

RESIDENTIAL PLOTS

Instructions for execution and registration of the Agreement:

- 1) A copy of standard Agreement for the Project can be downloaded by the Applicant(s) from the EMAAR website to review the standard terms and conditions or the Applicant(s) may request the Developer to send a copy of the standard Agreement to them by email.
- 2) Kindly sign along with joint allottee, if any, on all places marked (x) in the Agreement including all annexures and stamp paper.
- 3) Kindly paste at the space provided, colour photographs including of all joint Allottee(s) and sign across the photograph(s).
- 4) Kindly use a black ball point pen (preferable) while filling in details or signing the Agreement.
- 5) It is mandatory to execute and register the Agreement and all the Applicants shall be required to visit the Sub-Registrar office on a pre-defined date for execution and registration of the Agreement for Sale for their specific Plot.
- 6) The copy of all documents shall be carried by EMAAR representative to the Sub-Registrar's office which the Applicant(s) must verify for their personal details and Plot details that they intended to purchase before proceeding with signing and registering the Agreement for Sale.
- 7) Witnesses signatures are mandatory and to be done only on page 43. Applicant may bring their own witnesses, if they want, who should bring their identity and address proof with them.
- 8) In case of change in authorized signatory for a Partnership firm, please send a copy of the partnership deed and resolution signed by all the partners of the Partnership firm.
- 9) In case of change in authorized signatory for a Company please send a certified copy of the board resolution along with a certified copy of the Memorandum and Articles of Association of the Company.

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made and executed on this ____ (Date) day of ____ (Month), 20____,

By and Between

Emaar India Limited (formerly known as Emaar MGF Land Limited) (CIN No.: U45201DL2005PLC133161, PAN No.: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and is existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, District Center, Saket, New Delhi-110017 and its regional office at _____, through its Authorised Representative duly authorised vide Board Resolution dated _____ to sign and execute this Agreement and to appear and present this Agreement through its Authorised Signatory _____ for registration before the concerned Sub- Registrar, (hereinafter referred to as the "**DEVELOPER**" which term or expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its successor(s) in interest and assigns), of the **FIRST PART**.

AND

Metroline (Shivpuri) Estates Pvt. Ltd. (CIN:[•] PAN:[•]), **Foyer Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Garnet Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Jive Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Kamdhenu Projects Pvt. Ltd.** (CIN:[•] PAN:[•]), **Sonex Projects Pvt. Ltd.** (CIN:[•] PAN:[•]), **Active Developers Pvt. Ltd.** (CIN:[•] PAN:[•]), **Foray Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Fount Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **FronD Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Froth Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Gadget Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Glade Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Logical Developers Pvt. Ltd.** (CIN:[•] PAN:[•]), **Toff Builders Pvt. Ltd.** (CIN:[•] PAN:[•]), **Gems Buildcon Pvt. Ltd.** (CIN:[•] PAN:[•]), **Fondant Propbuild Pvt. Ltd.** (CIN:[•] PAN:[•]), **Sh. Krishan Kumar, Hariom, Bijender, Virender S/o Sh. Ram Niwas, Sh. Ved Prakash, Om Prakash S/o Sh. Govind Lal, Sh. Yogesh S/o Ved Prakash, Vikas alias Vikesh S/o Om Prakash, , Sh. Anil, Sh. Mumkesh S/o Sh. Pratap Singh. Smt. Premwati D/o Sh. Partap Singh, Smt. Asha D/o Sh. Partap Singh, Sh. Munesh Kumar, Sh. Antesh Kumar Ss/o Hari Parkash, Rameshwari W/o Late Sh. Hari Parkash, Smt. Urmila, Pramila, Santosh Ds/o Sh. Hari Parkash, Sh. Satparkash, Satbir, Amit Ss/o Sh. Khacheru, Tarun Kumar S/o Hari Parkash, Natasha d/o Sh. Hari Parkash, Smt Suman wd/o Sh. Hari Parkash and Smt. Shiksha M/o Hari Parakash, Sh. Raj Kumar, Rajender Kumar, Mahesh Kumar, Umesh Kumar Ss/o Sh. Shera, Sh. Asraj Singh, Sunder Singh Ss/o Sh. Sohan Lal, Sh. Jaswant Singh, Dharambir, Mahabir, Surender Kumar S/o Sh. Sanker Lal, , Rajender Sharma S/o Sh. Satparkash, Smt. Kiran Tyagi W/o Sh. Adesh Tyagi** (hereinafter collectively referred to as the "**Land Owners**" which term or expression shall unless repugnant to the context or meaning thereof, deem to include their respective legal heirs, representatives, successors and assigns), through its duly authorized representative Emaar India Limited (Formerly known as Emaar MGF Land Limited) through its authorized signatory, and Emaar India Limited has thus authorised its authorized

signatory vide _____ dated _____ to sign and execute this Agreement and to appear and present this Agreement through its Authorized Signatory for registration before the concerned Sub-Registrar, of the **SECOND PART**;

AND

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

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

(* to be filled up in case of joint purchasers)

(hereinafter individually, as the case may be, referred to as the "Allottee(s)" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, legal representatives and successors).

OR

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____ (hereinafter referred to as the 'Allottee(s)' which term or expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs and legal representatives) of the Other Part through its duly authorised partner Shri/Smt. _____ S/W/D of _____ R/o _____

OR

_____ a Company registered under the Companies Act, 1956, having its registered office at _____ and corporate identification number _____ (hereinafter referred to as the 'Allottee(s)' which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of memorandum & articles of association required) acting through its duly authorized signatory Shri/Smt. _____ S/W/D of _____ R/o _____ authorized by board resolution dated _____ of the **OTHER PART**

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

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

WHEREAS:

- A. The Land Owners are sufficiently entitled to the Scheduled Land, as owners thereof, situated in the Revenue Estate of village Maidawas, Tehsil Badshahpur & District Gurugram, Haryana, within the boundaries of Sector 65 and 66 (hereinafter referred to as the "Scheduled Land") admeasuring 106.919 acres more particularly described in 'Annexure -I' hereto.
- B. The Developer has entered into collaboration agreements (hereinafter referred to as "Development Agreement") with the Land Owners for the development of the Scheduled Land and is fully competent to market and sell independent plots being developed in the Scheduled Land.
- C. Pursuant to the said Development Agreement, between the Developer and the Land Owners, the Developer was granted License nos. 97 of 2010 dated 18.11.2010 for 108.006 acres and License no. 41 of 2011 dated 03.05.2011 for 1.063 acres by the Director, Town and Country Planning, Haryana for setting up a residential plotted colony on the Scheduled Land under the name and style of "Marbella" which *inter-alia* includes plots, villas, commercial complex, open areas, landscaped gardens, etc. (hereinafter referred to as the "Residential Colony"). An area admeasuring 1.15 acres out of License No. 97 of 2010 dated 18.11.2010 was de-licensed vide order no. LC-2169-B-JE(MS)-2017/2806 dated 14.02.2017 by the Director, Town and Country Planning, Government of Haryana / District Town Planner, Gurugram. Further applications for de-licence of area measuring 0.9812 acres and 0.0188 acres have been submitted to Director Town and Country Planning Haryana.
- D. The Land Owners have represented that they are the rightful owners and/or are well and sufficiently entitled to the Scheduled Land on which the Project is being developed and on the strength of these representations the Allottee(s) is entering into this Agreement for purchase of the Plot (defined hereunder) in the Project on the terms and conditions appearing hereinafter.
- E. The Land Owners have vested the Developer with complete authority and powers to undertake the development and construction of the Project. The Developer is also authorized by the Land Owners to promote, brand, market and sell all plots comprising the said Project, receive Applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance/ sale deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Agreement. The Developer is also authorized to receive the Total Price (as defined hereunder) and dues or as otherwise may be due and payable, in terms of this Agreement and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
- F. The Developer has already developed 41.86 acres of the Residential Colony and is now in the process of developing 136 residential plots comprising of 67 EWS plots/34 NPWL plots and nursing home in an area of 12.6063 acres, under the name and style of "Marbella Zone 4" forming a part of the Residential Plotted Colony for which revised layout plan has been approved by DTCP vide memo no. LC-2169-B/SD(DK)/2020/17224 Dated 29-09-2020 and the Developer has registered the Project under the Real Estate Act under registration no. RC/REP/HARERA/GGM/_____ dated _____, 2020(hereinafter referred to as the

"Project").

- G. The Allottee(s) has satisfied itself on the rights, capabilities and ability of the Developer to complete the Project. The Allottee(s) after satisfying himself/herself/itself/ themselves about the rights and title of the Developer/ Land Owners over the Scheduled Land applied for registration / provisional allotment of the independent Plot vide Application dated _____ having an area of _____ sq.mtr. (_____ sq. yards) being Plot No. _____, situated at Revenue Estate of village Maidawas, Tehsil Badshahpur & District Gurugram, Haryana forming part of the Project (herein after referred to as Plot").
- H. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Developer regarding the said Scheduled Land on which the Project is being developed have been complied with.
- I. The Allottee(s) has inspected the site on which the said Project is being developed including the present layout plan, location plan, ownership record of the Scheduled Land and all other documents pertaining to arrangement, competency and all other relevant details and the Allottee(s) has confirmed that the Allottee(s) is fully satisfied in all respects with regard to the right, title and interest of the Developer in the Scheduled Land on which the Project is being developed and has understood all the limitations and obligations of the Developer in respect thereof.
- J. The Allottee(s) acknowledges that the Developer has readily provided all information, clarifications as required by the Allottee(s). The Allottee(s) has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Developer/ Land Owners in the said Scheduled Land and the Project and has also personally conducted physical inspection of the Scheduled Land/Residential Colony, sanctioned plans, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Land Owners/Developer to enter into the arrangement aforesaid with the Developer and is satisfied with the same. The Allottee(s) has relied on his/her own judgment and investigation in deciding to purchase aforesaid Plot. The Allottee(s) has been intimated that this Agreement shall be confined and limited in its scope to the Plot allotted to the Allottee(s). The Allottee(s) further acknowledges that the Allottee(s) has seen and inspected the details of registration of the Project under the provisions of the Real Estate Act.
- K. The Allottee(s) is not influenced by any sales plans, brochures, architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, (whether written or oral) made by the Developer, or its authorized representatives. Furthermore, the Allottee(s) acknowledges and declares that it has agreed to purchase the Plot entirely upon its own independent enquiry and investigation.
- L. Subject to the acceptance of the terms and conditions set out in the Application by the Developer and upon completion of all procedural formalities, the Developer has decided to provisionally allot the Plot to the Allottee(s) in lieu of Total Price as described in detail in Clause 2 hereinafter. The Allottee(s) agrees and understands that the Plot area provisionally allotted to it is tentative and subject to grant of completion certificate/ part completion certificate by the competent Government Authority.

