

AGREEMENT FOR SALE

1. Type of Document : Agreement for Sale
2. Village/Block/Segment : Badshahpur, Sector 66
3. Tehsil & District : Sub-Tehsil Badshahpur, District Gurugram
4. Type of Property : Commercial (_____ Unit)
5. Area (Carpet) : _____ square meter (_____ square feet)
6. Area (Super) : _____ square meter (_____ square feet)
7. Sale Consideration : Rs. _____/-
8. Advance Amount : Rs. _____/-
9. Stamp Duty : Rs. _____/-
10. Stamp No./Date : _____/_____.20__
11. Stamp GRN : _____
12. Unit No. : _____
13. Property Address : Unit No. _____, _____ Floor in Tower _____
in AIPL Joy Gallery, in revenue estate of Village
Badshahpur, Sector 66, Sub-Tehsil Badshahpur,
District Gurugram (Haryana)

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 20____.

By and Amongst

Advance India Projects Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. U45209HR1997080240, Permanent Account no. AACCA9859J and having its registered and corporate office at "The Masterpiece", Golf Course Road, Sector-54, Gurugram, Haryana-122002, through its authorized signatory _____ (Aadhar No. _____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

R.C. Sood & Co. Private Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. U74899DL1954PTC00236, Permanent Account no. AAACR1540F and having its registered office at 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019, through its authorized signatory _____ (Aadhar No. _____)

for Advance India Projects Limited

Anil F
Authorized Signatory

_____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the “**Confirming Party**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

[If the Allottee is a company]

_____, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. _____, Permanent Account no. _____ and having its registered office at _____, through its authorized signatory _____ (Aadhar No. _____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the “**Allottee**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, authorized vide Partnership Deed/Authorisation Letter dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no.: _____) son/daughter/wife of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN: _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The term and expression the Promoter, Confirming Party and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. The Confirming Party is the absolute and lawful owner of land admeasuring 1.7879 Hectares (4.418 acres or 17,879.012 square meters) comprised in Rectangle no. 23//4/2(5-16), 7(8-0), 8/1Min(0-15), 8/2Min(4-16), 13(8-0), 14(8-0) situated at Sector 66, Village Badshahpur, Sub-Tehsil Badshahpur, District Gurugram, Haryana (hereinafter referred to as the "Said Land"). The Said Land was purchased by RJS Finance and Investment Private Limited vide sale deed dated 16 March 1992 bearing no. 9121 in Addl. Book No. 1, Vol. No. 3472 on Pages 59-60 duly registered in the office of Sub-Registrar, Gurgaon on 16 March 1992. Vide Order of Hon'ble High Court of Delhi dated 25 February 2011 in Co. Pet. No. 446 of 2010 in the matter of RJS & Others Vs. R.C. Sood & Co. Private Limited, RJS Finance and Investment Private Limited was amalgamated with the Confirming Party and hence, the Project Land was transferred in the name of the Confirming Party in the revenue records vide Mutation No. 8778. The extent of the Said Land may be modified by way of addition/deletion of land parcels and adjusting the Said Land in future to the extent as may be acquired/required/desired pursuant/consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana ("DGTCP") and/or any other Governmental Authority and/or as may be permissible under the Act and the Rules and the Applicable Law(s) and in the manner as provided thereunder. In case of such modification, the services and the Common Areas may also undergo change and/or be required to be shared with the allottees of the developments on such additional land. It is clarified that the other terms and conditions of sale of the Said

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Unit (described in Para G hereinbelow) including the Carpet Area will continue to be same and governed by the provisions of this Agreement.

- B. The Director General, Town and Country Planning, Haryana ("DGTCP") has granted license to develop a Commercial Colony vide License no. 197 of 2008 dated 05.12.2008 and permission to avail benefit under Transit Oriented Development Policy dated 09.02.2016 vide Memo no. LC-1313-II-JE(VA)-2019/27921 dated 13.11.2019 (jointly referred to as "Project License") on the Said Land. The Confirming Party and the Promoter have entered into a Development Agreement dated 31.12.2018 registered vide registration no. 11424 on 31.12.2018 with Sub-Registrar Badshahpur, Gurugram. The DGTCP has granted approval for change of developer in favour of the Promoter vide Endst. No. LC-1313-II-JE(VA)/2019/11831 dated 14.05.2019.
- C. The Said Land is earmarked for the purpose of a Commercial Colony and the said project shall be known as 'AIPL Joy Gallery' (hereinafter being referred to as the "Project"). The Site Plan is attached herewith as Schedule A.
- D. The Promoter has obtained approval of the building plan from DGTCP vide Memo No. _____ dated _____. The Promoter agrees and undertakes that it shall not make any change to the approved building plan of the Project, except in strict compliance with section 14 of the Act/any other laws of the State, as applicable.
- E. The Promoter and the Confirming Party are fully competent to enter into this Agreement and all legal formalities with respect to right, title and interest of the Confirming Party and the Promoter regarding the Said Land on which the Project is to be constructed have been complied with.
- F. The Project has been registered by the Promoter under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Haryana Real Estate Regulatory Authority Gurugram vide registration no. _____ dated _____.
- G. The Allottee, after seeing and understanding the approved plans, had applied for booking of a _____ Space bearing no. _____ (which has been allotted to the Allottee) having carpet area of _____ square meter (_____ square feet), on _____ floor along with exclusive usage of _____ number of car parking space(s) in the Project, as permissible under the Applicable Law(s) and pro-rata right in the Common Areas, as defined under Rule 2(1)(f) of Rules, 2017, (hereinafter referred to as the "Said Unit" more particularly

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described in **Schedule B** and the floor plan of the Said Unit is annexed hereto and marked as **Schedule C**).

- H. The Allottee hereby agrees and acknowledges that although the Total Price of the Said Unit is calculated on the basis of its Super Area, however, the area that is sold, and will be transferred and conveyed will only be the area within the Said Unit along with the proportionate, undivided, impartible share in the land underneath the Project only.
- I. The Allottee hereby agrees and acknowledges that the Promoter and the Confirming Party have furnished all information, clarifications, etc. as demanded by Allottee with regard to the Said Land, Project, Said Unit, RERA registration number, etc. and all queries in this regard have been answered by the Promoter to the complete satisfaction of the Allottee, and the Allottee has executed this Agreement with the Promoter after having carried out detailed due diligence including but not limited to perusal of title deeds, RERA registration certificate, approvals, sanctions and other documents with respect to the Said Land, Project, Said Unit and is completely satisfied with the same. The Allottee has/have relied solely on his/her/their/its own independent judgment and investigation while deciding to execute this Agreement. The Allottee acknowledges that there are no other oral or written representations or statements, made either by the Promoter and/or the Confirming Party or any person claiming under them, which may have been considered by the Allottee for execution of this Agreement and/or to be part of this Agreement.
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The Allottee has understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Allottee in respect of this Agreement. The Allottee hereby agrees and acknowledges that the Promoter is responsible for development of the Project within the boundaries of the Project and all development outside the Project are subject matter of various Governmental Authority /third party(ies) and Allottee shall not delay the payment or withhold the payment or hold Promoter responsible for delay in development of the areas outside the boundaries of the Project or provisioning of the services by the Authorities, even though charges for the same may have been paid by the Allottee.
- K. The Allottee hereby undertakes that it shall be bound by all the conditions and the provisions imposed by DTCP and any other Governmental Authority in respect of the Said Land, Project and Said Unit and the terms and conditions broadly setout herein.

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- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project. The Allottee hereby confirms that after having obtained independent advice/forming independent opinion on all the aspects and features before deciding to proceed further. Accordingly, the Allottee hereby confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement, has decided to enter into this Agreement for the purchase of the Said Unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied himself/herself/itself with the specific features of the said Project and other projects in and around Gurugram after visiting the Project as well as nearby projects.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Law(s), are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit as specified in Para G.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (i) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (ii) **"Agreement"** means this Agreement for Sale, including all annexures, recitals, schedules executed between the Parties.
- (iii) **"Applicable Law(s)"** means all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority, whether in effect on the date of the signing of this Agreement or thereafter.
- (iv) **"Development Charges"** mean and include External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") or any other taxes/fees/charges/levies, etc. which may be levied, in connection with the development/construction of the Project levied/leviable and any interest

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paid/payable thereon (by whatever name called or in whatever form) to the Governmental Authority, cost incurred by the Promoter on the capital invested in making the payment of any of the Development Charges.

- (v) **"Governmental Authority(ies)"** means the local authority or any authority created under any governmental authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/local authority/revenue authority having jurisdiction over the Said Land.
- (vi) **"Rules"** means the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (vii) **"Section"** means a section of the Act.
- (viii) **"Occupancy Certificate"** shall mean the certificate issued by the DGTCP permitting occupation of the Said Unit/Project and/or any part thereof.
- (ix) **"Taxes and Cesses"** means any and all kind of taxes and cesses applicable on present transaction as on date or imposed in future even if the same is with retrospective effect, including but not limited to goods and service tax, value added tax, state sales tax, central sales tax, works contract tax, service tax, labour cess, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Promoter and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development of the Project.

INTERPRETATION:

Unless the context otherwise requires in this Agreement:

- (a) a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (b) reference to any individual shall include his/her legal representatives, successors, legal heirs, executors and administrators;
- (c) reference to any article, para, clause, section, schedule or annexure shall be deemed to be a reference to an article, a para, a clause, a section, a schedule or an annexure of this Agreement;
- (d) headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (e) the recitals, schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (f) references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (g) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words

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- refer to this entire Agreement or specified Para of this Agreement, as the case may be;
- (h) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
 - (i) reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced; and
 - (j) reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as specified in Para G.

1.2 The Total Price for the Said Unit based on the Carpet Area is Rs. _____ (Rupees _____ only) ("Total Price")

Unit No.: _____
 Type : _____ Space
 Floor : _____
 Tower : _____

Unit Carpet Area (approx.): _____
 (_____) square meter { _____
 (_____) square feet }

Unit Covered Area (approx.): _____
 (_____) square meter { _____
 (_____) square feet }

Unit Super Area (approx.): _____
 (_____) square meter { _____
 (_____) square feet }

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Breakup of Total Price is as follows:

Particulars	Carpet Area		Super Area		Total (INR)
	INR/Sq Mtr	INR/Sq Ft	INR/Sq Mtr	INR/Sq Ft	
Basic Sale Price					
Preferential Location Charges					
Development Charges					
Charges for Right to use Car Parking Space(s)	____ number of Car Parking Space(s)				
Goods and Services Tax					
Total Price					
Interest Free Maintenance Security Deposit					
Taxes & Cesses and other charges {Explanation (iv)}	Cannot be confirmed and/or quantified at this stage since based on Applicable Law(s), Governmental Authority guidelines and external factors prevalent at the time of demand, same will be confirmed				

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount (*defined hereinafter*) paid by the Allottee to the Promoter towards the Said Unit.
- (ii) The Total Price has been arrived at post effecting input tax credit available/will be available to the Promoter for the construction of the Project in terms of the provisions of Goods and Services Tax Act 2017. The Total Price of the Said Unit includes recovery of price of land, development/construction of not only the Said Unit but also Common Areas (if applicable), Development Charges, taxes/fees/charges/levies, etc. which may be levied on the development/construction of the Project, lift, fire detection and firefighting equipment in the Common Areas, and Specifications, Amenities & Facilities as mentioned in **Schedule D**. It is clarified that any other specification, amenity, facility, etc which is not specifically stated in this Agreement (like cost of providing electric wiring/electrical connectivity to the Said Unit, electrical fittings, fixtures, electric/water meter, data cable, furniture, fittings & fixtures, etc) shall be provided for by the Allottee in the Said Unit through Promoter at the Allottee's own cost

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and expense. In case due to any Applicable Law(s) it becomes mandatory for the Promoter to install fittings, fixtures, etc in the Said Unit, which do not form part of this Agreement presently, the Allottee shall pay the cost of the same to the Promoter, over and above the Total Price, as per the demands raised by the Promoter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Para 1.4 below and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/fees/charges/levies, etc. paid or demanded along with the Applicable Law(s) together with dates from which such Applicable Law(s) has been imposed or became effective;
- (iv) The Total Price of the Said Unit does not include Taxes and Cesses (except Goods and Services Tax), other charges, including but not limited to enhanced EDC, enhanced IDC, infrastructure augmentation charges, stamp duty, registration charges and other incidental and legal charges for registration of this Agreement and Conveyance Deed, cost of land, development and energization of Switching Station, the costs/charges/deposits that may be required for electricity connection, water, sewerage, electric connection deposit, electric & water meter deposit, gas pipeline deposit, gas pipeline charges, multi-dwelling unit charges, RFID tag charges, access control charges, intercom charges, payments for any additional capital equipment for common use, etc which are not confirmed/quantifiable/has not been quantified on the date of booking/this Agreement, shall be payable by the Allottee as and when demanded by the Promoter.
- (v) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 to deduct tax at source (TDS) @ 1% (one percent) from each installment/payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter, enabling the Promoter to give credit of the same to the Allottee.
- (vi) The Allottee shall bear its own expenses including commission or brokerage or fee to be paid to any person for services that may have been rendered by such person to the Allottee, at the request of the Allottee, whether in or outside India in respect of the Said Unit. The Promoter shall in no way whatsoever be responsible or liable for such payment of commission or brokerage or fee nor the Allottee have the right to deduct such charges from the Total Price or other charges payable for the Said Unit. The Allottee hereby acknowledges that the Promoter does not deal with/recognizes real estate agents not registered under the Applicable Law(s). Further, the Allottee shall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

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- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of Development Charges payable to the Governmental Authority and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc which may be levied or imposed by the Governmental Authority from time to time, even if retrospective in effect or in terms of 1.2 (iv) above. The Promoter hereby undertakes and agrees that while raising a demand on the Allottee for increase in Development Charges payable to the Governmental Authority and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc the Promoter shall enclose the said notification/order/rule/regulation along with the demand letter being issued to the Allottee. Provided that if there is any new imposition or increase in Development Charges and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee. Similarly, in case of any decrease (including with retrospective effect, if any) in any of the Taxes and Cesses, other charges/costs/duties/fees/levies, etc that may be notified by a Governmental Authority, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made following the intimation of such decrease by the Promoter/Governmental Authority at the time of possession.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule E ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rates notified by the Promoter from time to time for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter and availed by the Allottee, unless agreed upon by the Allottee.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and Specifications, Amenities and Facilities as mentioned in **Schedule D** in respect of the Said Unit except as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the Governmental Authority or due to Force Majeure. Provided that, the Promoter may make such additions or alterations as may be required by the Allottee (at additional cost in Total Price), or such changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the Governmental Authority.

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- 1.7 If the Promoter is required to make any additional/upgraded provisions, over and above those required as per the existing Applicable Law(s), due to any change in the Applicable Law(s), then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee hereby agrees to pay the same.
- 1.8 The Promoter shall confirm the Carpet Area that has been allotted to the Allottee after the construction of the Said Unit is complete and the Occupancy Certificate is granted by the Governmental Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Said Unit allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as set out in **Schedule E**. All these monetary adjustments shall be made at the same rate as agreed in Para 1.2 of this Agreement.

If the increase in the Carpet Area of the Said Unit is more than 5% (five percent), the Promoter shall seek consent of the Allottee. In case the Allottee consents to the change then the Promoter may demand excess amount from the Allottee as per the next milestone of the Payment Plan as set out in **Schedule E**. In case, Allottee refuses to accept the increase, Promoter may offer a similar unit, subject to availability. If the Allottee accepts such alternate unit, the applicable Total Price and other charges/amounts payable resulting due to such change shall be payable or refundable, as the case may be. Else, the Allottee shall be refunded the amounts received against the Total Price, excluding Taxes & Cesses, along with interest thereon, at the rate and procedure prescribed in the Rules. No other claim, monetary or otherwise, shall lie against the Promoter.

- 1.9 Subject to Para 9.3, the Promoter hereby agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Unit subject to Para 5, Para 7, Para 19 and Para 20 of this Agreement;
 - (ii) The Allottee shall have undivided proportionate share in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017. The Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Allottee therein shall be specified

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by the Promoter under the deed of declaration to be filed under the Applicable Law(s);

- (iii) The Allottee shall have exclusive right to use the allotted car parking space(s), if any;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/its Unit, subject to feasibility/guidelines/timings as may be decided by the Promoter.

1.10 It is made clear by the Promoter and the Allottee hereby agrees that the Said Unit along with car parking spaces, if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter/maintenance agency, subject to availability and upon payment of such charges as may be decided by the Promoter/maintenance agency from time to time. The Promoter's/maintenance agency decision in this regard shall be final and binding.

