

APARTMENT BUYER AGREEMENT

This Apartment Buyer Agreement ("**Agreement**") is executed at Gurgaon on thisday month of 201..

BETWEEN

M/S INTERNATIONAL LAND DEVELOPERS PRIVATE LIMITED a Company duly incorporated and registered under the Companies Act 1956, having its Registered office at B - 418, New Friends Colony, New Delhi, 110 025 and corporate office at ILD Trade Centre, Sector 47, Sohna Road, Gurgaon -122018 (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context thereof, shall be deemed to mean include its permitted assigns, nominees and successors in interest) of the **FIRST PART**.

AND

1. Shri/Smt.....
Son/Daughter/Wife of Shri.....
Resident of.....
.....
2. Shri/Smt.....
Son/Daughter/Wife of Shri
Resident of
.....
3. Shri/Smt.....
Son/Daughter/Wife of Shri
Resident of
.....

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

For International Land Developers Private Limited

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Authorised Signatory

Buyer

APARTMENT BUYER AGREEMENT

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..... month of 201....

BETWEEN

M/S INTERNATIONAL LAND DEVELOPERS PRIVATE LIMITED a Company duly incorporated and registered under the Companies Act 1956, having its Registered office at B - 418, New Friends Colony, New Delhi, 110 025 and corporate office at ILD Trade Centre, Sector 47, Sohna Road, Gurgaon -122018 acting through Mr., Mr., (either of the two) duly authorized vide Board resolution datedto sign and execute this Agreement on its behalf (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context thereof, shall be deemed to mean include its permitted assigns, nominees and successors in interest) of the **FIRST PART**.

AND

1.Shri/Smt.
Son/Daughter/Wife of Shri
Resident of

*2.Shri/Smt.....
Son/Daughter/Wife of Shri
Resident of

3.Shri/Smt.....
Son/Daughter/Wife of Shri
Resident of

(*to be filled up in case of Joint Purchasers) (hereinafter singly/jointly, as the case may be, referred to as "**the Buyer**" which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**

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OR

M/s a
partnership firm duly registered under the Indian Partnership Act, 1932 having its office at
.....
.....(hereinafter referred
to as **"Buyer"** which expression shall unless repugnant to the context or meaning thereof, be
deemed to include all the partners of the partnership firm and their respective heirs, legal
representatives, administrators, executors, successors and assigns) acting through its partner
Mr./Ms. of the **SECOND PART**.

OR

M/s. a
Company registered under the Companies Act, 1956, having its registered office at
.....
.....(hereinafter referred
to as **"Buyer"** which expression shall unless repugnant to the context or meaning thereof, be
deemed to include its successors and assigns) of the **SECOND PART** (copy of Board Resolution
along with a certified copy of Memorandum & Articles of Association required) acting through its
duly authorized signatory Shri/Smt. vide Board
resolution dated

OR

M/s a
Hindu Undivided Family, having it's residence at
.....
.....through
its Karta Mr. (hereinafter referred to as **"the Buyer"**
which expression shall unless repugnant to the context or meaning thereof, be deemed to include
it's coparceners, heirs, executors, administrators, legal representatives, successors and assigns) of
the **SECOND PART**.

(** Delete/strikeout whichever is not applicable).

The expressions **"the Developer"** and **"the Buyer"** are hereinafter individually referred to as
"Party" and jointly as the **"Parties"**.

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WHEREAS:

- A. The Developer is in the process of developing a Residential Group Housing Project known as "ARETE" (the "**Project**") on a parcel of freehold land admeasuring 11.6125 Acres situated in the revenue estate of Village Dhunela, Sector-33, Tehsil Sohna, Distt. Gurgaon, Haryana (hereinafter referred to as the "**Land**") in collaboration with other land owners/associates vide Collaboration Agreement dated 6th June 2012 executed by Sh. Brijesh and Sh. Sanjeev both sons of Sh. Satbir and Collaboration Agreement dated 27th September 2012 executed by Mridul Dhanuka (HUF) through its Karta Sh. Mridul Dhanuka (hereinafter referred to as the "**Owners**"). The said collaboration agreements are hereinafter collectively referred to as the "**Collaboration Agreements**".
- B. Pursuant to the development rights, entitlement, interest and authority of the Developer acquired in terms of the Collaboration Agreements, the Developer has obtained zoning plan and building plan with respect to the Land. Accordingly, the Developer now proposes to construct, develop and sell residential apartments in multi-storey building to be constructed in the Project.
- C. The Developer has specifically represented and herein again clarifies and it is understood by the Buyer that the State Environmental Impact Assessment Authority (hereafter referred to as "SEIAA") clearance has been obtained vide SEIAA/HR/2014/585 dated 15.04.2014.
- D. The Director General, Town and Country Planning (**DGTCP**), Haryana has granted license to develop and construct the Project in favour of the Developer vide license No. 44 of 2013 dated 04-06-2013 ("**License**").
- E. The Buyer has approached the Developer vide application Dt..... (the "**Application**") for purchase of Apartment No.....in the Project having approximate tentative Super Area (*as defined hereinafter*) admeasuring Sq.Mt. (.....Sq. Ft.) onFloor, in Tower, and approximate Terrace area Sq.Mt.(.....Sq. Ft.), pursuant to which the Developer has vide its letter dated(the "**Allotment Letter**"), provisionally allotted the said apartment No. in the Project (the "**Said Apartment**").

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- F. The Developer has already provided to the Buyer, before submission of the Application, all the relevant documents and information including (i) copy of License No.44 of 2013 issued by DGTC, Chandigarh Haryana in the name of Owners and the Developer ; (ii) copy of the Land schedule as attached with the copy of license; (iii) copy of all the title deeds of the Land; (iv) copy of the Collaboration Agreements, power of attorneys etc. executed among the Owners & the Developer; (v) copy of the zoning plan/building plan/s of the Project; (vi) copies of all the Approvals (*as defined hereinafter*) obtained as on the date of this Agreement; (vii) lay-out plan of the said Apartment allotted; (viii) specification of the constructions and the Said Apartment; (ix) schedule of payment based on which the future installments shall be paid by the Buyer; (x) completion schedule with delivery timelines; and (xi) items specifically excluded from computation of present Basic Sale Price (BSP) (*as defined hereinafter*) i.e. additional liability of the Buyer for payment of Escalation Charges (*as defined hereinafter*), payment of Taxes (*as defined hereinafter*) in addition to External Development Charges (EDC) (*as defined hereinafter*), Infrastructure Development Charges (IDC) (*as defined hereinafter*), Infrastructure Augmentation Charges (IAC) (*as defined hereinafter*), electrical substation charges, STP Charges etc. which charges shall be paid in addition to the BSP and items disclosed above as and when demanded by the Developer and other Additional Charges(*as defined hereinafter*) shall be deemed to form part of the Total Sale Consideration (*as defined hereinafter*) of the Said Apartment allotted to the Buyer.
- G. **AND WHEREAS** the Developer/ other associates of the Developer have lands and may be acquiring/ adding some more lands in the neighborhood of Project and such lands as and when licensed and approved by the Competent Authority(ies) (*as defined hereinafter*), shall be deemed to be part of the approved layout plan of Project (as set out in **Annexure - A**) and accordingly the area of Project shall stand enhanced, and in that case **Annexure- A** of this Agreement shall automatically stand superseded and be substituted by such subsequently approved layout plan(s) of the Project and shall be deemed to form part of this Agreement.
- H. The Buyer acknowledges that the Developer has provided all the information, details and documents as detailed in Recital F above and the Buyer is fully satisfied in all respects with regard to the right, title and interest of the Owners and the Developer in the Project and has understood all limitations and obligations of the Developer and the Owners in respect

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thereof. The Buyer also assures that the Buyer is fully satisfied that the Developer is competent to enter into this Agreement. The Parties understand that the Plans (*as defined hereinafter*), designs, and Specifications(*as defined hereinafter*) of the Project as well as of the Said Apartment are tentative which may undergo some variations, additions, alterations, deletions and modifications therein as it may be deemed appropriate, fit and proper during constructions or as may be done or required to be done in accordance with the directions of any Competent Authority or as suggested by the Project architect of the Developer. Subject to the above, the Specifications and the materials in construction of the Said Apartment shall be used as set out in **Annexure-D** of this Agreement.

- I. The Parties acknowledges that no oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects and shall supersede the Application and the Allotment Letter.
- J. The Parties agree and acknowledge that they are entering into this Agreement with full knowledge of all the Law(s) (*as defined hereinafter*), rules regulations, notifications, statutory provisions applicable to the Project and the Said Apartment. The Buyer agrees and acknowledges that the ownership and occupation of the Said Apartment in the Project will be subject to a number of restrictions as also obligations as detailed in this Agreement, and the Buyer offers to so conduct itself in accordance with the terms of this Agreement.
- K. The Buyer has represented and warranted to the Developer that he has the power and authority to enter into and perform this Agreement. Further, that he has read and clearly understood the terms and conditions of allotment and the rights, duties, responsibilities and obligations contained in this Agreement and agrees to own, use and enjoy the Said Apartment in terms of the rights and entitlement created herein whilst adhering to all restrictions and obligations imposed.
- L. In pursuance of the Application for registration and subsequent Allotment of the Said Apartment and on faith of representations and warranties herein agreed, the Developer has agreed to sell the Said Apartment to the Buyer subject to strict compliance of the terms and conditions agreed hereto.

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M. The Parties relying upon the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement has agreed to enter into this Agreement on the terms and conditions appearing hereinafter

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS AND RULES OF INTERPRETATION:

1.1 Definitions in Alphabetical order:

- (i) **"Additional Charges"** shall refer to various other charges pertaining to the Said Apartment as mentioned in Clause 4.3 hereof.
- (ii) **"Agreement"** shall mean this Apartment Buyer's Agreement and includes all annexures, recitals, schedules and terms and conditions of Allotment of the Said Apartment by the Developer to the Buyer(s) in the Project, executed by the Buyer and the Developer.
- (iii) **"Allotment"** shall mean the allotment of the Said Apartment to the Applicant by the Developer vide the issuance of the provisional Allotment Letter.
- (iv) **"Apartment Act"** shall mean the Haryana Apartment Ownership Act, 1983 and the rules and any other statutory enactment or notifications thereof.
- (v) **"Apartment Area"** with reference to the 'Said Apartment' shall mean entire area enclosed by its periphery walls including area under walls, foundation, beam, columns, balconies, deck, cupboards and lofts etc. and area of common walls with common areas and half the area of common walls with other apartment, which form integral part of Said Apartment.
- (vi) **"Applicant"** means a Person who has applied for provisional Allotment of the Said Apartment in the Project and the Developer has issued provisional Allotment Letter of the Said Apartment.

