

Ref No: \_\_\_\_\_

Printed on : \_\_\_\_\_

Customer ID: \_\_\_\_\_

**RERA Registration No:** \_\_\_\_\_

Name and address of Allottee \_\_\_\_\_

**Subject: Allotment of Unit No. \_\_\_\_\_ at \_\_\_\_\_, Sector - \_\_\_\_\_, Gurgaon, Haryana.**

Dear Mr./Mrs. \_\_\_\_\_,

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

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

Project \_\_\_\_\_, Gurgaon, Haryana

Unit Details \_\_\_\_\_

Size \_\_\_\_\_ sq. mts ( \_\_\_\_\_ SFT)

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

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

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



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

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

Sr. No.	Particulars	Due Date	Balance Payable
1			
2			
<b>TOTAL PAYABLE</b>			

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

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

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

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

#### Details to Pay Online via e-Services:

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

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

#### Remit via RTGS:

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

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

Address of Bank		
IFSC CODE		
SWIFT CODE		

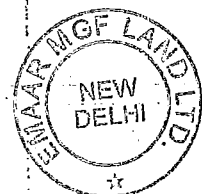
Once your remittance is made, please send the following information to [feedback@emaarmgf.com](mailto:feedback@emaarmgf.com)

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

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

for, Emaar MGF Land Limited

Authorized Signatory



**Current Demand Details<sup>1</sup>:**

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

**Advance Collection Details:**

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

**Note:**

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

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

"[https://www.tin-nsdl.com/download/TDS/eTutorial\\_TDS%20on%20property\\_etax-immediately.pdf](https://www.tin-nsdl.com/download/TDS/eTutorial_TDS%20on%20property_etax-immediately.pdf)" for help on making a TDS payment.

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

- Details of your PAN card is under.

Applicant(s) Name	PAN

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

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





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

- (i) Kindly sign along with joint Allottee(s), if any, at all places marked (x) in the Agreement including all Annexures.
- (ii) Kindly paste at the place provided, color photographs including of all joint Allottee(s) and sign across the photographs.
- (iii) All the two (2) signed copies of the Apartment Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery/courier only within the time stipulated in this Agreement.
- (iv) Kindly sign next to the tentative typical apartment plan in Annexure VI, as applied by you.
- (v) Witnesses signatures to be done only on page 30.



Space for stamping

Unit No. : UNIT  
Floor : FLOOR  
Total Consideration : Rs. TOTAL\_CONSIDERATION/-

#### BUYER'S AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, ("Buyer's Agreement")

*By and Between*

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

And

i

e

i (i) Customer\_Name, Relation resident of Adresse

ii(ii) Cp\_Co\_Owner ee

ii(iii) Cp\_Co\_Owner ee

i(hereinafter Singly/Jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, administrators, executors successors & permitted assigns) of the Other Partei Customer\_Name, a company incorporated under the Companies Act, 1956 having its registered office at Address through its Relation authorized signatory who has been duly empowered vide board resolution dated -----(hereinafter jointly and severally, as the case may be, being the Allottee(s) of the Independent Floor hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, administrators, executors successors & permitted assigns) of the Other Part. e

AND

**M/s Robin Software Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at A- 1, Udyog Nagar, New Rohtak Road, Peeragarhi, New Delhi, M/s Neemrana Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at A- 1, Udyog Nagar, New Rohtak Road, Peeragarhi, New Delhi and **Shri Sanjay Passi S/o Sh. B. L. Passi R/o 57, Golf Links, New Delhi - 110 001** (hereinafter collectively referred to as "**The Land Owners**") which expression

X

2





shall be deemed to mean and include its administrators, executors, legal heirs, successors and permitted assigns, as the party of the Third Part;

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

## WHEREAS

- A. The Company has conceived, planned and is in the process of constructing and developing a group housing colony known as "PROPERTY\_NAME" (hereinafter referred to as "**Project**") which *inter-alia* comprises of multistoried apartments, villas, floors, penthouses, car parking spaces, recreational facilities, landscaped gardens etc, to be developed on a piece and parcel of land bearing khasra no. as more specifically delineated in Part A of **Annexure- 1** hereof, admeasuring 24.477 acres (approximately), which may be subsequently increased, situated in the revenue estate of village Shikohpur, Tehsil & District Gurgaon within the boundaries of the Sector 77, Urban Estate, Haryana (hereinafter referred to as "**Scheduled Land**").
- B. The Scheduled Land belongs to the Land Owners the details of which along-with their land holdings are set out more specifically in **Annexure - 1**.
- C. The Company has entered into a development agreement dated September 23, 2006 with the Land Owners (hereinafter referred to as "**Development Agreement**") for the development of the Project on the Scheduled Land. Subsequent thereto, the Land Owners handed over the absolute possession of the Scheduled Land to the Company to develop the Project on the Scheduled Land as per the terms and conditions contained therein.
- D. The Director, Town and Country Planning, Government of Haryana, / District Town Planner, Gurgaon (hereinafter referred to as "**DTCP/ DTP**") has granted license bearing No. 56 dated 31.08.2009 (hereinafter referred to as "**License**") under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 to develop the Project.
- E. The Allottee(s) has been intimated that though the Project has various components including villas, and apartments etc. this Agreement shall be confined and limited in its scope to one such Unit in the building proposed to be constructed on the piece and parcel of the land admeasuring 24.477 acres (approximately) (hereinafter referred to as "**Building**") in accordance with the building plan(s) to be approved by DTCP, Haryana /DTP, Gurgaon in the Project. The Allottee(s) further understands that the Super Area (defined below) of the Unit may stand modified in future depending upon directions / approvals to be received from DTCP, Haryana/DTP, Gurgaon.
- F. Thereafter, Allottee(s) have/has vide his/her/their/its application dated REGISTRATION DATE ("**Application**") applied for registration/provisional allotment of a Unit in the Building. The Allottee has/have understood and has/have agreed to abide by the terms and conditions as set out in Schedule appended to the said Application for the provisional allotment by sale of the residential Unit in the Building which *inter alia* includes the execution and signing of this Buyer's Agreement.
- G. Pursuant to receipt of the Application by the Company and upon completion of all procedural formalities, the Company has provisionally allotted a residential unit (hereinafter referred to as the "**Unit**") for such consideration as described in detail hereinafter. The Allottee(s) agrees and understands that the Super Area provisionally allotted to him/her/them is/are tentative and is/are subject to change as contemplated in this Buyer's Agreement till the grant of occupation certificate by the competent authority.



- H. The Company and the Allottee(s) are now desirous of entering into this Buyer's Agreement for recording their mutual understanding for the sale and purchase of the Unit upon such terms and conditions as contained herein.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

**1. SALE OF UNIT AND RIGHTS THERETO**

**1.1 Description of the Unit**

- (a) In consideration of the Allottee(s) complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payments of the sale price as per the Schedule of Payments as annexed hereto in **Annexure- 3**, the Company hereby agrees to sell, convey and transfer and the Allottee(s) hereby agrees to purchase and receive the Unit bearing no. UNIT, located on floor FLOOR situated in block/Building no. TOWER having a Super Area of SQMT sq. mtrs. (in ASSIGNABLE AREA sq. ft.) (approx.), calculated in the ratio where the Super Area of the Floor bears to the total Super Area of all the units in the said Building/towers. The Allottee(s) understands that he/she only has the right to use the Common Areas within the said Project which shall be harmoniously used along with other occupants in the said Project without causing any inconvenience or hindrance to them. The Allottee(s) shall have an exclusive right to use the car parking space, paid for by the Allottee and as may be earmarked by the Company.
- (b) It is clarified that though not forming part of computation of Super Area and/or Common Area and common amenities for which the price is charged, the Allottee(s) shall be entitled to ownership of the impartible and undivided proportionate share in the land underneath the said Building in which the Unit is located and to no other land comprised in the Project.
- (c) All other land(s), areas, facilities and amenities, except those specified in this Agreement which falls to the share of the Allottee(s), are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that it shall not be permitted and/or entitled to any ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities except to the extent of using only such general commonly used areas and facilities within the Project limited to and precisely listed in **Annexure - 5** subject however, to the timely payment of maintenance charges by the Allottee(s). Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of Super Area for calculating the Total Consideration and therefore, the Allottee(s) has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), 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.
- (d) It is clarified that the roof of the said Building shall be clearly demarcated and earmarked for the exclusive right to use of the Allottee(s) occupying the top floor in the Project on one side of the roof and for the use of all other allottees on the other side of the roof. The Allottee(s) occupying the top floor hereby undertakes and confirms not to raise any construction, whether temporary or permanent, on the demarcated portion of the roof under his/her exclusive use. Provided however, certain areas are earmarked for the use for the construction of the water tanks, solar panels and common amenities/facilities etc. as required by law and can be accessed by the allottee(s) of all the floors strictly for the purpose of maintenance and repair of such common amenities/facilities and not for any other purpose.