M. The Parties hereby confirm and declare that they are signing this Agreement with full knowledge of all Applicable Laws (defined hereunder), applicable to the Scheduled Land, the Residential Plotted Colony, the Project and the Plot.

N. 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 are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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:

Definitions

In this Agreement, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning.

"Act" shall mean the Haryana Development and Regulation of Urban Areas Act, 1975 (Act No. 8 of 1975) and rules made thereunder and/or any other rule, statutory enactment, amendment or modification thereof.

"Agreement/ Agreement for Sale" shall mean this Agreement for Sale which will be executed amongst the Allottee(s), Developer and the Land Owners in respect of the Plot and registered with the concerned Sub-Registrar.

"Application" means the application of the Allottee(s) for the booking/allotment of a Plot.

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

"Applicable Laws" shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Plot or the transaction between the Parties as contemplated herein.

"Common Area of the Residential Colony" shall mean all such parts/areas in the entire Residential Colony which the Allottee(s) shall use, enjoy and access with all other occupants of the Residential Colony more particularly earmarked in 'Annexure -IV'.

"Conveyance Deed" shall mean a document duly executed and registered before the concerned Sub - Registrar by the Developer in favour of the Allottee(s) for the purposes of transferring all the rights, title and interests in the Plot.

"Community Rules and Regulations" shall have the meaning ascribed in clause 22(iv).

"DGTCP/DTCP" shall mean Director General, Town and Country Planning, Haryana.

"Date of Deemed Possession" shall mean the date on which the Offer of Possession expires or the actual date of possession of the Plot, whichever occurs earlier.

"Delay Payment Charges" shall mean interest equivalent to State Bank of India's highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Real Estate Act.

"Earnest Money" shall mean 10 % of the Total Price to be paid by the Allottee(s) as per the Payment Plan.

"External Development Charges (EDC)" means the external development charges including interest thereon levied or leviable on the Plot/ Said Project/Scheduled Land (whatever name called or in whatever form) by the Government of Haryana or any other competent authority and with all such conditions imposed (now or in future) to be paid by the Allottee(s) and also includes any further interest payable thereon and any increase in such charges.

"Force Majeure" shall include any event beyond the reasonable control of the Developer which prevents, impairs or adversely affects the Developer's ability to perform its obligation under the Agreement *inter-alia* including war, act of god, flood, drought, fire, cyclone, earthquake or any other natural calamities, epidemic or pandemic, or any catastrophe (natural or man-made) of unpredictable and unimaginable magnitude beyond the control of the Developer, and delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Developer or due to any notice, order, rule, policy/ guidelines, decisions or notification of the Central or State Government and/or any other public or competent authority tribunals/judicial/quasi-judicial bodies or due to any change in applicable law or any delay on account of receipt of approvals, or for any other reason which are unforeseen or beyond the control of the Developer and any other such event or circumstance similar or analogous to the foregoing.

"Plot" shall have the meaning ascribed to it in Clause 1.1. below in this Agreement.

"Governmental Authority" or "Governmental Authorities" or "Authority(ies)" shall mean any government 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 having jurisdiction over the land on which the Project/ Residential Project/Schedule Land is situated;

"IFMS" means the interest free maintenance security deposit to be paid by the Allottee(s) as and when demanded by the Developer/Maintenance Agency as security for payment of periodical maintenance charges and to be utilized by the Developer/ Maintenance Agency for payment of arrears of Maintenance Charges/Common Area Maintenance Charges, etc. .

"Offer of Possession" shall have the meaning ascribed to it in clause 10.6.

"Maintenance Agency" means the agency appointed / nominated by the Developer, to whom the Developer may handover, the maintenance and upkeep of the common areas,

facilities, utilities/ Project/ Residential Colony and who shall be responsible for providing the maintenance services within the Project.

"Maintenance Agreement" shall mean the agreement to be entered by the Allottee(s) with the Maintenance Agency and the Developer for the maintenance and upkeep of the Project.

"Maintenance Charges" shall mean the charges payable periodically by the Allottee(s) for the maintenance and upkeep of the common areas, facilities and amenities in respect of the Project/ Residential Colony.

"Other Charges" shall mean and include external electrification charges, sewer infrastructure/connection charges, water infrastructure/connection charges, etc. and to be paid before taking over the handover of the Plot. Any change or increase of any such charges shall be paid by the Applicant in proportion to the area of the Plot.

"Payment Plan" means the schedule of payments as set out in 'Annexure -III' to the Agreement for Sale providing milestones of payment towards of the Plot.

"Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.

"Project" shall have the meaning as ascribed to it in Recital F of this Agreement.

"Real Estate Act" shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations framed thereunder including any amendment or re-enactment thereof from time to time.

"State Infrastructure Development Charges (SIDC)" shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Haryana on the Project/Residential Colony/Scheduled Land, now or in future, by whatever name called, to be paid by the Allottee(s) and also includes any interest thereon and any further increase in such charges.

"Taxes and Cesses" shall mean any and all taxes by way of Goods and Services Tax (GST) or any other taxes and cesses, charges, levies by whatever name called, payable at the rates prevailing at the time of respective payments in connection with the development of the Project and the Plot, now or in future.

"Total Price" shall mean the Total Price for the Plot which shall comprise of the following:

- a) Basic Plot Price:_____;
- b) External Development Charges (EDC), State Infrastructure Development Charges (SIDC), and any interest thereon, as applicable:_____;
- c) Other Charges:_____;
- d) Taxes & Cesses: As applicable;
- e) Maintenance Charges shall be charged extra, as applicable at the time of intimation / offer of possession or as demanded by the Maintenance Agency;

which amounts shall be payable by the Allottee(s) in accordance with the terms and conditions of the Agreement and as per the demand raised by the Developer from time to time.

"Basic Plot Price" shall have the meaning given to such term in Clause 2.1 (i) of this Agreement.

Interpretation

- a) In this Agreement, any reference to any statute or statutory provision shall include:
 - ii) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - iii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- b) Any reference to the singular shall include the plural and vice-versa;
- c) Any references to the masculine, the feminine and the neuter shall include each other;
- d) Any references to a "company" shall include a body corporate;
- e) The recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- f) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- g) Readings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- h) "in writing" includes any communication made by letter or e-mail;
- i) The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- j) The recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.

1. TERMS OF SALE OF PLOT AND RIGHTS THERETO

1.1 Description of the Plot

- (a) Subject to the Allottee(s) complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Price as per the Payment Plan annexed hereto in 'Annexure -III', the Developer hereby agrees to sell, convey and transfer and the Allottee(s) hereby agrees to purchase and acquire the Plot, bearing number _____ admeasuring ____ sq. meter (____ sq. yd.) ("Plot") in the Project more particularly described in 'Annexure -II'. By virtue of the Allottee(s) purchasing and acquiring the Plot, the Allottee(s) shall be entitled to right to use the Common Area of the Residential Colony, facilities and amenities, subject to payment of the Maintenance Charges. The Allottee(s) agreed that he/she/it/ they have not only seen the layout plan but have also visited the site and seen the Project and the location of the Plot situated thereon and is satisfied with the same.
- (b) All other land(s), common areas, facilities and amenities except those specified in this Agreement which falls to the share of the Allottee(s), are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that the Allottee(s) shall have no ownership rights, title or interest etc. in any form whatsoever in such land(s), common areas, facilities and amenities except to the extent of using only such general commonly used areas and facilities within the Residential Colony/Project, subject however, to the timely payment of Maintenance Charges by the Allottee(s). It is also clarified and agreed to by the Allottee(s) that the common areas, amenities and facilities are common and for the benefit of all Allottee(s) of the entire Residential Colony and cannot be divided. Such land(s), common areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of the area of the Plot for calculating the Total Price and therefore, the Allottee(s) has not paid any money for use or ownership in respect of such land(s), common areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), common areas, facilities and amenities vests solely with the Developer, its associates and Landowners and their usage and manner/ method of use, disposal, etc. shall be at the sole discretion of the Developer and its associates and Land Owners. The Allottee(s) undertakes that the Allottee(s) shall not subsequently raise any claim with respect to such land, common areas, facilities and amenities. It is clarified that the Developer shall hand over the common areas to the association of Allottee(s)s/ competent authorities after duly obtaining the part completion/ completion certificate from the competent authority, as the case may be.

2. TOTAL PRICE FOR SALE OF THE PLOT

2.1 Total Price

- i) In accordance with the terms and conditions set out in this Agreement, the Developer hereby agrees to sell, transfer and convey and the Allottee(s) hereby agrees to purchase and acquire the Plot described above, for a Total Price as mentioned in the Payment Plan attached herewith and broadly (but without prejudice to the other provisions of the Agreement) for the purposes of payment

of stamp duty and registration fee, the price of the Plot will be Rs. _____/- ("Plot Price").