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- (vii) **"Approvals"** shall mean and include any consent, sanction, license, permissions, approval, clearance, registration, certificate, no-objection, certified copy, permit or any other authorization of any nature which is required to be granted by any Competent Authority in relation to the Project
- (viii) **"Basic Sale Price" or "BSP"** shall refer to the net basic sale price of the Said Apartment to be calculated on the per sq. ft. basis of the *tentative* Super Area of the Said Apartment, as mentioned in Annexure - E hereof.
- (ix) **"Buyer"** means a Person who has applied for provisional Allotment, received provisional Allotment Letter from Developer and returned duly executed Apartment Buyer's Agreement to the Developer within the prescribed time.
- (x) **"Car Parking Space" or "Utility Space"** shall mean the space (s) identified by the Developer for allocation to the Buyer for parking cars, etc, as specified in Clause 3.1 hereof.
- (xi) **"Club Membership Charges" or "CMC"** shall mean the charges leviable by the Developer in terms of Clause 4.6 hereof.
- (xii) **"Common Areas & Facilities"** shall mean and include the Land, all easements, rights and appurtenances belonging thereto and all facilities to be used by all the buyers in the Project, including basements meant for services, gardens, storage spaces, entrance lobbies, corridors, staircases, staircase shafts, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, pump house, sewerage systems etc., and shall comprise of four parts detailed as under:

Part A

Such Common Areas and Facilities as may be available for use of Buyer within the Project, proportionate area of which are included in computation of tentative Super Area of the Said Apartment. These areas and facilities may be located at any suitable place either at ground level or within the tower or terraces or in the basement and include but are not limited to:-

- a. Munties, Tower Staircases / Staircases from Basement.
- b. Lifts/lift shafts.

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- c. Lifts lobbies including lighting and fire fighting equipments thereof.
- d. Common passage/ corridor, lighting and fire fighting equipments thereof.
- e. Lift machine rooms.
- g. Overhead Water tanks.
- h. Electrical/ Plumbing/ Fire shafts/HVAC and service ledges.
- i. Mail room / Security room.
- j. Guard/ Fire control room.
- k. Maintenance office / service Areas.
- l. Fresh & Exhaust Air Shaft and rooms(Both Levels), WTP, Storm Water Tank, Pump Room, Basement-Lift(MRL), Drivers Rest Room, Society Office, HSD Tank, Gas Bank etc.
- m. Underground Domestic & fire water tanks and pump room
- n. Area of Electric sub-station/ transformers
- o. Electrical Panels
- p. Fan rooms
- q. Maintenance rooms, stores and circulation Areas.
- r. Sewage Treatment Plant.

Part B

General Common Areas and Facilities within "ARETE" for use of all buyers in the Project, which are excluded from computation of tentative Super Area of the Said Apartment. These include but are not limited to :-

- a. Lawns & play Area, including lighting & Services etc.
- b. Road & Driveways, including lighting & Services etc.
- c. Fire Hydrants & Fire brigade inlet etc.
- d. Common terrace for use of solar panels/tel/cable equipment
- e. Club / community centre for the Project.
- f. Swimming Pool and water bodies.

In respect of such Common Areas and Facilities , in the Project, the buyers shall not have any right, title or interest in any other land(s), areas, facilities and amenities within "ARETE" and the Developer shall have the absolute discretion and the right to decide their usage by the buyers in the Project.

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Part C

Utility Space/ Car Parking Space in the Basement of building(s) within "ARETE" individually allotted to a Buyer of apartment for his / her **exclusive use** and Open Car Parking around building are excluded from the computation of tentative Super Area of Apartment;

Part D

The rights of the Buyer are limited and confined to the Said Apartment and use of areas, amenities and facilities as described in Part A, Part B and Part C herein above. All other land(s), areas, facilities and amenities, balance car parking space(s) in "ARETE" and outside the periphery / boundary of "ARETE" are specifically excluded and the Buyer shall not have any ownership or usage rights or title or interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded and have not been counted in the computation of tentative Super Area for calculating the Total Sale Consideration nor the Buyer has paid any money in respect of such other lands, areas, facilities and amenities. The ownership of such other lands, areas, facilities and amenities, shall vest solely with the Developer. The Developer shall have the absolute discretion and right to decide on their usage, or the manner and method of disposal thereof. 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:

- a. Shops within the Project, if any, and/or within the said portion of Land/ "ARETE".
- b. Dwelling Units for economically weaker section (EWS) /below poverty line (BPL).
- c. All areas, building, premises, structures falling outside the periphery / boundary of the Land.
- d. School Site.
- e. Roof top/ terrace above apartments.
- f. Balance Car Parking Space(s)

(xiii) "**Conveyance Deed / Sale Deed**" shall mean the deed of conveyance/ sale deed which shall be executed and registered in accordance with Law for conveying all rights, title and interest in the Said Apartment in favour of the Buyer on fulfillment of all terms and conditions of Allotment and this Apartment Buyer's Agreement as contained herein.

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- (xiv) **“Declaration”** shall mean the declaration to be filed by the Developer under the Apartment Act with the Competent Authority in relation to the Said Apartment/ /Project.
- (xv) **“Earnest Money”** means the amount equal to 10% of the Total Sale Consideration together with any other Non Refundable Amounts.
- (xvi) **“Escalation Charges”** mean the charges leviable by the Developer as specified in Clause 4.5 hereof.
- (xvii) **“External Development Charges”** or **“EDC”** shall mean the charges levied or leviable on the Project/ Said Apartment by the Government of Haryana or any other Government Authority/Authorities as may be promulgated from time to time and with any condition as may be imposed and to be paid by the Buyer and also includes any increase as notified by the Government Authority/ Authorities.
- (xviii) **“Force Majeure”** shall mean and include any or all events or combination of events or circumstances beyond the control and without the fault or negligence of the Developer and/or which the Developer is unable to prevent or provide against by the exercise of reasonable diligence and despite adoption of reasonable precaution and/or alternative measures and as a result whereof the Developer is unable to perform its obligations under the Apartment Buyer’s Agreement including but not limited to: acts of God ie. fire, drought, flood, earthquake, epidemics, natural disasters, explosions or accidents, air crashes and shipwrecks, act of terrorism, strikes or lock outs, expropriation or confiscation, industrial dispute, non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries, scarcity of labours or due to any reason whatsoever, war and hostilities of war(whether declared or undeclared), riots, bandh, or civil commotion, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority/Authorities that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed, any legislation, order or rule or regulation made or issued by the Government Authority/ Authorities or any other Authority or if any Governmental Authority/Authorities refuses, delays, withholds, denies the grant of necessary approvals for the Said Project or if any matters, issues relating to such approvals,

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permissions, notices, notifications by the Governmental Authority/ Authorities become subject matter of any suit/ writ before a competent court or, for any reason whatsoever, or any event or circumstances of nature analogous to the foregoing.

- (xix) **“Government Authority/Authorities” or “Competent Authority”** means any government, statutory, departmental, municipal, civic or public body including courts, having or exercising jurisdiction over the Project.
- (xx) **“Infrastructure Augmentation Charges” or “IAC”** means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Government Authority/ Authorities for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.
- (xxi) **“Infrastructure Development Charges” or “IDC”** means the infrastructure development charges levied/leviable (by whatever name called, now or in future) by the Government Authority/ Authorities for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc includes additional levies, fees, cess, charges and any further increase in any such charges.
- (xxii) **“Law(s)”** means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of this Agreement or thereafter;
- (xxiii) **“Maintenance & Service Agreement”** means the maintenance agreement agreed to be executed by the Buyer in favour of the Developer or the Maintenance Agency nominated by the Developer.
- (xxiv) **“Maintenance Agency”** means the Developer, its nominee(s) or association of apartment owners (AAO) or resident welfare association (RWA) or such other agency/ body/ company/ association who shall be responsible for carrying out the maintenance of the Project/ Said Building and to whom the Developer may handover the maintenance.

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- (xxv) **"Maintenance Charges"** shall mean the charges payable by the Buyer to the Maintenance Agency for the maintenance services of the Said Building/ Project, including Common Areas and Facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment/Said Building/ Project. The details of Maintenance Charges shall be more elaborately described in the Maintenance & Service Agreement.
- (xxvi) **"Non Refundable Amounts"** means the interest paid or payable on delayed payments to the Developer, any third party payments including brokerage (if any) any statutory charges, taxes etc., paid / payable by the Developer concerning the Said Apartment.
- (xxvii) **"Payment Plan"** shall mean the plan of payment, as opted for by the Buyer and indicated in **Annexure- E** hereof, having mode, intervals and the time frame for the payment of the Total Sales Consideration.
- (xxviii) **"Person"** shall include any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative;
- (xxix) **"Tentative Plans"** shall mean and include the Tentative layout plan (as set out in Annexure -A), Tentative floor plan and Tentative building plan (as set out in Annexure - B) and location plan (as set out in Annexure - C), for construction and development of the Project/Said Apartment as approved by the appropriate Government Authority/ Authorities;
- (xxx) **"Preferential Location Charges (PLC)"** means charges for the preferential location attribute(s) of the Said Apartment such as park facing, two side open, 3rd Floor to 10th floor, sports facing, ground floor, first floor and second floor apartments etc, payable and calculated on the per Sq. Mts. /Sq. Ft. based on tentative Super Area of the Said Apartment, as mentioned in this Agreement.
- (xxxi) **"Said Apartment"** means the residential unit/apartment in the Project as detailed in Clause 3.1 hereof, specifically applied for by the Buyer in the Project, and shall include any alternative apartment, if allotted to the buyer in lieu of the same.

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(xxxii) **"Said Building"** means the tower/ building in the Project in which the Said Apartment shall be located.

(xxxiii) **"Project"** means the group housing project proposed to be constructed on Land as per approved Plans, under the name and style of "ARETE".

(xxxiv) **"Super Area"** is tentative for the purpose of calculating the Total Sales Consideration in respect of the Said Apartment shall be the sum of area of the Said Apartment, its pro-rata share of Common Areas and Facilities (*specified as Part A in its definition*) in the entire Said Building.

It is specifically made clear that the computation of tentative Super Area of the Said Apartment excludes but not limited to the following:

- a. Shops/ Sites for shops.
- b. Sites / Buildings/ Area of Community facilities/ Amenities like Club/Community Centre.
- c. School Site.
- d. Dwelling Units for Economically Weaker Sections/ BPL.
- e. Roof top/ terrace above apartments.
- f. Utility Space/Covered Car Parking and Open Car Parking Area (Spaces) within / around Said Project.

(xxxv) **"Specifications"** shall mean the tentative specifications of the Said Apartment as provided in Annexure- D hereof.

