- (ii) The Allottee further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Project, its Common Areas and such other facilities forming part of the Project. Further, the Allottee agrees and undertakes to pay in advance, along with the last installment specified under Payment Plan, advance maintenance charges (AMC) equivalent to Maintenance Charges for a period of 12 months or as maybe decided by the Company / Maintenance Agency at its discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.
- (iii) In addition to the payment of the AMC to be paid by the Allottee, the Allottee agrees and undertakes to pay IFMS as and when demanded by the Company/Maintenance Agency.
- (iv) The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement that will be executed at the time of offer of possession of the Plot and to pay promptly all such demands, bills, and charges as may be raised by the Maintenance Agency from time to time.
- (v) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (vi) The Allottee agrees and undertakes that in case due to rise in cost of maintenance there is any shortfall in the amount of AMC, then such excess charge shall be paid by the Allottee on actuals as raised in the maintenance bills by the Company/ Maintenance Agency from the date of intimation for possession on pro-rata basis irrespective of whether the Allottee is in actual physical possession of the Plot or not. In order to secure due performance by the Allottee in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company IFMS, as applicable. In the event the Allottee fails and or neglects to pay the maintenance bill, other charges on or before the due date, then in such an event the Allottee shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Company shall also have the right to adjust unpaid amount against maintenance bills out of the security deposit. The Company shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.

- (vii) The scope of maintenance and general upkeep within the Project shall broadly include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, sewerage, street lighting, water supply, general watch, security and such other services within the Project.
- (viii) In case of the failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Company to deny him/her the right to avail the maintenance services authorizes the Company to adjust the principal amount of the IFMS against such defaults in the payments of the maintenance bills. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum, the Allottee further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company, failing which it shall be treated as an event of default by the Allottee. It is further clarified and agreed and acknowledged by the Allottee that the Company shall always have the right to set off any payment or dues, due and payable by the Company to the Allottee from the IFMS. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Company shall have the first charge/lien on the Plot in respect of such non-payment of shortfall/increases as the case may be.

17. RIGHT TO ENTER THE PLOT:

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

18. PERMITTED USE:

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

19. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT/PROJECT:

- (i) Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or Plot, which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Plot.
- (ii) The Allottee further undertakes, that the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages.
- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the association of allottees and/or Maintenance Agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The electricity, water and sewer connection charges and security deposit (if any) shall be borne and paid by the Allottee. The Allottee undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of the electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the said Plot.
- (iv) The Allottee agrees and undertakes to pay all such amounts, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Project as demanded by the Company and/or the Maintenance Agency from time to time. Subject to the forgoing, the Allottee shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to the State Electricity Board or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Maintenance Agency

The Allottee in his/her interest agrees to help the Maintenance Agency in effectively keeping the Plot / 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. Provision of such entry regulation would not create any liability of any kind upon the Company/ Maintenance Agency for any mishaps caused by any miscreants.

- (v) The Allottee undertakes and confirms to carry on construction on the Plot strictly in accordance with the building bye-laws and rules as prescribed by the competent Authorities from time to time and in force. The Allottee further undertakes to follow the relevant municipal bye-laws if any and rules as may be applicable from time to time over the Project.
- (vi) The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits from concerned Authorities and/or third parties for the same on the Plot at the

Allottee's sole costs and expenses. For this purpose, the Allottee undertakes to abide by all rules, bye-laws, notifications, circulars of the local Authorities and shall conform, abide by and adhere to the same at all times. If the Allottee fails to adhere to any such Applicable Laws prescribed in this regard, then the Allottee shall be solely held liable and responsible for any such violations and the Company shall not be held liable in this regard in any manner whatsoever. The Allottee shall keep the Company fully indemnified in this regard.

- (vii) For the intents and purposes of developing the Project in a time bound manner, the Allottee shall commence construction of the house on the said Plot within 4 years from execution of the Conveyance Deed and/or in accordance with the provisions of the byelaws of the state government/Authority, pursuant to the handover of the said Plot to the Allottee. In case the Allottee fails and or neglects to commence construction within the stipulated period, the Company shall be entitled, but not obligated, to resume the Plot, refund the amounts paid by the Allottee without any interest after deducting an amount equivalent to 10% of the Total Consideration. Thereafter, the Company shall have the right to reallocate the said Plot. The said covenant shall survive the execution of the Conveyance Deed.
- (viii) The Allottee undertakes and agrees that the development of the Plot and construction on the Plot shall be carried out strictly in accordance with the plans/nomenclature prepared by the Company in accordance with the government approved zoning plan and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame and boundary walls, colour scheme of the outer walls or painting of the exterior side of the windows, or design etc.) of the building constructed by Allottee on the Plot shall be in accordance with the guidelines if any, provided by the Company to the Allottee in this regard, which shall be scrupulously followed by the Allottee. The Allottee agrees and undertakes not to divide the Plot into two or more Plots or into self-contained flats and further not to cause or permit or suffer to be done upon the Plot, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighbouring plots/property and the community as a whole.
- (ix) The Allottee agrees and understands that the Allottee shall abide by the community rules and regulations ("**Community Rules and Regulations**") for the residents and visitors to the residential colony made by the Company from time to time, which the Company may, from time to time, amend in its sole and absolute discretion. The Community Rules and Regulations shall be made available by the Company at the time of possession of the Plot to the Allottee and shall be binding on all the allottee(s) in the Project. The Company shall have a right to from time to time amend and update the Community Rules and Regulations. It shall be obligatory for all the Allottee to abide by the Community Rules and Regulations which are incorporated as part and parcel of this Agreement. In the event that the Allottee infringes or violates any of the Community Rules or Regulations, the Company shall at its sole discretion have a right to impose such restrictions and take whatever remedial action that the Company may at its sole discretion think fit in the circumstances of the infringement or violation.