1.11 The Allottee hereby agrees and understands that car parking shall only be permitted in the demarcated car parking space(s), covered or surface, as may be allotted by the Promoter to the Allottee, and the Allottee shall not use any other car parking space/other area that may be used/reserved for other car parks, services, maintenance staff, etc. In addition, the car parking space(s) shall not be used for any other purpose including storage of any equipment or materials of any kind, howsoever temporarily. The car parking space(s) shall be appropriately ground-marked by the Promoter as allocated at the time of handing over of possession of the Said Unit, and the Allottee hereby agrees that the Allottee shall not in any manner modify/change such car parking space(s) and shall not raise any structure, temporary or permanent, in any such car parking space(s) area allocated to the Allottee at any time.

1.12 The Promoter hereby agrees to pay all outstanding payments before executing the Conveyance Deed of the units with the allottees, which it has collected from the allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies, etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Governmental Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the allottees or any liability, mortgage loan and interest thereon before executing the Conveyance Deed of the units with the allottees, the Promoter hereby agrees to be liable, even after the execution of the Conveyance Deed of the Said Unit, to pay such outstanding(s)

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and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.13 The Allottee has, at the time booking, paid an advance amount of Rs. _____/- (Rupees _____ Only) inclusive of Taxes and Cesses being part payment towards the Total Price of the Said Unit, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan as set out in **Schedule E** as may be demanded by the Promoter within the time and in the manner specified therein. The Allottee understands and acknowledges that 10% of the Total Price is the booking amount ("**Booking Amount**").

Provided that if the Allottee delays payment towards any amount which is payable to the Promoter, the Allottee shall be liable to pay interest at the rate prescribed in the Rule 15 of the Rules, 2017.

- 1.14 The Allottee understands and agrees that all efforts shall be made to receive and distribute bulk supply of electrical energy in the Project, and the Allottee hereby agrees to abide by all the conditions of sanction of bulk supply. In such case, Allottee shall not apply for individual/direct electrical supply connection to any authority responsible for supply of the same. The Allottee hereby undertakes to pay proportionate share as demanded by the Promoter of all deposits and charges paid/payable to any authority/commission/regulator/licensing authority for the same.
- 1.15 The Allottee shall become a member of association of allottees as and when constituted under the Haryana Apartment Ownership Act, 1983 and the Haryana Registration and Regulation of Societies Act, 2012 and rules framed there under for facilitating compliance of various rules and regulations and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Promoter/Confirming Party for the purpose.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as set out in **Schedule E** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**AIPL Joy Gallery Master Escrow Account**' payable at Gurugram. All payments shall be subject to realization.

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2.2 That the Allottee, after allotment of the Said Unit, may at its option raise finance or loan for purchase of the Said Unit. The Allottee hereby acknowledges and agrees that getting the loan/finance sanctioned and disbursed shall be the obligation of the Allottee and the allotment is not incumbent upon such loan/finance facility. In the event of the Allottee's loan not being sanctioned/distributed or the same gets delayed for any reason whatsoever, the payment to the Promoter as per payment plan opted by the Allottee shall not be delayed by the Allottee and the Allottee's obligation to make timely payments shall not be contingent upon the Allottee obtaining such loan/finance. The Allottee hereby confirms and agrees that delay in sanction/distribution or non-sanction of the loan to the Allottee shall not be a ground for delay in payment of the outstanding dues by the Allottee to the Promoter, and any such delays may result in levy of interest by the Promoter or cancellation of allotment as per the terms of this Agreement. In cases of any default or circumstances, resulting in refund, if any, such refund shall be made by the Promoter as per the instructions of such financial institution/bank and the same shall be considered as a refund to the Allottee. No other claim, monetary or otherwise shall lie against the Promoter and the Said Unit. Further for the Allottee, who has opted for arrangement with any financial institutions/banks, the Conveyance Deed of the Said Unit in favour of the Allottee shall be executed only upon the Promoter receiving no objection certificate (NOC) from such financial institutions/bank. It has been agreed and undertaken by the Allottee that the Promoter shall not have any financial obligation/liability towards such financial institutions/banks, etc. and the Allottee shall always keep the Promoter fully indemnified and harmless against the same.

3. COMPLIANCE OF APPLICABLE LAW(S) RELATING TO REMITTANCES:

3.1 The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/impediment in this regard. The Allottee hereby understands and represents that any failure by the Allottee to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under.

3.2 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other Applicable Law(s) including that of remittance of payment,

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acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law(s). The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.3 The Promoter accepts no responsibility in regard to matters specified in Para 3.2 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Residential/Citizenship status of the Allottee, in terms of Applicable Law(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the Applicable Law(s).
- 3.4 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. All payments from third party(ies) are to be accompanied with NOC's as per the approved format of the Promoter failing which the same maybe liable to be rejected and returned directly to said third party.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his/her name and the Allottee hereby undertakes not to object/demand/direct the Promoter to adjust his payments in any specific manner. The Allottee hereby agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE:

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The Promoter shall abide by the time schedule for completing the Said Unit/Project, handing over the possession of the Said Unit to the Allottee by 31 March 2028 as disclosed at the time of registration of the Project with the Authority or such extended period as may be intimated and approved by Authority from time to time. The completion of the Project shall mean grant of Occupancy Certificate for the Said Unit/Project. It is agreed between the Parties that for the purpose of this Agreement "handing over the possession of the Said Unit" shall mean issuance of Notice of Offer of Possession of the Unit (*defined hereinafter*) by the Promoter to the Allottee.

However, in case the regular development/construction of the Project is adversely impacted/hampered/stopped, , including but not limited to complete stoppage of work or partial stoppage of work, due to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit. The completion of the Project shall mean grant of Occupancy Certificate for the Said Unit/Project.

The Allottee hereby agrees that wherever the reference is made for possession of the Said Unit in this Agreement or any other document with reference to the Said Unit, it shall always mean constructive/symbolic/notional possession of the Said Unit and not physical handover of the Said Unit to the Allottee. The Allottee hereby confirms that the Promoter has in no way made any representation or warranty to the Allottee that the Promoter shall offer/handover physical possession of the Said Unit to the Allottee except where specifically agreed by the Promoter in writing with the Allottee.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/demarcation-cum-zoning/floor plan/site plan/building plan, Specifications, Amenities, Facilities, etc. depicted in the advertisement/brochure/agreement/website regarding the Project where the

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Said Unit is located and has accepted the floor/site plan, payment plan and the Specifications, Amenities, Facilities, etc. (annexed along with this Agreement) which floor/site plan has been approved by the Governmental Authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws relating to FAR and/or Additional FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Governmental Authority and shall also strictly abide by the provisions and norms prescribed by the State of Haryana, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

- 7.1 Schedule for possession of the Said Unit** - The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas is the essence of the Agreement.

The Allottee hereby agrees that wherever the reference is made for possession of the Said Unit in this Agreement or any other document with reference to the Said Unit, it shall always mean constructive/symbolic/notional possession of the Said Unit and not physical handover of the Said Unit to the Allottee. The Allottee hereby confirms that the Promoter has in no way made any representation or warranty to the Allottee that the Promoter shall offer/handover physical possession of the Said Unit to the Allottee except where specifically agreed by the Promoter in writing with the Allottee.

The Promoter assures to hand over possession of the Said Unit as per agreed terms and conditions unless in case the regular development/construction of the Project is adversely impacted/hampered/stopped, including but not limited to complete stoppage of work or partial stoppage of work, due to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the

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Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, the Project Completion Date shall extend accordingly. If, the completion of the Project is delayed due to the above conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit. The completion of the Project shall mean grant of Occupancy Certificate for the Project.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment and Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of the Said Unit - The Promoter, upon grant of Occupancy Certificate in respect of the Said Unit/Project, shall offer in writing the possession of the Said Unit within 3 (three) months from the date of receipt of such approval, to the Allottee as per terms of this Agreement ("**Notice of Offer of Possession of the Unit**").

7.3 The Promoter agrees and undertakes to hold the Allottee harmless in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. Further, the Allottee agrees to inspect the Said Unit prior to taking possession, so that in the event of any incomplete works or defects, the same can be resolved by the Promoter. If the Allottee neglects or otherwise fails to do so, the Allottee shall not be entitled to make any such claim at any point thereafter.

The Allottee agrees that if it fails, ignores or neglects to take the possession of the Said Unit in accordance with the Notice of Offer of Possession of the Unit sent by the Promoter, the Allottee, besides payment of maintenance charges, shall also be liable to pay holding charges per month ("**Holding Charges**") as determined by the Promoter.

The Promoter shall provide inspection (on demand) of Occupancy Certificate at the time of conveyance of the Said Unit. The Allottee, at the time of taking possession, agree(s) to pay the maintenance charges and Holding Charges.

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- 7.4 **Failure of Allottee to take Possession of the Said Unit** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Said Unit within 30 (thirty) days from the date of Notice of Offer of Possession of the Unit by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give constructive/symbolic/notional possession of the Said Unit to the Allottee as per terms and conditions of this Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time specified herein, the Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in Para 7.2, with effect from the date of Notice of Offer of Possession of the Unit.

- 7.5 After obtaining the Occupancy Certificate it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the association of allottees/maintenance agency.

- 7.6 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, interest component on delayed payment and non-payment of any due payable to the Promoter. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation.

- 7.7 **Compensation** – The Promoter and the Confirming Party shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act, except for Court orders, Government policy/guidelines, decisions.

If the Promoter fails to give possession of the Said Unit to the Allottee:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 5; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason;

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the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Unit, with interest at the rate prescribed in the Rules, within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, consequences as provided under Para 9.2 shall ensue.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND CONFIRMING PARTY:

The Promoter and the Confirming Party hereby represent and warrant to the Allottee as follows:

- (i) The Confirming Party has absolute, clear and marketable title with respect to the Said Land and the Promoter has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Governmental Authority to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project, except as disclosed in this Agreement;
- (iv) All approvals, licenses, sanctions and permissions issued by the Governmental Authority with respect to the Project or phase(s), as the case may be, as well as for the Said Unit being sold to the Allottee are valid and subsisting and have been obtained by following due process of Applicable Law(s). Further, the Promoter has been and shall at all times remain to be in compliance with all Applicable Law(s) in relation to the Project or phase(s), as the case may be, as well as for the Said Unit and for Common Areas;
- (v) The Promoter and the Confirming Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Confirming Party has not entered into any agreement for sale and/or development agreement (except with Promoter) or any other agreement /arrangement with any person or party with respect to the Said Land on which Project is being developed which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter and the Confirming Party has/have not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the Project and the

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Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter hereby confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover constructive/symbolic/notional possession of the Said Unit to the Allottee;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Governmental Authority till the date of Notice of Offer of Possession of the Unit;
- (xii) No notice from the Governmental Authority or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter and/or the Confirming Party in respect of the Said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, due to which the regular development/construction of the Project is adversely impacted/hampered/stopped, including but not limited to complete stoppage of work or partial stoppage of work, the Promoter shall be considered under a condition of default, in the following events:

- (a) Promoter fails to offer possession of the Said Unit to the Allottee within the time period specified in Para 5 or fails to complete the Project within the

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stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, Unit offered for possession shall be complete in all respects as per the Specifications, Amenities and Facilities as mentioned in **Schedule D** as agreed to between the Parties, and for which Occupancy Certificate has been issued by the Governmental Authority.

- (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following:

- (a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (b) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, along with interest at the rate prescribed in the Rules, within 90 (ninety) days of receiving the termination notice:

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till handing over of the possession of the Said Unit (which for the purpose of this Agreement shall mean issuance of Notice of Offer of Possession of the Unit by the Promoter to the Allottee), which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due. The interest shall be inclusive of all Taxes and Cesses whatsoever payable or due on the interest. All payments made to the Allottee shall be subject to applicable tax deduction at source as per the provisions of the Income Tax Act.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (a) In case the Allottee fails to make payment for demand made by the Promoter as per the Payment Plan annexed hereto or any other amount due and payable by the Allottee to the Promoter as per the terms of this Agreement, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (b) Breach of any terms and conditions stipulated in this Agreement;

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- (c) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the Allotment of the Said Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee by forfeiting the Booking Amount, interest component on delayed payment and non-payment of any due payable to the Promoter. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). Subject to Para 2.2, the balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Said Unit and/or other sums due under the Agreement, shall execute a Conveyance Deed in favour of the Allottee, preferably within 3 (three) months but not later than 6 (six) months from the date of Notice of Offer of Possession of the Unit or date of issuance of Occupancy Certificate, whichever is later, provided that, the Said Unit is equipped with all the Specifications, Amenities, Facilities as per the agreed terms and conditions. In case the Allottee has availed of a loan, the Conveyance Deed shall be executed only upon receipt of NOC from such financial institution/bank and original Conveyance Deed shall be handed over to/collected by such financial institution/bank.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges or any other amounts specified in this Agreement payable at the time of handover, within the period mentioned in the date of Notice of Offer of Possession of the Unit, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed and possession in Allottees favour, till such stamp duty, registration charges, other ancillary charges or any other amounts specified in this Agreement are paid by the Allottee to the Promoter and accordingly Conveyance Deed shall be executed and registered.

The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the Governmental Authority.

11. MAINTENANCE OF THE SAID UNIT/PROJECT:

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11.1 The Promoter shall, either itself or through third party, be responsible to provide maintenance services in the Project till the taking over of the maintenance of the Project by the association of allottees/maintenance agency upon the issuance of the Occupancy Certificate of the Said Unit/Project, part completion certificate/completion certificate of the Project, as the case may be. The Allottee shall execute necessary maintenance agreement in this regard as and when called upon by Promoter and in any case before execution of Conveyance Deed/handover of possession. The cost of such maintenance has not been included in the Total Price of the Said Unit and shall be demanded/charged and deposited/paid based on then prevailing costs. In case, the association of allottees fails to take over the maintenance services, then in such case the Promoter has the right to recover such amount as spent on maintenance services of the Project by the Promoter as per Para 11.2 hereinbelow.

11.2 The maintenance charges shall be recovered on such estimated basis which may also include the overhead cost on monthly intervals as may be decided by the Promoter/maintenance agency and adjusted against the actual audited expenses as determined at the end of every financial year, and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent month/financial year. The estimates of the Promoter/maintenance agency shall be final and binding on the Allottee. The Allottee hereby agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Promoter/maintenance agency. It is clearly understood by the Allottee that the payment of maintenance charges is over and above the Total Price of the Said Unit.

11.3 In order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/maintenance agency, the Allottee hereby agrees to deposit, as per the Payment Plan as set out in **Schedule E** and to always keep deposited an interest free maintenance security deposit ("IFMSD") with the Promoter/maintenance agency. The Allottee shall be bound to make further contributions to the IFMSD as and when any demand of the same is raised by the Promoter/maintenance agency/association of allottees. Whenever applicable, the Allottee shall also be liable to make payment in respect of special capital equipment meant for the common benefit or use of all the occupants of the Project or for any other facilities as may be required in general or as specified by the Governmental Authority.

11.4 As and when, any plant & machinery within the Project Complex including but not limited to lifts, DG sets, Electric Sub-station, Electric Switching-Station, pumps, fire-fighting equipment, or any other plant or equipment of capital nature, etc.,

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require replacement, up-gradation, additions, etc., the cost thereof shall be contributed by the Allottee on pro-rata basis i.e. to the Super Area of the Said Unit to the total Super Area of the Project or alternatively the Promoter/maintenance agency/association of allottees shall have the option to meet these costs from IBMS deposited by the Allottee (along with the interest accrued thereon, if any). The Promoter/maintenance agency/association of allottees shall have the sole authority to decide the necessity of such replacement, upgradation, addition, etc., including its timing or cost thereof. The Allottee shall also make contribution to the sinking fund, if any, in the Project.

12. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/Governmental Authority shall have the right of access to Common Areas, parking spaces for providing necessary maintenance services, and the Allottee hereby agrees to permit the Promoter/association of allottees/maintenance agency/Governmental Authority to enter into the Said Unit, after giving due notice, during the normal working hours, unless the circumstances warrant otherwise, with a view to undertake repair/defects and maintenance works.

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any non-provision of services as per this Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the date of Notice of Offer of Possession of the Unit by the Allottee, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design.

Provided that, the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Said Unit and/or Project, and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures, cables, wires, bulbs, etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation.