(xxxvi) **"Taxes & Levies"** shall means any and all taxes payable by the Developer/or its contractors (including subcontractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker's welfare cess, Labour Cess or any other taxes, charges, levies, any new tax, cess or levy by whatever name called, in connection with the construction of the Said Apartment/Said Project, now or in future or any increase thereof. Taxes & Levies may be charged retrospectively or prospectively based on government directives from time to time.

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(xxxvii) **“Total Sale Consideration”** means the amount paid/payable for the Said Apartment which includes Basic Sales Price (subject to Escalation Charges), government/statutory charges including EDC, IDC, IAC, PLC (if the Said Apartment is preferentially located) calculated on per Sq. Mts./ Sq. Ft. based on the tentative Super Area of the Said Apartment and Terrace Charge (if applicable), additional specifications/car parking space/utility charges but does not include other amounts, charges, security amount such as CMC, IFMC, ECC, FFC, Water Connection Charges etc., which are payable in accordance with the terms of the Application/Agreement, including but not limited to;

- (i) Any increase in EDC, IDC, IAC, wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called;
- (ii) Interest Free Maintenance Security Deposit (IFMSD);
- (iii) Common Area and Facilities electricity charges, Maintenance Charges, property tax, municipal tax on the Said Apartment;
- (iv) Stamp duty, registration and incidental charges as well as expenses for execution of this Agreement or the Sale/ Conveyance Deed etc;
- (v) All Taxes and Cesses including VAT, Works Contract Tax, Worker’s Welfare Cess, Service Tax, whether retrospective or prospective;
- (vi) Cost for electric and water meter as well as charges for water and electricity connection and consumption;
- (vii) Any other charges that may be payable to the Central or State Government, local body, Government Authority/Authorities by the Buyer as per the other terms and conditions of the Agreement.

Such other amounts that shall be payable by the Buyer in addition to the Total Sale Consideration in accordance with the terms and conditions of the Agreement and as per the demand raised by the Developer from time to time.

(xxxviii) **“Undivided Proportionate Share”** shall mean undivided proportionate share of the Apartment Buyer in the land beneath the building in which the Said Apartment is situated and proportionate share in the Common Facilities for the said Apartment shall be as per the Declaration filed after obtaining Full Occupation Certificate.

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1.2 Rules of Interpretation:

This Apartment Buyer's Agreement shall be interpreted in accordance with settled principles of law and interpretations, and as per the following principles:

- a. The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof;
- b. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or circumstances except as the context otherwise requires;
- c. Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same;
- d. The Annexures to this Agreement, shall form an integral part hereof.

2. ALLOTMENT:

- 2.1 That in consideration of the payment made/ to be made by the Buyer to the Developer in the manner appearing hereinafter, the Developer hereby agrees to transfer, convey and assign to the Buyer and the Buyer agrees to purchase the Said Apartment at the 'Total Sale Consideration' as specified in Clauses 4.1 and upon performance and observance of the terms and conditions set out hereunder.
- 2.2 Upon receipt of the Total Sale Consideration and obtaining the full/ part occupation certificate, the right, title and interest in the Apartment along with the Undivided Proportionate Share shall be transferred in favor of the Buyer by way of a Conveyance Deed in accordance with the Declaration. It is further clarified that the Undivided Proportionate Share mentioned above shall be finalized only after obtaining the Full Occupation Certificate and on such terms and conditions as specified in the Conveyance Deed in accordance with applicable Law(s), including the rules and regulations of Haryana Government.

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3. THE APARTMENT:

3.1 Subject to the terms and conditions set out in this Agreement, the Developer agrees to sell to the Buyer and the Buyer hereby agrees to purchase the Said Apartment with the specifications identified as follows:-

Apartment No.	Tower	Floor	Tentative Super Area (Approx.)	PLC (if any)	Additional Specifications/ Utility/ Car Parking Space
.....Sq. Mtr. (..... Sq. Ft.)		

3.2 It is hereby clarified that the term 'Said Apartment' refers to the tentative Super Area of the Said Apartment and that the term 'Project' includes various Common Areas and Facilities therein, subject to reasonable restriction or permission deemed necessary for safety reasons and excluding those apartments and all other areas in the Project which have been allotted/sold to others and/or unsold/ un-allotted apartments/ areas the rights over which still vest with the Developer.

3.3 The Parties agree that together with the ownership of Undivided Proportionate Share, the Buyer shall also be granted undivided proportionate usage rights in the Common Areas and Facilities in accordance with the Declaration. (*specified as Part A in its definition*). It is further clarified that the Undivided Proportionate Share mentioned above shall be finalized only after obtaining the Full Occupation Certificate. The Total Sale Consideration of the Said Apartment is therefore being calculated, charged and paid on the basis of the tentative Super Area of the said Apartment.

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3.4 The tentative Super Area of the Said Apartment, if provided with exclusive open terrace(s) shall not include area of such terrace(s). Buyer however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever. However, the area of such terraces shall be mentioned and charged for separately.

3.5 It is further clarified that the tentative Super Area mentioned in the Application/ Agreement is tentative and for the purpose of computing Total Sale Consideration in respect of Said Apartment only. The inclusion of Common Areas and Facilities (*specified as Part A in its definition*) within Said Building, for the purpose of calculating tentative Super Area, does not give any right, title or interest in Common Areas and Facilities to Buyer except the right to use Common Areas and Facilities by sharing with other occupants / buyers in the Said Building/ Project.

3.6 Utility Space/Car Parking Space

3.6.1 It is hereby clarified that the Buyer shall be allotted
 (.....) Car Parking/Utility Space in the basement(s).....
 of the Said Building(s) in the Project for exclusive use of the Buyers on such terms as stipulated in this Agreement and completion of payment as stipulated in Annexure –E hereof. The charges for such allocation of the Car Parking/Utility Space is included in the Total Sale Consideration, the said Car Parking Space/Utility Space shall not be independent of the Apartment and form integral part of it and can be transferred or sold together with the Said Apartment only. The Buyer shall not have any ownership rights over the said Car Parking Space/Utility Space, and shall have only a right to use which shall stand automatically transferred together any sale/transfer of the Said Apartment. The Buyer may apply for additional Utility Space/ Car Parking Space which may be allotted subject to availability at additional charges. It is hereby clarified that all Clauses of the Application and this Agreement pertaining to Allotment, possession, cancellation etc. shall apply *mutatis mutandis* to the Utility Space/ Car Parking Space and additional Utility Space/ Car Parking Space so allotted, wherever applicable.

3.6.2 Notwithstanding the above and for avoidance of doubt, it is clarified that the Buyer shall have limited right to access and usage of the Common Areas and Facilities without creation of ownership rights therein and all such Common Areas And Facilities shall be used by the Buyer along with other residents subject to payment of regular Maintenance Charges to the Maintenance Agency as the case may be.

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3.7 Alteration in the Plans and Designs: The Buyer acknowledges that the Plans, designs and Specifications of the Project as well as of the Said Apartment are tentative and the Developer shall have the right to effect suitable alterations and modifications therein, if and when found necessary in order to abide by the applicable local, municipal or any other Laws for the time being in force or on account of architectural considerations, which may entail or result in proportionate increase or decrease in the tentative Super Area or change in Specifications and consequent increase or decrease in the Total Sale Consideration of the Said Apartment. The Prime Location Charges(PLC) shall be paid or adjusted as the case may be in the next installment, if due to change in Plans and Designs an apartment ceases or becomes prime location apartment.

3.8 Change in Tentative Super Area & Specifications:

3.8.1 The tentative Super Area & Specifications of the Said Apartment provided herein this Agreement is merely indicative or tentative and the Sale/Purchase of the Said Apartment is subject to alterations and modifications necessitated during the construction and change in common areas and facilities of the Said Building/ Said Apartment.

3.8.2 The Buyer hereby agrees and confirms that in case if the increase or decrease in the tentative Super Area of the Said Apartment is upto +/- 10 %, the same need not be communicated. The Buyer hereby gives his consent and no-objection to such change in tentative Super Area. However, in case where the increase or decrease is more than +/- 10 %, the Developer shall communicate the same to the Buyer in writing. If no response to the said notice is received within 30 days from the date of dispatch of notice, the same shall amount to deemed acceptance. On the other hand, if the Buyer refuses to accept such increase or decrease in tentative Super Area as communicated in writing within the 30 days of dispatch of the notice, in that event the Developer shall cancel allotment and refund the entire money received from the Buyer with simple interest at the rate of 9 % per annum to be calculated from the date of receipt of actual payment.

3.8.3 In case of any increase in tentative Super Area of the Said Apartment, the revised Basic Sale Price shall be calculated at the original agreed rate per Sq. Mts/Sq. Ft. at which the Said Apartment was booked/ allotted.

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- 3.8.4 In case of any decrease in tentative Super Area of the Said Apartment, the Developer shall be liable to refund without interest the extra consideration through adjustment in the next installment.
- 3.8.5 Further, in all such cases, all charges including but not limited to EDC, IDC, PLC, Maintenance Charges, IFMSD, etc., shall be determined, demanded and paid by the Buyer on the basis of tentative Super Area of the Said Apartment without interest determined at the time of issuance of notice of possession.
- 3.8.6 The Specifications of the Said Apartment too are subject to change as necessitated during construction of the Said Apartment. In such an event material of equally good quality shall be used by the Developer. In case of up-gradation of any item or use of extra items in the Specifications of the said Apartment, the Buyer shall pay cost incurred by the Developer. The Buyer shall satisfy himself in respect of the design, Specifications, fittings etc. used by the Developer in the Said Apartment at the time when the Said Apartment is handed over at the time of notice of possession.
- 3.8.7 The Buyer hereby agrees and confirms that in all the above cases of change in tentative Super Area, Specification or its location, the opinion of the Developers' architects shall be final and binding on the Buyer and no claim, monetary or otherwise, will be made by the Buyer or entertained or accepted by the Developer.
- 3.9 The basement(s) and service areas, if any, as may be located within the Said Building/Project, may be earmarked by the Developer to house services including but not limited to electric sub-station, transformer, DG set rooms, air-conditioning plants and equipment, underground water tanks, pump rooms, maintenance and service rooms and its office, firefighting pumps and equipment's etc. and other permitted uses as per zoning Plans/building plans. The Buyer shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance services unless such portion of basement/ service area is specifically allotted by the Developer to the Buyer for specified use.