## 1.2 Sale Price for Sale of Unit

### (a) Sale Price

- (i) The sale price of the Unit ("**Total Consideration**") payable by the Allottee(s) to the Company includes the basic sale price ("**Basic Sale Price/BSF**") of Rs. BASIC/-, cost towards covered car park of Rs. CP\_CAR\_PARK\_AMT/-, External Development Charges ("**EDC**") of Rs. CP\_EDC/-, Infrastructure Development Charges ("**IDC**") of Rs. CP\_IDC/- and applicable PLC of Rs. PLC\_AMT/-. The Allottee(s) undertakes and acknowledges that the payment for EDC and IDC aggregating to a sum of Rs. EDC\_IDC\_AMT/- shall be payable by way of separate cheque in favour of "**Emaar MGF Land Limited, Palm Hills EDC/IDC A/c.**" which shall be deposited in a specifically designated account opened for the purpose of deposit of EDC/IDC. In the event, the Allottee(s) opts for additional car parking space, subject to the availability, the same shall be made available at an additional sum of Rs.150000/-, which shall be added to the Total Consideration, at the time of raising of the demand notice for payment as per Schedule of Payment. Save as aforesaid, the Allottee(s) understands that the Total Consideration does not include any other charges, as reserved in this Buyer's Agreement and the Allottee(s) shall be under an obligation to pay such additional cost as may be intimated to him by the Company, from time to time. The Allottee(s) specifically understands that time is the essence with respect to the Allottee(s)' obligations and 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(s) agrees that the payments on due dates as set out in **Annexure - 3** shall be made promptly.
- (ii) The Total Consideration includes the proportionate cost of fire fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2005, and any subsequent amendments thereof or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred thereon in proportion to the Super Area of his/her/their/its Floor to the total Super Area of all the floors in the said Building as determined by the Company.

### (b) Payment Plan

The Allottee(s) agrees and undertakes to pay the balance amount of the Total Consideration strictly in accordance with the payment plan detailed in "**Schedule of Payment**" annexed hereto at **Annexure - 3** hereto. In the event the Allottee(s) fails, neglects and/or delays the payment of installments then, notwithstanding the right of the Company to cancel such allotment at its sole discretion at any time after such default in such payment occurs, the Company at its sole option and discretion, without prejudice to any other rights provided to it under this Agreement, waive such failures, neglects and/or delays in the payment of installments but on the condition that the Allottee(s) shall pay interest on the installment due, in addition to the installment due, to be calculated from the due date of outstanding installment charge simple interest @ 24% per annum till the date on which such installment is paid by the Allottee(s) to the Company. It is made clear and so agreed by the Allottee(s) that the exercise of such discretion to waive such failures, neglects and/or delays in the payment of installments by any one allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in case of other allottee(s).

In case of delay in making payment by the Allottee(s) to the Company as per the Schedule of Payments as stated in **Annexure- 3**, the Company shall have the right to terminate the Agreement and forfeit the Earnest Money. The Company shall also be entitled to charge simple interest @ 24% p.a. at the time of



every succeeding installment from the due date of installment, as per the Schedule of Payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate this Agreement and enforce all the payments and seek specific performance of this Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Allottee(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Allottee(s) to the satisfaction of the Company.

**(c) Adjustment of Installments**

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

**(d) Preferential Location Charges**

- (i) The proportionate amount of the preferential location charges ('PLC') for certain units in the Project which *inter alia* would be charged for green facing at the total cost of CP\_AMOUNT/- CF\_PLC, and if the Allottee(s) opts for any such Unit, the PLC for the same shall be included in the Total Consideration payable by the Allottee(s) as set out in clause 1.2 (a)(i) above for the said Unit.
- (ii) The Allottee(s) understands that if due to change in layout plan, the location of any Unit, whether preferentially located or otherwise is changed to any other preferential location, where the PLC are higher than the rate as mentioned hereinabove, then in such a case the Allottee(s) shall be liable to pay the PLC as per the revised PLC decided by the Company within thirty (30) days of any such communication received by the Allottee(s) in this regard. However, if due to the change in the layout plan the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Allottee(s) without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment for the Unit.

**(e) External Development Charges ('EDC')**

The Allottee understands and acknowledges that since the Super Area, building plans, floor plans and specifications in the Project is tentative as on the date of execution hereof, the charges payable towards EDC shall be tentative and the differential amount shall be recoverable from the Allottee at a later stage. Notwithstanding anything contained herein, in case of any upward revision in the External Development Charges levied by whatever name called or in whatever form and with all such conditions imposed by the Government agencies/authorities in future, the same shall also be recovered from the Allottee(s) on pro-rata basis within thirty (30) days of the receipt of any such communication. It is further clarified and the Allottee(s) agrees that in the event of the EDC being raised/charged further on the Company by the competent authorities, then such further/additional EDC shall be payable by the Allottee(s) to the Company on pro-rata basis.

**(f) Infrastructure Development Charges ('IDC')**

The Allottee understands and acknowledges that since the Super Area, building plans, floor plans and specifications in the Project is tentative as on the date of execution hereof, the charges payable towards



Infrastructure Development Charges shall be tentative and the differential amount shall be recoverable from the Allottee at a later stage. Notwithstanding anything contained herein, in case of any upward revision in the IDC levied by whatever name called or in whatever form and with all such conditions imposed by the Government agencies/authorities in future, the same shall also be recovered from the Allottee(s) on pro-rata basis within thirty (30) days of the receipt of any such communication. It is further clarified and the Allottee(s) agrees that in the event of the IDC being raised/charged further on the Company by the competent authorities, then such further /additional IDC shall be payable by the Allottee(s) to the Company on pro-rata basis.

**(g) Super Area**

It is made clear that the Super Area of the Unit as defined in **Annexure- 4** is tentative and is subject to change till the completion of construction of the Project. The Total Consideration payable shall be recalculated upon confirmation by the Company of the final Super Area of the said Unit and any increase or reduction in the Super Area of the said Unit shall be payable or refundable, without any interest, in the proportionate ratio of the BSP & PLC to the Super Area being conveyed/ at the same rate per square feet as agreed herein above. If there shall be an increase in Super Area, the Allottee(s) agrees and undertakes to pay for the increase in Super Area immediately on demand by the Company and if there shall be a reduction in the Super Area, then the refundable amount due to the Allottee(s) shall be adjusted by the Company from the final installment as set forth in the Schedule of Payments appended in **Annexure - 3**.

**(h) Earnest Money**

- (i) The Allottee(s) understands and agrees that the payment of earnest money is to ensure the fulfillment of terms and condition of the Agreement. Out of the amount(s) paid/ payable by Allottee(s) towards the Total Consideration, the Company shall treat 15% of the Total Consideration as earnest money (hereinafter referred to as the "**Earnest Money**") to ensure fulfillment of the terms and conditions as contained in this Agreement, by the Allottee(s).
- (ii) The Allottee(s) hereby agrees that the Company shall have the right to forfeit out of the amounts paid/payable by him/her/them/it, the Earnest Money with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Company to the brokers (in case of booking done through a broker) in the event of the failure of the Allottee(s) to perform his/her/their obligations or non-fulfillment of all/any of the terms and conditions set out in this Agreement executed by the Allottee(s) or in the event of failure of the Allottee(s) to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company.
- (iii) The Allottee(s) agrees that the conditions for forfeiture as stated in sub clause (ii) hereinabove shall remain valid and effective till the execution and registration of the Sale Deed for the said Unit and that the Allottee(s) hereby authorizes the Company to effect such forfeiture without any notice to the Allottee(s).

**1.3 Parking Space**

- (a) The Allottee(s) agrees and understands that the exclusively reserved car parking space assigned to the Allottee(s) shall be understood to be together with the Unit and the same shall not have any independent legal entity detached or independent from the said Unit. The Allottee(s) undertakes not to sell/ transfer/ deal with such exclusive reserved car parking space independent of the said Unit. In case the Allottee(s) has/have applied for and has been allotted an additional parking space, subject to availability, the same



shall also be subject to this condition. However, such additional parking space can only be transferred to any other allottee in the Building/Project.

- (b) The Allottee(s) undertakes to park his/her/their/its vehicle in the allotted car parking space and nowhere else in the Project.
- (c) The Allottee(s) agrees and understands that the reserved car parking spaces or any un-allotted car parking spaces in the Project shall form part of Common Areas and facilities of the said Unit for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act, 1983 ("Act") as amended from time to time. The Allottee(s) agrees and confirms that the reserved car parking space allotted to him/her/them/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Unit under any of the provisions of this Agreement or otherwise.

## 2. COSTS & EXPENSES

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

## 3. CLUB MEMBERSHIP REGISTRATION CHARGES

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

## 4. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) The Company shall have the right to effect and/or carry out such additions, alterations, deletions and modifications, as the Company may, at its sole option and discretion, consider necessary or as directed by any competent authority and/or the architect at any time even after the Building plans for the Unit(s) are sanctioned and till the grant of an occupation certificate, to which the Allottee(s) hereby consents and shall raise no objection. Such changes may include but shall not be limited to change in the Building plan(s) of the Buildings/Unit, floor plans, location, preferential location, number, increase or



decrease in number of apartment, block or Super Area of the Unit, designs and specifications annexed in **Annexure - 7..**

- (b) If as a result of such changes, alterations, modifications etc. there is any change in the location, preferential location, number, boundary or Super Area of the Unit, the Company shall intimate the same to the Allottee(s) who shall not raise any objection to the same.
- (c) In case of any alteration / modification resulting in more than 10% increase or decrease in Super Area of the Unit /Building in the sole opinion of the Company any time prior to and upon the grant of occupation certificate, the Company shall intimate the Allottee(s) in writing of such increase or decrease in Super Area thereof and the resultant change, if any, in the Total Consideration of the Unit. The Allottee(s) agrees that in the event of such increase or decrease in Super Area, if the Allottee(s) has any objection to the same, the Allottee(s) shall intimate the same to the Company within thirty (30) days of the date dispatch of such notice by the Company, failing which the Allottee(s) shall be deemed to have given his/her absolute consent to such increase or decrease in Super Area and/or any alterations/modifications and for payments, if any, to be paid in consequence thereof. However, in case of such increase or decrease in Super Area, if any demand is made for refund of the monies deposited by the Allottee(s) towards the Unit booked by Allottee(s) with the Company, then in such case this Agreement shall be cancelled without any further notice and the Company shall refund the money received from the Allottee(s) within thirty (30) days from further sale of the Unit to any third party. On payment of money after making deductions of Earnest Money, the Company and/ or the Allottee(s) shall be released and discharged from all their obligations and liabilities under this Agreement. It being specifically agreed that irrespective of any outstanding amount payable by the Company to the Allottee(s), the Allottee(s) shall have no right, lien or charge on the Unit in respect of which refund as contemplated by this clause is payable.
- (d) In case of any alteration/modification resulting in less than 10% increase in Super Area, then in such an event, the Company shall not be obliged to take any consent from the Allottee(s). The Allottee(s) agrees and acknowledges that he/she/they/it shall be obliged to make payments for such increase in area within thirty (30) days of the date dispatch of such notice by the Company.
- (e) In case of any alteration/modification resulting in less than 10% decrease in Super Area, then in such an event, the Company shall not be obliged to take any consent from the Allottee(s). The excess amount towards the Total Consideration shall be adjusted by the Company at the time of final accounting before giving possession to Allottee(s). The Allottee(s) agrees and acknowledges that the Company shall not be obliged to pay any interest in this regard.
- (f) The Company shall have right, without approval of any Allottee(s) in the Project to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold unit within the Project and the Allottee(s) agrees not to raise objections or make any claims on this account on which the Company shall be entitled to dispose off in any manner, without any interference whatsoever on the part of the Allottee(s).