"Total Price" for the Plot payable by the Allottee(s) shall mean and include the following:

Plot No:	
Description	Amount (INR)
Basic Plot Price	Rs.
EDC /SIDC and any interest thereon, as applicable, as on date.	Rs.
Other Charges	Rs.
Taxes and Cesses, as applicable	Rs.
Maintenance Charges shall be charged extra, as applicable at the time of intimation / offer of possession or as demanded by the Maintenance Agency.	As applicable
Total Price (In Rupees)	Rs.
Total Price (In Rupees) - (In Words)	

- ii) Out of the Total Price for the Plot, the Allottee(s) has/have paid an application money of Rs. _____ /- (Rupees _____ only) at the time of application / provisional allotment of the Plot which the Developer hereby acknowledges, which forms a part of the Earnest Money.
- iii) The Total Price includes price of the Plot and the common facilities, External Development Charges and State Infrastructure Development Charges along with interest thereon, if any, as levied by Government of Haryana as on the date of booking but is exclusive of any increase(s) on that account and other charges that the Government of Haryana may levy hereinafter, Taxes and Cesses, cost of providing electric wiring, electrical connectivity to the Plot, water line, PHE connection, etc. and includes cost for providing all other facilities, amenities and specifications to be provided. It also includes maintenance charges which shall be computed/payable at the time of intimation/offer of possession. Any increase in any charges effected by the Government even with retrospective effect shall be solely to the account of the Allottee(s) and shall be paid on demand without demur and such charges shall be payable by the Allottee(s) even after the conveyance deed of the Plot has been executed in favour of the Allottee. The Allottee authorizes the Developer to adjust/ appropriate all payments made by the Allottee as the Developer may in its sole discretion deem fit and Allottee(s) undertakes not to object/ demand/ direct the Developer to adjust such payments in any manner otherwise than as may be decided by the Developer in its sole discretion.
- iv) The Total Price above includes Taxes and Cesses (including but not limited to Goods and Services Tax any other taxes /fees/ charges/ levies etc.,) paid by or payable by the Developer which may be levied, in connection with the

development and construction of the concerned Plot payable by the Allottee(s)) which shall be charged on rates as applicable. It is, however, clarified that the Developer shall not be responsible or obligated to construct any building or structure on the concerned Plot. Any enhancement/reduction in the Taxes and Cesses shall be paid by/refunded to the Allottee(s), as the case maybe. Provided further that if there is any increase in the Taxes and Cesses after the expiry of the scheduled date of completion of the Project as per RERA registration with the Authority, the same shall not be charged from the Allottee(s).

- v) The Total Price shall be escalation free, save and except increases which the Allottee(s) hereby agrees and undertakes to pay, due to increase on account of development charges, any revision in the EDC, SIDC, or any other statutory or other charges, Taxes and Cesses, fees, etc., which may be levied or imposed by the Authority(ies) from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in abovementioned development charges, cost/charges imposed by the Authorities, the Developer shall enclose the said Applicable Law to that effect along with the demand letter being issued to the Allottee(s), which shall be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, the same shall not be charged from the Allottee(s).
- vi) The stamp duty and registration charges shall be paid by the Allottee(s) directly to the appropriate authorities for the registration of this Agreement as well as Conveyance Deed in accordance with the applicable rates prevalent at the time of registration. Administrative charges shall be paid by the Allottee(s) to the Developer for facilitations and organizing the registration and stamping of this Agreement and the Conveyance / Sale Deed.
- vii) The Developer may periodically intimate in writing to the Allottee(s), the amount payable as stated in the Payment Plan and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. It is agreed and understood by the Allottee(s) that Goods and Services Tax is also applicable on the Delay Payment Charges.
- viii) The Allottee(s) understands and agrees that the application money shall be treated as part of Earnest Money for the Plot for all intents and purposes. In case the Allottee(s) proposes to withdraw or cancel the allotment without any fault of the Developer or in case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Developer, then the Developer shall be entitled to cancel the booking and forfeit the Earnest Money along with the Delay Payment Charges and thereafter refund the balance amount, if any, to the Allottee(s) within the time stipulated under the Real Estate Act. The Allottee(s) hereby authorizes the Developer to sign the Deed of Cancellation on its behalf and present the same and admit the execution of such Deed of Cancellation before the concerned Sub-Registrar to get the Agreement for Sale cancelled and refund the balance amount, if any to the Allottee(s). The Allottee(s) agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the Conveyance Deed and that the Allottee(s) hereby authorizes the Developer to effect such cancellation and forfeiture after providing a notice of 30(thirty) days prior to such cancellation.

- ix) It is understood that external and peripheral services such as sector roads including 24 mts/60 mts wide road, major trunk roads, horticulture, etc. connecting to the Project are to be provided by the government or the concerned authority to the Project.
 - x) The Allottee(s) understands and agrees to pay increased charges / amounts, if any, demanded by the Developer/ competent authority, due to increase in Plot Area, increase in EDC, SIDC, increase in IFMS, increases in all types of securities, deposits and charges and increase thereof for bulk supply of electrical energy and all other increases in cost/charges, specifically provided for in this Agreement and / or any other increase in charges which may be levied or imposed by the Government / statutory authorities from time to time or as stated in this Agreement.
 - xi) It is agreed that Goods and Services Tax is applicable on Delay Payment Charges. Pursuant to foregoing, Delay Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee(s) will make such payments to the Developer in terms of the Agreement.
- 2.2 Subject to the Allottee(s) making the payment of the Total Price, the Developer agrees to pay all outgoings in respect of the Plot before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, taxes, charges for water or electricity, if any, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned authority, banks and financial institutions, which are related to the Project).
- 2.3 The Allottee(s) agrees and understands that the Developer shall have the right to adjust/appropriate all payment received from the Allottee(s) first towards the interest/ Delay Payment Charges and other charges, if any, due from the Allottee(s) and the balance, if any, towards the Total Price. Such adjustment/appropriation of payments shall be done at the sole discretion of the Developer and the Allottee(s) undertakes not to object, protest or direct the Developer to adjust the payments in any manner otherwise than as decided by the Developer. The Allottee(s) hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

3. **MODE OF PAYMENT**

The Total Price shall be payable by the Allottee(s) to the Developer in accordance with schedule of payment as set out in 'Annexure -III' ("the Payment Plan"). The Allottee(s) specifically understands that time is of the essence with respect to the Allottee(s) payment obligations and the Allottee(s) undertakes to make all payments in time, without any reminders from the Developer through A/c Payee Cheque(s) / Demand Draft(s) payable at New Delhi or payment by electronic means either through online payment or through RTGS payment to the bank account of the Developer, which is mentioned in 'Annexure - III'. The Allottee(s) agrees that the payments on due dates/ milestones as set out in the schedule of payment ("Payment Plan") attached as 'Annexure -III' shall be made promptly. The Allottee(s) shall be

responsible for the deduction of TDS, as per the applicable laws and making timely payment of the same to the concerned government departments.

The Allottee(s) agrees and understands that if the Allottee(s) delays in making payment towards the amount which is payable as per the Payment Plan, then the Allottee(s) shall be liable to pay the Delay Payment Charges to the Developer.

4. TAXES AND CESSES

- 4.1 The Total Price is inclusive of Taxes and Cesses, as applicable on the date of this Agreement, however, in case there is an increase/decrease in the Taxes and Cesses, the Allottee(s) shall be liable to pay the same as and when demanded. For any increase in the Taxes and Cesses, the Developer shall raise a demand along with the Applicable Law and the Allottee(s) shall be liable to pay the same as and when demanded.

After obtaining physical possession of the Plot:

- (i) The Allottee(s) agrees and undertakes to pay, on demand, all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, if applicable, whether levied or leviable, now or in future, on the Project/Said Plot, including electricity charges, water charges and any utility charges payable to the requisite authorities from the date of possession of the Plot in the Project and the same shall be paid by the Allottee(s). Such an apportionment shall be made by the Developer and / or its nominee and / or the Maintenance Agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).

- (ii) The Allottee(s) shall be responsible for the payment of the below mentioned Taxes and Cesses from the Date of Deemed Possession of Plot to the Allottee(s):

- a) **Property Tax**

Property tax will be payable by Allottee(s) to the Government Authority or any competent authority from the date of part completion certificate/ completion certificate. However, if assessment of property tax is not made separately for each Plot and a consolidated demand is made by the Government Authority or competent authority in the name of the Developer, then, in that event, the Allottee(s) undertakes to pay his proportionate share to the Developer on the basis of the area of the Plot within 7 (seven) days from such demand from the Developer.

The Allottee(s) agrees and undertakes to pay all Government rates, taxes, etc. relating to buildings or other worker construction fund, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental/local authority on the Project / Plot/Residential Colony and/or the Scheduled Land as the case may be, as assessable or applicable from the date of the allotment. If the Plot is assessed

separately, then the Allottee(s) shall pay directly to the Governmental Authority and if the Plots are not assessed separately and a consolidated demand is made by the Government Authority in the name of the Developer, then, in that event, the Allottee(s) undertakes to pay his proportionate share to the Developer on the basis of the area of the Plot within 7 (seven) days from such demand from the Developer, then the demand thereof shall be final and binding on the Allottee(s).

(b) Taxes and Cesses

The Allottee(s) agrees to pay directly or if paid by Developer then reimburse the Developer on its demand all the Government Taxes and rates, including but not limited to the Goods and Service Tax on amount payable in or in relation to sale of Plot, Taxes and Cesses, house tax, fire-fighting tax, if any or any other fee or cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future, and on any other charges payable by the Allottee(s) to the Developer and / or Maintenance Agency and / or its nominee or any other supplier of utilities and services in terms of this Agreement, the same shall also be payable by the Allottee(s) in proportion to his/her/its/ their area of the Plot under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee(s) agrees and undertakes to keep the Developer fully harmless and indemnified in respect of such liability. The Allottee(s) understands that the aforementioned Taxes and Cesses are only illustrative and not exhaustive.