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4. TOTAL SALE CONSIDERATION:

- 4.1.1 Pursuant to the Application by the Buyer and the subsequent Allotment of the Said Apartment to the Buyer, the Buyer has agreed to pay to the Developer a sum of Rs.....(Rupees.....Only) towards Total Sale Consideration of the Said Apartment. The Total Sale Consideration for the Said Apartment is calculated on the basis of tentative Super Area and its schedule of payment is mentioned in Annexure-E. The Buyer has already paid the booking amount of Rs.....(Rupees.....Only) inclusive of service tax, towards part consideration for purchase of the Said Apartment. The Buyer agrees and undertakes to pay the Total Sale Consideration, and other Additional Charges as described in this Agreement in the manner and in accordance with the timelines indicated herein.
- 4.1.2 That in addition to the above payments, the Buyer shall also be liable to pay Maintenance Charges and other Additional Charges detailed in this Agreement, all of which are distinct and separate from the Total Sale Consideration amount and other amounts recorded in this agreement.
- 4.1.3 That all taxes and statutory levies presently payable in relation to land (as on the date of license) comprised in "ARETE" have been included in the Basic Sale Price of the said Apartment. However, it is clarified that all other Taxes on the Project, Land, construction, construction services/project cost, work contracts, booking, sale purchase of the Said Apartment which may be imposed by the Government Authority/Authorities, shall be payable by the Buyer on pro-rata basis on the tentative Super Area of the Said Apartment in addition to the Total Sale Consideration.

4.2 External Development Charges(EDC) and Infrastructural Development Charges(IDC):

The External Development Charges ("EDC") and Infrastructural Development Charges ("IDC"), for external services to be provided by the Government of Haryana as on the date of grant of license are included in the Total Sale Consideration of the Apartment. In the event of any further increase in the EDC and/or IDC prior to the execution of the Sale Deed/Conveyance Deed, the same shall be payable by the Buyer to the Developer on demand. However, in the event EDC and/or IDC or any other charges/levies/taxes etc are

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increased after execution of the Sale Deed/Conveyance Deed the same shall be payable by the Buyer directly to the Government Authority/ Authorities, as and when required. Provided that if such charges are raised on the Developer by the Government Authority/ Authorities then such charges shall be paid by the Buyer to the Developer on pro-rata basis along with administrative charge for postage, collection, deposit of increased EDC/IDC etc. to the Government Authority/ Authorities, as and when such a demand is made by the Developer to the Buyer. If such charges are increased (including with retrospective effect), after the sale/conveyance deed has been executed and the same becomes due and payable, the Buyer shall pay the same and such charges which shall be treated as unpaid sale price/consideration of the said Apartment and the Developer shall have a charge/ lien on the said Apartment for recovery of such charges from the Buyer. This Clause shall survive execution of the Conveyance/Sale Deed to be executed in favour of the Buyer.

4.3 Additional Charges for compliance of statutory requirements:

That the Buyer agrees to make payment of such other statutory charges or any additional costs on a pro rata basis on tentative Super Area of the Said Apartment as may be incurred by the Developer or the Maintenance Agency towards any additional fire safety measures, expansion of STP capacity, solar energy utilization, up-gradation of any other service or facility in compliance of statutory requirements in the Project due to any government regulations, orders, directives, guidelines or any subsequent central or local legislation or any change, retrospective or prospective, in the existing guidelines. ("Additional Charges")

4.4 Preferential Location Charges:

- 4.4.1 Apart from Basic Sale Price, the Buyer shall be liable to pay Preferential Location Charges ("PLC") related to park facing, two side open, 3rd Floor to 10th Floor, sports facing, ground floor, first floor and second floor apartments in the Project, in case the Buyer opts for any such preferentially located apartment. However, if due to change in layout plan on account of architectural considerations or on account of change in local laws or otherwise for any such other similar reason beyond the control of the Developer, the Said Apartment ceases to be preferentially located, the Developer shall be liable to refund the amount of preferential location charges paid by the Buyer, without any interest or compensation and such refund shall be through adjustment in the next installment due as per the Payment Plan annexed as Annexure- E.

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4.4.2 Similarly, if as a result of the change in layout plan on account of architectural considerations or on account of change in local laws or otherwise for any such other similar reason beyond the control of the Developer, the Said Apartment (though not being preferentially located at the time of allotment) becomes preferentially located, the Buyer shall pay PLC as applicable and demanded along with next installment as per the Payment Plan.

4.4.3 It is clarified that the PLC rates may vary or change from Buyer to Buyer, however the rate agreed with any Buyer shall remain firm and fixed.

4.5 Escalation Charges:

4.5.1 The Buyer agrees and understands that the Basic Sale Price is based on the price and cost of material and labour charges as prevailing thereto on and around 31.12.2013. If however, during the progress of construction up to the expiry of 54 months from the above mentioned date, there is an increase in the price of the material used in the construction work and /or labour charges ("**Escalation Charges**"), the same shall be borne/payable by and/or recoverable from the Buyer.

4.5.2 In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Developer shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Buyer agrees and accepts that by choosing these independent RBI indexes, the Developer is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

- Steel - Index published as "Steel – Long in the category of Basic Metals, Alloys & Metal Products".
- Cement – Index published as "Cement and Lime in the category of Non-Metallic Mineral Products".
- Fuel & Power- Index published as "Fuel & Power".
- Other Building Construction materials – Index published as "All Commodities in the Index Numbers of Wholesale Prices in India".
- Labour – Index published as "Consumer Price Index Numbers for Industrial Workers".

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- 4.5.3 It is mutually agreed and binding between the Buyer and the Developer that 50% of the Basic Sale Price of the Said Apartment shall be treated, as construction cost for the purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost. Escalation Charges shall be computed at the expiry of 54 months or at the time of notice of possession. The RBI indexes for the month of December 2013 and for the month of June 2018 shall be taken as opening and closing indexes respectively to compute the Escalation Charges.
- 4.5.4 The Developer shall appoint a firm of Chartered Accountants to independently audit and verify the computation of Escalation Charges done by the Developer from time to time. Such audited and verified Escalation Charges shall be paid /refunded or adjusted, as the case may be, by/to the Buyer before notice of possession of the said Apartment.
- 4.5.5 The Escalation Charges, as intimated to the Buyer shall be final and binding on the Buyer. The Buyer agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of this Agreement and would constitute an 'Event of Default' as described in Clause 9.1 of this Agreement. No possession shall be handed over to the Buyer unless Escalation Charges are paid in full along with delayed interest, if any.
- 4.5.6 Any escalation beyond 54 months shall be to the sole account of the Developer and the Buyer shall not be responsible to pay any escalated amount unless such delay is on account of Force-Majeure conditions.
- 4.5.7 An example enclosed herewith as **Annexure-F** illustrates the computation of Escalation Charges.

4.6 Club Membership Charges (CMC):

- 4.6.1 In accordance with the development plan of the Project, the Developer, at its own cost and expense, proposes to set up a club and the Buyer has agreed to avail membership of this club. This club may be developed simultaneous to or after development of the Said

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Apartment/Project and for the membership of the club; the Buyer agrees to pay a one-time Club Membership Charges (CMC) payable as per Payment Plan opted by the Buyer. Payment of CMC shall not confer individual or collective ownership in the Club to the Buyer or Buyers.

- 4.6.2 Over and above the CMC, on the club becoming functional, depending upon requirements of the members, for the usage of facilities, improvements/ up-gradations to be carried in the club and other related matters regarding running and maintenance of the club, the Buyer shall pay such charges as prescribed by the Developer and/or the management of the club from time to time and the Buyer also agrees to abide by rules, regulations and Bye Laws formulated for proper maintenance and operation of the club.

5. EARNEST MONEY

- 5.1 The Buyer has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him for the Said Apartment allotted to him, the Developer shall treat 10% (Ten Percent) of the Total Sale Consideration together with any other Non Refundable Amounts as defined herein before towards Earnest Money to ensure fulfillment, by the Buyer, of the terms and conditions as contained in the Application and this Agreement.
- 5.2 The Buyer further authorizes the Developer to forfeit towards Earnest Money in the event of the failure of the Buyer to perform his obligations or fulfill all/any of the terms and conditions set out in the Application and/or this Agreement executed by the Buyer including but not limited to the occurrence of any 'Event of Default' as described in Clause 9.1 of this Agreement.
- 5.3 The Buyer agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the Conveyance Deed for the Said Apartment and the Buyer hereby authorizes the Developer to effect such forfeiture without any notice to the Buyer and the Buyer has agreed to this condition to indicate his commitment to faithfully abide by all the terms and conditions contained in his Application and this Agreement.

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6. MODE & MANNER OF PAYMENT:

- 6.1 The Total Sale Consideration is to be paid by the Buyer to the Developer as per the Payment Plan opted by the Buyer, and as set out in accordance with the terms of **Annexure-E**.
- 6.2 It is agreed between the Parties that the Developer shall raise a demand in writing upon the Buyer on achieving a respective stage of construction on which the particular installment falls due in accordance with the Payment Plan opted by Buyer. It is agreed between the Parties that any demand for payment shall be sufficiently made by dispatching a notice bearing the address specified by Buyer under this Agreement, and such demand shall be deemed to have been made upon the expiry of 3 (three) days after the posting of such letter. The Buyer is required to make all payments as specified in the demand for payment, within 15 (fifteen) days or the period mentioned in the demand note.
- 6.3 All payments due from the Buyer under this Agreement shall be made only through demand draft(s), pay orders or A/c payee cheques in favour of **"International Land Developers Private Limited"** payable at **"New Delhi"** or any other account as may be provided by the Developer from time to time. The reverse of each cheque shall record the Said Apartment number and name of the Buyer along with telephone number.
- 6.4 It is clarified that the invoice for the service tax & VAT payable with each installment as per the Payment Plan shall be raised along with the demand note for each installment payable as per the Payment Plan opted by the Buyer. The Buyer shall make the payment to the Developer after deducting TDS as may be applicable and at the rate specified by the concerned Government Authority/Authorities or any other appropriate authority from time to time. The amount shall be credited to the account of the Buyer on submission of proof of payment/deposition of "TDS on purchase of property" to the Govt. Account and submission of TDS certificate by the Buyer in Form-16B.
- 6.5 In the event of delay on the part of the Buyer in making payment as per the demand note raised as per Payment Plan opted by the Buyer and / or other charges required to be made in accordance with the timelines indicated herein, then, without prejudice to the Developer's rights to terminate this Agreement, the Buyer shall be required to pay interest at the rate of 18% per annum from the due date in relation to all such outstanding amounts/payments till the date of final settlement of all amounts payable (including interest thereon).

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6.6 Further, all payments received will be first applied towards applicable interest and other dues, if any, and only thereafter towards the installments as due under the Payment Plan.