- (x) The Allottee agrees and undertakes to grant the right of entry to the Project manager or to any other person authorized by the Company in the event of any emergency situation originating from or threatening the Plot or any building thereon whether the Allottee is present at the time or not, at the spot. The Allottee must strictly obey and comply with the Community Rules and Regulations framed by the Company/Maintenance Agency with respect to regulating of entry and exit and the ingress and egress from the Project of the Allottee(s), family members, visitors, employees agents, etc. or any other person as the same are necessary for the proper security of the Project and of the residents of Project.
- (xi) The Allottee undertakes to join the association of owners as may be formed by the Company on behalf of the Plot owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose. The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Project.

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

The Parties are entering into this Agreement for the allotment of the Plot with the full knowledge of all Applicable Laws, applicable to the Project.

21. ADDITIONAL CONSTRUCTIONS:

The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan, amenities and facilities has been approved by the Authority(ies) and disclosed, except for as provided under Real Estate Act.

22. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE:

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 Project subject to the condition that the said Plot shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee..

23. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY:

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

24. ASSIGNMENT:

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

25. COMPLIANCE WITH THE ACT:

The Company has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Act. The Company hereby agrees to be in compliance of various Applicable Laws, as applicable in the State of Haryana.

26. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Company. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Earnest Money shall be returned to the Allottee without any interest or compensation whatsoever. If, however, the Allottee, after being given opportunity to rectify the default does not come forward or is incapable of executing the same, then in such a case, the Company shall have the option to cancel the allotment and forfeit the Earnest Money.

27. ENTIRE AGREEMENT:

- a. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Plot. This Agreement or any provision hereof cannot be orally changed, terminated or waived.
- b. The Parties have agreed to Special Terms for the purchase of the Unit by way of special schemes benefiting the Allottee. The terms and conditions of the schemes (if any) shall be set out in Schedule 1 which shall form an integral part of this Agreement. All other terms and conditions in this Agreement (read with all and any annexure, amendments, thereto) shall remain in full force and effect and the Special Terms apply mutatis mutandis to this Agreement and is amended only to the extent specifically set forth therein. In case of any conflict between the provisions of the Buyers Agreement and this Schedule, the provisions of Schedule shall supersede and prevail.

28. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT/ ALLOTTEES:

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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

30. WAIVER NOT A LIMITATION TO ENFORCE:

- (i) The Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the Delayed Payment Charges. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Allottees.
- (ii) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

31. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the area of the Plot bears to the total area of all the plots in the Project.

33. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

34. 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 Gurgaon (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Gurgaon..

35. NOTICES:

- (i) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:
- (a) upon delivery, in case of hand delivery of the notice;
 - (b) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
 - (c) on the 5th (fifth) working day following the day on which the notice is sent by registered mail, postage prepaid; or
 - (d) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.
- (ii) The notice details of each of the Parties for the purposes of this Agreement:

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

- (iii) It shall be the duty of the Allottee and the Company to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Company or the Allottee, as the case may be.

36. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

37. INDEMNIFICATION:

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

38. COUNTERPARTS:

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

39. GOVERNING LAW AND DISPUTE RESOLUTION:

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

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

40. SAVINGS:

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

[Execution page follows]

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

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

Passport Size Photograph (First/Sole- Allottee)	Passport Size Photograph (Second- Allottee)	Passport Size Photograph (Third- Allottee)
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Signature (of the first /Sole Allottee):	Signature (of the Second Allottee):	Signature (of the Third Allottee):
Name:	Name:	Name

Signed and Delivered by the within named Company in the presence of witness at Gurgaon on [●]

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

For and on behalf of Land Owners
Name:
Signature:

Designation:

Allottees

**SCHEDULE I
SPECIAL TERMS**

ANNEXURE – I

LAND DETAILS

ANNEXURE - II

LAYOUT PLAN

ANNEXURE - III

PAYMENT PLAN/SCHEDULE OF PAYMENT

ANNEXURE – IV

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 Villa Buyer's Agreement with Emaar MGF Land Limited to purchase an Villa 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