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14. INSURANCE

The Promoter/maintenance agency may obtain insurance of the structure, machinery and equipment, etc. forming part of the Project against fire, earthquake, riots and civil commotion, militant action, etc. on behalf of the Allottee, and the cost thereof shall be payable by the Allottee in the ratio which the Super Area of the Said Unit bears to the total Super Area of the Project, however, the contents/belongings inside each unit shall be insured by the allottee at his/her/their/its own cost. The cost of such insurance shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any units or any part of the Project or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. In the event of accrual of any claim under the insurance policy taken by the Promoter/maintenance agency for the Project, the Allottee hereby authorizes the Promoter/maintenance agency to lodge claim(s) under the insurance policy and collect proceeds thereunder on behalf of the Allottee and the Promoter for their respective rights and interests, and further agrees that any discharges given by the Promoter/maintenance agency to the insurance company, its agents and/or its representatives will be binding on the Allottee.

15. COMPLIANCE OF APPLICABLE LAW(S), NOTIFICATIONS, ETC. BY THE PARTIES:

The Parties are entering into this Agreement for the allotment of a Said Unit with the full knowledge of all Applicable Law(s), rules, regulations, notifications applicable in the State of Haryana pertaining to the Project.

16. ADDITIONAL CONSTRUCTIONS:

The Promoter hereby undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project, except after following guidelines/permissions/directions or sanctions by Governmental Authority.

The Allottee hereby unequivocally agrees and consents that the Promoter/Confirming Party shall have the sole right to the complete exclusion of the Allottee, to make additions or alterations over or about the Said Unit, the Project and/or to raise additional stories and/or to raise additional and further constructions and structures and/or construct additional area over or about the Said Unit, the Project including any open areas and/or terraces and roofs at any

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time or from time to time whether during the course of construction and completion of the Project and/or any time thereafter. All such additional areas built/constructed becoming available, shall be the sole and exclusive property of the Promoter/Confirming Party and the Promoter/Confirming Party shall be fully entitled to deal with or dispose off the same in any manner whatsoever the Promoter/Confirming Party may in their sole discretion consider fit and proper and the Allottee shall not be entitled to interfere or raise any objection whatsoever in respect of the same. It is also hereby expressly agreed that the Promoter/Confirming Party shall be entitled to lease/sell any other space or premises in the Project to any user in its sole discretion and as may be permitted by the Governmental Authority and the Allottee shall not object to the use of the said spaces/premises for the same by the respective buyers/lessees thereof.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken the Said Unit.

However, the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Said Unit, subject to the Said Unit being free of any encumbrance at the time of execution of the Conveyance Deed. The financial institution/bank shall always have the first lien/charge on the Said Unit before execution of Conveyance Deed for all its dues and the Promoter shall also have a pari-passu lien/charge on the Said Unit for all sums payable by the Allottee in respect of the Said Unit.

18. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983 and its rules, other Applicable Law(s), Rules and Regulations/bye laws, instructions/guidelines and decisions of Governmental Authority prevalent in the State of Haryana. The Promoter hereby is showing the detail of various compliance of above as applicable:-

- (a) Licence no. 197 of 2008 dated 05.12.2008.
- (b) Permission for change of developer in favour of the Promoter vide Endst. No. LC-1313-II-JE(VA)/2019/11831 dated 14.05.2019.

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- (c) Permission to avail benefit under Transit Oriented Development Policy dated 09.02.2016 vide Memo no. LC-1313-II-JE(VA)-2019/27921 dated 13.11.2019.
- (d) Zoning plan no. DRG. No. DTCP-7386 dated 02.03.2020.
- (e) Height Clearance from Airport Authority of India dated 18.11.2019.
- (f) Building plan approval Memo No. _____ dated _____.
- (g) RERA registration no. _____ dated _____.

19. LEASING ARRANGEMENT:

The Allottee hereby grants unconditional, unequivocal and irrevocable right and request the Promoter to put the Said Unit, individually and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, on lease/leave and license, for and on behalf of the Allottee ("Lease Grant Right"), from the date of signing of this Agreement till such time the Promoter communicates in writing its unwillingness to exercise the said Lease Grant Right ("Lease Grant Right Tenure"), and based on the request of the Allottee and representations and covenants of the Allottee captured herein, the Promoter has accepted the Lease Grant Right. Notwithstanding anything contained herein in this Para, the Allottee hereby agrees and confirms that the Lease Grant Right granted in favour of the Promoter shall not in any manner relieve or discharge the Allottee from its obligation to pay the maintenance charges and the Allottee shall continue to comply with its obligation to pay the maintenance charges as per the terms of this Agreement. The Allottee has clearly understood the general risks involved in giving the Said Unit on lease and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Promoter. It is further agreed that:

- (a) The Allottee has represented to the Promoter that the investment made by the Allottee in the Said Unit is solely with an intent and purpose to lease the Said Unit. Since the Allottee does not have requisite experience and knowledge of leasing, hence, to avail the benefit of experience, knowledge and brand of the Promoter in leasing, the Allottee has granted the Lease Grant Right in favour of the Promoter and the Promoter shall, from the execution date hereof, be fully authorised to negotiate and finalize the leasing arrangement in respect of the Said Unit, individually or in combination with other adjoining units (whether horizontally or vertically), with any intending tenant/lessee/licensee, on such commercial terms including but not limited to lease/license tenure, rent/license fee, fit out period, rent/license fee free period, lock-in period, security deposit, penalty(ies), maintenance charges, power back-up/utility charges, parking charges, etc, and whatever conditions

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as may be negotiated by the Promoter with the intending tenant/lessee/licensee and as may be thought fit and appropriate by the Promoter, in its sole discretion, and to execute the lease/leave and license with the said intending tenant/lessee/licensee in its own name or on behalf of the Allottee, as may be decided by the Promoter, for which the Allottee has vested the Promoter with all the powers and rights which shall not be questioned/challenged by the Allottee at any time in future.

Further, the Allottee hereby confirms and acknowledges that the Promoter shall have unfettered right to exercise the Lease Grant Right during the Lease Grant Period and the said Lease Grant Right shall not be affected or expire on the expiry of first lease/leave and license of the Said Unit. Further, the Promoter shall continue to exercise the Lease Grant Right event after the expiry of lease(s)/leave and license(s) of the Said Unit and the Promoter shall continue to be fully authorised to negotiate, finalize and execute the renewals of the existing lease/leave and license or new lease for the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) with the existing/new tenant/lessee/licensee on behalf of the Allottee, and to get registered such renewals/fresh leases/leave and license in its own name or on behalf of the Allottee.

The commercial terms including but not limited to lease/license tenure, rent/license fee, fit out period, rent/license fee free period, lock-in period, security deposit, penalty(ies), maintenance charges, power back-up/utility charges, parking charges, etc of such lease/leave and license and renewals of the existing lease/leave and license or fresh lease will be as per the then prevailing market terms, then prevailing market practice and the outcome of negotiations conducted by the Promoter with the intending tenant/lessee/licensee and the Allottee understands and agrees that the Promoter's decision with regard to such lease/leave and license shall be final and binding on the Allottee and the Allottee shall not raise any objection/dispute regarding the same.

- (b) The Allottee hereby undertakes to execute such documents or authorisations (including but not limited to power of attorney, authority letter, board resolutions, tri-partite lease/leave and license deed etc) as may be advised by the Promoter for the purpose of leasing/renting out the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) without any demur or protest.

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- (c) Notwithstanding anything contained in this Agreement, the Allottee hereby confirms that the rights granted by the Allottee to the Promoter under this Para is for the sole benefit of the Allottee to ensure lease of the Said Unit in future, and the Promoter do not in any way whatsoever guarantee or warranty or confirm the leasing of the Said Unit. The Promoter shall endeavor to lease the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) or renew the existing lease/enter into fresh lease, as the case may be, on best effort basis, however, without any obligation (legal or financial or otherwise) on the Promoter in this regard.
- (d) The Allottee hereby confirms and agrees that it shall bear the costs pertaining to such leasing/leave and license, lease/leave and license renewals, subsequent leases/leave and licenses, etc including but not limited to brokerage, registration charges, stamp duty for registration, administrative charges, fit out cost, interior cost, etc to be incurred for lease/renting out of the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically). In case the lease/leave and license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such cost pertaining to leasing/renting out shall be borne by the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased/rented out in combination. In case, the Said Unit is being leased in combination with other adjoining Units, the Allottee shall have no objection merging the Said Unit with other Units whether horizontally and/or vertically and making it part of larger area and shall not raise any claim against the Promoter and/or the intending tenant/lessee/licensee.

The Allottee hereby agrees and undertakes that the Allottee shall, without any delay or demur, pay/reimburse to the Promoter the costs as mentioned hereinabove on demand being raised by the Promoter, failing which, the Promoter shall be entitled to either hold the lease rentals/license fee payable to the Allottee without any interest thereon till all such costs are fully paid/reimbursed by the Allottee to the Promoter or adjust such costs and expenses out of the lease rentals/license fee payable to the Allottee. The Allottee hereby agrees and confirms that the amounts so demanded by the Promoter are genuine and required costs and expenses required to be incurred for leasing/renting out the Said Unit and the demanded amount shall be final and binding on the Allottee and the Allottee shall not raise any objection against the calculation/veracity of such demand made by the Promoter, on any grounds whatsoever.

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- (e) The Allottee understands that Unit Super Area may or may not be equivalent to the super area leased to third parties from time to time.
- (f) The Allottee hereby confirms and undertakes that it shall, if required, appear before any Governmental Authority, and in its absence authorises the Promoter to appear before any Governmental Authority, for registration of any document including but not limited to lease deed, leave and license deed, etc in respect of lease/license of the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) in favour of the intending/existing tenant/lessee/licensee.
- (g) The lease/license deed will stipulate payment of rent and other amounts by the tenant/lessee/licensee directly to the Promoter, who in turn will remit the proportionate rent to the Allottee, after deducting expenses/costs of managing the leasing arrangement & collection of rentals which presently work out to Rs. 2/- (rupees two only) per sq ft per month of the Said Unit Super Area leased and the said amount is excluding any Taxes & Cesses. The said charges are subject to revision subsequently about which the Promoter will keep the Allottee informed in a suitable manner and such revision shall be binding on the Allottee. All payments to the Allottee shall be subject to tax deduction at source as per the provisions of Applicable Law(s). In case the lease/leave and license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such cost shall be borne by the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased in combination. Although the basic liability to deposit Taxes & Cesses paid by the tenant/lessee/licensee on the rent lies with the Allottee but due to practical constraints, the Allottee has authorized the Promoter to deposit the said Taxes & Cesses with the Governmental Authority on its behalf. The Allottee also undertakes to comply with all statutory requirements in respect of the Said Unit without any liability or responsibility on the part of the Promoter.
- (h) During the tenure(s) of the lease(s)/leave and license(s) as well as during the intervening gaps, the Said Unit shall be deemed to be in possession of the Allottee. However, the Allottee shall not demand or claim physical possession of the Said Unit at any time.
- (i) The Promoter shall not be responsible for any defaults, including non-payment of rent/license fee and other dues and similar such breaches by the

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tenant/lessee/licensee and the Allottee shall not raise any claim against the Promoter in this regard. However, the Promoter will take such legal action as may be deemed fit and proper by it against such defaulting tenant/lessee/licensee at the cost and expense & risk and responsibility of the Allottee for which the Allottee shall execute appropriate documents/authority letter and the Allottee shall not be entitled for any rent or return for the periods of such defaults/non-payment until the same are recovered from the tenant/lessee/licensee through court process or otherwise. In case of partial recovery, the Allottee will be entitled for only proportionate rent/license fee out of rent/license fee recovered from the tenant/lessee/licensee after appropriation of cost and expenses therefrom. In case the lease/license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such partial recovery shall be apportioned to the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased in combination.

- (j) The Promoter shall not be responsible for any damage caused by tenant/lessee/licensee to the Said Unit. However, the Promoter may take such legal action as it may deem fit against such a tenant/lessee/licensee at the cost & expense and risk & responsibility of the Allottee.
- (k) The Allottee hereby agrees and undertakes to pay maintenance charges, electricity charges, power back up charges, water charges, etc., whether the Said Unit is on lease or not, to the Promoter/maintenance agency, either directly or through the tenant/lessee/licensee, if any.

The Allottee hereby agrees and confirms that in the event of non-payment or delayed payment of maintenance charges, electricity charges, power back up charges, water charges, etc. for the Said Unit by the Allottee/tenant/lessee/licensee, without prejudice to any other remedy available to the Promoter, the Promoter reserves the right to disconnect all services, including maintenance, electricity, water supply and other utilities to the Said Unit without any further notice and without prejudice to the Promoter's right to recover the amount of arrears, interest and re-connection charges. Further, in case of disconnection, the services will be restored only after full clearance of the dues along with interest at the rate @ 18% compounded at monthly intervals or adjustment of the same from the rent/license fee to be remitted to the Allottee by the Promoter.

- (l) The Promoter shall transfer to the Allottee his/her/their/its proportionate share of the Interest Free Rent Security Deposit ("IFRSD") as received by

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the Promoter from the tenant/lessee/licensee in pursuance to the terms of any lease/leave and license agreement executed by it with the Promoter. The Allottee shall create a fixed deposit of the amount of IFRSD with a bank for the remaining period of lease/leave and license agreement including any extension thereof, and mark lien of the same in favour of the Promoter. The Allottee hereby undertakes to execute such documentation as may be required by the Promoter for creating lien on fixed deposit and securing refund of IFRSD as and when the same is due to be refunded to the tenant/lessee/licensee. The Allottee (s) hereby confirms that, as and when IFRSD is required to be refunded to the tenant/lessee/licensee, the Promoter may at its sole discretion (a) adjust the IFRSD against the rent/license fee payable to the Allottee, if any; or (b) seek refund of the IFRSD to the Promoter upon the expiry/termination/early determination of lease/leave and license agreement; or (c) partially in any combination of (a) or (b) as detailed hereinabove.

20. PHYSICAL POSSESSION OF THE SAID UNIT:

- (a) The Allottee hereby confirms that the Allottee has invested in the Said Unit since it intends to lease the Said Unit in the Project. The Allottee hereby agrees and acknowledges that the Promoter has allotted Unit to the Allottee on the specific understanding that physical possession of the Said Unit will not be given to the Allottee and the Said Unit is not for the personal physical occupation or use by the Allottee. Accordingly, the Carpet Area of the Said Unit has been computed without any physical partition.

The Allottee hereby confirms and undertakes:

- (i) that the Allottee shall not demand physical possession of the Said Unit;
- (ii) that the Allottee can seek physical possession of the Said Unit only in case the entire Unit remains vacant/unleased for a continuous period of 6 (six) months in any financial year. It is hereby clarified that in case part of the Said Unit is leased in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, even in such case the Allottee cannot seek physical possession of part of the Said Unit remaining vacant/unleased;
- (iii) that in case the Allottee seeks physical possession of the Said Unit in terms of sub-para (ii) as above, Carpet Area of the Said Unit shall reduce by such area as is utilized towards creation of partition of the Said Unit to demarcate the Said Unit as per the demarcation plan provided by the Promoter/maintenance agency. It shall be the responsibility of the Allottee to create such partitions at its own cost and expense.