## **5. SALE DEED**

The sale deed ("**Sale Deed**") shall be executed and get registered in favor of the Allottee(s) within six months from the date of receipt of occupation certificate, Total Consideration, PLC, additional EDC, and additional IDC, if any, late payment charges, interest and other charges and subject to compliances of all other terms and condition of this Buyer's Agreement by the Allottee(s). The cost of stamp duty, registration charges and other incidental charges and expenses will be borne by the Allottee in addition to the Total Consideration of the Unit, as and when demanded by the Company. The Allottee(s) may with the prior approval of the Company raise and or avail loan from banks and other housing finance



companies for this purpose only. The Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Unit or excuse the Allottee(s) from making the payment of the Total Consideration of the said Unit or performing all the Allottee(s)' other obligations hereunder or be the basis of any claim against or liability of the Company, provided that at the time of the execution of the Sale Deed of the said Unit, it shall be free and clear of all encumbrances, lien and charges whatsoever.

**6. LOAN/FINANCE**

The Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the said Unit/Building/Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of Sale Deed. The Company/ Financial Institution/ Bank shall always have the first charge on the said Unit for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company.

**7. REPRESENTATIONS & WARRANTIES OF THE COMPANY**

- (a) The Company has represented that it is entitled to transfer the right, title and interest in the Unit, constructed or to be constructed thereon by way of sale, lease, conveyance, mortgage, and/or handing over possession including but not limited to executing all documents such as sale letters, sale deed, conveyance deed etc. in favour of the intending purchasers/ Allottee(s).
- (b) The Company has represented and the Allottee(s) has/have specifically agreed and acknowledged that the Company is in the process of obtaining consent and approval in respect of the building plan(s) from DTCP, Haryana/DTP, Gurgaon. The Company has represented and the Allottee(s) has specifically agreed and acknowledged that the performance, by the Company, of its obligation under this Agreement is contingent upon the approval being subsequently maintained and remaining valid and any subsequent amendments, additions, alterations and modifications in the building plan(s), as may be made by or at instance of the relevant authorities and/or the Company and approved by the DTCP/DTP, from time to time.
- (c) The Company has represented and clarified to the Allottee(s) that the building plan(s) and the floor plan(s) have been prepared on the basis of the guidelines issued by the DTCP /DTP / Haryana Urban Development Authority ('HUDA') and while preparing the building plans and the floor plans, all the essential requirements have been complied with. However, in case the DTCP / DTP or HUDA or the State government authorities direct to make any additions or alterations, the Company shall carry out the same in accordance with law.
- (d) The Company herein represents and warrants that it is competent to execute this Buyer's Agreement.

**8. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)**

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

- (a) The Allottee(s) has read and understood the Act and its implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee(s) is in full consensus with the





provisions of this Agreement in relation to the Act and shall at all times comply with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

- (b) The Allottee(s) shall have the exclusive ownership and possession of the said Unit along with the undivided proportionate share in the land underneath the Building in which the Unit is located, user interest in the Common Areas within the said Building only (as defined in **Annexure -5**) and other common facilities/amenities, if any, of the said Project. The Allottee will have no right to claim or bring about any action for the division or partition of the Common Areas within the said Building/Project at any time which shall for ever remain impartible / indivisible. As the interest of the Allottee(s) in the Common Areas is undivided and cannot be partitioned this would require him/her to use the Common Areas, within the said Building/ Project, harmoniously along with other occupants in the said Building/Project without causing any inconvenience or hindrance to them. It is abundantly clear that the Allottee(s) has understood that he/she shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the Project except the Common Area within the Building only. The Allottee(s) hereby undertakes not to raise any construction whether temporary or permanent on the rear/front balcony/lawn/rooftop/terrace under his/her/it use.
- (c) The Allottee(s) has understood that the Company may transfer and convey its rights, title and interest in the any portion of the Common Area in the Building and all common amenities and facilities in the Project, in favor of any co-operative society/association/society of allottee(s)/limited company/Allottee(s), to be formed for the common interest of all the intending purchasers of any Unit/Buildings in the Project, in accordance with the Act and the rules framed there-under, as and when the same are made applicable to the Unit/Building or provision of any other law that may be applicable to the Unit/Building.
- (d) The Allottee(s) shall become a member of any association/society of Allottee(s) as may be formed by the Company on behalf of Allottee(s) as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (e) The Allottee(s) shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in allotment of the said Unit until all the dues or charges payable to the Company are fully paid and a Sale Deed has been executed in his/her/their/its favor. The Allottee(s) is/are, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Allottee(s) shall pay to the Company transfer charges, as applicable from time to time in respect of such substitutions or nominations.
- (f) The Allottee(s) understands that performance by the Company of its obligations under this Agreement is subject to approval of the building plan(s) by the DTCP / DTP and such other related departments and/or competent authorities and any subsequent amendments thereof and any additions, alterations or modifications, subsequent amendments, etc., in the plans, as may be made by the Company, and approved by the DTCP / DTP.
- (g) Allottee(s) has full knowledge of the applicable laws, notifications, statutes, rules and regulations applicable to the Scheduled Land and/ or the Building/Project. He/she/they/it has/have inspected all the approvals, permissions, sanctions, licenses, tentative building plan(s), granted by DTCP / DTP and by such other competent authorities and/or related department in favor of the Company and ownership record in respect of the Scheduled Land, and all such documents relating to the rights and title of the Company to construct the Unit in the Building and have fully satisfied themselves about the rights, title and interest of the Land Owners and also the Company's rights to develop the Project and enter into this Agreement. The Allottee(s) further acknowledges that the Company has readily provided all information/clarification



required by them in this regard. The Allottee(s) further agrees that they shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter. The Allottee(s) has also perused and is fully satisfied with the maintenance services to be provided to them which are mentioned in the draft tripartite maintenance agreement ("**Tripartite Maintenance Agreement**") annexed hereto as **Annexure - 9**, required to be executed between the Allottee, the Company and the Maintenance Agency, at the time of taking possession of the said Unit.

- (h) Allottee(s) is aware of the terms and conditions contained in this Agreement and that he/she/they/it has/have clearly read and understood his/her/their/its rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertake to abide by and adhere to the same at all times.
- (i) Allottee(s) confirms that he/she/they/it has not relied upon and is/are not influenced by any architects plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Unit or the size or dimensions of the Unit or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities/amenities to be made available to the Allottee(s), or any other data except as specifically represented in this Agreement.
- (j) Allottee(s) is entering into this Agreement for the allotment of the Unit with the full knowledge of all applicable laws, rules, regulations and notifications to the Project and hereby undertake to comply with and carry out, from time to time after they have taken over for occupation and use the said Unit all the requirements, requisitions and demands which are required to be complied with by any Development Authority/ Municipal Authority/ government or any other Competent Authority in respect of the said Unit, Project and/or Scheduled Land on which the Building/Project is situated at his/her/their/its own cost. The Allottee(s) shall at all times indemnify and keep and hold the Company and its directors/employees/associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (k) If the Allottee(s) is/are non-resident Indian or a foreign national of Indian origin then it shall be his /her/their/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and/or guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Allottee(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Allottee(s) shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc due to such failure. In the event of change of the residential status of the Allottee(s) subsequent to the execution of this Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
- (l) The Allottee(s) agrees that the Company shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee(s) and such third party shall not have any right in the allotment of the Unit applied for herein, in any way and the Company shall be issuing the payment receipts in favor of the Allottee(s) only.
- (m) The Allottee(s) agrees to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Company or the designated maintenance agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such rules and notifications would be deemed to be an event of default.



- (n) If stipulated in terms of the License and the bilateral agreement executed between the Company and the DTCP, Haryana and if it is required to earmark a portion of the Project for the construction of flats/ Unit/ floors for domestic servants / low income group/Economically Weaker Sections ('EWS') of the society, in such a case, it is agreed to by the Allottee(s), that he/she shall have no right, title, interest in any form or in any manner in the Scheduled Land earmarked and/or on the Building constructed thereon and/or the facilities provided therein. The Allottee(s) confirms that he/she/it shall not raise any objection towards the same.

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

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

The electricity, water and sewerage charges shall be borne and paid by the Allottee(s). The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee(s) undertakes to pay additionally to the Company on demand the actual cost of the electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the same Unit. The Allottee(s) undertakes that its shall not apply to Haryana Vidyut Prasaran Nigam Limited ('HVPNL') or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Maintenance Agency.