Any betterment charges, development levies, additional premium and any other sums payable to or demanded by any Government Authority over and above the Total Price as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the above Plot shall be borne by the Allottee(s) including the charges levied by the authorities proportionately to the common areas, amenities and facilities in proportion to the area acquired under this Agreement and shall be payable immediately on demand.

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- (a) In case the Allottee(s) is a non-resident Indian or a foreign national of Indian origin then it shall be the Allottee(s)'s responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Allottee(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Allottee(s) shall indemnify and keep and hold the Developer and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc., due to such failure. In the event of change of the residential status of the Allottee(s) subsequent to the execution of this Agreement, they shall immediately intimate the

same to the Developer and comply with necessary formalities, if any, under the Applicable Laws. The Allottee(s) 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.

- (b) The Allottee(s) agrees that the Developer shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee(s) and such third party shall not have any right in the allotment of the Plot applied for herein, in any way and the Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

6. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Developer to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Plot in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner. Such adjustment/appropriation of payments shall be done at the sole discretion of the Developer and the Allottee(s)(s) undertakes not to object, protest or direct the Developer to adjust the payments in any manner otherwise than as decided by the Developer in its sole discretion. The Allottee(s)(s) hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

7. TIME IS ESSENCE

It is specifically and categorically understood and agreed by the Allottee(s) that time is of the essence with respect to the Allottee(s)' obligations to perform or observe all the obligations of the Allottee(s) under this Agreement more specifically to pay the Total Price along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be. In the event, the Allottee(s) fails to make the payments on time despite notices/reminders being sent to the Allottee(s), the Developer shall have the right to cancel the allotment and forfeit the Earnest Money along with Delay Payment Charges. However, the Developer may, in its sole discretion, waive its right to terminate the allotment/ Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.

Subject to Force Majeure and subject to the Allottee(s) complying with all its obligations, the Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee(s) and the common areas to the competent authority, as required under Applicable Law.

8. CONSTRUCTION / DEVELOPMENT OF THE PROJECT

The Allottee(s) represents that the Allottee(s) has seen the proposed layout plan of the Project, demarcation cum zoning / site plan, specifications, amenities, facilities etc., of

the Project (as given under 'Annexure -II', annexed along with this Agreement). The Developer shall develop the Project in accordance with the bye-laws, FAR, density norms, approved layout plan/zoning plan and terms and conditions of the license as well as under Real Estate Act. Subject to the terms in this Agreement, the Developer undertakes to abide by such plans approved by the competent authorities and shall also abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall have an option to make variations /alterations/ modifications in such plans, in the manner provided under the Real Estate Act.

9. ALTERATION / MODIFICATION IN THE LAYOUT PLAN AND DESIGN

- (a) The Developer shall confirm the final area of the Plot as per approved demarcation cum zoning plan after the development of the plotted area alongwith essential services is complete. The Developer shall inform the Allottee(s) of the about any details of change of the area of the Plot. The Total Price payable for the Plot shall be recalculated upon confirmation by the Developer. The Parties hereby agree that in the event there is a reduction in the area of the Plot and the Developer has collected excess amount from the Allottee(s), then the Developer shall refund the excess amount paid by the Allottee(s) within 90 days with annual interest at the rate prescribed in Real Estate Act, from the date when such excess amount was paid by the Allottee(s). In case, there is an increase in the area of the Plot, which shall not be more than 5 % of the area of the Plot, same shall be payable by the Allottee(s) to the Developer. The Parties further agree that all such adjustments in the amounts payable or refundable, as the case may be, shall be made at the same rates as agreed in this Agreement.
- (b) The Developer has obtained approval of the layout plan/demarcation/zoning/site plan and approvals for the said Project from the office of the Director, Town and Country Planning Department,(DTCP) Haryana and the said approved plans of the said Project are subject to revision as may be required from time to time and during the implementation of the said Project or thereafter. The Developer may make any changes to these approved plans with respect to the said Project, in compliance of the Real Estate Act, and/or other laws, as applicable from time to time.
- (c) The Allottee(s) agrees and understands that in case the Developer is able to get additional FAR/ density/saleable area , the Developer shall have the sole right to utilize the additional FAR/ density/saleable area in the manner it may deem fit including but not limited to making additions to the Plot or making additional plots in and around the land of the Project and the Developer shall be entitled to get the roads, electric, water, sanitary and drainage systems of the additional plots and construction thereof connected with the already existing roads, electric, water, sanitary and drainage systems and the facilities provided in the Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR/ density/saleable area and shall have no right to object to any of such construction activities carried in the Project.
- (d) The Developer shall be entitled to, at its sole discretion, add / integrate any additional contiguous land, which may be acquired / developed, to this Project and/or may extend this Project to the extent of additional contiguous land or plan a new project in integration of this Project on the additional contiguous land. In such a case, the Developer will be entitled to get the layout plan of this Project along with

the layout plan of the additional contiguous land revised and get the additional contiguous land licensed from DTCP, Haryana or any other competent authority in addition to the existing license for this Project as per applicable laws. The Allottee(s) of the extended project or new project on additional contiguous land project, as the case may be, shall be entitled to similar rights to use the facilities, amenities and utilities of this Project as may be available to the Allottee(s) of this Project. Similarly, the Allottee(s) of this Project shall have similar rights to use the facilities, amenities and utilities as may be made available to the Allottee(s) of the new / integrated project on the additional contiguous land.

- (e) The Allottee(s) shall be deemed to have consented to the revision/addition / extension of this Project or integration of a new project on additional contiguous land with the existing Project for which the Developer may obtain revised layout plan for integration of the additional contiguous land with the existing Project. The Allottee(s) agrees and confirms to have consented to revision/addition/ integration of the additional contiguous land for revision/addition/extension of the Project or development of new project in integration to this Project. The Allottee(s) agrees and undertakes that he/ she/it / they shall not raise any objection in this regard and shall provide any specific consent in writing, as may be required under the provision of the Real Estate Act, to the Developer.

10. CONVEYANCE AND POSSESSION OF PLOT

- 10.1 Subject to Force Majeure and fulfillment by the Allottee(s) of all the terms and conditions of this Agreement including but not limited to timely and complete payment by the Allottee(s) of the Total Price payable in accordance with the Payment Plan, payment of stamp duty, registration and incidental charges and other charges in connection thereto due, and payable by the Allottee(s) and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer, the Developer shall offer the possession of the Plot to the Allottee(s) on or before the date of expiry of RERA Registration Certificate i.e. _____ including any extension thereof ("Possession Date").
- 10.2 The Developer agrees and understands that delivery of possession of the Plot to the Allottee(s) shall be subject to timely and complete payment of the Total Price as mentioned in Clause 2.1 by the Allottee(s) as per Payment Plan. Subject to the Applicable Laws, payment of Total Price and completion of other formalities by the Allottee(s) preferably within three months but not later than six months from possession of the Plot, the Conveyance Deed shall be executed in favour of the Allottee(s). In the event there is any delay for execution of the Conveyance Deed on part of the Allottee(s), then the Developer shall not be held responsible and liable for any consequences thereof. However, in case, the Allottee(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Developer will be constrained to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Developer.
- 10.3 In the event the Developer fails to offer possession of the Plot to the Allottee(s) in accordance with Clause 10.2, the Allottee(s) may either:

- i) Seek termination of this Agreement and the Developer shall on demand refund to the Allottee(s), the actual amounts paid by the Allottee(s) towards the purchase of the Plot, along with interest at the rate as prescribed under Real Estate Act (excluding any interest paid/payable by the Allottee(s) on any delayed payment and paid up Taxes and Cesses), within 90 days of receiving the termination notice, subject to Allottee(s) performing all the obligations as set out in this Agreement. No other claim, whatsoever, shall lie against the Developer or be raised otherwise or in any other manner by the Allottee(s); OR
- ii) Continue to stay invested with the Project upon which the Developer shall pay interest on the actual amounts paid by the Allottee(s) towards the purchase of the Plot on mutually agreed (excluding any interest paid/payable by the Allottee(s) on any delayed payment and paid up Taxes and Cesses) to the Allottee(s) on terms as maybe mutually agreed between the Parties or at the rate as prescribed under Real Estate Act, for every month of delay till the date of offer of possession of the Plot to the Allottee(s) and as adjudged by the adjudication officer in the manner as provided in the Real Estate Act / Rules. The interest shall be paid by the Developer within 90 days of it becoming due, subject to Allottee(s) performing all the obligations as set out in this Agreement. The Developer and the Allottee(s) have agreed that the payment of interest is just and equitable estimate of the damages that the Allottee(s) may suffer and the Allottee(s) agrees that it shall not have any other claims/ rights, etc. of whatsoever nature.

If the Allottee(s) do not exercise his/her/its/ their option for termination of the Agreements as mentioned above within a period of 90 days from the Possession Date as stipulated in Clause 10.2 above, the Allottee(s) shall be deemed to have opted and consented to continue to stay invested with the Project and the Developer shall pay interest as mentioned hereinabove.

10.4 Compensation: The Developer shall compensate the Allottee(s) in case of any actual loss caused to the Allottee(s) due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act, provided the Allottee(s) has complied with all the terms and conditions of this Agreement including but not limited to timely and complete payment by the Allottee(s) of the Total Price payable in accordance with the Payment Plan. The claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force except for occurrence of a "Force Majeure" reasons, Court orders, change in Government policy/ guidelines, decisions. Subject to the Force Majeure reasons, If the Developer fails to complete or is unable to give possession of the Plot:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 10.2 above; 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 Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot with interest as prescribed under Real Estate Act as delay compensation within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Developer shall pay the Allottee(s) interest at the rate as prescribed under Real Estate Act for every month of delay, till the offer of the possession of the Plot, which shall be paid by the Developer to the Allottee(s) within 90 (ninety) days of it becoming due.