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- (iv) that the provisions for all services, facilities, etc for the Said Unit has been done on the basis that the Said Unit to be part and parcel of undivided larger space on the floor on which it is located. Hence, in case the Allottee seeks physical possession of the Said Unit in terms of this Para, the Allottee hereby undertakes to request the Promoter/maintenance agency to provide and install services, facilities, etc for the Said Unit to operate it as an independent unit at the cost and expense of the Allottee, and connect the same to the common services and facilities of the Project. It is agreed and understood by the Allottee that since the services and facilities of the Said Unit have to be connected with that of the Project, hence, the services and facilities to be provided in the Said Unit will be undertaken through the Promoter/maintenance agency and not directly through a third party.
- (v) that after taking physical possession of the Said Unit as per sub-para (iii) as above, the Said Unit shall be used or leased, as the case may be, by the Allottee only in accordance with the zoning plan/tenant mix for the floor/area on/in which the Said Unit is located and/or keeping in view the aesthetics; and esteem of the Project, for which the Allottee shall seek prior written approval from the Promoter/maintenance agency.
- (b) The Allottee hereby agrees and understands that the possession of the Said Unit at any time in terms of this Agreement shall be provided on "as is where is basis" i.e. the condition and manner in which the Said Unit has been left by the previous tenant/lessee/licensee, if any.
- (c) In case of possession of the Said Unit is taken by the Allottee in terms of this Agreement, the Allottee hereby confirms and undertakes that it shall be the responsibility of the Allottee to channelize the services such as air-conditioning, fire-fighting, electrical supply, etc to the Said Unit as the Promoter shall only make services available on the floor level and it shall be the responsibility of the Allottee, subject to adherence to the Applicable Law(s) and guidelines of the Promoter/maintenance agency/association of allottees, to channelize the said services to the Said Unit at its own cost and expense.
- (d) The Promoter will be providing fire-fighting and fire detection system in the Common Areas and for the Said Unit, basis the Said Unit to be part and parcel of undivided larger space on the floor on which it is located, in accordance with the Applicable Law(s). Hence, in case the Allottee seeks physical possession of the Said Unit in terms of this Para, the Allottee hereby undertakes to request the Promoter/maintenance agency to provide and

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install at the cost and expense of the Allottee fire-fighting and fire detection system in the Said Unit as per the Applicable Law(s) and connect the same to the fire-fighting and fire detection system of the Project. It is hereby agreed by the Allottee that till successful installation and commissioning of the fire-fighting and fire detection system in the Said Unit connected with the fire-fighting and fire detection system of the Project, the Promoter/maintenance agency shall not handover the physical possession of the Said Unit to the Allottee. It is agreed and understood by the Allottee that since the fire-fighting and fire detection system of the Said Unit has to be connected to the fire-fighting and fire detection system of the Project, hence, the fire-fighting and fire detection system of the Said Unit will be undertaken through the Promoter/maintenance agency and not directly through a third party.

- (e) The Promoter has agreed to sell the Said Unit as one single indivisible unit and the Allottee hereby undertakes not to sub-divide the same or club it with any other space without prior written permission of the Promoter. The Allottee may transfer by sale, gift, lease, license, etc the Said Unit in accordance with the Applicable Law(s). Further, the Allottee hereby agree and confirm that all the obligations arising under this Agreement in respect of the Said Unit/Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees, lessees, and/or subsequent purchasers of the Said Unit. The Allottee will ensure that the persons to whom the Said Unit or part thereof is let, transferred, assigned or given possession will execute, acknowledge and deliver to the Promoter/maintenance agency such instruments and take such other actions in addition to the execution of the instruments as the Promoter/maintenance agency may reasonably request in order to effectuate the provisions of this Agreement.

21. USAGE:

Subject to Para 19 and Para 20 of this Agreement:

- 21.1 **Use of Basement and Service Areas:** The basement(s) and service area(s), located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's, etc. and other permitted uses as per the sanctioned building plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the

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Promoter/maintenance agency/association of allottees/Governmental Authority for rendering maintenance services.

- 21.2 The Allottee shall not use the Said Unit for any purpose other than for the purposes provided under this Agreement and shall use the same in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Said Unit shall not be against public policy or for any unlawful, illegal or immoral purposes or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Allottee/occupant. The Allottee or the occupant shall not do or permit anything to be done within or around the Said Unit for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Said Unit or to any unit above, below or adjacent to the Said Unit or anywhere in the Project or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Allottee hereby agrees and confirms to indemnify the Promoter and the Confirming Party against any penal action and liability, damage or loss due to misuse for which the Allottee/occupant shall be solely liable and responsible under Applicable Law(s) and equity. If the Allottee uses or permits use of the Said Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Said Unit besides pursuing such other remedies as may be available to the Promoter under Applicable Law(s).
- 21.3 The Allottee hereby agrees not to fix or install air conditioners or heating units or any other equipment in the Said Unit or outside the Said Unit (except at designated places in the Said Unit for such installation, provided such places for equipment installations are specified and permitted by the Promoter/maintenance agency) or anything that in any manner alters, changes or otherwise modifies the external façade of the Said Unit.
- 21.4 The Allottee shall take prior written permission from the Promoter/maintenance agency/association of allottees about all interior works proposed to be undertaken inside the Said Unit. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the Tower in which the Said Unit is situated and shall not exceed electrical loads beyond the allocated limits. The Promoter/maintenance agency/association of allottees reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications or changes in the interior works as may be necessary to ensure compliance with this Para. Failure of the Allottee to abide by this Para or to meet any directions or requirements of the Promoter/maintenance agency in

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this regard shall be deemed to mean an Event of Default by the Allottee within the meaning of this Agreement.

- 21.5 The Allottee hereby undertakes and agree to carry out only the business of permitted activity and assures that it shall be bound by the stipulations imposed by DGTCP and the terms and conditions broadly set out herein or those imposed by any Governmental Authority.
- 21.6 The Allottee shall be entitled to put up signage, name, sign board, publicity or advertisement material at only such places as may be earmarked by the Promoter/maintenance agency for such purpose. Save and except as aforesaid, the Allottee hereby agrees that it will not put up any name or sign board, publicity or advertisement material on the external facade of the Project or Tower or building or Said Unit or anywhere in the Common Areas without the prior written permission of the Promoter/maintenance agency. Further the Allottee shall also be liable to pay charges, as applicable in the respect of signage(s), to the Promoter/maintenance agency along with any Taxes and Cesses that may be imposed by any Governmental Authority for putting any signage on the external facade of the Said Unit/Tower/building/Project or in the atrium.
- 21.7 The Allottee shall be allowed to put up its name in the building directory at the Ground Floor lobby and signage/name board at the entrance door of the Said Unit. However, the shape, location and size of any such signage/name board shall be subject to approval of Promoter/maintenance agency and Applicable Law(s).

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

Subject to Para 13, 19 and 20 of this Agreement:

- 22.1 The Allottee shall, after taking possession of the Said Unit, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of Applicable Law(s) or rules of Governmental Authority or change or alter or make additions to the Said Unit or parking (if applicable). The Allottee shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, and maintain the same in a fit and proper condition, and ensure that the support, shelter, etc. of the building is not in any way damaged or jeopardized.
- 22.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put/install any sign-board/name-plate, antenna and/or other telecommunication

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or other communication equipment, neon light, publicity material or advertisement material, etc. on the rooftop/terrace/face/facade of the Tower/building/Project/Said Unit anywhere on the exterior of the Said Unit/Common Areas except by the prior written sanction of the Promoter/maintenance agency and at only such places as may be earmarked for such purpose. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit and parking (if applicable) or place any material in the common passages or staircase of the building. The Allottee shall ensure that they will not create any hindrance by way of locking, blocking, parking or in any other manner in the passage or access or Common Areas which otherwise are available for free access. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit and parking spaces, as the case may be.

22.3 The Promoter shall have the right to give on lease or hire any part of the roof top/terraces above the top floor of the Tower/building, for any purpose including but not limited to installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Promoter.

22.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter.

22.5 The Project shall always be known as "AIPL Joy Gallery" and this name shall not be changed by anyone including the Allottee or his lessees/occupant(s)/transferee(s)/assignee(s)/association of allottees, etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Allottee that the association of the brand name "AIPL" (in its registered logo form) or a combination of words with prefix as "AIPL" ("**Brand Name**") shall at all times be subject to the sole control of the Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the Governmental Authority and the color combination, the design, the appearance shall not be changed under any circumstances, unless the Promoter has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Said Land, the Building, as well as the association of allottees/apex body/apex bodies (which would be formed gradually), unless a different understanding is captured between the Promoter and the association of allottees. It is further agreed that the association of the Brand

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Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Promoter. The Allottee further agree not to use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoter.

- 22.6 The Allottee further undertakes, assures and guarantees that the Allottee would use the full name of the Project i.e. "AIPL Joy Gallery" on all communications, etc.
- 22.7 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

23. REGISTRATION OF THE AGREEMENT:

All costs and expenses incidental to the preparation, execution and registration of this Agreement including the payment of stamp duty and registration fee shall be borne by the Allottee. Further, the Allottee hereby agrees and confirms that if there is any additional levy on the stamp duty, as a consequence of any order of Governmental Authority/statutory or other local authority, the same, if applicable, shall also be payable by the Allottee.

24. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt of this Agreement by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State, at the cost and expenses of the Allottee.

If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and also fails to register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee or the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit Booking Amount and the application of the Allottee shall be treated as cancelled.

For Advance India Projects Limited

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Authorised Signatory

25. ENTIRE AGREEMENT:

This Agreement and Schedules hereto constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The, preamble and recitals to this Agreement shall form an integral part of this Agreement.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE(S)/TRANSFEREE(S):

The Allottee shall be entitled to sell, transfer or assign the Said Unit only upon obtaining a No Objection Certificate from the Promoter, and:

- (a) execution of standard documentation of the Promoter;
- (b) payment of all outstanding dues by the Allottee along with interest, payment of administrative charges, transfer charges, and registration of such transfer with the Governmental Authority at the cost of the Allottee/transferee(s)/subsequent allottee(s); and
- (c) to the new assignee/transferee agreeing to abide by the terms and conditions of this Agreement/conveyance deed, lease deed/license agreement, maintenance agreement, etc.

The Promoter shall charge an administrative fee @ Rs 20,000/- (rupees twenty thousand only) for name addition, name deletion and name substitution ("Name Change"). Name Change request shall only be considered in favour of the Allottee's spouse, parents, children and grand-children only, and only Once in respect of the Said Unit till execution of the Conveyance Deed.

Any request for Name Change more than Once or except in favour of Allottee's spouse, parents, children and grand-children, shall be considered as request for transfer. The Promoter shall charge a transfer fee for first and each subsequent transfer @ Rs 250/- per sq ft. of the Said Unit Super Area. Tax & Cesses, as applicable, shall be payable over and above the administrative fee and transfer fee by the Allottee.

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The Allottee hereby understands and agrees that the Promoter shall have a right to revise the administrative fee and transfer fee from time to time, and administrative fee or transfer fee as applicable at the time of Name Change or transfer, as the case may be, shall be applicable to the Allottee.

All costs and expenses incidental to the preparation, execution and registration of Name Change or transfer including the payment of stamp duty and registration fee shall be borne by the Allottee.

The Promoter shall be entitled to transfer or assign its majority rights and liabilities in respect of the Project to a third party, as approved by the Governmental Authority or provided in the Act. Provided however, such transfer/assignment shall not affect the allotment or sale of the Said Unit in the Project made by the transferor Promoter.

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as set out in **Schedule E** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

29. SEVERABILITY:

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

For Advance India Projects Limited

Amol F
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30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

31. FURTHER ASSURANCES:

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

32. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Gurugram. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered as per provisions of the Applicable Law(s).

33. NOTICES:

Any notice, letter, communication, etc. to be made, served or communicated unto the Promoter under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Promoter at the address mentioned above or such other address as may be intimated by the Promoter in this behalf and sent by registered post A.D. Similarly, any notice, letter or communication to the Allottee shall be deemed to be made, served or communicated only if the same in writing is addressed to the above-mentioned address of the Allottee by registered post A.D.

34. JOINT ALLOTTEES:

That in case there are joint Allottee/more than two Allottee, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the

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Anurag
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address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

35. SAVINGS:

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

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Law(s) prevalent in the State of Haryana for the time being in force.

37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996 (as amended upto date). The Promoter shall propose names of two arbitrators and Allottee shall choose one of them within specified time, failing which the Promoter shall proceed to appoint one out of said persons as Arbitrator and Allottee shall have no objection to the same. Seat of arbitration shall be at Gurugram. The arbitration shall be conducted in English language. The award of the arbitration shall be final and binding upon the Parties hereto.

38. JURISDICTION:

The Agreement shall be governed in accordance with the laws of India and the Courts at Gurugram shall have exclusive jurisdiction with respect to all matters touching or arising out of this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram in the presence of attesting witness, signing as such on the day first above written.

For Advance India Projects Limited

Amol F

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SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____

Name _____

Address _____

Aadhaar No. _____

(2) Signature _____

Name _____

Address _____

Aadhaar No. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Please affix photograph and sign across the photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Aadhaar No. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

CONFIRMING PARTY:

Please affix photograph and sign across the photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Aadhaar No. _____

At Gurugram on _____

in the presence of:

WITNESSES:

1. Signature _____

For Advance India Projects Limited

Anil F
Authorised Signatory

Name _____

Address _____

2. Signature _____

Name _____

Address _____

For Advance India Projects Limited

Aswini F
Authorised Signatory

**Schedule A
Site Plan**

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Schedule B

Description of the Said Unit

1. For Unit type "Retail Space" & "Restaurant":

- (a) "Carpet Area" shall mean and include the net usable floor area of the unit, excluding the area covered by the external walls/external glazing, peripheral columns, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the shop front glazing and any internal columns, walls and internal finishes.
- (b) "Unit Super Area" shall be computed as, "Covered Area/0.50". Covered Area shall include the Carpet Area of the unit, 100% of exclusive walls (including walls abutting the cores/common areas/corridors), 50% of the shared walls (including walls abutting other retail units), 100% of columns, 100% of the walls of shafts and 1/3rd area of the terrace area. Shaft area has not been added. It is clarified that (a) Shaft area has not been added; and (b) in case any terrace abuts a unit at a later stage due to revision in building plans of the Project in terms of this Agreement, 1/3rd area of the terrace shall also be added to the Unit Super Area, however, the Carpet Area of the unit shall not undergo any change.

2. For Unit type "Food Court"

- (a) "Carpet Area" shall mean and include the net usable floor area of the unit, excluding the area covered by the external walls/external glazing, peripheral columns, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal walls, columns and internal finishes.
- (b) "Unit Super Area" of the Entire Hall in which the Food Court (comprising of multiple kiosks/stalls) is located shall be computed as, "Covered Area/0.65". Covered Area shall include the Carpet Area of the entire hall including the area under kiosks, 100% of exclusive walls (including walls abutting the cores/common areas/corridors), 50% of the shared walls (including walls abutting the other retail units) along with 100% area for seating, service corridors, BOH areas (Office, Dish washing area, drinking water, Garbage room etc.) , and 100% of columns. 100% of the walls of shafts are added in the Covered Area. It is clarified that (a) Shaft area has not been added; and (b) in case any terrace abuts a unit at a later stage due to revision in building plans of the Project in terms of this Agreement, 1/3rd area of the terrace shall also be added to the Unit Super Area, however, the Carpet Area of the unit shall not undergo any change.

3. For Unit type "Kiosk" & "Stall":

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- (a) **"Carpet Area"** shall mean and include the net usable floor area of the unit, excluding the area covered by the external walls/external glazing, peripheral columns, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal walls, columns and internal finishes.
- (b) **"Unit Super Area"** of an individual Kiosk or Stall shall be computed as, "Covered Area of Individual Kiosk or Stall / Covered Area of all the Kiosks or Stalls in the Food Court) x Super Area of the Entire Food Court Hall", wherein the Covered Area of an Individual Kiosk or Stall shall include 100% of exclusive walls (including walls abutting the cores/common areas/corridors), 50% of the shared walls (including walls abutting the other kiosks/retail units) & 100% of columns, 100% of the walls of shafts are added in the Covered Area. It is clarified that (a) Shaft area has not been added; and (b) in case any terrace abuts a unit at a later stage due to revision in building plans of the Project in terms of this Agreement, 1/3rd area of the terrace shall also be added to the Unit Super Area, however, the Carpet Area of the unit shall not undergo any change.

"Unit Super Area" shall mean and include all the area within the unit plus the proportionate share in the Common Areas as provided for in this Agreement. The area that will be transferred/conveyed to the Allottee pursuant to this Agreement shall be the Unit Carpet Area.

4. For Unit type "Gaming zone":

- (a) **"Carpet Area"** means the net usable floor area of the unit excluding the area covered of the external walls, peripheral columns adjoining walls, areas under services shafts, exclusive balcony or verandah area, exclusive open terrace area common areas (Staircases, Lifts and Lift lobbies etc.) and services areas (AHU, Electrical room etc.) but includes the area covered by internal columns and internal finishes.
- (b) **"Unit Super Area"** shall be computed as, "Covered Area/0.60". The covered area shall mean the net usable floor area of the unit excluding the area covered by the external walls, peripheral columns adjoining walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the external glazing starting from floor/skirting level, internal columns and internal finishes It is clarified that in case any terrace abuts a unit at a later stage due to revision in building plans of the Project in terms of this Agreement, 1/3rd area of the terrace shall also be added to the Unit Super Area, however, the Carpet Area of the unit shall not undergo any change.

Explanation for 1 to 4 above:

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- (i) **"Unit Super Area"** shall mean and include all the area within the unit plus the proportionate share in the Common Areas as provided for in this Agreement. The area that will be transferred/conveyed to the Allottee pursuant to this Agreement shall be the Unit Carpet Area.
- (ii) Expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the allottee; and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the allottee.
- (iii) In case, as per the terms of the Agreement, the Allottee seeks physical possession of the Said Unit, Carpet Area shall reduce by such area as is utilized towards creation of partition of the Said Unit to demarcate the Said Unit as per the demarcation plan provided by the Promoter or maintenance agency, as the case may be.