### **(b) Entry Regulations**

It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Unit, Building and/or the Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project.

### **(c) Permitted Use & No Nuisance and Annoyance**

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

### **(d) Interior Maintenance & Insurance**

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

### **(e) Signage**

The Allottee(s) agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Unit,



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

**(f) Taxes and levies**

- (i) The Allottee(s) shall be responsible for payment of all applicable taxes, levies, assessments, demands or charges including but not limited to sale tax, VAT, service tax if applicable, levied or leviable in future on the Building or Unit or any part of the Project in proportion to his/her/their/its Super Area of the Unit. The Allottee understands that the aforementioned taxes are only illustrative and not exhaustive.
- (ii) Further the Allottee(s) shall be liable to pay from the date of his/ her/their/its allotment house-tax/property-tax, fire fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Unit of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to the Super Area of the said Unit to the total Super Area of all the Unit within the said Building. These taxes, fees, cesses etc. shall be paid by the Allottee(s) irrespective of the fact whether the maintenance is carried out by the Company or its nominee or any other body or association of all or some of the Allottee(s) whether levied retrospective or prospective.
- (iii) The Allottee(s) shall furnish his/her/their/its permanent account number issued by the income tax department.

**(g) Alterations in the Unit**

- (i) The Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural damage or encroachment to the structure of the Building in the Project.
- (ii) The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company and/or the local authority, if required. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and structure of the external façade of the Unit.

**(h) Registration of Address**

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

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

**(i) Bulk supply of electricity**

If the permission to receive and distribute bulk supply of electricity in the Project is received by the Company or its Nominated Maintenance Agency or the association, the Allottee(s) herein undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share



of all deposits or charges paid or payable by the maintenance agency to whom permission to receive bulk supplies and distribute the same is granted. Subject to forgoing, Allottee(s) shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions.

**(j) Power Backup**

The Company shall install additional equipment for power backup facility of 5 KVA, common to all units at no additional installation cost to the Allottee(s). It is however accepted by the Allottee(s) that for any additional load increase requirement, the capital as well as running cost, as intimated by the Company from time to time, shall be borne by the Allottee. Further, the said power back facility is an additional feature and the Allottee(s) herein shall not claim any loss /damage, whether direct or consequential, from the Company in the event of default on the part of the maintenance agency / association of Unit owners/ body providing the same or continue to provide the same. In the event the Allottee(s) requires any further power back up for its appliances/equipments, the Allottee(s) at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Unit. The said power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee(s) accepts that it shall not claim any damage/loss whether direct or consequential from the Company/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non availability of the same for reasons beyond the control of the Company/Maintenance Agency/any other body providing the same.

**(k) Association of Owners**

The Allottee(s) undertakes to join the association of the owners as may be formed by the Company on behalf of the Unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deem necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Total Consideration payable by the Allottee(s) herein for the said Unit and execution of the Sale Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association is attached hereto as **Annexure - 8**.

The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Project.

**11. POSSESSION**

**(a) Time of handing over the Possession**

Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Buyer's Agreement, and not being in default under any of the provisions of this Buyer's Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand over the possession of the Unit within 33 months from the date of start of construction, subject to timely compliance of the provisions of the Buyer's Agreement by the Allottee. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of three months, for applying and obtaining the completion certificate / occupation certificate in respect of the Unit and/or the Project.



- (b) Subject to Clause 27, in the following circumstances, the date of possession shall get extended accordingly:
- (i) If, the completion of the Building including the Unit is delayed due to *force majeure* reason then the Allottee(s) agrees that the Company shall be entitled to the extension of time for handing over of the possession of the said Unit. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Company so warrant, the Company may suspend the construction of the Building/Project and this Agreement for such period as it may consider expedient. The Allottee(s) agrees not to claim compensation of any nature whatsoever of this Agreement for the period of suspension of the construction of the Building/Project and this Agreement.
  - (ii) If as a result of any law that may be passed by any legislature or rule, regulation or order or notification that may be made and/or issued by the government or any other authority including a municipal authority or on account of delay in sanctioning of plans or any other sanctions or approval for development or issuance of completion certificate /occupation certificate by appropriate Authorities, the Company is not in a position to hand over the possession of the Unit, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate courts, tribunal(s) and/or authority. In such a situation, the amount paid by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Company and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the court(s)/ tribunal(s)/ authority(ies). However, the Allottee(s) may, if he/ she so desires, become a party along with the Company in such litigation to protect Allottee(s) rights arising under this Agreement.
  - (iii) Further, in the event of the Company succeeds in its challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) and the Company shall be liable to fulfill all obligations as provided in this Agreement. However, in the event the aforesaid challenge by the Company to the impugned legislation/ order/ rule/ regulation does not succeed and the said legislation/order/rule/regulation becomes final, absolute and binding, the Company will appoint a receiver who shall have all the rights and authority to sell the entire property and disburse the sale proceeds among the Unit holders on a proportionate basis, for the amount attributable to the said Unit, after making payments of the statutory dues and secured creditors and after deducting interest on delayed payments, processing fee etc, and any other expenses attributable to the said Unit. The receiver will disburse the payments within a reasonable time in such manner as may be decided by the receiver and the Allottee(s) agrees to accept the receiver's decision in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.
  - (iv) That the Allottee(s) agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments as provided in **Annexure -3**, the date of handing over of the possession shall be extended accordingly solely on the Company's discretion till the payment of all outstanding amounts to the satisfaction of the Company.

## 12. PROCEDURE FOR TAKING POSSESSION



- (a) Subject to all other terms of this Agreement, and upon completion of the formalities stipulated in this Agreement, the Company shall offer in writing to the Allottee(s) to take possession of the Unit, for his/her/their/its occupation and use.
- (b) Upon receiving intimation in writing from the Company, the Allottee(s) shall within thirty (30) days take possession of the said Unit from the Company by executing necessary indemnities, undertakings, and such other documentation as the Company may prescribe. The Company shall, after satisfactory execution of such documents and payment by the Allottee(s) of all the dues under this Agreement including the payment towards stamp duty and registration charges, permit the Allottee(s) to occupy the Unit, on the terms and conditions contained in this Agreement. If the Allottee(s) fails to take possession of the Unit as aforesaid within the time limit prescribed by the Company in its notice, then the said Unit shall lie at the risk, responsibility and cost of the Allottee(s) in relation to all the outgoing cess, taxes, levies etc and the Company shall have no liability or concern thereof and further that the Company shall also be entitled to holding charges as provided under clause 14.1.
- (c) Subject to the Allottee(s) making all payments under this Agreement, the Company shall prepare and execute along with the Allottee(s) a Sale Deed to convey the title of the said Unit in favor of Allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Buyer's Agreement or as demanded by the Company from time to time, prior to the execution of the Sale Deed. The Parties agree that after the Allottee(s) has provided all the details, documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the Sale Deed, the Company shall make all reasonable efforts to get the Sale Deed registered within a reasonable time. The Allottee(s) agrees and undertakes to make himself/ herself available for the purpose of registration on the date(s) as informed by the Company.
- (d) The Allottee(s) agrees that if the Allottee(s) is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the Sale Deed in his/ her favor till full and final settlement of all dues to the Company is made by the Allottee(s). The Allottee(s) undertakes to execute Sale Deed within the time stipulated by the Company in its written notice, failing which the Allottee(s) authorizes the Company to cancel the allotment and terminate this Agreement in terms of Clause 17 of this Agreement and to forfeit out of the amounts paid by him/her the Earnest Money, processing fee, interest on delayed payment, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Allottee(s) without any interest in the manner prescribed in Clause 17.2 herein below.
- (e) The Allottee(s) shall be solely responsible and liable for compliance of all applicable laws including but not limited to the Act, Transfer of Property Act, 1882, the provisions of Indian Stamp Act, 1899 (or any modification thereof) including any actions taken or penalties imposed by the Competent Authority(ies). The Allottee(s) further undertakes to indemnify and keep and hold the Company indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Company, for non-compliance with any provisions of Law in respect of the Unit.

### 13. COMPENSATION

- (a) In case within a grace period of three months as stated in clause 11 (a), the Company is not able to hand over the possession to the Allottee(s), the Allottee(s) shall be entitled to payment of compensation for delay at the rate of Rs. 7.50/- ( Rupees Seven fifty paisa only) per sq. ft. per month of the Super Area till the date of notice of possession under the provision of clause 12 (a), provided the Allottee(s) has complied with all the terms and conditions of this Agreement. The Allottee(s) shall have no other claim



against the Company in respect of the said Unit and car parking space under this Agreement during such extended period.

- (b) The Allottee(s) agrees that the compensation as payable under clause 13 (a) hereinabove shall be payable only after making payment of all charges and clearing off all dues as reserved in this Agreement and after Allottee(s) fulfills all the condition as set out in clause 12 (b).
- (c) The Allottee(s) agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Allottee(s), will be paid only if the Allottee(s) has not defaulted and or breached the terms of this Buyer's Agreement or defaulted in payments as per the Schedule of Payment annexed hereto with this Agreement or in other words has complied with all the terms and conditions of this Agreement.
- (d) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the occupation certificate, completion certificate and/or any other permission/sanction from the competent authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee(s).

#### 14. FAILURE TO TAKE POSSESSION

14.1 It is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take the possession of the said Unit in the manner as aforesaid in clause 12, then the Company shall have the option to cancel this Agreement and avail of the remedies as stipulated in clause 17 of 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 Unit 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. 25/- per sq. ft. of the Super Area of the said Unit per month for the entire period of such delay.
- (b) simple interest @ 24% per annum on the amount due as mentioned in the notice for possession from the due date till date of the payment
- (c) 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 Unit till all charges with overdue interest as prescribed in this Agreement, if any, are fully paid.