- 10.5 If, however, the completion of the Project or the offer of possession of the Plot is delayed due to Force Majeure, the time period for completion of the Project or the offer of possession shall stand extended automatically to the extent of delay caused under the Force Majeure circumstances and the consequences thereof. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Plot shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee(s) within 90 (ninety) days from the date of termination of this Agreement. From the date of termination of this agreement the Allottee(s) agrees that he/ she shall not have any claims and demands, etc. against the Developer. The Allottee(s) hereby authorizes the Developer to get the Agreement for Sale cancelled vide Deed of Cancellation and refund the amounts, to the Allottee(s) account. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that the Developer shall stand released and discharged from all its obligations and liabilities under this Agreement.
- 10.6 On completion of services as per DTCP office order issued vide memo MISC-756/SD(BS) /2015 /11967 dated 1.7.2015 and receipt of part completion/completion certificate by the Developer in respect of the Plot/Project from the competent authority(ies), the Developer shall offer the possession of the Plot within three (03) months from the date of receipt of the completion certificate / part completion certificate and shall issue a written notice ("Offer of Possession") to the Allottee(s) offering possession of the Plot requiring the Allottee(s) to complete the following requirements within 90 (ninety) days of the date of such Offer of Possession and complete such other documentary requirements, as may be necessary. The Developer shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee(s) including all dues payable under this Agreement or as may be payable because of any demands of any Authority, permit the Allottee(s) to assume possession of the Plot after:
- (i) Payment of any unpaid amounts as provided herein and in the Offer of Possession as otherwise applicable under Applicable Laws by the Allottee(s) including submission of proof of payment / deposit of TDS, if any;
 - (ii) Payment of the entire stamp duty, registration charges and other incidental charges. The Allottee(s) may with the prior intimation to the Developer raise and/ or avail loan from banks and other housing finance companies for this purpose only.
 - (iii) Execution of necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Developer in respect of the Plot and in the formats prescribed by the Developer and to get the same stamped and registered, if required under Applicable Laws on payment of applicable stamp duty and other applicable charges directly by the Allottee(s).

- (iv) NOC (No Objection Certificate) or letter from Bank/Financial Institution to allow possession / registration of the conveyance deed in the name of Allottee(s) / nominee

It is, however, clarified that the possession of the Plot shall be handed over to the Allottee(s) subject to the Allottee(s) paying Total Price, Other Charges, costs, taxes and cess, any sum which has been demanded / mentioned in the Offer of Possession, executing various documents, as set out in this Agreement.

10.7 Subject to the Allottee(s) fulfilling all its responsibilities stipulated herein and taking the possession of the Plot in accordance with the Offer of Possession, the Developer shall prepare and execute a Conveyance Deed to transfer the title of the Plot in favour of the Allottee(s). The Developer shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee(s). The Allottee(s) agrees and undertakes to make itself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Developer. At the time of execution of the Conveyance Deed, the Developer shall handover physical possession of the Plot to the Allottee(s). The Allottee(s) shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement/ by the Developer, and the Developer shall give possession of the Plot to the Allottee(s) as per terms and condition of the Agreement. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within 3 (three) months from the date of completion certificate and in case of part completion, the date provided in the Offer of Possession by the Developer, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in this Agreement.

10.8 In case the Allottee(s) fails to complete the formalities and make payment of overdue amounts and take over the possession of the Plot within the time stated in the Offer of Possession, then the Allottee(s) shall be liable to pay to the Developer the following amount:

- (a) Holding charges @ Rs. _____/-per day for the entire period of such delay.
- (b) Maintenance charges as may be decided by the Developer from the Date of Deemed Possession; and
- (c) all other outgoings including property tax, as maybe applicable.

10.9 The Allottee(s) agrees that if the Allottee(s) is in default of any of the payments as afore-stated clause 8.8, then the Developer shall have the right to withhold the granting of possession of the Plot and registration of the Conveyance Deed in the Allottee(s)'s favour till full and final payment of all dues to the Developer including the Delay Payment Charges, Maintenance and holding charges are made by the Allottee(s). The Allottee(s) undertakes to execute and register the Conveyance Deed within the time stipulated by the Developer in its written notice, failing which and subject to Clause 9.4 above, the Allottee(s) authorizes the Developer to cancel the allotment and terminate this Agreement and to forfeit, out of the amounts paid by him, the Earnest Money along with Delay Payment Charges and holding charges and to refund the balance amount, if any, without any interest in the manner prescribed in this Agreement.

- 10.10 The Allottee(s) agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments, the date of handing over of the possession shall be extended accordingly, till the payment of all outstanding amounts to the satisfaction of the Developer.
- 10.11 The Allottee(s) agrees and undertakes that the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good state and condition and shall not do or suffer to be done anything in or to the Plot, which may be in violation of any laws or rules of any Authority.

11. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee(s) as follows:

- (a) The Developer has absolute and valid development rights with respect to the Scheduled Land;
- (b) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project/ Scheduled Land;
- (c) There are no mortgages upon the Scheduled Land or the Project as on date. However, the Developer shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables, subject to the condition that the Plot shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee(s).
- (d) Save and except as already disclosed by the Developer at the time of inviting Applications for booking and as disclosed herein as well as at the time of the Application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are no litigations pending before any court of law or Authority with respect to the Scheduled Land, Project or the Plot.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Residential Colony / the Project/ the Scheduled Land are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project/ Residential Colony/Scheduled Land.
- (f) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (g) Save as provided in the Agreement, the Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Scheduled Land,

including the Project and the Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (h) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Plots to the Allottee(s) in the manner contemplated in this Agreement;
- (i) Subject to fulfilment of all the obligations by the Allottee(s) as set out herein this Agreement, at the time of execution of the Conveyance Deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plots to the Allottee(s);
- (j) The Scheduled Land/ the Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Scheduled Land;
- (k) The Developer undertakes to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project / Scheduled Land to the competent Authorities in terms of the Applicable Laws till Offer of Possession;
- (l) Save and except as disclosed by the Developer at the time of the Application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, no notice or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Scheduled Land) from any Authority has been received by or served upon the Developer in respect of the Scheduled Land / the Project.

12. REPRESENTATION AND WARRANTIES OF THE ALLOTTEE(S)

The Allottee(s) hereby covenants, represents, agrees, declares and undertakes to the Developer as follows:

- (c) The Allottee(s) has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental, regulatory or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.
- (d) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
- (e) The Allottee(s) has read and understood the Real Estate Act and other applicable laws, notifications and rules as are applicable to the state of Haryana and the area in general and the Project and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee(s) is in full consensus with the provisions of this Agreement in relation to the Act and the Real Estate Act and all the applicable laws, notifications and rules and shall at all times comply with the provisions of the Real Estate Act and applicable laws

or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

- (f) The Allottee(s) shall not be entitled to sell, transfer, assign or part with his right, title or interest in the allotment of the Plots prior to execution of Conveyance Deed by the Developer. The Developer, however, may at its sole discretion, permit the Allottee(s) to assign his right, title or interest in the Plot to any third party, provided that the Allottee(s) has paid all the sums / money and dues including but not limited to transfer charges, administrative charges, ground rent, municipal taxes, maintenance charges, IFMS and other outgoings to the Developer and has obtained an NOC in writing from the Developer in this regard.
- (g) The Allottee(s) may, after the execution of the Conveyance Deed, transfer, sell or convey the right, title or interest in the Plot, subject to the condition that the Allottee(s) has paid all the dues and outgoings including transfer charges, administrative charges, ground rent, municipal taxes, maintenance charges, IFMS and other outgoings and has obtained an NOC in writing from the Developer..
- (h) The Allottee(s) has full knowledge of the Applicable Laws applicable to the Plot/Scheduled Land/Residential Colony/Project. The Allottee(s) has inspected all the approvals, permissions, sanctions, licenses, building plan(s), granted by DTCP / DTP and by such other competent authorities and/or related departments in favor of the Developer and ownership record in respect of the Scheduled Land, and all such documents relating to the rights and title of the Developer to develop/construct the Plot and have fully satisfied themselves about the rights, title and interest of the Land Owners in the Scheduled Land and also the Developer's rights to develop the Project/Residential Colony and enter into this Agreement. The Allottee(s) further acknowledges that the Developer has readily provided all information/clarification required by them in this regard. The Allottee(s) further agrees that the Allottee(s) shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter. The Allottee(s) has also perused and is fully satisfied with the maintenance services to be provided to them.
- (i) The Allottee(s) agrees and undertakes that the Allottee(s) shall not obstruct, damage, encroach upon or in any way cause the road and the common area abutting to the Plot to be obstructed or damaged or encroached while carrying out any to construction activity by the Allottee(s) or contractor or its worker or agent. In the event the road abutting to the Plot is obstructed or damaged during the course of construction of the Plot, the Allottee(s) alone shall be liable and responsible for any consequences thereof including but not limited to cost of repair of the road to its original condition. The Allottee(s) agrees and undertakes that the Allottee(s) shall not directly or through any contractor or third party impair, deface, vandalise or in any way cause damage or loss to the common areas, service areas, facilities and amenities, pavers, horticulture, etc., constructed or that may be constructed by the Developer on the Scheduled Land, while carrying out any development and construction activity at the Plot. The Allottee(s) undertakes to be liable for any damage, loss suffered by the Developer on account of activities undertaken by the Allottee(s) or any person

or contractor / third party acting through the Allottee(s) and shall on demand make good the damage and loss incurred by the Developer. The Allottee(s) agrees and hereby authorizes the Developer to remove any encroachment made by the Allottee(s) on the common area, roads, etc. and the cost of removal of such encroachment shall be recovered from the Allottee(s).