"Common Areas" shall mean and include:

- (i) the Project Land;
- (ii) the stair ways, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings, foundations, columns, girders, beams, supports, main walls, roofs, halls and corridor lobbies;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) installations of central services such as electricity, gas, hot and cold water and sanitation, refrigeration, air-conditioning and incinerating, system for water conservation and renewable energy;
- (v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; and
- (vi) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

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Schedule C

Floor Plan of the Said Unit

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Schedule D
Specifications, Amenities & Facilities of the Said Unit & Project

For Advance India Projects Limited:

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Authorised Signatory

Schedule E
Payment Plan

for Advance India Projects Limited

[Signature]

Authorised Signatory

AGREEMENT FOR SALE

1. Type of Document : Agreement for Sale
 2. Village/Block/Segment : Badshahpur, Sector 66
 3. Tehsil & District : Sub-Tehsil Badshahpur, District Gurugram
 4. Type of Property : Commercial (Office Unit)
 5. Area (Carpet) : _____ square meter (_____ square feet)
 6. Area (Super) : _____ square meter (_____ square feet)
 7. Sale Consideration : Rs. _____/-
 8. Advance Amount : Rs. _____/-
 9. Stamp Duty : Rs. _____/-
 10. Stamp No./Date : _____/_____.20____
 11. Stamp GRN : _____
 12. Unit No. : _____
 13. Property Address : Unit No. _____, _____ Floor in Tower AIPL
 Statement in AIPL Joy Gallery, in revenue estate
 of Village Badshahpur, Sector 66, Sub-Tehsil
 Badshahpur, District Gurugram (Haryana)

This Agreement for Sale ("Agreement") executed on this ____ day of _____, 20____,

By and Amongst

Advance India Projects Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. U45209HR1997080240, Permanent Account no. AACCA9859J and having its registered and corporate office at "The Masterpiece", Golf Course Road, Sector-54, Gurugram, Haryana-122002, through its authorized signatory _____ (Aadhar No. _____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

R.C. Sood & Co. Private Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. U74899DL1954PTC00236, Permanent Account no. AAACR1540F and having its registered office at 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019, through its authorized signatory _____ (Aadhar No. _____)

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Amol F

Authorised Signatory

_____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the “**Confirming Party**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

[If the Allottee is a company]

_____, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act 2013, with Corporate Identification No. _____, Permanent Account no. _____ and having its registered office at _____, through its authorized signatory _____ (Aadhar No. _____), duly authorised vide Board Resolution dated _____ hereinafter referred to as the “**Allottee**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, authorized vide Partnership Deed/Authorisation Letter dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no.: _____) son/daughter/wife of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

For Advance India Projects Limited

Ashok K
Authorized Signatory

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN: _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The term and expression the Promoter, Confirming Party and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. The Confirming Party is the absolute and lawful owner of land admeasuring 1.7879 Hectares (4.418 acres or 17,879.012 square meters) comprised in Rectangle no. 23//4/2(5-16), 7(8-0), 8/1Min(0-15), 8/2Min(4-16), 13(8-0), 14(8-0) situated at Sector 66, Village Badshahpur, Sub-Tehsil Badshahpur, District Gurugram, Haryana (hereinafter referred to as the "Said Land"). The Said Land was purchased by RJS Finance and Investment Private Limited vide sale deed dated 16 March 1992 bearing no. 9121 in Addl. Book No. 1, Vol. No. 3472 on Pages 59-60 duly registered in the office of Sub-Registrar, Gurgaon on 16 March 1992. Vide Order of Hon'ble High Court of Delhi dated 25 February 2011 in Co. Pet. No. 446 of 2010 in the matter of RJS & Others Vs. R.C. Sood & Co. Private Limited, RJS Finance and Investment Private Limited was amalgamated with the Confirming Party and hence, the Project Land was transferred in the name of the Confirming Party in the revenue records vide Mutation No. 8778. The extent of the Said Land may be modified by way of addition/deletion of land parcels and adjusting the Said Land in future to the extent as may be acquired/required/desired pursuant/consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana ("DGTCP") and/or any other Governmental Authority and/or as may be permissible under the Act and the Rules and the Applicable Law(s) and in the manner as provided thereunder. In case of such modification, the services and the Common Areas may also undergo change and/or be required to be shared with the allottees of the developments on such additional land. It is clarified that the other terms and conditions of sale of the Said

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Unit (described in Para G hereinbelow) including the Carpet Area will continue to be same and governed by the provisions of this Agreement.

- B. The Director General, Town and Country Planning, Haryana ("DGTC") has granted license to develop a Commercial Colony vide License no. 197 of 2008 dated 05.12.2008 and permission to avail benefit under Transit Oriented Development Policy dated 09.02.2016 vide Memo no. LC-1313-II-JE(VA)-2019/27921 dated 13.11.2019 (jointly referred to as "Project License") on the Said Land. The Confirming Party and the Promoter have entered into a Development Agreement dated 31.12.2018 registered vide registration no. 11424 on 31.12.2018 with Sub-Registrar Badshahpur, Gurugram. The DGTC has granted approval for change of developer in favour of the Promoter vide Endst. No. LC-1313-II-JE(VA)/2019/11831 dated 14.05.2019.
- C. The Said Land is earmarked for the purpose of a Commercial Colony and the said project shall be known as 'AIPL Joy Gallery' (hereinafter being referred to as the "Project"). The Site Plan is attached herewith as Schedule 'A'.
- D. The Promoter has obtained approval of the building plan from DGTC vide Memo No. _____ dated _____. The Promoter agrees and undertakes that it shall not make any change to the approved building plan of the Project, except in strict compliance with section 14 of the Act/any other laws of the State, as applicable.
- E. The Promoter and the Confirming Party are fully competent to enter into this Agreement and all legal formalities with respect to right, title and interest of the Confirming Party and the Promoter regarding the Said Land on which the Project is to be constructed have been complied with.
- F. The Project has been registered by the Promoter under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Haryana Real Estate Regulatory Authority Gurugram vide registration no. _____ dated _____.
- G. The Allottee, after seeing and understanding the approved plans, had applied for booking of an **Office Space** bearing no. _____ (which has been allotted to the Allottee) having carpet area of _____ square meter (_____ square feet), on _____ floor in Tower **AIPL Statement** (subject, however, that the above said Space forms part of an undivided larger Office Space on the said floor in the said Tower) along with exclusive usage of _____ number of car parking space(s) in the Project, as permissible under the Applicable Law(s) and pro-rata right in the Common Areas, as defined under Rule

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2(1)(f) of Rules, 2017, (hereinafter referred to as the "Said Unit" more particularly described in Schedule 'B' and the floor plan of the Said Unit is annexed hereto and marked as Schedule 'C').

- H. The Allottee hereby agrees and acknowledges that although the Total Price of the Said Unit is calculated on the basis of its Super Area, however, the area that is sold, and will be transferred and conveyed will only be the area within the Said Unit along with the proportionate, undivided, impartible share in the land underneath the Project only.
- I. The Allottee hereby agrees and acknowledges that the Promoter and the Confirming Party have furnished all information, clarifications, etc. as demanded by Allottee with regard to the Said Land, Project, Said Unit, RERA registration number, etc. and all queries in this regard have been answered by the Promoter to the complete satisfaction of the Allottee, and the Allottee has executed this Agreement with the Promoter after having carried out detailed due diligence including but not limited to perusal of title deeds, RERA registration certificate, approvals, sanctions and other documents with respect to the Said Land, Project, Said Unit and is completely satisfied with the same. The Allottee has/have relied solely on his/her/their/its own independent judgment and investigation while deciding to execute this Agreement. The Allottee acknowledges that there are no other oral or written representations or statements, made either by the Promoter and/or the Confirming Party or any person claiming under them, which may have been considered by the Allottee for execution of this Agreement and/or to be part of this Agreement.
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The Allottee has understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Allottee in respect of this Agreement. The Allottee hereby agrees and acknowledges that the Promoter is responsible for development of the Project within the boundaries of the Project and all development outside the Project are subject matter of various Governmental Authority /third party(ies) and Allottee shall not delay the payment or withhold the payment or hold Promoter responsible for delay in development of the areas outside the boundaries of the Project or provisioning of the services by the Authorities, even though charges for the same may have been paid by the Allottee.
- K. The Allottee hereby undertakes that it shall be bound by all the conditions and the provisions imposed by DTCP and any other Governmental Authority in respect of the Said Land, Project and Said Unit and the terms and conditions broadly setout herein.

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- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project. The Allottee hereby confirms that after having obtained independent advice/forming independent opinion on all the aspects and features before deciding to proceed further. Accordingly, the Allottee hereby confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement, has decided to enter into this Agreement for the purchase of the Said Unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied himself/herself/itself with the specific features of the said Project and other projects in and around Gurugram after visiting the Project as well as nearby projects.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Law(s), are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit as specified in Para G.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (i) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (ii) **"Agreement"** means this Agreement for Sale, including all annexures, recitals, schedules executed between the Parties.
- (iii) **"Applicable Law(s)"** means all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or Person acting under the authority of any Governmental Authority, whether in effect on the date of the signing of this Agreement or thereafter.
- (iv) **"Development Charges"** mean and include External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") or any other taxes/fees/charges/levies, etc. which may be levied, in connection with the

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development/construction of the Project levied/leviable and any interest paid/payable thereon (by whatever name called or in whatever form) to the Governmental Authority, cost incurred by the Promoter on the capital invested in making the payment of any of the Development Charges.

- (v) **"Governmental Authority(ies)"** means the local authority or any authority created under any governmental authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/local authority/revenue authority having jurisdiction over the Said Land.
- (vi) **"Rules"** means the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (vii) **"Section"** means a section of the Act.
- (viii) **"Occupancy Certificate"** shall mean the certificate issued by the DGTCP permitting occupation of the Said Unit/Project and/or any part thereof.
- (ix) **"Taxes and Cesses"** means any and all kind of taxes and cesses applicable on present transaction as on date or imposed in future even if the same is with retrospective effect, including but not limited to goods and service tax, value added tax, state sales tax, central sales tax, works contract tax, service tax, labour cess, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Promoter and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development of the Project.

INTERPRETATION:

Unless the context otherwise requires in this Agreement:

- (a) a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (b) reference to any individual shall include his/her legal representatives, successors, legal heirs, executors and administrators;
- (c) reference to any article, para, clause, section, schedule or annexure shall be deemed to be a reference to an article, a para, a clause, a section, a schedule or an annexure of this Agreement;
- (d) headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (e) the recitals, schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (f) references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";

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- (g) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Para of this Agreement, as the case may be;
- (h) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- (i) reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced; and
- (j) reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as specified in Para G.

1.2 The Total Price for the Said Unit based on the Carpet Area is Rs. _____ (Rupees _____ only) ("Total Price")

Unit No. : _____
 Type : Office Space
 Floor : _____
 Tower : AIPL Statement

Unit Carpet Area (approx.): _____
 (_____) square meter { _____ }
 (_____) square feet

Unit Covered Area (approx.): _____
 (_____) square meter { _____ }
 (_____) square feet

Unit Super Area (approx.): _____
 (_____) square meter { _____ }
 (_____) square feet

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Breakup of Total Price is as follows:

Particulars	Carpet Area		Super Area		Total (INR)
	INR/Sq Mtr	INR/Sq Ft	INR/Sq Mtr	INR/Sq Ft	
Basic Sale Price					
Preferential Location Charges					
Development Charges					
Charges for Right to use Car Parking Space(s)	___ number of Car Parking Space(s)				
Goods and Services Tax					
Total Price					
Interest Free Maintenance Security Deposit					
Taxes & Cesses and other charges {Explanation (iv)}	Cannot be confirmed and/or quantified at this stage since based on Applicable Law(s), Governmental Authority guidelines and external factors prevalent at the time of demand, same will be confirmed				

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount (*defined hereinafter*) paid by the Allottee to the Promoter towards the Said Unit.
- (ii) The Total Price has been arrived at post effecting input tax credit available/will be available to the Promoter for the construction of the Project in terms of the provisions of Goods and Services Tax Act 2017. The Total Price of the Said Unit includes recovery of price of land, development/construction of not only the Said Unit but also Common Areas (if applicable), Development Charges, taxes/fees/charges/levies, etc. which may be levied on the development/construction of the Project, lift, fire detection and firefighting equipment in the Common Areas, and Specifications, Amenities & Facilities as mentioned in Schedule 'D'. It is clarified that any other specification, amenity, facility, etc which is not specifically stated in this Agreement (like cost of providing electric wiring/electrical connectivity to the Said Unit, electrical fittings, fixtures, electric/water meter, data cable, furniture, fittings & fixtures, etc) shall be provided

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for by the Allottee in the Said Unit through Promoter at the Allottee's own cost and expense. In case due to any Applicable Law(s) it becomes mandatory for the Promoter to install fittings, fixtures, etc in the Said Unit, which do not form part of this Agreement presently, the Allottee shall pay the cost of the same to the Promoter, over and above the Total Price, as per the demands raised by the Promoter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Para 1.4 below and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/fees/charges/levies, etc. paid or demanded along with the Applicable Law(s) together with dates from which such Applicable Law(s) has been imposed or became effective;
- (iv) The Total Price of the Said Unit does not include Taxes and Cesses (except Goods and Services Tax), other charges, including but not limited to enhanced EDC, enhanced IDC, infrastructure augmentation charges, stamp duty, registration charges and other incidental and legal charges for registration of this Agreement and Conveyance Deed, cost of land, development and energization of Switching Station, the costs/charges/deposits that may be required for electricity connection, water, sewerage, electric connection deposit, electric & water meter deposit, gas pipeline deposit, gas pipeline charges, multi-dwelling unit charges, RFID tag charges, access control charges, intercom charges, payments for any additional capital equipment for common use, etc which are not confirmed/quantifiable/has not been quantified on the date of booking/this Agreement, shall be payable by the Allottee as and when demanded by the Promoter.
- (v) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 to deduct tax at source (TDS) @ 1% (one percent) from each installment/payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter, enabling the Promoter to give credit of the same to the Allottee.
- (vi) The Allottee shall bear its own expenses including commission or brokerage or fee to be paid to any person for services that may have been rendered by such person to the Allottee, at the request of the Allottee, whether in or outside India in respect of the Said Unit. The Promoter shall in no way whatsoever be responsible or liable for such payment of commission or brokerage or fee nor the Allottee have the right to deduct such charges from the Total Price or other charges payable for the Said Unit. The Allottee hereby acknowledges that the Promoter does not deal with/recognizes real estate agents not registered under the Applicable Law(s). Further, the Allottee shall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

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- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of Development Charges payable to the Governmental Authority and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc which may be levied or imposed by the Governmental Authority from time to time, even if retrospective in effect or in terms of 1.2 (iv) above. The Promoter hereby undertakes and agrees that while raising a demand on the Allottee for increase in Development Charges payable to the Governmental Authority and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc the Promoter shall enclose the said notification/order/rule/regulation along with the demand letter being issued to the Allottee. Provided that if there is any new imposition or increase in Development Charges and/or any other increase in Taxes and Cesses, other charges/costs/duties/fees/levies, etc after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee. Similarly, in case of any decrease (including with retrospective effect, if any) in any of the Taxes and Cesses, other charges/costs/duties/fees/levies, etc that may be notified by a Governmental Authority, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made following the intimation of such decrease by the Promoter/Governmental Authority at the time of possession.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule 'E' ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rates notified by the Promoter from time to time for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter and availed by the Allottee, unless agreed upon by the Allottee.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and Specifications, Amenities and Facilities as mentioned in **Schedule 'D'** in respect of the Said Unit except as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the Governmental Authority or due to Force Majeure. Provided that, the Promoter may make such additions or alterations as may be required by the Allottee (at additional cost in Total Price), or such changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the Governmental Authority.

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- 1.7 If the Promoter is required to make any additional/upgraded provisions, over and above those required as per the existing Applicable Law(s), due to any change in the Applicable Law(s), then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee hereby agrees to pay the same.
- 1.8 The Promoter shall confirm the Carpet Area that has been allotted to the Allottee after the construction of the Said Unit is complete and the Occupancy Certificate is granted by the Governmental Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Said Unit allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as set out in Schedule 'E'. All these monetary adjustments shall be made at the same rate as agreed in Para 1.2 of this Agreement.