6.7 If the Buyer fails to pay any installment(s) or other payments required to be made in accordance with the Payment Plan opted, agreed & accepted, together with any applicable interest, within a period 90 (ninety) days from the due date, the Developer shall, without prejudice to any other rights of the Developer under law or equity, have the right to terminate this Agreement forthwith. Upon any such termination of this Agreement, arising out of a default of the Buyer in making any payment hereunder, the Buyer shall not be entitled to any rights, title, lien, claims or demands whatsoever against the Said Apartment, or the Developer. Any amount deposited or paid by the Buyer towards the Said Apartment shall be refunded by the Developer to the Buyer, after deduction of and retention of the Non Refundable Amount and Earnest Money specified in Clause 5 under this Agreement. The remaining amounts (net of all deductions, as specified above) shall be refunded (without any interest payments thereon) by the Developer to the Buyer.

6.8 For all payments, the date of receipt issued by the Developer against the demand draft/ pay order/cheque shall be taken as the date of payment subject to clearance. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Developer to charge from the Buyer an additional amount of Rs.1,000/- (Rs. One Thousand only) towards administrative handling charges ("**Handling Charges**") for each default.

6.9 The Buyer shall be entitled to a receipt, as issued by the Developer against delivery of every demand draft/ pay order/cheque issued to the Buyer, subject to the clearance of the said demand draft/ pay order/cheque.

7. CONDITIONS FOR LOAN FROM BANK AND FINANCIAL INSTITUTIONS:

7.1 Save and except in the case of any bank, financial institution or the Developer with whom a tripartite agreement has been separately executed for financing the Said Apartment, or where the Developer has given a permission to mortgage to any bank, financial institution for extending a loan to the Buyer against the Said Apartment, the Developer shall not be responsible towards any other third party, who has made payments or remittances to the Developer on behalf of the Buyer and any such third party shall not have any right against the Said Apartment, Allotment or under this Agreement whatsoever. The Developer shall issue

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the payment receipts only in favour of the Buyer. Under all circumstances and notwithstanding anything to the contrary contained, the Buyer is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement in timely manner.

- 7.2 The Buyer may elect to have the Apartment financed from an approved bank/financial institution ("**Buyer's Bank**"). Upon the Buyer's Bank giving a guarantee to the Developer (or the bankers/financiers of the Developer) to pay the installments on the due dates specified hereunder, the bankers/financier of the Developer may release / transfer, mortgage of the Said Apartment in favour of the Buyer's Bank directly, who may then hold the same as security for recovery of the dues against the Buyer.
- 7.3 The creation by the Buyer of any encumbrance, or mortgage (including any security, pledge , charge, lien, or any other right of like nature with any third party) in relation to the Said Apartment or, including in favour of the Buyer's Bank will require the consent of the Developer, which consent shall not be unreasonably withheld.
- 7.4 Notwithstanding such financing of the Said Apartment by the Buyer's Bank, the Buyer shall be responsible for the timely payment of the Total Sale Consideration as per the Payment Plan agreed with the Developer. In the event of delay and/or default on the part of the Buyer in making payment of the Total Sale Consideration as per the Payment Plan, the Buyer shall be responsible for the consequences as stipulated under this Agreement.

8. TIME IS THE ESSENCE:

- 8.1 It is hereby agreed by the Parties that time is the essence under this Agreement and the Buyer shall timely payment of each installment of the Total Sale Consideration as per the Payment Plan opted and other charges, Taxes, Escalation Charges, securities, Additional Charges, deposits including any interest or penalty payable under this Agreement in accordance with the timelines indicated herein and timely performance by the Buyer of all his obligations under this Agreement, and for the Developer to complete the construction of the Said Apartment.

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8.2 The Developer shall be under no liability to send reminders of payments to the Buyer after sending a demand letter. In the event of any delay in payment of the installments for the Total Sale Consideration, or the failure to pay the stamp duty, registration fee, or any other charges or amounts including deposits, payable by the Buyer or as may be notified by the Developer, under the terms of this Agreement, the same shall be construed as Event of Default as prescribed in Clause 9.1 of this Agreement.

9. CANCELLATION OF AGREEMENT AND ALLOTMENT:

9.1 Events of Default:

9.1.1 Notwithstanding anything contained to the contrary in this Agreement, it is specifically made clear to the Buyer that all defaults, breaches and/ or non-compliance of any of the terms and conditions of this Agreement, shall be deemed to be events of defaults ("**Event of Default**"), which are liable for consequences stipulated herein. With a view to acquaint the Buyer, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:-

- (i) Failure to make payments within the time stipulated in the Payment Plan as given in **Annexure-E** and failure to pay the Maintenance Charges and other deposits and amounts, including any amount agreed under this Agreement, interest or penalty, Holding Charges, the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer or other agency appointed by the Developer, any other charges, deposits for bulk supply of electrical energy, IAC, Levies & Taxes or increase in Levies & Taxes, Additional Charges, etc. as may be notified by the Developer to the Buyer under the terms of this Agreement, and all other defaults of similar nature.
- (ii) Failure to perform and observe any or all of the Buyer's obligations as set forth in this Agreement or if the Buyer fails to execute any other deed / document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer in relation to the Said Apartment.

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- (iii) Failure to take possession of the Said Apartment and/or execute the Conveyance Deed within the time stipulated by the Developer in its notice of possession.
- (iv) Failure to execute Maintenance and Service Agreement and/or to pay on or before its due date the Maintenance Charges, IFMSD, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer, its nominee, or Maintenance Agency appointed by the Developer..
- (v) Assignment of this Agreement or any interest of the Buyer in this Agreement without prior written consent of the Developer.
- (vi) Repeated dishonor of any cheque(s) given by Buyer for any reason whatsoever.
- (vii) Any breach of the terms and conditions or omission or failure to perform the terms of this Agreement, any other undertaking, affidavit / agreement.
- (viii) If the Allotment of the Said Apartment has been obtained through misrepresentation and concealment or suppression of any material fact.
- (ix) The Buyer has violated or violates any Law(s) or any of the directions, rules and regulations framed by the Developer or the Maintenance Agency or by any statutory body or Competent Authority, including Government of Haryana.

9.2 Consequences of Default:

- 9.2.1 Notwithstanding anything contained in this Agreement, upon the occurrence of anyone or more of event(s) of default under this Agreement the Developer may, at its sole discretion, issue 30 days written notice calling upon the Buyer to rectify the default(s). If the default is not rectified within the notice period, this Agreement shall be cancelled by the Developer forthwith without any further notice and the Developer shall be entitled to forfeit the Earnest Money and other Non-Refundable Amount as specified in Clause 5 hereinabove. It is clarified that upon such cancellation the Developer shall be released and discharged of all liabilities and obligations under this Agreement and the Buyer shall have no right, title or interest in the Said Apartment in any manner whatsoever.

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- 9.2.2 Upon the termination of this Agreement/ cancellation/ withdrawal of the Allotment following default by the Buyer, any amounts deposited or paid by the Buyer to the Developer, shall be refunded to the Buyer, without any interest thereon, subject to the deduction/forfeiture of the Earnest Money and Non-Refundable Amount specified in Clause 5 hereinabove.
- 9.2.3 It is hereby clarified that any refund/release of any amount by the Developer to the Buyer shall be made by the Developer through account payee cheque/s. Any delay in refund of the payment / balance consideration upon cancellation shall not have any bearing on the factum of cancellation which shall remain valid and with effect from the date of such cancellation irrespective of non-payment/ delay in refund.
- 9.2.4 Prior to the refund and release of any sums due to the Buyer hereunder, it is the sole responsibility of the Buyer to inform and specify to the Developer, each of the encumbrances, claims, outstanding and dues from the Buyer to any party in relation to the Said Apartment, and obtain clearances (from all such persons) in relation to the same to the satisfaction of the Developer. Any such refund and release shall be subject to the Buyer indemnifying the Developer in relation to any undisclosed encumbrances, claims, outstanding and dues, and all other losses to the Developer.
- 9.2.5 It is hereby agreed by the Parties that in the event of this Agreement being terminated as aforesaid, the Developer shall be free to sell the Said Apartment to a new buyer, free of any rights of and/or liabilities/obligations towards the Buyer.
- 9.2.6 For the removal of doubts, it is clarified that notwithstanding the fact that either the refund cheque has not been dispatched by the Developer, or if dispatched, it has not been received by the Buyer or if received, such refund cheque is not presented by the Buyer for encashment, the mere dispatch of the notice of termination/ cancellation of Allotment by the Developer would be deemed to be sufficient and by itself constitute termination of this Agreement and cancellation of the allotment and no further act on the part of the Developer would be necessary for this purpose.
- 9.2.7 In case the Buyer has given a written notice to seek refund of the amount paid towards purchase of the Said Apartment, then in that event the Developer may cancel the Allotment and forfeit the Earnest Money and Non-Refundable Amount as stipulated in Clause 5 and the balance amount, if any, shall be refunded by the Developer without interest after adjustment

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of interest accrued on the delayed payment(s), if any, due from the Buyer and deduction of brokerage paid to broker, if any. Where any loan facility is availed of (by the Buyer), the Buyer shall obtain and provide to the Developer, written acknowledgment, and acceptance, by the bank and/or financial institution, that it is aware of the intention of the Buyer and his unconditional undertaking to release the Said Apartment to the Developer, that any such refund to the Buyer shall not result in any liability of the Developer towards any entity, including but not limited to the bank, in respect of any financial commitments of the Buyer.

10. POSSESSION OF APARTMENT:

10.1 Subject to timely grant of all approvals (including revisions thereof), permissions, certificates, NOCs, permission to operate, full/part occupation certificate etc. and further subject to the Buyer having complied with all its obligations under the terms and conditions of this Agreement, and subject to all the buyers of the apartments in the Project making timely payments including but not limited to the timely payment of the Total Sale Consideration, stamp duty and other charges, fees, IAC, Levies & Taxes or increase in Levies & Taxes, IFMSD, Escalation Charges, deposits, Additional Charges to the Developer and also subject to the Buyer having complied with all formalities or documentation as prescribed by the Developer, the Developer shall endeavour to complete the construction of the Said Apartment within 48(Forty Eight) months from the date of execution of this Agreement and further extension/grace period of 6 (six) months.

10.2 The Parties agree and acknowledge that where the completion of the construction of the Said Apartment and/or the handing over of the possession of the Said Apartment is delayed by any reasons beyond the control of the Developer, including without limitation Force Majeure, then no claim whatsoever by way of any damages/compensation shall lie against the Developer, and the Buyer hereby waives all rights and claims in this regard. Further, where there occurs any delay in possession being handed over to the Buyer on account of any of the reasons specified under this Clause and Clause 18 (Force Majeure), the Developer shall be entitled to a reasonable extension of time for handing over possession of the Said Apartment to the Buyer.

10.3 Prior to handing over of the possession of the Said Apartment to Buyer, the Developer shall obtain the part/full building occupation certificate from DTCP, Haryana.