- (j) The Allottee(s) agrees and undertakes not to divide the Plot into two or more Plots or into self-contained flats and further not to cause or permit or suffer to be done upon the Plot, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighboring plot/property and the community as a whole. The construction by the Allottee(s) shall not exceed the number of sanctioned floors and shall not violate any other norm as may be stipulated in the zoning plan or by any competent authority or encroach into the adjoining plots. The Allottee(s) specifically agrees that the Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more units/plots than permitted under law/ approved plan/ map/ Building layout as this will be a clear breach of the conditions as may be contained in the zoning plan/ Building plan to be approved by the competent authority(ies) and this Agreement. Further the Allottee(s) specifically undertakes to strictly abide by all norms and conditions of the zoning plan / layout plan / Building plan, notifications, rules, bye-laws and/or any other approvals granted by the competent authority(ies) in respect of the Plot, as may be applicable from time to time.
- (k) The Allottee(s) has read and understood the Real Estate Act, Haryana Apartment Ownership Act (if applicable) including all the laws, notifications and rules as are applicable to the State of Haryana and the area in general and the Project and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee(s) is in full consensus with the provisions of this Agreement in relation to the Real Estate Act and all the applicable laws and shall at all times comply with the provisions of the Real Estate Act, Haryana Apartment Ownership Act (if applicable) or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (l) The Allottee(s) agrees and understands that all other land(s), sector roads including 24mts./60 mts. wide road, areas, facilities and amenities, falling outside the Project/Residential Colony, are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that the Developer and its associates and subsidiaries shall not be responsible towards the development, maintenance and management of the same.
- (m) The Allottee(s) is aware of the terms and conditions contained in this Agreement and that the Allottee(s) has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times.

- (n) The Allottee(s) shall abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Developer or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such rules and notifications would be deemed to be an event of default.
- (o) The execution, delivery and performance by the Allottee(s) of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any Applicable Law, applicable to the Allottee(s) or any contract or agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee(s) or the consummation of the transactions contemplated hereby.
- (p) The Allottee(s) shall from time to time sign all Application, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other Allottee(s)/ occupants in the Project.
- (q) If stipulated in terms of the License and the bilateral agreement executed between the Developer and the DTCP, Haryana and if it is required to earmark a portion of the Residential Colony for the construction of flats/ plots/ floors for domestic servants / low income group/Economically Weaker Sections ('EWS') of the society, in such a case, it is agreed to by the Allottee(s), that the Allottee(s) shall have no right, title, interest in any form or in any manner in the Scheduled Land earmarked and/or on the building constructed thereon and/or the facilities provided therein. The Allottee(s) confirms that the Allottee shall not raise any objection towards the same.
- (r) The Allottee(s) shall be responsible for the deduction of TDS, as per the applicable law. The Allottee(s) undertakes to deliver all tax deduction at source certificates to the Developer within the stipulated period under the Income Tax Act, 1961, so as to enable it to avail of any tax credits or benefits under applicable law.

13. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 13.1 Subject to the Force Majeure, the Developer shall be considered under a condition of default, in the following events:
 - i) Developer fails to offer the possession of the Plot to the Allottee within the time period set out under this Agreement; or
 - ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of its registration under the provisions of the Real Estate Act or the rules or regulations made thereunder.

13.2 In case of default by the Developer under the conditions listed in Clause 13.1 above, the Allottee shall be entitled to the following:

- i) Stop making further payments to Developer as demanded by the Developer till such time the Developer corrects the situation by completing the milestones, if applicable, and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii) The Allottee shall have the option to seek termination of the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee along with interest (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes).

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the Agreement, the Developer shall pay to the Allottee the interest as prescribed under the Real Estate Act.

13.3 The Allottee shall be considered to be under a condition of default on occurrence of the following events, which are merely illustrative and are not exhaustive:

- i) Allottee fails to pay the agreed Total Price or part thereof, within the time as stipulated in the Payment Plan or fails to pay two consecutive demands made by the Developer as per Payment Plan or does not meet the demand(s) of the Developer or fails to comply with all the obligations cast upon the Allottee in terms of this Agreement;
- ii) Dishonour of any cheque(s), including post-dated cheques, given by the Allottee to the Developer, for any reason whatsoever;
- iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Developer, within such timelines as stipulated by the Developer and in terms of the Agreement;
Allottee fails to take possession of the Plot, within stipulated time mentioned in the Offer of Possession;
- i) Failure to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as may be demanded by the Developer, or its nominated Maintenance Agency, as the case may be;
- iv) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of Developer;
- v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
- vi) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee;
- vii) Any other breach of a provision under this Agreement by the Allottee.

13.4 In case of an event of default committed by an Allottee, the Developer will have

the following options at the sole discretion of the Developer:

- i) In case of default by the Allottee under the condition listed above continues for a period of 90 (ninety) days, the Developer shall be entitled, at its sole discretion, to cancel this Agreement and the allotment of the Plot, and refund the amount received from the Allottee after deducting the Earnest Money, Delay Payment Charges and Other Charges.
- ii) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Developer, and subsequently, the Developer chooses to cancel the allotment of the Plot, the Allottee shall have no lien or claim on the Plot and the Developer will be entitled to sell, convey or transfer the Plot to any party at its sole discretion without any reference or recourse to the Allottee. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Plot by the Developer, shall be refunded to the Allottee after deducting the Earnest Money, Delay Payment Charges and Other Charges, in terms of the Agreement within 90 days of such cancellation. On such default, the Agreement and any liability of the Developer under the same shall stand terminated, provided that, the Developer shall issue a termination notice at least 30 days prior to such termination.

13.5 The exercise of above remedies is without prejudice to the other rights of the Developer as stated hereunder:

- i) The Allottee agrees that upon default from his side the Agreement and the Allotment would be cancelled and the Developer will be released and discharged from all liabilities and obligations under this Agreement and the Allottee hereby authorizes the Developer that the Plot in the Project may be sold to any other party by the Developer or dealt with in any manner as the Developer may, in its sole discretion, deem fit as if this Agreement had never been executed.
- ii) The Allottee acknowledges that upon such cancellation of this Agreement and the Allotment, the Allottee shall have no right or interest in the Plot and the Developer shall stand released and discharged of all liabilities and obligations under this Agreement and the Allotment. The Allottee shall not be left with any right, title or interest or have any lien over the Plot in any manner whatsoever.

14. APPROVALS AND CONSTRUCTION ON THE PLOT

- (i) For the intents and purposes of developing the Project in a time bound manner, the Allottee shall commence construction of the house on the said Plot within 4 years from execution of the Conveyance Deed and/or in accordance with the provisions of the byelaws of the state government/ Authority, pursuant to the handover of the said Plot to the Allottee. In case the Allottee fails and or neglects to commence construction within the stipulated period, the Developer shall be entitled, but not obligated, to resume the Plot, refund the amounts paid by the Allottee without any interest after

deducting an amount equivalent to 10% of the Total Price. Thereafter, the Developer shall have the right to reallot the said Plot. The said covenant shall survive the execution of the Conveyance Deed.

- (ii) The Allottee undertakes and agrees that the development of the Plot and construction on the Plot shall be carried out strictly in accordance with the plans/nomenclature prepared by the Developer in accordance with the government approved zoning plan and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame and boundary walls, colour scheme of the outer walls or painting of the exterior side of the windows, or design etc.) of the building constructed by Allottee on the Plot shall be in accordance with the guidelines if any, provided by the Developer to the Allottee in this regard, which shall be scrupulously followed by the Allottee. The Allottee agrees and undertakes not to divide the Plot into two or more Plots or into self-contained flats and further not to cause or permit or suffer to be done upon the Plot or cause any encroachments on the adjoining plots, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighboring plots/property and the community as a whole.
 - (iii) The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits from concerned Authorities and/or third parties for the same on the Plot at the Allottee's sole costs and expenses. For this purpose, the Allottee undertakes to abide by all rules, bye-laws, notifications, circulars of the local Authorities and shall conform, abide by and adhere to the same at all times. If the Allottee fails to adhere to any such Applicable Laws prescribed in this regard, then the Allottee shall be solely held liable and responsible for any such violations and the Developer shall not be held liable in this regard in any manner whatsoever. The Allottee shall keep the Developer fully indemnified in this regard.
- 14.1 In the event the Allottee breaches all or any of the above terms, then the Developer shall have all the right to take appropriate legal action against the Allottee in law including but not limited to cancellation of this Agreement and the Conveyance Deed with respect to the Plot.
- 14.2 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits, occupation certificate from concerned Authorities in its own name and at its own costs and expenses. For this purpose, the Allottee undertakes to abide by all laws, rules, regulations, model building bye-laws, Haryana Building Code, 2017, notifications, circulars of the local authorities, terms and conditions of the Central / State Government, Haryana Urban Development Authority, Local Bodies/ Authorities, laws pertaining to environment, fire, explosive, ground water, direct and indirect taxation, etc., and shall conform, abide by and adhere to the same at all times.
- 14.3 The Allottee agrees and undertakes to pay 3% of the Total Price of the Plot as refundable Security Deposit to the Developer towards security against the damage to