14.2. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in clause 14.1(a) shall be a distinct charge and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be payable at the risk, responsibility and cost of the Allottee(s). Further, the Allottee(s) agrees that in the event of his/her failure to take possession of the said Unit within the time stipulated by the Company in its notice, the Allottee(s) shall have no right or any claim in respect of any item of work in the said Unit which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that the Allottee(s) shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Unit / Building/ Project.

#### 15. PERMITTED USE





- (a) The Allottee(s) hereby agrees/ indemnifies the Company against any penal action, damages or loss due to misuse of the said Unit for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the said Unit for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee(s) to use the Unit as stated in this Agreement and to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee(s) does not cure/rectify the defect, the Allottee(s) shall be required to pay penalty/ damages @ Rs. 100/- per square ft., per day 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(s) in case the default is not cured by the Allottee(s) within 30 days.

## 16. MAINTENANCE AFTER POSSESSION

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

## 17. EVENTS OF DEFAULTS AND CONSEQUENCES

- 17.1 It is specifically made clear to the Allottee(s) that the Allottee(s) shall perform, comply, abide by and adhere to all covenants and obligations required to be performed or complied with under this Agreement. Any default, breach, or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be an event of default liable for consequences stipulated herein. The following are the events of default which include but are not limited to the following:

- (a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in **Annexure - 3**, accepted by the Allottee(s) and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to non-interest free maintenance security as demanded by the Company, any other charges, taxes etc. as may be notified by the Company to the Allottee(s) under the terms of this Agreement, default in the payment of installments under the Schedule of Payments as given in **Annexure -3**, interest on installments by whatever name called and all other defaults of similar nature.



- (b) Failure to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.
- (c) Failure to take over the Unit for occupation and use within the time stipulated by the Company or failure to pay the holding charges as stated herein.
- (d) Failure to execute the Sale Deed within the time stipulated by the Company or the relevant authorities.
- (e) Failure to execute Tripartite Maintenance Agreement and/ or to pay on or before its due date the maintenance charges, maintenance security or any increases in respect thereof, as demanded by the Company and/ or its nominee and/ or other body or association of Allottee(s) from time to time.
- (f) Failure, pursuant to a request by the Company, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Company or Association of Allottee(s), as the case may be.
- (g) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Company or without payment of transfer charges or not executing documents as asked by the Company for transfer, as may be fixed by the Company from time to time.
- (h) Dishonour/ stoppage of payment of any cheque(s) including post dated cheques given by Allottee(s) for any reason whatsoever.
- (i) Sale/transfer/disposal of/dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking space to any third party other than occupant of the Building and /or of the Project.
- (j) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s).
- (k) Any breach of any of the Allottee(s) obligations and duties under the Tripartite Maintenance Agreement and any house rules as may be prescribed by the association/the Company/ maintenance agency in respect of the use and occupation of the Unit / Building.

17.2 Upon the occurrence of any of event(s) of default in respect of covenants and obligations under this Agreement or the Tripartite Maintenance Agreement, or any violation of bye-laws/house rules as may be prescribed the Company may:

- (a) (i) **In case the possession has not been handed over to the Allottee(s) due to the default envisaged under this clause:** the Company may give notice to the Allottee(s) for rectifying the default within 15 (fifteen) days from the receipt of notice, failing which the Company shall have the right to, at its sole discretion, cancel and/or terminate the Agreement. Unless and until the Allottee(s) rectifies the event of default, the Company shall not be obliged to enter into Sale Deed and that the Allottee(s) shall be liable to pay holding charges as provided herein. The Allottee(s) agrees that if the default is not cured/rectified within such 15 days, this Agreement shall be automatically cancelled without any further notice and the



Company shall have the right to retain, as and by way of liquidated damages, the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature.

(ii) Should the Company choose to cancel the Buyer's Agreement or booking or surrender the Unit allotted to him /her/it or is in breach of any terms & conditions specified herein due to default of the Allottee(s) including but not limited to send the duly signed copy of Buyer's Agreement within 30 days of receipt of the same, the Company may in its sole discretion cancel the Buyer's Agreement.

(iii) The Allottee(s) agrees that upon cancellation of this Agreement, the Company will be released and discharged of all liabilities and obligations under this Agreement and the Company shall have the right to resell the Unit and the car parking space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement, the Company will refund the amount received from the Allottee(s) after deducting the Earnest Money, but only after realizing such refundable amount on further sale/ resale to any other party. The Allottee(s) agrees that in case of such cancellation all refund shall be made only after realization of such refundable amount on further sale/resale of the Unit to any other party. It is clarified here that after refund of the amount, the Allottee(s) shall be left with no right, title, interest or lien over the said Unit and the parking space in any manner whatsoever. If the dues payable to the Company exceeds the aggregate amount paid by the Allottee, the Company shall take appropriate steps to recover such dues as it may deem fit in its sole discretion at the cost of the Allottee(s).

- (b) **In case the possession has been handed over to the Allottee(s):** the Company may send a notice to the Allottee(s) to cure/rectify the default as specified in that notice within a period of thirty (30) days. In case the default as stated in the notice is not cured/ rectified by the Allottee(s), within thirty (30) days, the Allottee(s) shall be required to pay penalty @ Rs. 100/- per square ft. per day to the Company till the default is not cured/ rectified. The Company will also be entitled to disconnect the electricity/water connection, as also other amenities, of the defaulting Allottee(s) in case the default is not cured by the Allottee(s) within thirty (30) days. The Company also agrees and understands that the Company shall have first charge/ lien on the said Unit in respect of any such non-payment of penalty/ damages as stated above.

The exercise of above remedies is without prejudice to the other rights of the Company as stated here under:

- (i) The Allottee(s) agrees that the Company shall have the right to make additions to or put up additional structures in/ upon the said Building or anywhere in the said Project as may be permitted by the competent authorities, which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s).
- (ii) The Allottee(s) agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ storeys with the existing electric, water, sanitary and drainage fittings on the additional structures. The Allottee(s) further agrees and undertakes that he/ she/they/it shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks inside and/ or outside/ adjacent to the said Building or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Company on the ground that the infrastructure required for the said Project is



not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

**18. MAINTENANCE**

- (a) The Allottee(s) hereby agrees and undertakes that he/she/they/it shall enter into a separate Tripartite Maintenance Agreement in the draft provided at **Annexure - 9** with the Maintenance Agency.
- (b) The Allottee(s) further agrees and undertakes to pay the indicative and approximate maintenance charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Project, its common areas, utilities, equipment installed in the Building and such other facilities forming part of the Project. Such charges payable by the Allottee(s) will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency. The Company reserves the right to change, modify, amend, and impose additional conditions in the Tripartite Maintenance Agreement at its sole discretion from time to time.
- (c) In addition to the payment of the maintenance charges to be paid by the Allottee(s), the Allottee(s) agrees and undertakes to pay interest free maintenance advance security ('IFMS') as applicable, which shall be intimated at the time of handover of the possession of the said Unit.
- (d) The Allottee(s) further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all such demands, bills, and charges as may be raised by the Maintenance Agency from time to time.
- (e) The Allottee(s) agrees that any violation of the terms of the Tripartite Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee(s) hereby conveys his/ her/their/its no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (f) The Allottee(s) agrees that the Company or its nominated Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Project from the date of issue of final notice of possession to the Allottee(s). The Allottee(s) agrees to permit the Company or its nominated Maintenance Agency to enter into the Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to carry out the maintenance of common services and facilities and to set right any defect in the Unit or any defects in the Unit above or below the Unit. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit. The Allottee(s) shall pay necessary charges for maintenance of common services and facilities as determined from time to time. It is clarified that the scope of maintenance and upkeep of various common services within the Building/ Project and outside has been described in detail in the Tripartite Maintenance Agreement. It is understood by the Allottee(s) that the maintenance and insurance of individual Unit shall always remain the responsibility of the Allottee(s).
- (g) The Allottee(s) undertakes to pay the maintenance bills as raised by the Company or its nominated Maintenance Agency from the date of notice for possession on pro-rata basis irrespective of whether the Allottee(s) is/are in actual possession of the Unit or not. In order to secure due performance by the Allottee(s) in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company an interest free maintenance advance security, as applicable. In event the Allottee(s) fails and or neglects to pay the maintenance bill, other charges on or before the due date, the Allottee(s), then in such an event the Allottee(s) shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Company shall also have the right to adjust unpaid



amount against maintenance bills out of the security deposit. The Company shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.

- (h) The actual maintenance charges shall be informed at the time of giving possession of the Unit when the Tripartite Maintenance Agreement would compulsorily be executed by and between the Allottee(s) and the Maintenance Agency in the standard agreed format as provided by the Company and/or Maintenance Agency. It is further agreed and acknowledged by the Allottee(s) that the maintenance charges to be paid by him in respect of the maintenance services shall be independent of the amount of interest which is accruing on deposit or more specifically maintenance charges shall be payable as per the bills of the Maintenance Agency without considering the interest element as stated hereinabove.
- (i) The scope of maintenance and general upkeep of various common services within the Building/Project shall broadly include but not be limited to operation and maintenance of generators including diesel, fire fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The service outside the Unit but within the Project shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Project.
- (j) In order to secure due performance of the payment of the maintenance bills and other charges, against the bills raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payment given in **Annexure -3** and to always keep deposited with the Company IFMS as applicable. In case of the failure of the Allottee(s) to pay the maintenance bills, other charges on or before the due date, the Allottee(s) in addition to permitting the Company to deny him/her the right to avail the maintenance services authorizes the Company to adjust the principal amount of the IFMS against such defaults in the payments of the maintenance bills. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum per sq. ft. of the Super Area of the said Unit, the Allottee(s) further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company. The Company reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of the demand by the Company. If the Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Allottee(s) authorizes the Company to treat this Agreement as cancelled without any notice to the Allottee(s) and to recover the shortfall from the Allottee(s). It is further clarified and agreed and acknowledged by the Allottee(s) that the Company shall always have the right to set off any payment or dues, due and payable by the Company to the Allottee(s) from the IFMS. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee(s) and the Company shall have the first charge/lien on the said Unit in respect of such non-payment of shortfall/increases as the case may be.