If the increase in the Carpet Area of the Said Unit is more than 5% (five percent), the Promoter shall seek consent of the Allottee. In case the Allottee consents to the change then the Promoter may demand excess amount from the Allottee as per the next milestone of the Payment Plan as set out in Schedule 'E'. In case, Allottee refuses to accept the increase, Promoter may offer a similar unit, subject to availability. If the Allottee accepts such alternate unit, the applicable Total Price and other charges/amounts payable resulting due to such change shall be payable or refundable, as the case may be. Else, the Allottee shall be refunded the amounts received against the Total Price, excluding Taxes & Cesses, along with interest thereon, at the rate and procedure prescribed in the Rules. No other claim, monetary or otherwise, shall lie against the Promoter.

- 1.9 Subject to Para 9.3, the Promoter hereby agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Unit subject to Para 5, Para 7, Para 19 and Para 20 of this Agreement;
 - (ii) The Allottee shall have undivided proportionate share in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017. The Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Allottee therein shall be specified

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by the Promoter under the deed of declaration to be filed under the Applicable Law(s);

- (iii) The Allottee shall have exclusive right to use the allotted car parking space(s), if any;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/its Unit, subject to feasibility/guidelines/timings as may be decided by the Promoter.

1.10 It is made clear by the Promoter and the Allottee hereby agrees that the Said Unit along with car parking spaces, if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter/maintenance agency, subject to availability and upon payment of such charges as may be decided by the Promoter/maintenance agency from time to time. The Promoter's/maintenance agency decision in this regard shall be final and binding.

1.11 The Allottee hereby agrees and understands that car parking shall only be permitted in the demarcated car parking space(s), covered or surface, as may be allotted by the Promoter to the Allottee, and the Allottee shall not use any other car parking space/other area that may be used/reserved for other car parks, services, maintenance staff, etc. In addition, the car parking space(s) shall not be used for any other purpose including storage of any equipment or materials of any kind, howsoever temporarily. The car parking space(s) shall be appropriately ground-marked by the Promoter as allocated at the time of handing over of possession of the Said Unit, and the Allottee hereby agrees that the Allottee shall not in any manner modify/change such car parking space(s) and shall not raise any structure, temporary or permanent, in any such car parking space(s) area allocated to the Allottee at any time.

1.12 The Promoter hereby agrees to pay all outstanding payments before executing the Conveyance Deed of the units with the allottees, which it has collected from the allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies, etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Governmental Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the allottees or any liability, mortgage loan and interest thereon before executing the Conveyance Deed of the units with the allottees, the Promoter hereby agrees to be liable, even after the execution of the Conveyance Deed of the Said Unit, to pay such outstanding(s)

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and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.13 The Allottee has, at the time booking, paid an advance amount of Rs. _____/- (Rupees _____ Only) inclusive of Taxes and Cesses being part payment towards the Total Price of the Said Unit, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan as set out in Schedule 'E' as may be demanded by the Promoter within the time and in the manner specified therein. The Allottee understands and acknowledges that 10% of the Total Price is the booking amount ("Booking Amount").

Provided that if the Allottee delays payment towards any amount which is payable to the Promoter, the Allottee shall be liable to pay interest at the rate prescribed in the Rule 15 of the Rules, 2017.

- 1.14 The Allottee understands and agrees that all efforts shall be made to receive and distribute bulk supply of electrical energy in the Project, and the Allottee hereby agrees to abide by all the conditions of sanction of bulk supply. In such case, Allottee shall not apply for individual/direct electrical supply connection to any authority responsible for supply of the same. The Allottee hereby undertakes to pay proportionate share as demanded by the Promoter of all deposits and charges paid/payable to any authority/commission/regulator/licensing authority for the same.
- 1.15 The Allottee shall become a member of association of allottees as and when constituted under the Haryana Apartment Ownership Act, 1983 and the Haryana Registration and Regulation of Societies Act, 2012 and rules framed there under for facilitating compliance of various rules and regulations and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Promoter/Confirming Party for the purpose.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as set out in Schedule 'E' through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'AIPL Joy Gallery Master Escrow Account' payable at Gurugram. All payments shall be subject to realization.

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2.2 That the Allottee, after allotment of the Said Unit, may at its option raise finance or loan for purchase of the Said Unit. The Allottee hereby acknowledges and agrees that getting the loan/finance sanctioned and disbursed shall be the obligation of the Allottee and the allotment is not incumbent upon such loan/finance facility. In the event of the Allottee's loan not being sanctioned/dispursed or the same gets delayed for any reason whatsoever, the payment to the Promoter as per payment plan opted by the Allottee shall not be delayed by the Allottee and the Allottee's obligation to make timely payments shall not be contingent upon the Allottee obtaining such loan/finance. The Allottee hereby confirms and agrees that delay in sanction/dispbursement or non-sanction of the loan to the Allottee shall not be a ground for delay in payment of the outstanding dues by the Allottee to the Promoter, and any such delays may result in levy of interest by the Promoter or cancellation of allotment as per the terms of this Agreement. In cases of any default or circumstances, resulting in refund, if any, such refund shall be made by the Promoter as per the instructions of such financial institution/bank and the same shall be considered as a refund to the Allottee. No other claim, monetary or otherwise shall lie against the Promoter and the Said Unit. Further for the Allottee, who has opted for arrangement with any financial institutions/banks, the Conveyance Deed of the Said Unit in favour of the Allottee shall be executed only upon the Promoter receiving no objection certificate (NOC) from such financial institutions/bank. It has been agreed and undertaken by the Allottee that the Promoter shall not have any financial obligation/liability towards such financial institutions/banks, etc. and the Allottee shall always keep the Promoter fully indemnified and harmless against the same.

3. COMPLIANCE OF APPLICABLE LAW(S) RELATING TO REMITTANCES:

3.1 The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/impediment in this regard. The Allottee hereby understands and represents that any failure by the Allottee to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under.

3.2 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other Applicable Law(s) including that of remittance of payment,

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acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law(s). The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.3 The Promoter accepts no responsibility in regard to matters specified in Para 3.2 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Residential/Citizenship status of the Allottee, in terms of Applicable Law(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the Applicable Law(s).
- 3.4 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. All payments from third party(ies) are to be accompanied with NOC's as per the approved format of the Promoter failing which the same maybe liable to be rejected and returned directly to said third party.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his/her name and the Allottee hereby undertakes not to object/demand/direct the Promoter to adjust his payments in any specific manner. The Allottee hereby agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE:

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The Promoter shall abide by the time schedule for completing the Said Unit/Project, handing over the possession of the Said Unit to the Allottee by 31 March 2028 as disclosed at the time of registration of the Project with the Authority or such extended period as may be intimated and approved by Authority from time to time. The completion of the Project shall mean grant of Occupancy Certificate for the Said Unit/Project. It is agreed between the Parties that for the purpose of this Agreement "handing over the possession of the Said Unit" shall mean issuance of Notice of Offer of Possession of the Unit (*defined hereinafter*) by the Promoter to the Allottee.

However, in case the regular development/construction of the Project is adversely impacted/hampered/stopped, , including but not limited to complete stoppage of work or partial stoppage of work, due to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit. The completion of the Project shall mean grant of Occupancy Certificate for the Said Unit/Project.

The Allottee hereby agrees that wherever the reference is made for possession of the Said Unit in this Agreement or any other document with reference to the Said Unit, it shall always mean constructive/symbolic/notional possession of the Said Unit and not physical handover of the Said Unit to the Allottee. The Allottee hereby confirms that the Promoter has in no way made any representation or warranty to the Allottee that the Promoter shall offer/handover physical possession of the Said Unit to the Allottee except where specifically agreed by the Promoter in writing with the Allottee.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/demarcation-cum-zoning/floor plan/site plan/building plan, Specifications, Amenities, Facilities, etc. depicted in the advertisement/brochure/agreement/website regarding the Project where the

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Said Unit is located and has accepted the floor/site plan, payment plan and the Specifications, Amenities, Facilities, etc. (annexed along with this Agreement) which floor/site plan has been approved by the Governmental Authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws relating to FAR and/or Additional FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Governmental Authority and shall also strictly abide by the provisions and norms prescribed by the State of Haryana, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

- 7.1 **Schedule for possession of the Said Unit** - The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas is the essence of the Agreement.

The Allottee hereby agrees that wherever the reference is made for possession of the Said Unit in this Agreement or any other document with reference to the Said Unit, it shall always mean constructive/symbolic/notional possession of the Said Unit and not physical handover of the Said Unit to the Allottee. The Allottee hereby confirms that the Promoter has in no way made any representation or warranty to the Allottee that the Promoter shall offer/handover physical possession of the Said Unit to the Allottee except where specifically agreed by the Promoter in writing with the Allottee.

The Promoter assures to hand over possession of the Said Unit as per agreed terms and conditions unless in case the regular development/construction of the Project is adversely impacted/hampered/stopped, including but not limited to complete stoppage of work or partial stoppage of work, due to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the

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Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, the Project Completion Date shall extend accordingly. If, the completion of the Project is delayed due to the above conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit. The completion of the Project shall mean grant of Occupancy Certificate for the Project.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment and Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of the Said Unit - The Promoter, upon grant of Occupancy Certificate in respect of the Said Unit/Project, shall offer in writing the possession of the Said Unit within 3 (three) months from the date of receipt of such approval, to the Allottee as per terms of this Agreement ("**Notice of Offer of Possession of the Unit**").

7.3 The Promoter agrees and undertakes to hold the Allottee harmless in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. Further, the Allottee agrees to inspect the Said Unit prior to taking possession, so that in the event of any incomplete works or defects, the same can be resolved by the Promoter. If the Allottee neglects or otherwise fails to do so, the Allottee shall not be entitled to make any such claim at any point thereafter.

The Allottee agrees that if it fails, ignores or neglects to take the possession of the Said Unit in accordance with the Notice of Offer of Possession of the Unit sent by the Promoter, the Allottee, besides payment of maintenance charges, shall also be liable to pay holding charges per month ("**Holding Charges**") as determined by the Promoter.

The Promoter shall provide inspection (on demand) of Occupancy Certificate at the time of conveyance of the Said Unit. The Allottee, at the time of taking possession, agree(s) to pay the maintenance charges and Holding Charges.

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7.4 **Failure of Allottee to take Possession of the Said Unit** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Said Unit within 30 (thirty) days from the date of Notice of Offer of Possession of the Unit by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give constructive/symbolic/notional possession of the Said Unit to the Allottee as per terms and conditions of this Agreement.

7.5 In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time specified herein, the Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in Para 7.2, with effect from the date of Notice of Offer of Possession of the Unit.

After obtaining the Occupancy Certificate it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the association of allottees/maintenance agency.

7.6 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, interest component on delayed payment and non-payment of any due payable to the Promoter. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation.

7.7 **Compensation** – The Promoter and the Confirming Party shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act, except for Court orders, Government policy/guidelines, decisions.

If the Promoter fails to give possession of the Said Unit to the Allottee:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 5; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason;

the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to

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return the total amount received by the Promoter in respect of the Said Unit, with interest at the rate prescribed in the Rules, within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, consequences as provided under Para 9.2 shall ensue.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND CONFIRMING PARTY:

The Promoter and the Confirming Party hereby represent and warrant to the Allottee as follows:

- (i) The Confirming Party has absolute, clear and marketable title with respect to the Said Land and the Promoter has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Governmental Authority to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project, except as disclosed in this Agreement;
- (iv) All approvals, licenses, sanctions and permissions issued by the Governmental Authority with respect to the Project or phase(s), as the case may be, as well as for the Said Unit being sold to the Allottee are valid and subsisting and have been obtained by following due process of Applicable Law(s). Further, the Promoter has been and shall at all times remain to be in compliance with all Applicable Law(s) in relation to the Project or phase(s), as the case may be, as well as for the Said Unit and for Common Areas;
- (v) The Promoter and the Confirming Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Confirming Party has not entered into any agreement for sale and/or development agreement (except with Promoter) or any other agreement /arrangement with any person or party with respect to the Said Land on which Project is being developed which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter and the Confirming Party has/have not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the Project and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

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- (viii) The Promoter hereby confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover constructive/symbolic/notional possession of the Said Unit to the Allottee;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Governmental Authority till the date of Notice of Offer of Possession of the Unit;
- (xii) No notice from the Governmental Authority or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter and/or the Confirming Party in respect of the Said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to (a) Force Majeure; or (b) applicability of any Applicable Law(s), whether with retrospective or prospective effect, whether by way of notification/clarification/order/guideline/notice/direction, etc, of an existing Applicable Law(s); or (c) introduction of a new Applicable Law(s); or (d) notification/clarification/order/guideline/notice/direction, etc of any Governmental Authority including board, tribunal or court; or (e) non-provision of facilities to be provided by the Governmental Authority(ies) like electricity, water, sewage disposal, etc; or (f) lockdown/curfew is imposed by the Governmental Authority on the Project/City in which the Project is located/State in which the Project is located/Neighbouring Cities to the City in which the Project is located/Neighbouring State to the State in which the Project is located; or (g) or any reason beyond the control of the Promoter, due to which the regular development/construction of the Project is adversely impacted/hampered/stopped, including but not limited to complete stoppage of work or partial stoppage of work, the Promoter shall be considered under a condition of default, in the following events:

- (a) Promoter fails to offer possession of the Said Unit to the Allottee within the time period specified in Para 5 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, the Said Unit offered for possession

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shall be complete in all respects as per the Specifications, Amenities and Facilities as mentioned in **Schedule 'D'** as agreed to between the Parties, and for which Occupancy Certificate has been issued by the Governmental Authority.

- (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following:

- (a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (b) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, along with interest at the rate prescribed in the Rules, within 90 (ninety) days of receiving the termination notice:

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till handing over of the possession of the Said Unit (which for the purpose of this Agreement shall mean issuance of Notice of Offer of Possession of the Unit by the Promoter to the Allottee), which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due. The interest shall be inclusive of all Taxes and Cesses whatsoever payable or due on the interest. All payments made to the Allottee shall be subject to applicable tax deduction at source as per the provisions of the Income Tax Act.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (a) In case the Allottee fails to make payment for demand made by the Promoter as per the Payment Plan annexed hereto or any other amount due and payable by the Allottee to the Promoter as per the terms of this Agreement, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (b) Breach of any terms and conditions stipulated in this Agreement;
- (c) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this

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regard, the Promoter may cancel the Allotment of the Said Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee by forfeiting the Booking Amount, interest component on delayed payment and non-payment of any due payable to the Promoter. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). Subject to Para 2.2, the balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Said Unit and/or other sums due under the Agreement, shall execute a Conveyance Deed in favour of the Allottee, preferably within 3 (three) months but not later than 6 (six) months from the date of Notice of Offer of Possession of the Unit or date of issuance of Occupancy Certificate, whichever is later, provided that, the Said Unit is equipped with all the Specifications, Amenities, Facilities as per the agreed terms and conditions. In case the Allottee has availed of a loan, the Conveyance Deed shall be executed only upon receipt of NOC from such financial institution /bank and original Conveyance Deed shall be handed over to/collected by such financial institution /bank.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges or any other amounts specified in this Agreement payable at the time of handover, within the period mentioned in the date of Notice of Offer of Possession of the Unit, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed and possession in Allottees favour, till such stamp duty, registration charges, other ancillary charges or any other amounts specified in this Agreement are paid by the Allottee to the Promoter and accordingly Conveyance Deed shall be executed and registered.

The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the Governmental Authority.