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- 10.4 Without prejudice to the above, it is hereby agreed that possession of the Said Apartment shall be delivered by the Developer to the Buyer only upon registration of the Conveyance Deed and the Developer having received the occupation/ part occupation certificate from the DTCP, Haryana, and provided that all dues and demands payable up to the date of such possession, including as specified under this Agreement, by the Buyer have been made to the Developer together with all applicable interest (including for any delays) and all Taxes.
- 10.5 Any claim with regard to deficiency in the Specifications of the Said Apartment or the workmanship thereof shall be brought to the notice of the Developer and got rectified prior to taking possession thereof and under no circumstances shall any complaint in this regard be maintainable after the Buyer takes possession of the Said Apartment. Claims, if any, would be deemed to have been waived by the Buyer by virtue of taking possession of the Said Apartment. For the removal of doubts, it is clarified that upon taking possession of the Said Apartment, the Buyer shall be deemed to have no subsisting claim against the Developer in respect of the area, Specifications, quality, construction and any item of work in the Said Apartment, which may be alleged not to have been carried out or completed or for any other reason whatsoever.
- 10.6 It is, however, agreed and understood by the Parties that various towers in the Project are to be completed in phases and upon the completion of each such tower, the apartments therein shall be handed over to the respective buyers of that tower after obtaining part occupation certificate from DTCP, Haryana. The Buyer is fully aware that during the course of construction, there will be some unavoidable inconveniences to the residents who have already moved to the Project/respective apartments.
- 10.7 Upon receiving a written intimation from the Developer, the Buyer shall, within the time stipulated by the Developer in the notice of possession, take possession of the Said Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Apartment with rights to use Common Facilities to the Buyer. In case the Buyer fails to take possession, such Buyer shall still be liable to pay Maintenance Charges as prescribed in this Agreement and raised from time to time by the Developer/nominated Maintenance Agency.

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10.8 Further it is agreed by the Buyer that in the event of his/her/it failure to take over the Said Apartment in the manner as aforesaid within a period of 3 (three) months from the date of notice of possession, then the Developer shall have the option to cancel this Agreement. If the Developer elects to cancel this Agreement, the Developer shall have the right to retain/ forfeit the Earnest Money and other Non-Refundable Amount as specified in Clause 5 of this Agreement and refund the balance amount to the Buyer without interest within 30 (thirty) days of such cancellation.

10.9 In the event of the Buyer failing to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Buyer shall be deemed to have taken the possession of the Said Apartment upon expiry of 30 (thirty) days of notice of possession by the Developer and the Buyer shall be liable for the payment of Maintenance Charges (w.e.f. the Notice of Possession) as determined by the Developer/Maintenance Agency as the case may be or any other taxes, leviable or applicable in relation to the Said Apartment and the Developer shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the Said Apartment on account of such failure to take possession.

10.10 The Parties agree that after taking possession or deemed possession of the Said Apartment, as the case may be, or at any time thereafter, the Buyer shall have no objection to the Developer undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Said Apartment. Further, where, if any later change in any applicable Law(s) permits further construction on any portion of the Land or any part of the Project, the Developer shall be entitled to undertake the said construction and the Buyer shall not have any objection and shall consent to such further construction.

10.11 Charges for delay in handing over of possession:

If the Developer fails to complete the construction of the Said Apartment to the Buyer by the end of the 48 (forty-eight) months from the date of execution of this Agreement and grace period of 6 (six) months and also any reasonably extended period on account of Force Majeure, if any, the Developer agrees to pay only to the original Buyer and not to anyone else viz. transferee(s) and subject to timely grant of approval by the Competent Authority and the Buyer not being in default under any term of this Agreement including but not limited to delay in payment of installments or any other demand made by the Developer in regard to the Said Apartment from time to time, compensation @ Rs.5/- per sq. ft. of the *tentative* Super Area of

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the Said Apartment per month for the period of such delay after expiry of such extended periods as permitted under this Agreement provided further that the Buyer has raised a demand in writing for such compensation from the Developer. For removal of doubt, it is made clear that no such compensation shall be paid in case of delay in issuance of full/part occupation certificate and other approvals and permissions by Government Authority/Authorities and delay in payment and default in compliance with other terms of this Agreement or due to any reason beyond the control of the Developer even if a demand to this effect has been raised. The adjustment of such compensation shall be done only at the time of settling the final accounts for handing over the possession, the Said Apartment to the Buyer first named in this Agreement and not earlier.

10.12 For removal of doubt, it is made clear by the Developer, and fully understood by the Buyer that in case the Developer has given any concession in the rate or the Payment Plan or the waiver of interest accumulated on delayed payment of installments, then the Buyer shall not be entitled to claim any compensation, damages of whatsoever nature as defined in this Agreement on account of delay in completion of construction or notice of possession of the Said Apartment.

10.13 Holding charges for delay in taking possession:

Notwithstanding any other provisions of this Agreement, the Buyer agrees that if he fails, ignores or neglects to take the physical possession of the Said Apartment in accordance with the notice of possession sent by the Developer, the Buyer shall also be liable to pay charges @ Rs.5/- (Rupees Five Only) per month per sq. ft. of *tentative* Super Area of the Said Apartment ("**Holding Charges**") in addition to the monthly Maintenance Charges and other Taxes, charges, fees etc. The Holding Charges shall be a distinct charge in addition to the monthly Maintenance Charges and not related to any other charges/consideration as provided in this Agreement. The Holding Charges shall also be in addition to the amount payable by the Buyer as his share of the Taxes or other administrative charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency.

10.14 Failure to deliver possession/failure to obtain any Approval (s) or sanction (s):

10.14.1 If for any reason the Developer is not in a position to offer the Said Apartment, despite the Developer having complied with the requirements stipulated by the sanctioning authority/ Competent Authority at the time of launch of the Project, but owing to absence of any subsequent Approval required during the course of construction such as supply of power

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by Dakshin Haryana Bijli Vitran Nigam (DHBVN), absence of domestic water supply system by Haryana Urban Development Authority (HUDA)/other public authority etc., resulting in inordinate delay, abandonment of Project/Said Building/ tower etc., the Developer may offer the Buyer alternative property or refund the amount paid by the Buyer in full with interest @ 9% per annum from the date of actual payment(s) by the Buyer without any further liability to pay any damages, charges or compensation of any nature whatsoever.

10.14.2 It is herein clearly understood and agreed that the refund by the Developer of the entire amount received and interest as stated above, is with the specific understanding and condition that after such cancellation and dispatch by the Developer of such amounts, the Buyer shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment and/or the Project. In such an event, the Application/Allotment/this Agreement shall be treated as null and void and the Buyer has fully understood and agrees to the same and authorizes the Developer in this regard to refund the amount.

11. OWNERSHIP AND TRANSFER:

11.1 After the grant and receipt by the Developer of the part/full occupation certificate from DTCP, Haryana for the Said Building in which the Said Apartment is situated, the Developer shall, subject to the Buyer having paid the entire consideration and such other charges and dues including IAC, Levies & Taxes or increase in Levies & Taxes, Additional Charges to the Developer as per the Payment Plan opted, execute the Conveyance Deed in favour of the Buyer as per applicable Laws, including inter alia the rules, regulations and bye-laws of the Haryana Government.

11.2 The Buyer shall have no proprietary, title or interest over any Common Areas and Facilities, including without limitation any lawns, lobbies, staircase, lifts and corridors etc. Provided that the Buyer shall, subject to the payment of all Maintenance Charges to Maintenance Agency, have easementary rights of use of the Common Area and Facilities subject to reasonable restriction or permission deemed necessary for safety reasons.

11.3 The Buyer agrees and undertakes to co-operate with the Developer at all times, and shall, from time to time, sign and execute all applications, papers, documents, Maintenance and Service Agreement and all other relevant papers, do all the acts, deeds and things including as

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the Developer may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of other apartment owners, in relation to the Project.

- 11.4 That all costs, charges and expenses towards execution of the Conveyance Deed including payment of stamp duty, registration charges, any Taxes, miscellaneous or other Additional Charges or related charges, out of pocket expenses, attorney fees, deed writer's fees payable under any Law(s) or demanded shall be paid and borne by the Buyer.

12. ASSIGNMENT / CHANGE OF NOMINEE(s):

- 12.1 At any time prior to the grant of occupation certificate, the Buyer may nominate a third party and may get the name of a nominee substituted in the Buyer's place and assign all rights (other than right to claim delay charges) and obligations of the Buyer under this Agreement to such third party, subject to the prior approval of the Developer and on clearing all outstanding dues, including interests, payable to the Developer in terms hereof, till that date; Further, in the event of demise of the Buyer or of any one of joint Buyer, as the case may be, his legal heirs, legal representatives, successors etc. may seek substitution of their names as per the prevailing Laws of the land, subject to submission of relevant certificates, documents and execution of the prescribed documentation with the Developer. It is clarified that assignee/nominee/transferee shall be bound by terms and conditions of this Agreement agreed by his/her assignor or transferor.
- 12.2 The Developer may permit such substitution and assignment on such terms and conditions as the Developer may deem fit and proper, and in accordance with applicable Laws including inter alia any guidelines issued by DTCP, Haryana, if any, in this regard.
- 12.3 It is hereby agreed that all applicable administrative transfer charges (as prescribed by the Developer for such substitution and assignment (including towards the execution of any agreements, documents, or contractual arrangements as maybe required under any applicable Law(s)), together with any applicable Taxes for such substitution and assignment the same will be to the sole account of and be payable by the Buyer prior to such substitution/assignment. It is clarified that any change in name of the Buyer and/or any additions/deletions thereto, including through the means of any substitution and assignment as contemplated hereinabove, shall be deemed as substitution for the purposes of this Agreement.

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- 12.4 It is hereby agreed that subsequent to the execution of the Conveyance Deed, any further transfer (whether by means of a sale, assignment, disposal or otherwise) of the Apartment or any rights therein, by the Buyer, shall be subject to applicable Laws in particular rules and regulations of Haryana Govt./Competent Authority.

13. RIGHTS OVER UNUTILIZED FAR OR ADDITIONAL FLOOR AREA RATIO (FAR):

The Buyer agrees and understands that if the FAR is not fully and completely utilized by the Developer or is increased beyond the current applicable FAR due to increase in land areas or otherwise by change in the Government Policy, the Developer shall have the exclusive right and ownership on the unutilized FAR/additional FAR beyond the current applicable FAR. It is specifically clarified that the Developer has made provision and reserved ground coverage for unutilized FAR and Additional FAR, if any, for future. The Developer shall have the sole discretion and right to utilize the unutilized FAR /additional FAR, including but not limited to constructing additional floors/buildings in the Project by use of unutilized FAR /additional FAR, the additional construction shall be the sole property of the Developer, which Developer shall be entitled to dispose of in any manner it chooses without any interference from the Buyer. The Developer shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Buyer acknowledges that the Buyer has not made any payment towards the unutilized FAR /additional FAR and shall have no objection to any such construction activities including addition of floors carried on the Said Building (in which the Apartment is located) or the Project.