- the roads, facilities, amenities, common areas and services constructed in the Residential Colony. This is in addition to the Total Price payable by the Allottee. The Security Deposit shall be payable before the handing over the possession of the Plot to the Allottee. The Allottee agrees and undertakes to be liable for any damage caused to any of the road, facilities amenities, common areas and services while constructing on his/her/its/ their Plot and agrees to either repair the damage caused to the full satisfaction of the Developer or pay for any damage caused to the road, facilities amenities, common areas and services. In the event the Allottee fails to repair the damage caused to the full satisfaction of the Developer or pay for the damage caused to the road, facilities amenities, common areas and services, then the Developer shall be entitled to recover a sum equivalent to the expenditure incurred for repair of the damage caused out of the Security Deposit made by the Allottee.
- 14.4 In the event of the Allottee's failure to pay the sums as stated in Clause 14.3 , then the Allottee hereby agrees and authorizes/ empowers the Developer to deduct from the Security Deposit a sum equivalent to 3% of the Total Price . The Developer, may, at its sole discretion, deduct from the Security Deposit such sums that are payable by the Allottee demanded as above by the Developer. The Allottee undertakes to and shall replenish, immediately on demand, any shortfall that might occur in the Security Deposit due deduction by the Developer on account of failure to pay the said amount as set out in Clause 14.3 above.
- 14.5 The Security Deposit, after making adjustment towards the cost of restoring the road, common area, facilities, amenities and services to its original condition , if any, and as stated in Clause 14.8 and subject to Clause 14.9 above, shall be refunded without any interest thereon, to the Allottee, only after the Allottee has obtained occupation certificate of the building constructed on the concerned Plot.
- 14.6 The Allottee shall also be permitted, as far as it is feasible and permitted under law, to combine or amalgamate/ merge two or more adjoining Plots, provided the Plots are owned by the Allottee and the Allottee obtains necessary approvals and permissions from competent authority. All expenses (including any costs, fees, levies, charges) shall be paid by the Allottee.
- 14.7 The Allottee agrees and undertakes to be liable for all acts, events, mishaps, omission and commission on account of any contractor, sub-contractor or their employees, staff, labour during the development and construction of building on the Plot. The Allottee further hereby indemnifies and shall keep the Developer and the Land Owners including their Directors, officers, employees and agents indemnified and harmless at all times against all losses, claims, damages, liabilities, litigation expenses, costs and expenses arising out of a breach of any of its acts, omission and commission, representation, warranty, obligations or covenants under this Agreement or any law or any loss, claim, damages, liabilities arising out of non-compliance/breach of applicable laws including but not limited to RERA, DTCP, Master Plan, building bye laws, Haryana Building Code, 2017, etc.
- 14.8 If the Allottee fails to adhere to any such laws, rules and regulations, building bye-laws etc., as stated in abovementioned clause, then the Allottee shall be solely liable and responsible for all or any consequences arising out of such defaults, breaches, violations and the Developer shall not be held responsible and liable in this regard in

any manner whatsoever. The Allottee shall keep the Developer and the Land Owners, its directors, employees, officers and agents fully indemnified in this regard.

- 14.9 The Allottee agrees that the Developer shall not be liable for any delay by the Government or any other authority in providing the services including but not limited to sector roads including 24 mts./60 mts., trunk sewage, storm water drainage, power supply, water supply etc.

15. MAINTENANCE:

- (i) The Developer shall be responsible to provide and maintain essential services in the Project/Residential Colony till the taking over of the maintenance of the Project/Residential Colony by the association of allottees. The cost of such maintenance has been included in the Total Price of the Plot. In the event the aforesaid association of allottees is not formed, then till the formation of such association, the Maintenance Charges will be paid by the Allottee from the handing over of possession of the Plot.
- (ii) The Allottee hereby agrees and undertakes to enter into a separate Maintenance Agreement. The Developer reserves the right to change, amend or modify the conditions set out in the Maintenance Agreement and also impose additional conditions in the Maintenance Agreement at the time of its final execution.
- (iii) The Allottee further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the common areas, utilities, facilities and amenities forming part of the Residential Colony/Project, after taking possession/deemed possession of the Plot. Further, the Allottee agrees and undertakes to pay in advance, along with the last instalment specified under Payment Plan, advance maintenance charges (AMC) equivalent to an estimated Maintenance Charges for a period of one years or as maybe decided by the Developer / Maintenance Agency at its discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.
- (iv) The Allottee agrees and undertakes that in case due to rise in cost of maintenance there is any shortfall in the amount of AMC, then such excess charge shall be paid by the Allottee on actuals as raised in the maintenance bills by the Developer/ Maintenance Agency from the date stipulated in the Offer of Possession on pro-rata basis irrespective of whether the Allottee is in actual possession of the Plot or not. In order to secure due performance by the Allottee in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Payment Plan and to always keep deposited with the Developer an IFMS, as applicable. In the event the Allottee fails and/or neglects to pay the maintenance bill, other charges on or before the due date, then in such an event the Allottee shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Developer shall also have the right to adjust unpaid amount against maintenance bills out of the security deposit.
- (v) In addition to the payment of the AMC to be paid by the Allottee, the Allottee agrees and undertakes to pay the Interest Free Maintenance Security (IFMS) of Rs.

_____ to be paid by the Allottee, at the time of Offer of Possession/ Date of Deemed Possession or on demand by the Developer. The Allottee hereby undertakes to deposit with the Developer, and to always keep deposited with the Developer, the Interest Free Maintenance Security, as applicable. In the event the Allottee fails or neglects to pay maintenance charges and other outgoings as demanded by the Developer, then the Developer shall recover from IFMS sums due including but not limited to the maintenance charges, amount payable to service providers/ third party vendors, management fee of the maintenance agency, property tax or levies and other outgoings that are liable to be paid, accrued or incurred by the Developer or the Maintenance Agency in respect of the Project. The IFMS or any balance amount left in IFMS after adjustment of the aforesaid, if any shall be refunded to the Allottee within 90 days from the date of complete transfer of the entire common areas, roads and facilities to Haryana Shahari Vikas Pradhikaran or any other competent authority as required under Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder.

- (vi) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said Maintenance Agency nominated by the Developer for performing such services.
- (vii) Notwithstanding anything contained in this Agreement or the Maintenance Agreement, the Allottee agrees that the Developer shall carry out the maintenance of common services, facilities and amenities pertaining to the Residential Colony / the Project and the Developer shall handover the responsibility of maintenance to the Maintenance Agency from the Date of Deemed Possession. The Allottee shall pay necessary charges for maintenance of common services and facilities as determined by the Developer or the Maintenance Agency, as the case may be, from time to time. It is clarified that the scope of maintenance and upkeep of various common services shall be described in the Maintenance Agreement. It is understood by the Allottee that the maintenance and insurance of individual Plot shall always remain the responsibility of the Allottee.
- (viii) The Maintenance Charges shall be informed at the time of Offer of Possession of the Plot to the Allottee. It is further agreed and acknowledged by the Allottee that the Maintenance Charges to be paid by him in respect of the maintenance services shall be payable by the Allottee as per the bills of the Maintenance Agency as stated hereinabove from the Date of Deemed Possession of the Plot by the Developer in favour of the Allottee.
- (ix) The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills, and charges as may be raised by the Maintenance Agency from time to time.
- (x) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said Maintenance Agency nominated by the Developer for performing such services.
- (xi) In case of the failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Developer to deny

him/her the right to avail the maintenance services authorizes the Developer to adjust the principal amount of the IFMS against such defaults in the payments of the maintenance bills. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum, the Allottee further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Developer, failing which it shall be treated as an event of default by the Allottee. It is further clarified and agreed and acknowledged by the Allottee that the Developer shall always have the right to set off any payment or dues, due and payable by the Developer to the Allottee from the IFMS. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Developer shall have the first charge/lien on the Plot in respect of such non-payment of shortfall/increases as the case may be.

- (xii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Maintenance Agency appointed by Developer. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The electricity, water and sewer connection charges and security deposit (if any) shall be borne and paid by the Allottee. The Allottee undertakes to pay additionally to the Developer/Maintenance Agency / competent authority, on demand the actual cost of the electricity, water consumption charges, sewage charges and/or any other charge which may be payable in respect of the Plot.
- (xiii) The Allottee agrees and undertakes to pay all such amounts, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line in respect of the Project as demanded by the Developer and/or the Maintenance Agency or competent authority from time to time. Subject to the forgoing, the Allottee shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to the State Electricity Board or any other electricity supply Developer in his individual capacity for receiving any additional load of electricity other than that being provided by the Maintenance Agency.
- (xiv) The Allottee in his/her interest agrees to help the Maintenance Agency in effectively keeping the Plot / Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Project. Provision of such entry regulation would not create any liability of any kind upon the Developer/ Maintenance Agency for any mishaps caused by any miscreants.

16. DEFECT LIABILITY:

- i) It is agreed that in case any major defect in workmanship, quality or provision of services directly attributable to the Developer's obligations in this Agreement, relating to the development of the Plot is brought to the notice of the Developer within a period of 5 (five) years from the Date of Deemed Possession of the Plot, it shall be the duty of the Developer to rectify such defects without further charge,

and in the event of Developer's failure to rectify such defects within a reasonable time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act. Provided that the Developer shall not be liable for any structural defect or any major defect in workmanship, quality or provision of services induced by the Allottee(s) by means of carrying out structural or architectural changes from the original specifications/ design.

- ii) The Allottee(s) also agree that the Developer shall not be responsible in cases (i) where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person; (ii) where such defects are made or brought about by the Allottee(s) by means of carrying out structural/architectural changes from the approved Building layout plans of the Allottee(s); and/or (iii) where the defects are the result of ordinary wear and tear in due course or which are result of failure by the Authorities to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Project shall not be covered under defect liability

17. RIGHT TO ENTER THE PLOT:

The Developer/Maintenance Agency/ competent authority shall have right of access to the/ common areas, parking spaces, facilities etc., for providing repair and maintenance services at any time during day and night. The Allottee(s) agrees to permit the Developer/Maintenance Agency to enter into the Plot or any part thereof, under normal circumstance, at any time after due notice in writing with a view to carry out the maintenance of common services, facilities and amenities and to set right any defect therein. However, the Developer shall have right to enter into the Plot without any prior notice or intimation, if the circumstances so warrants, to carry out the maintenance of common services, facilities and amenities and to set right any defect therein. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such actions as it may deem fit.