11. MAINTENANCE OF THE SAID UNIT/PROJECT:

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- 11.1 The Promoter shall, either itself or through third party, be responsible to provide maintenance services in the Project till the taking over of the maintenance of the Project by the association of allottees/maintenance agency upon the issuance of the Occupancy Certificate of the Said Unit/Project, part completion certificate/completion certificate of the Project, as the case may be. The Allottee shall execute necessary maintenance agreement in this regard as and when called upon by Promoter and in any case before execution of Conveyance Deed/handover of possession. The cost of such maintenance has not been included in the Total Price of the Said Unit and shall be demanded/charged and deposited/paid based on then prevailing costs. In case, the association of allottees fails to take over the maintenance services, then in such case the Promoter has the right to recover such amount as spent on maintenance services of the Project by the Promoter as per Para 11.2 hereinbelow.
- 11.2 The maintenance charges shall be recovered on such estimated basis which may also include the overhead cost on monthly intervals as may be decided by the Promoter/maintenance agency and adjusted against the actual audited expenses as determined at the end of every financial year, and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent month/financial year. The estimates of the Promoter/maintenance agency shall be final and binding on the Allottee. The Allottee hereby agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Promoter/maintenance agency. It is clearly understood by the Allottee that the payment of maintenance charges is over and above the Total Price of the Said Unit.
- 11.3 In order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/maintenance agency, the Allottee hereby agrees to deposit, as per the Payment Plan as set out in Schedule 'E' and to always keep deposited an interest free maintenance security deposit ("IFMSD") with the Promoter/maintenance agency. The Allottee shall be bound to make further contributions to the IFMSD as and when any demand of the same is raised by the Promoter/maintenance agency/association of allottees. Whenever applicable, the Allottee shall also be liable to make payment in respect of special capital equipment meant for the common benefit or use of all the occupants of the Project or for any other facilities as may be required in general or as specified by the Governmental Authority.
- 11.4 As and when, any plant & machinery within the Project Complex including but not limited to lifts, DG sets, Electric Sub-station, Electric Switching-Station, pumps, fire-fighting equipment, or any other plant or equipment of capital nature, etc.,

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require replacement, up-gradation, additions, etc., the cost thereof shall be contributed by the Allottee on pro-rata basis i.e. to the Super Area of the Said Unit to the total Super Area of the Project or alternatively the Promoter/maintenance agency/association of allottees shall have the option to meet these costs from IBMS deposited by the Allottee (along with the interest accrued thereon, if any). The Promoter/maintenance agency/association of allottees shall have the sole authority to decide the necessity of such replacement, upgradation, addition, etc., including its timing or cost thereof. The Allottee shall also make contribution to the sinking fund, if any, in the Project.

12. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/Governmental Authority shall have the right of access to Common Areas, parking spaces for providing necessary maintenance services, and the Allottee hereby agrees to permit the Promoter/association of allottees/maintenance agency/Governmental Authority to enter into the Said Unit, after giving due notice, during the normal working hours, unless the circumstances warrant otherwise, with a view to undertake repair/defects and maintenance works.

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any non-provision of services as per this Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the date of Notice of Offer of Possession of the Unit by the Allottee, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design.

Provided that, the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Said Unit and/or Project, and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures, cables, wires, bulbs, etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation.

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14. INSURANCE

The Promoter/maintenance agency may obtain insurance of the structure, machinery and equipment, etc. forming part of the Project against fire, earthquake, riots and civil commotion, militant action, etc. on behalf of the Allottee, and the cost thereof shall be payable by the Allottee in the ratio which the Super Area of the Said Unit bears to the total Super Area of the Project, however, the contents/belongings inside each unit shall be insured by the allottee at his/her/their/its own cost. The cost of such insurance shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any units or any part of the Project or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. In the event of accrual of any claim under the insurance policy taken by the Promoter/maintenance agency for the Project, the Allottee hereby authorizes the Promoter/maintenance agency to lodge claim(s) under the insurance policy and collect proceeds thereunder on behalf of the Allottee and the Promoter for their respective rights and interests, and further agrees that any discharges given by the Promoter/maintenance agency to the insurance company, its agents and/or its representatives will be binding on the Allottee.

15. COMPLIANCE OF APPLICABLE LAW(S), NOTIFICATIONS, ETC. BY THE PARTIES:

The Parties are entering into this Agreement for the allotment of a Said Unit with the full knowledge of all Applicable Law(s), rules, regulations, notifications applicable in the State of Haryana pertaining to the Project.

16. ADDITIONAL CONSTRUCTIONS:

The Promoter hereby undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project, except after following guidelines/permissions/directions or sanctions by Governmental Authority.

The Allottee hereby unequivocally agrees and consents that the Promoter/Confirming Party shall have the sole right to the complete exclusion of the Allottee, to make additions or alterations over or about the Said Unit, the Project and/or to raise additional stories and/or to raise additional and further constructions and structures and/or construct additional area over or about the Said Unit, the Project including any open areas and/or terraces and roofs at any

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time or from time to time whether during the course of construction and completion of the Project and/or any time thereafter. All such additional areas built/constructed becoming available, shall be the sole and exclusive property of the Promoter/Confirming Party and the Promoter/Confirming Party shall be fully entitled to deal with or dispose off the same in any manner whatsoever the Promoter/Confirming Party may in their sole discretion consider fit and proper and the Allottee shall not be entitled to interfere or raise any objection whatsoever in respect of the same. It is also hereby expressly agreed that the Promoter/Confirming Party shall be entitled to lease/sell any other space or premises in the Project to any user in its sole discretion and as may be permitted by the Governmental Authority and the Allottee shall not object to the use of the said spaces/premises for the same by the respective buyers/lessees thereof.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken the Said Unit.

However, the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Said Unit, subject to the Said Unit being free of any encumbrance at the time of execution of the Conveyance Deed. The financial institution/bank shall always have the first lien/charge on the Said Unit before execution of Conveyance Deed for all its dues and the Promoter shall also have a pari-passu lien/charge on the Said Unit for all sums payable by the Allottee in respect of the Said Unit.

18. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983 and its rules, other Applicable Law(s), Rules and Regulations/bye laws, instructions/guidelines and decisions of Governmental Authority prevalent in the State of Haryana. The Promoter hereby is showing the detail of various compliance of above as applicable:-

- (a) Licence no. 197 of 2008 dated 05.12.2008.
- (b) Permission for change of developer in favour of the Promoter vide Endst. No. LC-1313-II-JE(VA)/2019/11831 dated 14.05.2019.

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- (c) Permission to avail benefit under Transit Oriented Development Policy dated 09.02.2016 vide Memo no. LC-1313-II-JE(VA)-2019/27921 dated 13.11.2019.
- (d) Zoning plan no. DRG. No. DTCP-7386 dated 02.03.2020.
- (e) Height Clearance from Airport Authority of India dated 18.11.2019.
- (f) Building plan approval Memo No. _____ dated _____.
- (g) RERA registration no. _____ dated _____.

-19. LEASING ARRANGEMENT:

The Allottee hereby grants unconditional, unequivocal and irrevocable right and request the Promoter to put the Said Unit, individually and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, on lease/leave and license, for and on behalf of the Allottee ("**Lease Grant Right**"), from the date of signing of this Agreement till such time the Promoter communicates in writing its unwillingness to exercise the said Lease Grant Right ("**Lease Grant Right Tenure**"), and based on the request of the Allottee and representations and covenants of the Allottee captured herein, the Promoter has accepted the Lease Grant Right. Notwithstanding anything contained herein in this Para, the Allottee hereby agrees and confirms that the Lease Grant Right granted in favour of the Promoter shall not in any manner relieve or discharge the Allottee from its obligation to pay the maintenance charges and the Allottee shall continue to comply with its obligation to pay the maintenance charges as per the terms of this Agreement. The Allottee has clearly understood the general risks involved in giving the Said Unit on lease and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Promoter. It is further agreed that:

- (a) The Allottee has represented to the Promoter that the investment made by the Allottee in the Said Unit is solely with an intent and purpose to lease the Said Unit. Since the Allottee does not have requisite experience and knowledge of leasing, hence, to avail the benefit of experience, knowledge and brand of the Promoter in leasing, the Allottee has granted the Lease Grant Right in favour of the Promoter and the Promoter shall, from the execution date hereof, be fully authorised to negotiate and finalize the leasing arrangement in respect of the Said Unit, individually or in combination with other adjoining units (whether horizontally or vertically), with any intending tenant/lessee/licensee, on such commercial terms including but not limited to lease/license tenure, rent/license fee, fit out period, rent/license fee free period, lock-in period, security deposit, penalty(ies), maintenance charges, power back-up/utility charges, parking charges, etc, and whatever conditions

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as may be negotiated by the Promoter with the intending tenant/lessee/licensee and as may be thought fit and appropriate by the Promoter, in its sole discretion, and to execute the lease/leave and license with the said intending tenant/lessee/licensee in its own name or on behalf of the Allottee, as may be decided by the Promoter, for which the Allottee has vested the Promoter with all the powers and rights which shall not be questioned/challenged by the Allottee at any time in future.

Further, the Allottee hereby confirms and acknowledges that the Promoter shall have unfettered right to exercise the Lease Grant Right during the Lease Grant Period and the said Lease Grant Right shall not be affected or expire on the expiry of first lease/leave and license of the Said Unit. Further, the Promoter shall continue to exercise the Lease Grant Right event after the expiry of lease(s)/leave and license(s) of the Said Unit and the Promoter shall continue to be fully authorised to negotiate, finalize and execute the renewals of the existing lease/leave and license or new lease for the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) with the existing/new tenant/lessee/licensee on behalf of the Allottee, and to get registered such renewals/fresh leases/leave and license in its own name or on behalf of the Allottee.

The commercial terms including but not limited to lease/license tenure, rent/license fee, fit out period, rent/license fee free period, lock-in period, security deposit, penalty(ies), maintenance charges, power back-up/utility charges, parking charges, etc of such lease/leave and license and renewals of the existing lease/leave and license or fresh lease will be as per the then prevailing market terms, then prevailing market practice and the outcome of negotiations conducted by the Promoter with the intending tenant/lessee/licensee and the Allottee understands and agrees that the Promoter's decision with regard to such lease/leave and license shall be final and binding on the Allottee and the Allottee shall not raise any objection/dispute regarding the same.

- (b) The Allottee hereby undertakes to execute such documents or authorisations (including but not limited to power of attorney, authority letter, board resolutions, tri-partite lease/leave and license deed etc) as may be advised by the Promoter for the purpose of leasing/renting out the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) without any demur or protest.

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- (c) Notwithstanding anything contained in this Agreement, the Allottee hereby confirms that the rights granted by the Allottee to the Promoter under this Para is for the sole benefit of the Allottee to ensure lease of the Said Unit in future, and the Promoter do not in any way whatsoever guarantee or warranty or confirm the leasing of the Said Unit. The Promoter shall endeavor to lease the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) or renew the existing lease/enter into fresh lease, as the case may be, on best effort basis, however, without any obligation (legal or financial or otherwise) on the Promoter in this regard.
- (d) The Allottee hereby confirms and agrees that it shall bear the costs pertaining to such leasing/leave and license, lease/leave and license renewals, subsequent leases/leave and licenses, etc including but not limited to brokerage, registration charges, stamp duty for registration, administrative charges, fit out cost, interior cost, etc to be incurred for lease/renting out of the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically). In case the lease/leave and license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such cost pertaining to leasing/renting out shall be borne by the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased/rented out in combination. In case, the Said Unit is being leased in combination with other adjoining Units, the Allottee shall have no objection merging the Said Unit with other Units whether horizontally and/or vertically and making it part of larger area and shall not raise any claim against the Promoter and/or the intending tenant/lessee/licensee.

The Allottee hereby agrees and undertakes that the Allottee shall, without any delay or demur, pay/reimburse to the Promoter the costs as mentioned hereinabove on demand being raised by the Promoter, failing which, the Promoter shall be entitled to either hold the lease rentals/license fee payable to the Allottee without any interest thereon till all such costs are fully paid/reimbursed by the Allottee to the Promoter or adjust such costs and expenses out of the lease rentals/license fee payable to the Allottee. The Allottee hereby agrees and confirms that the amounts so demanded by the Promoter are genuine and required costs and expenses required to be incurred for leasing/renting out the Said Unit and the demanded amount shall be final and binding on the Allottee and the Allottee shall not raise any objection against the calculation/veracity of such demand made by the Promoter, on any grounds whatsoever.

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- (e) The Allottee understands that Unit Super Area may or may not be equivalent to the super area leased to third parties from time to time.
- (f) The Allottee hereby confirms and undertakes that it shall, if required, appear before any Governmental Authority, and in its absence authorises the Promoter to appear before any Governmental Authority, for registration of any document including but not limited to lease deed, leave and license deed, etc in respect of lease/license of the Said Unit (as an individual unit and/or in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically) in favour of the intending/existing tenant/lessee/licensee.
- (g) The lease/license deed will stipulate payment of rent and other amounts by the tenant/lessee/licensee directly to the Promoter, who in turn will remit the proportionate rent to the Allottee, after deducting expenses/costs of managing the leasing arrangement & collection of rentals which presently work out to Rs. 2/- (rupees two only) per sq ft per month of the Said Unit Super Area leased and the said amount is excluding any Taxes & Cesses. The said charges are subject to revision subsequently about which the Promoter will keep the Allottee informed in a suitable manner and such revision shall be binding on the Allottee. All payments to the Allottee shall be subject to tax deduction at source as per the provisions of Applicable Law(s). In case the lease/leave and license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such cost shall be borne by the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased in combination. Although the basic liability to deposit Taxes & Cesses paid by the tenant/lessee/licensee on the rent lies with the Allottee but due to practical constraints, the Allottee has authorized the Promoter to deposit the said Taxes & Cesses with the Governmental Authority on its behalf. The Allottee also undertakes to comply with all statutory requirements in respect of the Said Unit without any liability or responsibility on the part of the Promoter.
- (h) During the tenure(s) of the lease(s)/leave and license(s) as well as during the intervening gaps, the Said Unit shall be deemed to be in possession of the Allottee. However, the Allottee shall not demand or claim physical possession of the Said Unit at any time.
- (i) The Promoter shall not be responsible for any defaults, including non-payment of rent/license fee and other dues and similar such breaches by the

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tenant/lessee/licensee and the Allottee shall not raise any claim against the Promoter in this regard. However, the Promoter will take such legal action as may be deemed fit and proper by it against such defaulting tenant/lessee/licensee at the cost and expense & risk and responsibility of the Allottee for which the Allottee shall execute appropriate documents/authority letter and the Allottee shall not be entitled for any rent or return for the periods of such defaults/non-payment until the same are recovered from the tenant/lessee/licensee through court process or otherwise. In case of partial recovery, the Allottee will be entitled for only proportionate rent/license fee out of rent/license fee recovered from the tenant/lessee/licensee after appropriation of cost and expenses therefrom. In case the lease/license is in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, such partial recovery shall be apportioned to the Allottee in proportion which the Super Area of the Said Unit bears to the total Super Area of all the units leased in combination.

- (j) The Promoter shall not be responsible for any damage caused by tenant/lessee/licensee to the Said Unit. However, the Promoter may take such legal action as it may deem fit against such a tenant/lessee/licensee at the cost & expense and risk & responsibility of the Allottee.
- (k) The Allottee hereby agrees and undertakes to pay maintenance charges, electricity charges, power back up charges, water charges, etc., whether the Said Unit is on lease or not, to the Promoter/maintenance agency, either directly or through the tenant/lessee/licensee, if any.

The Allottee hereby agrees and confirms that in the event of non-payment or delayed payment of maintenance charges, electricity charges, power back up charges, water charges, etc. for the Said Unit by the Allottee/tenant/lessee/licensee, without prejudice to any other remedy available to the Promoter, the Promoter reserves the right to disconnect all services, including maintenance, electricity, water supply and other utilities to the Said Unit without any further notice and without prejudice to the Promoter's right to recover the amount of arrears, interest and re-connection charges. Further, in case of disconnection, the services will be restored only after full clearance of the dues along with interest at the rate @ 18% compounded at monthly intervals or adjustment of the same from the rent/license fee to be remitted to the Allottee by the Promoter.

- (l) The Promoter shall transfer to the Allottee his/her/their/its proportionate share of the Interest Free Rent Security Deposit ("IFRSD") as received by

the Promoter from the tenant/lessee/licensee in pursuance to the terms of any lease/leave and license agreement executed by it with the Promoter. The Allottee shall create a fixed deposit of the amount of IFRSD with a bank for the remaining period of lease/leave and license agreement including any extension thereof, and mark lien of the same in favour of the Promoter. The Allottee hereby undertakes to execute such documentation as may be required by the Promoter for creating lien on fixed deposit and securing refund of IFRSD as and when the same is due to be refunded to the tenant/lessee/licensee. The Allottee (s) hereby confirms that, as and when IFRSD is required to be refunded to the tenant/lessee/licensee, the Promoter may at its sole discretion (a) adjust the IFRSD against the rent/license fee payable to the Allottee, if any; or (b) seek refund of the IFRSD to the Promoter upon the expiry/termination/early determination of lease/leave and license agreement; or (c) partially in any combination of (a) or (b) as detailed hereinabove.