14. ASSOCIATION OF APARTMENT OWNERS(AAO)/RESIDENT WELFARE ASSOCIATION (RWA):

- 14.1 The Buyer undertakes to become a member of AAO/RWA as may be formed by the Developer on behalf of the apartment owners and to pay any fee or subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary by the Developer for this purpose, failing which the same shall be treated as unpaid portion of the Total Sales Consideration payable by the Buyer herein for the Said Apartment and the Conveyance Deed/ Deed of Apartment may be withheld by the Developer till full payment thereof is received by the Developer/Maintenance Agency. An application form, the form for formation of AO/RWA, declaration and membership form shall be

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executed by the Buyer for the purpose of enrollment as a member of such AAO/RWA after issue of final notice of possession and submitted to the Developer before execution of Conveyance Deed/handling over of possession.

- 14.2 The Buyer shall from time to time sign all applications, papers, documents, Maintenance and Service Agreement and all other requisite papers as may be required by the Developer/ Maintenance Agency in pursuance to this transaction and to do all acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other Buyer in the Project.

15. MAINTENANCE OF THE PROJECT, MAINTENANCE CHARGES AND OTHER PAYMENTS:

- 15.1 The Developer and/ or its nominated Maintenance Agency shall be responsible for the maintenance and upkeep of the Common Area and Facilities, till such time as the same is transferred/ assigned to AAO/RWA of the Project, in accordance with the applicable Laws.
- 15.2 Provided further that any school, club, swimming pool, business lounges, shops, shopping center, if any, and all other such facilities shall not be transferred to AAO or RWA and the same shall always remain in the ownership, management and control of the Developer. It is made specific that such areas have not been calculated in the tentative Super Area and/ or the Buyer has not paid any consideration for such areas.
- 15.3 The Developer shall provide the requisite maintenance services within the Project which shall broadly include operation and maintenance of lifts, power backup and generator systems, fire-fighting system, garbage disposal & upkeep of Common Areas and Facilities, water supply, sewerage system and drainage system, lighting facilities for the Common Areas and Facilities and internal roads, maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, provision of general watch and ward within the Project, insurance of the building(s) and common installations / equipments / machines in the Project (collectively referred to as "**Maintenance Services**").
- 15.4 It is hereby agreed that the Developer shall be entitled to undertake the provision of the Maintenance Services, either through itself or through Maintenance Agency. The Buyer hereby agrees and undertakes to make timely payment of the Maintenance Charges towards the Maintenance Services as may be fixed by the Maintenance Agency from time to time, and

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as revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the first day of the calendar month post the notice of possession of the Said Apartment by the Developer to the Buyer. The cost of Maintenance Charges prior to such notice of possession shall not be responsibility of the Buyer.

- 15.5 The Buyer agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the “**Maintenance & Service Agreement**”) nominated by the Developer in relation to provision of Maintenance and Services in the Project, prior to the Buyer taking possession of the Apartment. The Maintenance & Service Agreement shall inter alia specify the Maintenance and Services to be provided in relation to the Apartment, the Project and the applicable Maintenance Charges payable by the Buyer in respect of the same.
- 15.6 Further, the Buyer shall pay to the Developer or the Maintenance Agency 12 (twelve) months advance Maintenance Charges, prior to taking over the possession of the Said Apartment. These charges shall be in addition to a sum of Rs./- per sq.ft. payable by the Buyer as an IFMSD. The Parties agree and acknowledge that IFMSD shall pursuant to any transfer (whether by means of a sale, assignment, disposal or otherwise) of the Said Apartment by the Buyer to a third party, be transferred in the name of such third party transferee.
- 15.7 The Buyer agrees and undertakes to pay all the applicable property tax and other Taxes as assessed by any Government Authority/Authorities, in respect of the Said Apartment or the Land (in accordance with the tentative Super Area) directly to such authority.

The Parties agree that the structure of the building(s) in the Project may be required to be insured against fire, earthquake and any other natural calamities and disasters, and that the same may be obtained by the Maintenance Agency on behalf of the Buyer (with the costs of such insurance being due and payable by the Buyer as a part of the Maintenance Charges). Provided however, that insurance in respect of contents of each Said Apartment (including but not limited to any fitting or furnishing) shall not be obtained by the Maintenance Agency, and shall be obtained separately by the Buyer (or any occupant of the Said Apartment) at the Buyer’s own cost.

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15.8 The Parties agree that in addition to the Maintenance Charges, the Buyer may from time to time be required (as may be specified by the Developer or Maintenance Agency) to contribute to a 'Replacement Fund', which shall be utilized for the express object of providing for replacement or refurbishing of capital equipments/ maintenance equipment or for carrying out major repairs to the structure, machinery and equipment, installed in the Project.

15.9 In addition to the Developer's and the Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities and Utility Space/Parking Spaces for providing necessary Maintenance Services, the Buyer agrees to permit the Developer or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Said Apartment or the defects in the Said Apartment above or below the Said Apartment. Any refusal of the Buyer to give such right to entry will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such actions as it may deem fit.

16. ELECTRICITY, WATER AND SEWERAGE CHARGES:

- i. The Electricity, Water and Sewerage Connection Charges shall be borne by the Said Apartment Buyer.
- ii. The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed and provided by the Developer.
- iii. The Buyer undertakes to pay additionally to the Developer/Maintenance Agency on demand the actual cost of electricity, water consumption charges and sewer charges and / or any other charge payable in respect of the Said Apartment.
- iv. The Buyer undertakes to pay extra charges on account of external electrification as demanded by HUDA/Regulatory Authority.
- v. The Buyer undertakes to pay all costs incurred in relation to plant and machinery deployed like electrical sub-stations, pumps, fire fighting equipments or any other plant/ equipment of capital nature within the Project as also charges for replacement, up-gradation, additions etc thereof.
- vi. In the event of there being common meter for common services recording the consumption of electricity/water by the Buyer jointly with other occupants of the Project, the Buyer shall pay within 07 (seven) days from the date of the bill to the Developer or its nominated Agency, as

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the case may be, the proportionate electricity/water charges calculated on the tentative Super Area owned by the occupants in the Project. The terms and charges for power backup supply shall be specified in the Maintenance Agreement with related terms and conditions.

17. USE OF THE APARTMENT, COMMON AREAS & FACILITIES AND TERRACES:

- 17.1 The Buyer shall not use the Said Apartment for any purpose other than for residential use or use in a manner that may cause nuisance or annoyance to occupants of other apartments in the Said Building/Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Apartment or in Common Areas and Facilities which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Said Apartment or anywhere in the Project or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Buyer hereby agrees to indemnify the Developer against any penal action, damages or loss due to misuse for which the Buyer/occupant shall be solely responsible.
- 17.2 The Buyer agrees and undertakes that the Buyer shall not do or permit to be done, any of the following acts:
- a. To do anything in or about the Said Apartment which may cause or tend to cause damage to any flooring or ceiling or any part of the Said Apartment or any apartment above/below or adjacent to Said Apartment or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - b. To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas even if the entire floor/floors in any part of the Project are occupied by the Buyer.
 - c. It is hereby clarified that the Buyer of any apartment on the ground floor of the said Building or any tower in the Project shall not have exclusive right over the lawn or any open space (or any other Common Areas and Facilities), attached/close to the Said Apartment.
 - d. To enclose the balconies or any other open areas forming a part of the Said Apartment, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Said Apartment.

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- e. To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Said Apartment which in the opinion of the Developer/Maintenance Agency differ from the colour scheme of the Project. It is hereby clarified that while the Buyer shall be free to decide on the interiors and the colour scheme thereof, the Buyer shall not change the colour and facade of exterior of the Said Apartment as specified hereinbefore.
- f. To put up any name or signboard, publicity or advertisement material outside the Said Apartment or anywhere in the Common Areas and Facilities without prior permission of the Developer or their nominee in writing.
- g. To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the Project.
- h. The Buyer shall at the Buyer's own cost keep the Said Apartment in good and tenantable condition, and repair and maintain the same properly. The Buyer shall also keep the inside of the Said Apartment in a neat, clean and tidy condition. The Buyer will ensure that all dirt, refuse and waste is properly transported out in covered cans / bags.
- i. To do, nor permit or suffer anything to be done in any manner to any part of the Said Building, the staircase, lifts, shafts and common passages, compound which would expose the Project to any kind of risk or loss, whether physical legal or otherwise be unbecoming of a building Project of the nature of Project.
- j. To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the Said Apartment or any part thereof, and shall not chisel / drill or in any other manner cause damage to columns, beams, walls, slabs or concrete or other structural support. Further, no damage to the Said Building would be caused in any manner and all norms of safety, firefighting systems will have to be observed / maintained.
- k. To divide or sub-divide the Said Apartment in any manner, which is at all times required to remain a single family apartment.

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- l. store / stock / bring into / keep in the Said Apartment any goods / material / fluid/ chemical / substance of explosive / hazardous / combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Buyer's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and /or expose to risk of such damage, to the structure or safety of the building or neighboring apartments, and/or the assets of the other occupants or the equipments in the Project.
- m. To do any act or omission which may endanger the occupation of the other areas or be a source of nuisance to others.

17.3 Agreement Subject to provisions of Haryana Apartment Ownership Act: The Parties have confirmed and assured each other prior to executing this Apartment Buyer Agreement that they have read and understood the Haryana Apartment Ownership Act, 1983, notification issued and rules framed there under and its implications thereof in relation to the various provisions of this Apartment Buyer Agreement and shall comply with them, as and when applicable and from time to time along with any statutory amendment(s) or modification(s) thereof or the provision(s) of any other Law(s) dealing with the matter. The Undivided Proportionate Share of the Apartment Buyers' and the Developer's ownership of Commercial Areas & Facilities developed by the Developer at its cost, shall be as specified in the Declaration filed at the time of Full Occupation Certificate, by the Developer in compliance of Haryana Apartment Ownership Act, 1983, read with the Rules thereunder, and shall be binding upon the Said Apartment Buyer and Buyer's right, title and interest in the Said Apartment shall be governed by what is specified in the said Declaration, which will be in consonance with this Apartment Buyer Agreement. For the purpose of this Clause, "Commercial Areas & Facilities" shall mean Part D of the Common Area & Facilities excluding the "*Dwelling Units for economically weaker section (EWS) / below poverty line (BPL)*".

17.4 The Buyer further agrees, acknowledges and undertakes that:

- a. No immoral, improper, offensive or unlawful use shall be made of the Said Apartment or the Project or any part thereof. Further, the Said Apartment shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Project. The Buyer shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of the other apartments and the Project.