#### 19. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

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

#### 20. INSURANCE

X



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

## 21. BINDING EFFECT

- (a) Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexure along with the payment(s) due as stipulated in the Schedule of Payment in **Annexure - 3** at the address of the Company within 30 days from the date of dispatch by the Company of this Agreement and the copy of this Agreement duly executed by the Company being delivered to the Allottee(s).
- (b) If the Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the allotment of the Allottee(s) shall be treated as cancelled and the Earnest Money paid by the Allottee(s) shall stand forfeited.

## 22. ASSIGNMENT

This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall be subject to all applicable laws and notifications or any government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Company may impose. ~~The Allottee(s) understands and agrees that upon the Company consenting to such assignment, the Assignee shall not be entitled to any compensation in terms of clause 13 herein above.~~ The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Company to cancel this Agreement and to avail of remedies as set forth in clause 19 of this Agreement.

## 23. ENTIRE AGREEMENT

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

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

X



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

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

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. FORCE MAJEURE**

The handover of the Unit shall be subject to *force majeure* clause which, *inter alia*, includes delay on account of non-availability of the 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, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Unit or the Company is unable to deliver possession of the Unit due to a *force majeure* event 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, shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Lessee understands and acknowledges that if due to any *force majeure* conditions, the whole or part of the Project is abandoned or abnormally delayed, the Lessee shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Lessee's money.

**28. INDEMNIFICATION**

- (a) Allottee(s) hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee(s) or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or willful misconduct, or due to non-compliance violations or non-compliance of any applicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of compliance of the terms of this Agreement or otherwise.
- (b) The Allottee(s) agrees and understands that the employees, officials and or any other authorized person of the Company shall provide relevant and necessary assistance for completing the



procedural formalities in executing this Buyer's Agreement. However, the Allottee(s) understands that such assistance rendered by the Company's employees, officials and or any other authorized person shall be provided for and on behalf of the Company and the employee, officials or the authorized person shall in no way be responsible in their individual capacity. The Allottee(s) agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

**29. COUNTERPARTS**

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

**30. PLACE OF EXECUTION**

The execution of this Agreement will be complete only upon its execution by the Company through its Authorized Signatory at the Company's office at New Delhi after the copies duly executed by the Allottee(s) are received by the Company. Hence, this Agreement shall be deemed to have been executed at New Delhi even if the Allottee(s) may have executed this Agreement at any place(s) other than New Delhi.

**31. NOTICES**

All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by Registered A.D. Post or Speed A.D. Post to the Party at their respective addresses specified below:

Emaar MGF Land Limited	Allottee(s) CF_CUSTOMER iCP_CO_OWNERe iCP_CO_OWNERe
ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110 001	CF_ADDRESSES

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

**32. JOINT ALLOTTEE(S)**

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

**33. ARBITRATION**

X

26





All or any dispute arising out of or touching upon or in relation to the terms of this Buyer's / provisional allotment letter or its termination, including the interpretation and validity 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 arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company, shall hold the arbitration proceedings at the registered office of the Company in New Delhi. The Allottee(s) hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same.

#### 34. LAWS OF INDIA

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

#### 35. JURISDICTION

The courts at Gurgaon shall to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement, regardless of the place of execution or subject matter of this Buyer's Agreement.

#### 36. INTERPRETATION

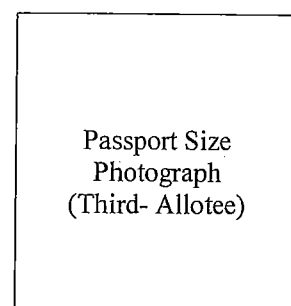
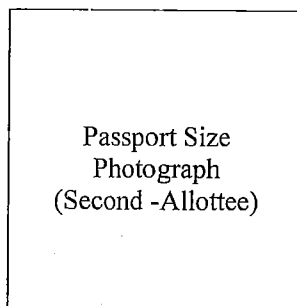
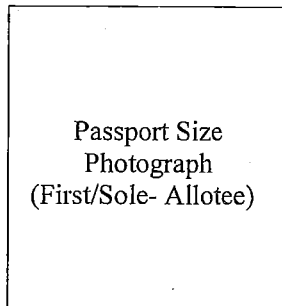
Unless the context otherwise indicates:

- (a) A reference to this Agreement or another document includes any variation or replacement of either of them.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (c) If a provision of this Agreement is inconsistent with the provision of another Agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- (e) A reference to this Agreement incorporates a reference to the annexure to this Agreement.
- (f) References (including defined terms) to the singular include the plural and *vice versa* and to a person includes body corporate and *vice versa*.



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 \_\_\_\_\_:



Signature (of the first /Sole Allottee):

CF\_CUSTOMER

Signature (of the Second Allottee):

iCP\_CO\_OWNER e

Signature (of the Third Allottee):

iCP\_CO\_OWNER e

Witnesses:

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

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

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

Witnesses:

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

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

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

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

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

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

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

Designation: \_\_\_\_\_

Witnesses: \_\_\_\_\_

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

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

X

28



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

For and on behalf of **The Land Owners**

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

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

Designation: \_\_\_\_\_

X

29



**ANNEXURE - 1**

**DETAILS OF LANDHOLDINGS OF THE LAND OWNERS**

1	M/s Robin Software (P) Ltd.				
	Village		Khasra No.	Area	
				B--B--B	
	Shikhopur		761/1/1	1--6--10	
			920/2	2--2--12	
			919	0--15--0	
			774	0--5--0	
			775/3	0--15--8	
			780/4	0--8--0	
			781/3	0--4--0	
			927/1	0--4--4	
			926/2	0--6--15	
			920/1	2--16--0	
			767/2	2--2--11	
			922/1	0--0--18	
			775/2	1--0--14	
			780/3	0--11--4	
			769	2--5--0	
			764	0--13--0	
			770	0--11--0	
			771	1--2--0	
				Total =	17--09--16 or 10.932 Acres

2	M/s Robin Software (P) Ltd. 14/44share, Sanjay Passi s/o Sh. B.L.Passi 30/44 share				
	Village		Khasra No.	Area	
				B--B--B	
	Shikhopur		765	2--4--0	
				Total =	2--4--0 or 1.375 Acres

3	M/s Robin Software (P) Ltd. 60/207share, Sanjay Passi s/o Sh. B.L.Passi 147/207 share				
	Village		Khasra No.	Area	
				B--B--B	
	Shikhopur		768	4--1--0	
			772	3--8--0	
			773	2--18--0	
				Total =	10--7--0 or 6.4687 Acres