20. PHYSICAL POSSESSION OF THE SAID UNIT:

- (a) The Allottee hereby confirms that the Allottee has invested in the Said Unit since it intends to lease the Said Unit in the Project. The Allottee hereby agrees and acknowledges that the Promoter has allotted Unit to the Allottee on the specific understanding that physical possession of the Said Unit will not be given to the Allottee and the Said Unit is not for the personal physical occupation or use by the Allottee. Accordingly, the Carpet Area of the Said Unit has been computed without any physical partition.

The Allottee hereby confirms and undertakes:

- (i) that the Allottee shall not demand physical possession of the Said Unit;
- (ii) that the Allottee can seek physical possession of the Said Unit only in case the entire Unit remains vacant/unleased for a continuous period of 6 (six) months in any financial year. It is hereby clarified that in case part of the Said Unit is leased in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, even in such case the Allottee cannot seek physical possession of part of the Said Unit remaining vacant/unleased;
- (iii) that in case the Allottee seeks physical possession of the Said Unit in terms of sub-para (ii) as above, Carpet Area of the Said Unit shall reduce by such area as is utilized towards creation of partition of the Said Unit to demarcate the Said Unit as per the demarcation plan provided by the Promoter/maintenance agency. It shall be the responsibility of the Allottee to create such partitions at its own cost and expense.

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- (iv) that the provisions for all services, facilities, etc for the Said Unit has been done on the basis that the Said Unit to be part and parcel of undivided larger space on the floor on which it is located. Hence, in case the Allottee seeks physical possession of the Said Unit in terms of this Para, the Allottee hereby undertakes to request the Promoter/maintenance agency to provide and install services, facilities, etc for the Said Unit to operate it as an independent unit at the cost and expense of the Allottee, and connect the same to the common services and facilities of the Project. It is agreed and understood by the Allottee that since the services and facilities of the Said Unit have to be connected with that of the Project, hence, the services and facilities to be provided in the Said Unit will be undertaken through the Promoter/maintenance agency and not directly through a third party.
- (v) that after taking physical possession of the Said Unit as per sub-para (iii) as above, the Said Unit shall be used or leased, as the case may be, by the Allottee only in accordance with the zoning plan/tenant mix for the floor/area on/in which the Said Unit is located and/or keeping in view the aesthetics; and esteem of the Project, for which the Allottee shall seek prior written approval from the Promoter/maintenance agency.
- (b) The Allottee hereby agrees and understands that the possession of the Said Unit at any time in terms of this Agreement shall be provided on "as is where is basis" i.e. the condition and manner in which the Said Unit has been left by the previous tenant/lessee/licensee, if any.
- (c) In case of possession of the Said Unit is taken by the Allottee in terms of this Agreement, the Allottee hereby confirms and undertakes that it shall be the responsibility of the Allottee to channelize the services such as air-conditioning, fire-fighting, electrical supply, etc to the Said Unit as the Promoter shall only make services available on the floor level and it shall be the responsibility of the Allottee, subject to adherence to the Applicable Law(s) and guidelines of the Promoter/maintenance agency/association of allottees, to channelize the said services to the Said Unit at its own cost and expense.
- (d) The Promoter will be providing fire-fighting and fire detection system in the Common Areas and for the Said Unit, basis the Said Unit to be part and parcel of undivided larger space on the floor on which it is located, in accordance with the Applicable Law(s). Hence, in case the Allottee seeks physical possession of the Said Unit in terms of this Para, the Allottee hereby undertakes to request the Promoter/maintenance agency to provide and

install at the cost and expense of the Allottee fire-fighting and fire detection system in the Said Unit as per the Applicable Law(s) and connect the same to the fire-fighting and fire detection system of the Project. It is hereby agreed by the Allottee that till successful installation and commissioning of the fire-fighting and fire detection system in the Said Unit connected with the fire-fighting and fire detection system of the Project, the Promoter/maintenance agency shall not handover the physical possession of the Said Unit to the Allottee. It is agreed and understood by the Allottee that since the fire-fighting and fire detection system of the Said Unit has to be connected to the fire-fighting and fire detection system of the Project, hence, the fire-fighting and fire detection system of the Said Unit will be undertaken through the Promoter/maintenance agency and not directly through a third party.

- (e) The Promoter has agreed to sell the Said Unit as one single indivisible unit and the Allottee hereby undertakes not to sub-divide the same or club it with any other space without prior written permission of the Promoter. The Allottee may transfer by sale, gift, lease, license, etc the Said Unit in accordance with the Applicable Law(s). Further, the Allottee hereby agree and confirm that all the obligations arising under this Agreement in respect of the Said Unit/Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees, lessees, and/or subsequent purchasers of the Said Unit. The Allottee will ensure that the persons to whom the Said Unit or part thereof is let, transferred, assigned or given possession will execute, acknowledge and deliver to the Promoter/maintenance agency such instruments and take such other actions in addition to the execution of the instruments as the Promoter/maintenance agency may reasonably request in order to effectuate the provisions of this Agreement.

21. USAGE:

Subject to Para 19 and Para 20 of this Agreement:

- 21.1 **Use of Basement and Service Areas:** The basement(s) and service area(s), located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's, etc. and other permitted uses as per the sanctioned building plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the

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Promoter/maintenance agency/association of allottees/Governmental Authority for rendering maintenance services.

- 21.2 The Allottee shall not use the Said Unit for any purpose other than for the purposes provided under this Agreement and shall use the same in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Said Unit shall not be against public policy or for any unlawful, illegal or immoral purposes or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Allottee/occupant. The Allottee or the occupant shall not do or permit anything to be done within or around the Said Unit for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Said Unit or to any unit above, below or adjacent to the Said Unit or anywhere in the Project or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Allottee hereby agrees and confirms to indemnify the Promoter and the Confirming Party against any penal action and liability, damage or loss due to misuse for which the Allottee/occupant shall be solely liable and responsible under Applicable Law(s) and equity. If the Allottee uses or permits use of the Said Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Said Unit besides pursuing such other remedies as may be available to the Promoter under Applicable Law(s).
- 21.3 The Allottee hereby agrees not to fix or install air conditioners or heating units or any other equipment in the Said Unit or outside the Said Unit (except at designated places in the Said Unit for such installation, provided such places for equipment installations are specified and permitted by the Promoter/maintenance agency) or anything that in any manner alters, changes or otherwise modifies the external façade of the Said Unit.
- 21.4 The Allottee shall take prior written permission from the Promoter/maintenance agency/association of allottees about all interior works proposed to be undertaken inside the Said Unit. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the Tower in which the Said Unit is situated and shall not exceed electrical loads beyond the allocated limits. The Promoter/maintenance agency/association of allottees reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications or changes in the interior works as may be necessary to ensure compliance with this Para. Failure of the Allottee to abide by this Para or to meet any directions or requirements of the Promoter/maintenance agency in

this regard shall be deemed to mean an Event of Default by the Allottee within the meaning of this Agreement.

- 21.5 The Allottee hereby undertakes and agree to carry out only the business of permitted activity and assures that it shall be bound by the stipulations imposed by DGTCP and the terms and conditions broadly set out herein or those imposed by any Governmental Authority.
- 21.6 The Allottee shall be entitled to put up signage, name, sign board, publicity or advertisement material at only such places as may be earmarked by the Promoter/maintenance agency for such purpose. Save and except as aforesaid, the Allottee hereby agrees that it will not put up any name or sign board, publicity or advertisement material on the external facade of the Project or Tower or building or Said Unit or anywhere in the Common Areas without the prior written permission of the Promoter/maintenance agency. Further the Allottee shall also be liable to pay charges, as applicable in the respect of signage(s), to the Promoter/maintenance agency along with any Taxes and Cesses that may be imposed by any Governmental Authority for putting any signage on the external facade of the Said Unit/Tower/building/Project or in the atrium.
- 21.7 The Allottee shall be allowed to put up its name in the building directory at the Ground Floor lobby and signage/name board at the entrance door of the Said Unit. However, the shape, location and size of any such signage/name board shall be subject to approval of Promoter/maintenance agency and Applicable Law(s).

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

Subject to Para 13, 19 and 20 of this Agreement:

- 22.1 The Allottee shall, after taking possession of the Said Unit, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of Applicable Law(s) or rules of Governmental Authority or change or alter or make additions to the Said Unit or parking (if applicable). The Allottee shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, and maintain the same in a fit and proper condition, and ensure that the support, shelter, etc. of the building is not in any way damaged or jeopardized.

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- 22.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put/install any sign-board/name-plate, antenna and/or other telecommunication or other communication equipment, neon light, publicity material or advertisement material, etc. on the rooftop/terrace/face/facade of the Tower/building/Project/Said Unit anywhere on the exterior of the Said Unit/Common Areas except by the prior written sanction of the Promoter/maintenance agency and at only such places as may be earmarked for such purpose. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit and parking (if applicable) or place any material in the common passages or staircase of the building. The Allottee shall ensure that they will not create any hindrance by way of locking, blocking, parking or in any other manner in the passage or access or Common Areas which otherwise are available for free access. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit and parking spaces, as the case may be.
- 22.3 The Promoter shall have the right to give on lease or hire any part of the roof top/terraces above the top floor of the Tower/building, for any purpose including but not limited to installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Promoter.
- 22.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter.
- 22.5 The Project shall always be known as "AIPL Joy Gallery" and "AIPL Statement" this name shall not be changed by anyone including the Allottee or his lessees/occupant(s)/transferee(s)/assignee(s)/association of allottees, etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Allottee that the association of the brand name "AIPL" (in its registered logo form) or a combination of words with prefix as "AIPL" ("Brand Name") shall at all times be subject to the sole control of the Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the Governmental Authority and the color combination, the design, the appearance shall not be changed under any circumstances, unless the Promoter has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be

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associated with the Project including Said Land, the Building, as well as the association of allottees/apex body/apex bodies (which would be formed gradually), unless a different understanding is captured between the Promoter and the association of allottees. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Promoter. The Allottee further agree not to use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoter.

- 22.6 The Allottee further undertakes, assures and guarantees that the Allottee would use the full name of the Project i.e. "AIPL Joy Gallery" and "AIPL Statement" on all communications, etc.
- 22.7 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

23. REGISTRATION OF THE AGREEMENT:

All costs and expenses incidental to the preparation, execution and registration of this Agreement including the payment of stamp duty and registration fee shall be borne by the Allottee. Further, the Allottee hereby agrees and confirms that if there is any additional levy on the stamp duty, as a consequence of any order of Governmental Authority/statutory or other local authority, the same, if applicable, shall also be payable by the Allottee.

24. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt of this Agreement by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State, at the cost and expenses of the Allottee.

If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and also fails to register the said Agreement, as per intimation by the Promoter, then the Promoter shall

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serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee or the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit Booking Amount and the application of the Allottee shall be treated as cancelled.

25. ENTIRE AGREEMENT:

This Agreement and Schedules hereto constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the Parties, with respect to the subject matter hereof. The, preamble and recitals to this Agreement shall form an integral part of this Agreement.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE(S)/TRANSFeree(S):

The Allottee shall be entitled to sell, transfer or assign the Said Unit only upon obtaining a No Objection Certificate from the Promoter, and:

- (a) execution of standard documentation of the Promoter;
- (b) payment of all outstanding dues by the Allottee along with interest, payment of administrative charges, transfer charges, and registration of such transfer with the Governmental Authority at the cost of the Allottee/transferee(s)/subsequent allottee(s); and
- (c) to the new assignee/transferee agreeing to abide by the terms and conditions of this Agreement/conveyance deed, lease deed/license agreement, maintenance agreement, etc.

The Promoter shall charge an administrative fee @ Rs 20,000/- (rupees twenty thousand only) for name addition, name deletion and name substitution ("Name Change"). Name Change request shall only be considered in favour of the Allottee's spouse, parents, children and grand-children only, and only Once in respect of the Said Unit till execution of the Conveyance Deed.

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Any request for Name Change more than Once or except in favour of Allottee's spouse, parents, children and grand-children, shall be considered as request for transfer. The Promoter shall charge a transfer fee for first and each subsequent transfer @ Rs 250/- per sq ft. of the Said Unit Super Area. Tax & Cesses, as applicable, shall be payable over and above the administrative fee and transfer fee by the Allottee.

The Allottee hereby understands and agrees that the Promoter shall have a right to revise the administrative fee and transfer fee from time to time, and administrative fee or transfer fee as applicable at the time of Name Change or transfer, as the case may be, shall be applicable to the Allottee.

All costs and expenses incidental to the preparation, execution and registration of Name Change or transfer including the payment of stamp duty and registration fee shall be borne by the Allottee.

The Promoter shall be entitled to transfer or assign its majority rights and liabilities in respect of the Project to a third party, as approved by the Governmental Authority or provided in the Act. Provided however, such transfer/assignment shall not affect the allotment or sale of the Said Unit in the Project made by the transferor Promoter.

28. WAIVER NOT A LIMITATION TO ENFORCE:

- 28.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as set out in **Schedule 'E'** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 28.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

29. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Law(s), such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this

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Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Law(s), as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

31. FURTHER ASSURANCES:

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

32. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Gurugram. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered as per provisions of the Applicable Law(s).

33. NOTICES:

Any notice, letter, communication, etc. to be made, served or communicated unto the Promoter under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Promoter at the address mentioned above or such other address as may be intimated by the Promoter in this behalf and sent by registered post A.D. Similarly, any notice, letter or communication to the Allottee shall be deemed to be made, served or communicated only if the same in writing is addressed to the above-mentioned address of the Allottee by registered post A.D.

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34. JOINT ALLOTTEES:

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

35. SAVINGS:

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

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Law(s) prevalent in the State of Haryana for the time being in force.

37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996 (as amended upto date). The Promoter shall propose names of two arbitrators and Allottee shall choose one of them within specified time, failing which the Promoter shall proceed to appoint one out of said persons as Arbitrator and Allottee shall have no objection to the same. Seat of arbitration shall be at Gurugram. The arbitration shall be conducted in English language. The award of the arbitration shall be final and binding upon the Parties hereto.

38. JURISDICTION:

The Agreement shall be governed in accordance with the laws of India and the Courts at Gurugram shall have exclusive jurisdiction with respect to all matters touching or arising out of this Agreement.

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Aswini

Authorised Signatory

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____

Name _____

Address _____

Aadhaar No. _____

(2) Signature _____

Name _____

Address _____

Aadhaar No. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Please affix photograph and sign across the photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Aadhaar No. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

CONFIRMING PARTY:

Please affix photograph and sign across the photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Aadhaar No. _____

At Gurugram on _____

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Authorised Signatory

in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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Schedule A
Site Plan

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Schedule B

Description of the Said Unit

For Unit type "Office":

- (a) "Carpet Area" means the net usable floor area of the unit excluding the area covered of the external walls, peripheral columns adjoining walls, areas under services shafts, exclusive balcony or verandah area, exclusive open terrace area common areas (Staircases, Lifts and Lift lobbies etc.) and services areas (AHU, Electrical room etc.) but includes the area covered by the external glazing starting from floor/skirting level, internal columns and internal finishes.
- (b) "Unit Super Area" shall be computed as, "Covered Area/0.60". The covered area shall mean the net usable floor area of the unit excluding the area covered by the external walls, peripheral columns adjoining walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the external glazing starting from floor/skirting level, internal columns and internal finishes. It is clarified that in case any terrace abuts a unit at a later stage due to revision in building plans of the Project in terms of this Agreement, 1/3rd area of the terrace shall also be added to the Unit Super Area, however, the Carpet Area of the unit shall not undergo any change.

Explanation:

- (i) "Unit Super Area" shall mean and include all the area within the unit plus the proportionate share in the Common Areas as provided for in this Agreement. The area that will be transferred/conveyed to the Allottee pursuant to this Agreement shall be the Unit Carpet Area.
- (ii) Expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the allottee.
- (iii) In case, as per the terms of the Agreement, the Allottee seeks physical possession of the Said Unit, Carpet Area shall reduce by such area as is utilized towards creation of partition of the Said Unit to demarcate the Said Unit as per the demarcation plan provided by the Promoter or maintenance agency, as the case may be.

"Common Areas" shall mean and include:

- (i) the entire land for the real estate project;
- (ii) the stair ways, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings, foundations, columns, girders, beams,

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- supports, main walls, roofs, halls and corridor lobbies;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) installations of central services such as electricity, gas, hot and cold water and sanitation, refrigeration, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vi) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; and
 - (vii) Refuge Terraces and service balconies.

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Schedule C
Floor Plan of the Said Unit

for Advance India Projects Limited

Aravind

Authorised Signatory

Schedule D
Specifications, Amenities & Facilities of the Said Unit & Project

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Schedule E
Payment Plan

For Advance India Projects Limited

Anubha

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