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- b. The Buyer shall adhere to and abide by all Law(s), bye-laws, rules and regulations of the any Government Authority/Authorities, local body having jurisdiction including the provisions of any other Law(s) applicable earlier or made applicable hereafter to the Said Apartment/Project and as maybe amended from time to time, and to pay all applicable Taxes as maybe due, in respect of the Said Apartment, and in respect of the Land and/or the Project(in proportion to the tentative Super Area of the Said Apartment) including the rules and regulations framed by Maintenance Agency appointed by the Developer and/or Maintenance Agency.
- c. The Project shall always be known as 'ARETE' and the same shall not be changed by any AAO/RWA or any other persons unless so desired by the Developer, in its sole discretion, at anytime during the construction of the Project or after completion thereof. Further, at all times, the name of the ARETE and the Developer shall be displayed at a prominent place in the Project. The copy right/trade mark/property mark and all intellectual property (including the word 'ARETE'), (whether registered or not) shall always remain and vest with the Developer, and no person, including but not limited to the Buyer/AAO/RWA shall have any claim or right of any nature whatsoever on the said intellectual property.
- d. **EWS units, schools, shops, Club, commercial premises /building, Etc:** The Buyer shall have no right, title or interest in any form or manner in the land earmarked in the Project for EWS units /dwelling apartments, balance car parking space(s), school(s), shops, commercial premises, club and the buildings constructed thereon and facilities provided therein. The Developer shall enter into a separate agreement with Buyer of EWS units / dwelling apartments, school(s), shops, commercial premises etc. for the purpose of their allotment / sale.
- e. That Notwithstanding anything to the contrary, the Developer reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, of any of the buildings in the said Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/ lease the same for advertisement purposes and the Buyer agrees that he/she/it shall not object to the same and make any claims on this account.

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18. FORCE MAJEURE EVENTS:

Upon the occurrence of any Force Majeure event or circumstance as described in the Clause 1.1(xvii) the Developer shall not be responsible or liable for not performing any of its obligation(s) or undertaking(s) under this Agreement. The Developer shall, in so far as it is able, inform the Buyer about the occurrence and circumstances constituting the Force Majeure and of the obligations affected within a reasonable period from the date of occurrence of such event, and whereafter the Developer shall make every reasonable effort and endeavor to remove or remedy the cause of Force Majeure as may be possible. If the period the Force Majeure conditions continue upto 6 (six) months, the Developer shall be entitled at its sole discretion to suspend and/or alter, amend or vary the terms and condition of this Agreement including delay and/or extend the time for the delivery/ handing over the possession of the Apartment. The Apartment Buyer hereby agrees, assures and confirms that for the period the Force Majeure conditions continue, it shall not be entitled to claim any cost, losses, damages, charges, interest or compensation. However, if as a result of the continuance of the Force Majeure conditions the construction work is prevented or delayed for an aggregate uninterrupted period of more than 6(six) months, the Developer in addition to the above mentioned remedies, shall also be entitled to terminate this Agreement. In such case, the Buyer shall only be entitled to refund the amounts paid by the Buyer without interest and after deduction of Earnest Money and such Non-Refundable Amount and on payment of such amounts the Developer shall be released and discharged of all obligations and liabilities under this Agreement.

19. DEVELOPER'S RIGHT TO MORTGAGE THE PROJECT/ LAND/ APARTMENTS AND TRANSFER / ASSIGN THE PROJECT:

19.1 Notwithstanding, anything contained to the contrary in this Agreement, the Developer has raised loans from financial institutions and banks, in relation to the Project, and further, that for the purposes of such loans, the Developer has created encumbrance on the Project together with all apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. including mortgage of the receivables from the Project in favour of IDBI Trusteeship Service Ltd. Provided, however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Buyer in favour of Buyer's Bank, the Said Apartment shall be delivered to the Buyer free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed.

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19.2 The Buyer hereby authorizes and permits the Developer to sell, transfer, assign all its rights in the Project or any part thereof either in part or full including the rights, responsibilities, obligations under this Agreement in favour of any third Party (ies) and under that eventuality, the Buyer shall be directly responsible to such third Party (ies) / entity (ies) as the case may be.

20. GENERAL:

20.1 The Parties agree and understand that the execution of this Agreement is subject to the terms and conditions, restrictions and limitations contained in this Agreement, Collaboration Agreements, the License, bilateral agreement executed with DTCP, Haryana. The Buyer has read and understood the same and has undertaken to abide by all such terms and conditions, restrictions and limitations.

20.2 Any delay or indulgence by the one party in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the one party nor shall the same in any manner prejudice the rights of the other.

20.3 Notices and Address For Communication:

20.3.1 All correspondences/Notices/ demand etc. shall be made to the address of the Parties first above written. The Buyer shall inform the Developer by Registered AD post of any subsequent changes, if any, failing which all communications/notices etc, sent at the first address as stated by the Buyer in the Application/Allotment/Agreement shall be deemed to have been received by him.

20.3.2 All correspondences/ notices/ demand shall be made by any of the mode such as registered post, email, fax, courier service, as the case may be, Buyer residing outside the country, without designated address for service within India, will be entitled to intimation only by email, except where such Buyer submits special requests towards documents through courier/ registered for which the Developer may charge separately.

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20.3.3 It shall be the responsibility of the Buyer to inform the Developer about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Developer, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Buyer within 5 days from the date of dispatch of such communication by courier or speed post or actual receipt of the such communication or letter whichever is earlier. Notwithstanding the above, the Buyer shall remain exclusively responsible for any consequences that might follow there from including termination of the Agreement.

20.3.4 Where there are joint Buyers, all communications shall be sent to the Buyer whose name appears first. No separate communications shall be sent to the other/ joint Buyer unless so requested in writing provided however that all joint Buyer shall collectively be entitled to make only one single response.

20.3.5 In all communications to the Developer the reference to the Said Apartment must be mentioned clearly.

20.4 FEMA & Other Compliances:

20.4.1 The Buyer shall be required to obtain all necessary approvals, licences and permissions including from any Government Authority(ies), in relation to the purchase of the Said Apartment by the Buyer, and specifically where the Buyer has non-resident Indian status or is a non-resident entity, the Buyer shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other provisions of any applicable Laws, in relation to the same, inter-alia in relation to the remittance of payment and consideration and acquisition of immovable assets in India, and the Buyer agrees to indemnify the Developer in relation to any such failure to obtain or any breach of any such licence, approval or permission.

20.4.2 Further, in case any such approval, license or permission is ever refused or subsequently found lacking by any Government Authority(ies)/the Developer, the same shall be considered an Event of Default by the Buyer and the Developer shall be entitled to terminate this Agreement, in the manner set out under this agreement herein above.

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- 20.4.3 Provided further that where any payments are made by any third party to the Buyer, the Developer shall not be responsible towards any such third party and such third party shall not have any right in the Said Apartment, except as maybe specifically consented to by the Developer.
- 20.5 **Captions and Headings:** Headings to the Clauses of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. Any references in this Agreement to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.
- 20.6 **Copies Of The Agreement:** This Agreement shall be executed in two counterparts; one master copy with the Stamp Duty duly affixed thereon along with one other contemporaneous copy (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be original and all the counterparts whereof shall together constitute one and the same agreement. The Developer shall retain the master copy with itself and return the one remaining contemporaneous copy, duly executed by it, to the Buyer for its record.
- 20.7 **No Partnership Or Agency:** Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.
- 20.8 **No Third Party Rights:** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.
- 20.9 **No Assignment by the Buyer:** Except as specified herein, the Buyer shall not be entitled to assign any benefits, obligations or burdens under this Agreement to any third party without the prior written consent of the Developer. Subject to the foregoing, this Agreement shall

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inure to the benefit of any
(including any successor by reason of amalgamation or merger of any Party) and permitted
assigns.

20.10 Brokerage: That in case the Buyer has to pay any commission or brokerage to any person for services rendered by such person to the Buyer whether in or outside India for acquiring the said Apartment for the Buyer, the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of Total Sale Consideration agreed to be payable to the Developer for the said Apartment. Further the Buyer undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection

20.11 Severability: If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.

20.12 Developer's Right To Join As Affected Party: The Buyer agrees that the Developer shall have right to join as an affected party in any suit/ complaint filed before any appropriate court by Buyer the if the Developer's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/ complaint. The Buyer agrees to keep the Developer fully informed at all times in this regard.

20.13 Execution: The execution of this Agreement will be complete only upon execution of all the copies by the Buyer and return within the time prescribed to the Developer at the Developer's corporate office at Gurgaon.

21. APPLICABLE LAWS AND JURISDICTION:

21.1 This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the Law(s) of India and subject to Clause 21.2 below, the courts in Gurgaon and the High Court of Punjab and Haryana at Chandigarh alone shall have the exclusive jurisdiction in relation to any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement.

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21.2 All or any disputes arising out or touching upon or in relation to this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a sole arbitrator who shall be appointed by the Developer and whose decision shall be final and binding upon the parties. The Buyer hereby confirms that the Buyer shall have no objection to the appointment of the Sole Arbitrator by the Developer.

22. SURVIVAL

Save and except as provided in this Agreement, the provisions of Clauses 4.2.1 (EDC, IDC and Taxes), Clause 16 (Payment for Electricity Supply), Clause 17 (Terms of Usage), Clause 21 (Applicable Laws and Jurisdiction), and this Clause 22 (Survival) shall survive notwithstanding the termination of this Agreement.

23. ENTIRE AGREEMENT:

This Agreement along with its preamble, preliminary recitals, annexure, enclosures constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The terms and conditions of the Application shall continue to prevail and be binding on the Buyer, save and except to the extent where the terms and conditions of the Application are at variance with the express provisions hereof in which case, this Agreement shall prevail. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Developer.

Following are the Annexure/Enclosures to this Agreement and form integral part to this Agreement:

Annexure – A	:	TENTATIVE LAY OUT PLAN OF THE PROJECT
Annexure – B	:	TENTATIVE TYPICAL FLOOR/UNIT/APARTMENT PLAN(S)
Annexure – C	:	LOCATION PLAN
Annexure – D	:	TENTATIVE SPECIFICATION*

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Annexure – E : PAYMENT PLAN/PAYMENT SCHEDULE
Annexure – F : ESCALATION CHARGES

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS
AGREEMENT TO BE DULY EXECUTED ON THE DATE AND YEAR AND PLACE
FIRST HERE-IN-ABOVE WRITTEN IN THE PRESENCE OF WITNESSES:

For & on behalf of the Developer:

For the Buyer

International Land Developers
Private Limited

Name(s) of Applicants

Authorized Signatory(ies)

Signature(s)

WITNESS:

1.

2.

For International Land Developers Private Limited

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Authorised Signatory

Buyer