4	Sanjay Passi s/o Sh. B.L.Passi				
---	--------------------------------	--	--	--	--

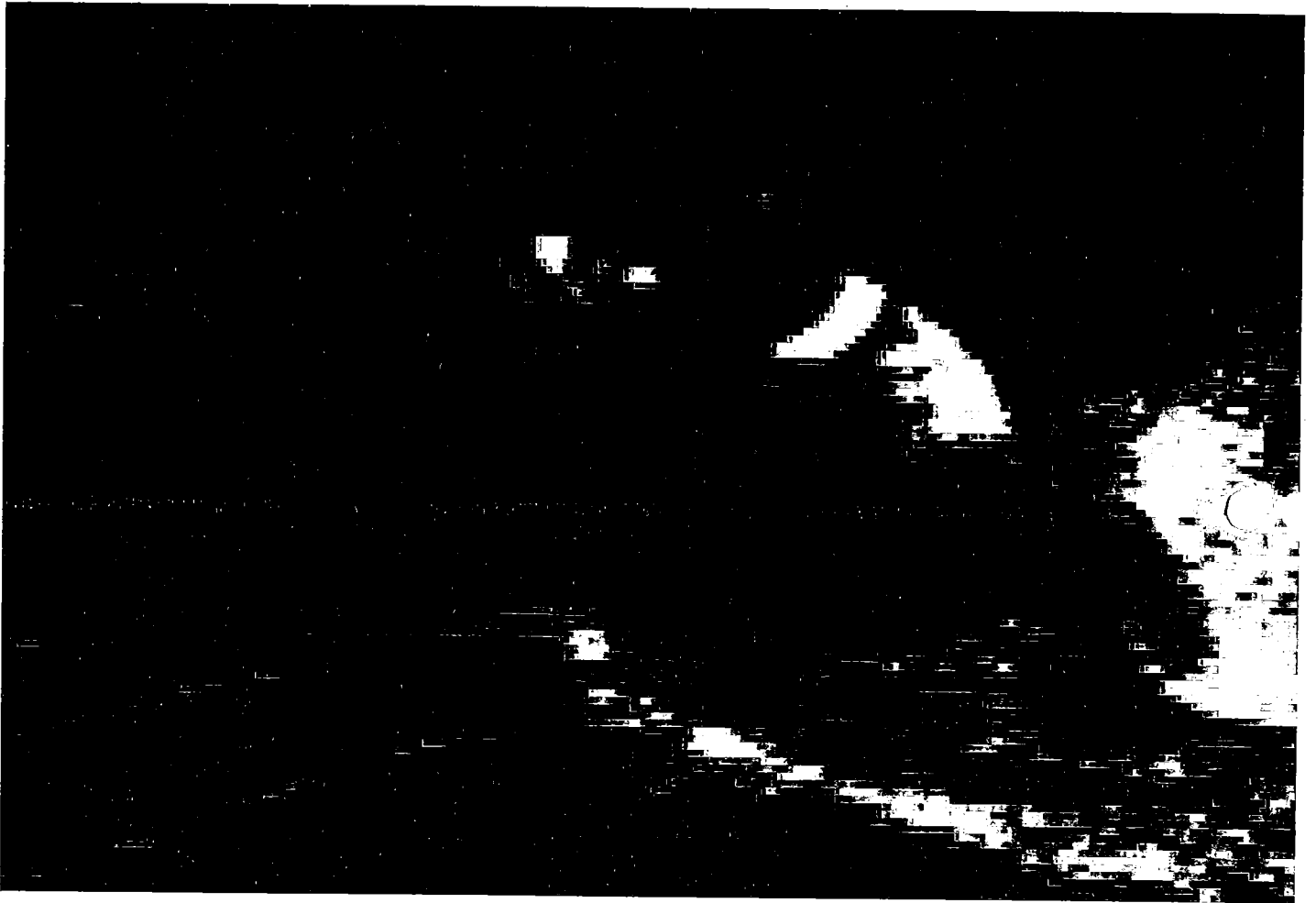
X



Village	Khasra No.	Area	
		B--B--B	
Shikhopur	778/2	0--4--4	
	779/1	1--7--6	
	776/3	1--14--10	
	788/3	0--0--14	
	786/1	0--2--0	
	776/2	1--3--0	
	777/3	0--5--5	
	778/1	0--15--15	
	788/2	0--2--0	
	782/1	0--0--18	
	785/1	0--3--12	
	786/2/2	0--0--6	
	776/4	1--3--0	
	779/2-5	1--19--19	
		<b>Total =</b>	<b>9--2--9 or 5.7016 Acres</b>
			<b>B--B--B</b>
		<b>G.T =</b>	<b>39--03--05 or 24.477 Acres</b>



ANNEXURE - II



### ANNEXURE - III

#### Schedule of Payment- CF\_PAY\_PLAN\_NAME

Ref. No.

CF\_REF\_NUM/CF\_SEQ

FBooking Date

SALES

Customer Name

Customer\_Name

Unit No.

UNIT\_NUMBER

Unit Area\*

UNIT\_AREA

Basic Price\*

iCP\_EDC\_IDCe

i e

iCF\_OTHERE

i e

Taxes as applicable

i e

iCar Parke

i e

iDiscounte

i e

iDown Payment Rebatee

i e

iPLC & Additional Charges: - e

CF\_PLC\_NAME\_NEXT

i e

i

*SL #	Linked Stages	Description	Due Date	Total	Service Tax	Total Amount
F1	Description	CF_DESC	DUE			E
			Total			

e i

SL#	Linked Stages	Customer Contribution	Bank Disbursement	Due Date	Total	Service Tax	Total Amount
F1	Description	CF_DESC	CF_BANK_DESC	DATE			E
			Total				

eNote : IFSD/IFMS, Stamp Duty & Registration Charges shall be payable along with the last installment.

\*Condition Apply, for EDC & IDC charges as per clause 1.2.a (i) of the agreemen E







## ANNEXURE - 4

### DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Total Consideration in respect of the Unit shall be the sum of Apartment area of the Unit and its pro-rata share of the Common Areas in the entire Group Housing Complex/ Project. The Allottee(s) shall however not be permitted to cover any portion of the open terraces.

The Super Area computation shall not include the following:

1. Sites/areas/building of community facilities amenities like Nursery/Primary schools dwelling units for EWS sections.
2. Roof/ top terrace above flats, boundary wall and garbage dumps.
3. Car parking area: open/covered parking area allotted to Allottee(s) for exclusive use.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Total Consideration in respect of said Unit only. The Allottee shall have undivided interest in the Common areas taken into consideration for the purposes of calculation of the Super Area.

Apartment Area shall include area encompassed within the walls of Unit/s, all balconies, whether covered or uncovered in the Unit/s and thickness of wall. However, in case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating Apartment Area.

Tentative percentage of Apartment area to Super Area for i3 BHK is 84%ei4 BHK is 91%e approximately. Super Area and the percentage of Apartment Area to Super Area may undergo changes till the completion of the Building/ Complex and final Super Area shall be intimated upon completion of construction of the said Building(s).



## ANNEXURE - 5

### COMMON AREAS

#### PART-A

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

#### PART-B

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

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

#### PART C:

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in its scope only to the said Unit, areas, amenities and facilities as described in Part A, Part B and Part C of this Annexure, the land underneath the said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery/boundary of the said Project are specifically excluded from the scope of this Agreement and the Allottee agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of Super Area for calculating the Total Consideration and therefore the Allottee has not paid any money in respect of such other lands, areas, facilities and amenities. The Allottee agrees and confirms that the owner of such other lands, areas, facilities and amenities shall vest solely with the Company, its associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. a tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the said building, if any,
2. Dwelling units for Economically Weaker Sections and Service Personnel's units in buildings other than Unit /Building.
3. Areas for all kinds of schools and school buildings (including but not limited to nursery, primary & higher secondary schools)
4. Area for Dispensary and Dispensary building(s)

X



5. Areas for Crèches and Crèche building(s)
6. Areas for Religious building and Religious building(s)
7. Areas for Health Centers and Health Centre building(s)
8. Areas for Police Posts and Police Post building(s)
9. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and building(s) thereof.
10. Areas for all commercial buildings and commercial buildings/premises
11. Roads, parks for use of general public
12. All areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land.





X

38



ANNEXURE - 6



X

39



ANNEXURE - 6



ANNEXURE - 6

X

41







ANNEXURE - 6



X

43



ANNEXURE - 6

C

C







X

46



**ANNEXURE - 8**  
**MEMBERSHIP APPLICATION FORM**

**Date:** [insert]

**[insert Name & address of Sender]**

**The Secretary**

**The Palm Hills Owners Association**

**Sector 77, Gurgaon**

**Haryana**

**Sub: Application for enrollment as member**

Dear Sir,

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

I/We request to be enrolled as member of Palm Hills 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**



ANNEXURE - 9

DRAFT OF TRIPARTITE MAINTENANCE AGREEMENT

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

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

BETWEEN

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

AND

M/s [insert name of the maintenance company], a company incorporated under the Companies Act 1956, having its registered office at [insert address], through its authorised signatory Mr. [insert name] (hereinafter referred to as "**Maintenance Agency**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, successors, legal representatives and assigns of the Second Part

AND

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

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

WHEREAS

X

48



1. The Company within the said group housing colony "Palm Hills" is constructing and developing residential units under the name and style "Palm Hills", on certain identified plots comprised in the said Scheduled Land.
2. The Allottee(s) has been intimated that though the Project has various components including villas and plots, this Agreement shall be confined and limited in its scope to the Unit proposed to be constructed on the aforesaid Scheduled Land in accordance with the building plan(s) to be approved by DTCP, Haryana / DTP Gurgaon. The Allottee(s) further understands that the Super Area of the said Unit may stand modified in future depending upon directions / approvals to be received from DTCP, Haryana / DTP Gurgaon.
3. The said Buyer's Agreement executed by the User contained a stipulation vide clause no. \_\_\_\_\_ for the provision of Maintenance Services by the Maintenance Agency and payment of maintenance charges by the User to the Company.
4. The User has agreed vide Clause no. \_\_\_\_\_ of the said Buyer's Agreement to deposit and keep deposited with the Company an interest free maintenance security ("IFMS") @ Rs. [ ]/- per square foot of the Super Area in the said Unit which shall be adjusted /refunded in the manner as provided in the said Buyer's Agreement.
5. The Company, in order to provide necessary maintenance services, dedicated focus and transparency with proper accounting and audit procedure, shall upon completion of the said Building/Unit handover the maintenance of the said Building/said Unit to the Maintenance Agency.
6. The Maintenance Agency shall provide the maintenance services as provided for in the Buyer's Agreement (hereinafter referred to as the "Maintenance Services") , raise bills directly on the User and collect payments thereof and to do all such acts, deeds etc. as may be necessary to provide maintenance services and collect bills thereof.
7. The User has approached the Maintenance Agency with a request to provide Maintenance Services and on the assurances that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the Maintenance Agency; the Parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.

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

**1. Duration of Maintenance Agreement:**

The Maintenance Agency shall provide Maintenance Services initially for a period of three (3) years from the date of execution of this Agreement to be renewed automatically for three further term, each of three (3) years on mutually agreed terms and conditions between the Company and the Maintenance Agency, unless otherwise the work of providing Maintenance Services is earlier handed over by the Company to any other assignee/nominee, other body corporate or to association of Unit owners.

**2. Scope of Total Maintenance Services**

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

X

49



- a. Operation and maintenance of all equipments including sub-station(s) connected with the supply of electrical energy to all occupants including User of the Building under bulk electric supply scheme, subject to the terms and conditions of application to be executed by the User from time to time. The Maintenance Agency shall apply for permission for supply of electrical energy and the permission, which when received, shall be deemed to form a part of this Agreement. The operation and maintenance of bulk supply and distribution of electrical energy shall be handled by the Maintenance Agency or if the Maintenance Agency decides, at its sole discretion, by any other company, nominee, agency to whom this work may be handed over by the Maintenance Agency.
- b. Common Areas Maintenance Services: These relate to operation and maintenance of common areas, fire fighting equipments and other common facilities inside the said Building.
- c. Operation and Maintenance of services in the Building: These shall *inter-alia* relate to operation and maintenance of basement and services such as electric sub station, pumps, fire fighting rooms, transformers, DG sets, water tanks and other services if any, located under any Building in the Project.
- d. Open Area Maintenance Services: These relate to operation and maintenance of open spaces within the boundary wall of the Project such as maintenance of compound wall, landscaping, electrification of the Scheduled Land, water supply, sewerage, roads, paths and other services etc. within the boundary wall of the Project.
- e. Security services for the Common Areas located under any of the Buildings in the Project.
- f. Insurance of the Project/Building structure/Common Equipments in the Project (however, the User shall be solely responsible for insuring the contents within the said Unit at his/her own cost, risk and responsibility).
- g. Any other services as may be required as exclusive services by the User or as common services by the User along with other users including but not limited to reserved and/or additional open/covered car parking spaces allotted for exclusive use of the User and as may be required from time to time.

It is clarified by the Maintenance Agency and understood by the User that the entire overheads including salaries and wages etc. shall form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged. It is further clarified that cost of any services included in overheads shall prorate be included in the above computation to the extent required and necessary for the performance of total Maintenance Services. The Maintenance Services shall be provided in terms of the said Buyer's Agreement and this Agreement shall be read in consonance and not in derogation of the said Buyer's Agreement.

### 3. Definition and Computation of Maintenance Charges

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

- (i) The maintenance charges shall be computed by taking into account the entire cost incurred by the Maintenance Agency for rendering total Maintenance Services including the cost of electrical energy paid by the Maintenance Agency to Haryana Vidyut Prasaran Nigam Limited ("HVPN") and/or the cost of operating (including fuel etc.) and maintaining standby DG sets and deducting therefrom actual receipts from billing of electrical energy to all the occupants of the Project on account of electrical energy consumed inside their respective said Unit. The resultant net expenditure shall be treated as Maintenance Charges and billed to individual occupants in proportion to the super area of their respective Unit. It is clarified and understood by both Parties that maintenance charges inclusive of cost incurred in arranging electrical energy from HVPN/or from standby DG sets net of the receipts from bills paid by the occupants shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of the Maintenance Agency.





- (ii) The Maintenance Agency shall bill for the consumption of electrical energy inside the said units based on number of units consumed as indicated by the meters installed in the said Unit at pre-determined rates (which for want of a more suitable standard/rate shall correspond to the rates charged by HVPN to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said Unit. The bill shall also include meter hire charges and a minimum demand charges if the consumption falls below the minimum demand. The bill for consumption of electrical energy, as indicated above, shall be included in the bill for maintenance charges. It is made clear and User agrees and acknowledges that the Maintenance Agency shall have the sole authority to make changes in the schedule of tariff and such changes shall be binding on the User from the date on which such changes shall be deemed to be effective by the Maintenance Agency.
- (iii) The cost of insuring the said Building (excluding the said Unit) shall be recovered from the User as a part of maintenance charges. The User shall not do or permit to be done any act or thing which may render void or voidable insurance of any Building or any part of the Project or cause increased premium to be payable in respect thereof. However, the User shall solely be responsible for insuring contents within the said Unit at his/her own cost and the Maintenance Agency accepts no responsibility in this regard.
- (iv) The Maintenance Agency shall, bill the actual costs incurred for provision of additional/specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the User) as may be exclusively required by the User who shall also pay the additional interest free security and other deposits as may be charged by the Maintenance Agency. These specific/additional services shall be solely to the account of the User or if a number of occupants use the same services then it shall be billed on pro rata basis to be determined by the Maintenance Agency at its sole discretion.
- (v) At the end of each financial year, the Maintenance Agency shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/in the subsequent financial year in a manner that the amount may be refunded/recovered from subsequent bills to the User.
- (vi) The Maintenance Agency reserves its absolute right to increase, revise, and modify charges for any of the Maintenance Services to enable the Maintenance Agency to provide necessary Maintenance Services.
- (vii) For the sake of clarity, the calculation of maintenance charges to be billed to the User shall be determined by the following formula:

(i) Cost of Maintenance Services provided by the Maintenance Agency (A)

Add: (ii) Cost of electrical energy [as determined by bill paid to HVPN by the Maintenance Agency plus the cost of operation and maintenance of DG sets including fuel etc.] (B)

Less: (iii) Actual receipts by the Maintenance Agency from the occupants in respect of electricity bills paid by them for consumption of electrical energy. (C)

Add/Less: (iv) Cost of any Maintenance Service exclusively rendered and borne by any occupants including but not limited to operation and maintenance of car parking spaces allotted for exclusive use The resultant total shall be divided by the total super area of the said complex to arrive at maintenance charges per sq.ft. of the super area which shall be multiplied by the total super area of the said apartment to arrive at the maintenance charges to be paid by the individual User. (D)

(1) Maintenance Charges per sq.ft. =  $A+B+C \pm D$

Total Super Area of all the Unit in the Project

(2) Maintenance Charges to be paid by User = Maintenance Charges per sq. ft. super area

X



multiplied by total super area of the said Unit, plus charges as in (D) .

**Note:**

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

**4. Procedure of Billing and Payment of Maintenance Charges**

- (i) The Maintenance Agency shall bill the maintenance charges to the User monthly, in advance. However, supply of electrical energy inside the said Unit shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the succeeding month. The maintenance charges, other than consumption of electrical energy in the said Unit shall be payable by the User on pro rata basis as determined by the Maintenance Agency. The charges for any exclusive Maintenance Services, as may be specially required and provided to the User, shall be billed and payable by the User alone.
- (ii) The User undertakes to pay the bills without any reminders from the Maintenance Agency on or before the due date indicated in the bill.
- (iii) The Maintenance Agency shall charge interest at the rate of \_\_\_\_\_ % per annum for the period of delay in payment after the due date.
- (iv) Without prejudice to and notwithstanding to the right of the Maintenance Agency to charge interest for the period of delay in payment of a bill by due date, in case the User fails to pay the bill on or before the due date indicated in the bill, then the unpaid bill will be deemed to be a notice and the Maintenance Services including electricity supply to the User shall, without prejudice to the right of the Maintenance Agency to recover charges as in the bill, be disconnected after the expiry of seven (7) days of the due date mentioned in the bill without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bills together with interest at the rate of 15% per annum for the period of delay and all other supply and Maintenance Services is paid by the User notwithstanding the inclusion of any part of the charges in the bill of the Maintenance Services including electricity supply to the said Apartment /Villa/Penthouse under default being included in the subsequent bills sent by the Maintenance Agency.
- (v) The payment of bill shall not be held up/ delayed if there are any differences or disputes as to its accuracy. Any differences or disputes regarding accuracy of the bill shall be separately settled as per the provision of this Agreement.
- (vi) All return/dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act 1988 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 24 % per annum and other charges as provided in this agreement in case of dishonored cheques.

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

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



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

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

**7. Limit on the Responsibility of Maintenance Agency:**

- (i) The Maintenance Agency makes it clear to the User that the provision of Maintenance Services shall be done by the Maintenance Agency through various outside agencies under separate agreements to be entered into with them. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Buyer's Agreement executed by them and to change an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. Similarly, the Maintenance Agency's role and responsibility for the supply of electrical energy to the Users shall be limited to receiving the supply of energy from HVPN in bulk and to distributing agency on behalf of HVPN and has no power or control on the quality/quantity or any other specifications with respect to the electrical energy supplied by HVPN and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damage whatsoever for any failure on the part of HVPN to supply electrical energy to the Maintenance Agency /the User.
- (ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment/ Villa/Penthouse including those or due to electrical devices installed in the said apartment. The hazards aforesaid originating from the said Apartment/ Villa/Penthouse shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s) agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the said Unit or externally shall not pose any fire, electrical structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

**8. General Provisions**

- (i) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- (ii) The failure of the Maintenance Agency to enforce at any time or for any period of time any provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce any or each an every provisions of this Agreement.



- (iii) If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
- (iv) This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and Agreements between the Parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by Parties that the terms of this Agreement shall be read in consonance and not in derogation of the said Buyer's Agreement. Unless otherwise provided, this Agreement shall not be changed or modified except in writing and signed by the Parties hereof.
- (v) Any, notice letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- (vi) The Maintenance Agency shall not be held responsible or liable for not performing its obligations under this Agreement due to force majeure conditions or for reasons beyond the control of the Maintenance Agency, force majeure conditions shall inter alia include strikes, lock-outs, enemy action, floods, earthquake, non-availability of supply etc.
- (vii) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- (viii) **Arbitration:** Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are inter alia offences) and only after the bill amount payable are paid to the Maintenance Agency, in the event of any differences or disputes arising between the Maintenance Agency and the User in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an agreement between the Maintenance Agency and the User, the matter shall be referred to arbitration of sole Arbitrator appointed by the Maintenance Agency. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator shall be final and binding on the Parties. The arbitration proceedings shall be held at an appropriate location in Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The courts at Gurgaon alone shall have jurisdiction in all matters of disputes arising out of or touching and/or covering this transaction.



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

In the presence of

**For and on behalf of**

**Emaar MGF Land Limited**

**(Authorised Signatory)**

Name \_\_\_\_\_

Address \_\_\_\_\_

**For and on behalf of**

**M/s** \_\_\_\_\_

**(Authorised Signatory)**

Name \_\_\_\_\_

Address \_\_\_\_\_

**Allottee(s)**

Name \_\_\_\_\_

Address \_\_\_\_\_

**WITNESS:**

1.

X

55



FOR NECESSARY ENDORSEMENTS

E

X

56