18. PERMITTED USE OF THE PLOT

- 18.1 The Allottee(s) understands and agrees that the permitted use of the Plot is for residential purposes only and is strictly for purpose provided under this Agreement and Applicable Law. The Allottee(s) further agrees and undertakes that the Allottee(s) shall not use the Plot for commercial or illegal or immoral activities or for storing hazardous substances. Further, the Allottee(s) agrees that he / she / they / it shall not use the Plot or building constructed thereon for any illegal / unauthorized / immoral activity and / or in any manner that may cause nuisance or annoyance, interference to the occupants/ owners of the other Plots or in any manner interfere with the use of roads or amenities available for common use in the Project. The Allottee(s) hereby indemnifies the Developer against any penal action, damages or loss due to misuse of the Plot for which the Allottee(s) shall be solely responsible;
- 18.2 The allotment of the Plot made to the Allottee(s) is subject to the Allottee(s) using the Plot for the specific usage / purposes only it has been allotted. The Allottee(s) hereby agrees and acknowledges that the Plot shall be used for the specified purpose as

mentioned in this Agreement and in case the Allottee(s) does not use or breaches the terms of the usage of the Plot, then the Developer shall have all the right to take appropriate legal action against the Allottee(s) as available in law including but not limited to prevention of usage of the Plot, filing of complaint against the Allottee(s) with competent authority(ies), etc. The Allottee(s) hereby agree and confirm that he / she they shall not raise any objection to the same. The Allottee(s) shall be solely liable for acts of omission and commission with respect to the Plot and will take all precautions to prevent any kind of misuse or hazard.

- 18.3 The Allottee(s) hereby indemnifies the Developer against any action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible.

19. COST AND EXPENSES

- 19.1 The Allottee(s) agrees and undertakes to pay all additional amounts, including but not limited to any additional costs, expenses, deposits, charges for bulk supply of electrical energy, installment of additional transformers, sub-stations or any transmission line as required by the Allottee(s), subject to approval by competent authority, in respect of the Said Plot of the Allottee(s), as demanded by the Developer and/or the Maintenance Agency from time to time.
- 19.2 The Allottee(s) acknowledges that the Developer shall be carrying out developmental/ construction activities now and for many years in future in the entire area falling outside the Project on other land parcels and that the Allottee(s) shall not raise any objection or make any claims or default in making payment on time as stipulated in schedule of payment in 'Annexure -III' on any account whatsoever, including inconvenience, if any, which may be suffered by the Allottee(s) due to such developmental/ construction or its incidental/ related activities.

20. AGREEMENT SPECIFIC ONLY TO THE PLOT

The Allottee(s) agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Plot and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), forum (s) involving any other apartment(s)/project(s) of the Developer or its associates/subsidiaries, or partnership firms in which the Developer is partner or interested.

21. LOAN/FINANCE

The Developer shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the Project/Scheduled Land subject to the condition that the Plot shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee(s).

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

- i) The Allottee(s) further undertakes, that the Allottee(s) shall not store any hazardous or combustible goods in the Plot or in the Building constructed or place any heavy material in the Common Area of the Residential Colony/Project.
- ii) The Allottee(s) undertakes and confirms to carry on construction of the Building on the Plot strictly in accordance with the Haryana Building Code, building bye-laws and rules as prescribed by the competent authorities from time to time and in force. The Allottee(s) further undertakes to follow the relevant municipal bye-laws if any and rules as may be applicable from time to time over the Project.
- iii) The Allottee(s) agrees and undertakes to grant the right of entry to the Project manager or to any other person authorized by the Developer in the event of any emergency situation originating from or threatening the Plot or any building thereon whether the Allottee(s) is present at the time or not, at the spot.
- iv) The Allottee(s) agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Project/Residential Colony. Further, the Developer shall have the right to display its name and logo on the Project/Residential Colony or any part of the Project, as it may deem fit and the Allottee(s) shall not raise any objections in this regard.
- v) The Developer shall provide power backup facility to the Residential Colony / Project subject to timely payment of Maintenance Charges up to a maximum load requirement as prescribed under the applicable law of for the Plot. It is, however, accepted by the Allottee(s) that for any additional load increase requirement, the Allottee(s) shall request the Developer, and the Developer shall at its sole discretion may provide for the same, provided that the capital as well as running cost, as intimated by the Developer from time to time, shall be borne by the Allottee(s). Further, the said power back up facility is an additional feature and the Allottee(s) herein shall not claim any loss /damage, whether direct or consequential, from the Developer in the event of default on the part of the maintenance agency / association of owners/ body providing the same or continue to provide the same. In the event the Allottee(s) requires any further power back up for its appliances/equipment, the Allottee(s) at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Plot. The said power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee(s) accepts that it shall not claim any damage/loss whether direct or consequential from the Developer/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer/Maintenance Agency/any other body providing the same.
- vi) The Allottee agrees and understands that the Allottee shall abide by the community rules and regulations ("**Community Rules and Regulations**") for the residents and visitors to the residential colony made by the Developer from time to time, which the Developer may, from time to time, amend in its sole and absolute discretion. The Community Rules and Regulations shall be made available by the Developer at the time of possession of the Plot to the Allottee and shall be binding on all the allottee(s) in the Project. The Developer shall have a right to from time to time amend and update the Community Rules and Regulations. It shall be obligatory for all the Allottee to

abide by the Community Rules and Regulations which are incorporated as part and parcel of this Agreement. In the event that the Allottee infringes or violates any of the Community Rules or Regulations, the Developer shall at its sole discretion have a right to impose such restrictions and take whatever remedial action that the Developer may at its sole discretion think fit in the circumstances of the infringement or violation.

vii) In case of a club in the Residential Colony becoming functional, and keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors effecting the running, maintenance and upkeep of the club, the Allottee(s) shall pay charges as prescribed from time to time by the Company/ Maintenance Agency and agree to abide by the rules and regulations formulated by the Company/ Maintenance Agency for proper management of the club. The Allottee(s), in order to obtain membership for the club shall be required to pay club Membership Registration Charges ("CMRC") for availing membership of the club along with all other applicable charges to the Developer/or its nominated agency and agree to abide by the rules and regulations formulated by the Developer/ Maintenance Agency for proper management of the club.

viii) The Allottee agrees and understands that all such areas, facilities and amenities falling outside the Plot/Project, shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favor of any third party by way of sale, transfer, lease or any other mode which the Developer may deem fit, at its sole discretion.

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

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

24. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY:

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee obligation to purchase the Plot and making of all payments pursuant to this Agreement shall not be contingent on the Allottee ability or competency to obtain such financing, and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Plot. Further, any refusal / delay by bank/ financial institution in granting financial assistance and /or disbursement of loan or subsequent instalment, on any ground whatsoever, shall not entitle the Allottee to use it as an excuse for delaying or defaulting in making the payment of instalment which have fallen due and any such delay in making the payment of the instalment as per the Payment Plan, shall make the Allottee liable to pay the applicable interest as time is the essence of this Agreement.

Further, in case the Allottee seeks to cancellation of his allotment on the above mentioned ground by way of written request, the Developer will refund his money after deducting the Earnest Money, the interest against the delayed payment, if any, and brokerage/ commission, taxes, cess, fee etc., paid if any, by the Developer for such booking subject to condition that equivalent amount comes from the next purchaser as

the amount may have been gone into the construction or subject to the provisions of the escrow account as per Real Estate Act without affecting the ongoing construction / development of the project.

25. ASSIGNMENT:

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

26. COMPLIANCE WITH THE ACT:

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

27. BINDING EFFECT:

- i) Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee of this Agreement; and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer.

- ii) If the Allottee fails to execute and register this Agreement and/or fails to appear before the Sub-Registrar for its registration within 30 (thirty) days from the date of intimation, then the Developer shall serve a notice to the Allottee for execution and registration of this Agreement and the Allottee shall within 60 (sixty) days from the date of its receipt of such notice by the Allottee shall execute and register this Agreement. If, however, the Allottee, after being given opportunity to execute and register this Agreement as per the notice served upon the Allottee, does not come forward or is incapable of executing and registering this Agreement, then in such a case, the Developer shall have the option to cancel the allotment and forfeit the application money and refund the balance amount, if any to the Allottee.

28. ENTIRE AGREEMENT:

- i) This Agreement along with the preamble, recitals and all its annexures, schedules (if any) is the only Agreement touching upon the purchase of the Plot by the Allottee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the Parties.

29. RIGHT TO AMEND:

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

31. WAIVER NOT A LIMITATION TO ENFORCE:

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

32. SEVERABILITY:

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

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

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

34. FURTHER ASSURANCES:

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

35. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the Agreement shall be registered at the office of the Sub-Registrar at Gurugram (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Gurugram.

36. NOTICES:

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

- (d) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

- (ii) The notice details of each of the Parties for the purposes of this Agreement:

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

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

37. JOINT ALLOTTEE(S):

That in case there are Joint Allottee(s) all communications shall be sent by the Developer to the Allottee(s) 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 Allottee(s).

38. INDEMNIFICATION:

- (i) The Allottee(s) hereby undertakes to keep and hold the Developer indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Developer or made or taken against the Developer, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee(s) or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or willful misconduct, or due to non-compliance violations or non-compliance of any Applicable Laws in respect of compliance of the terms of this Agreement or otherwise. The Allottee(s) shall be solely responsible for any eventuality, casualty, mishap, non-compliance or non-observance of any building safety bye-laws or guidelines or any safety measures, or due to negligence or otherwise while carryout any construction activity on the Plot. The Allottee(s) hereby undertakes to indemnify the Developer and keep the Developer, its directors, officers, employees, authorized representatives, etc., harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Developer or made or taken against the Developer, which are directly or indirectly arising out of such any eventuality, casualty, mishap, non-compliance or non-observance of any building safety bye-laws, Haryana Building Code or guidelines or any safety measures or due to negligence or otherwise while carryout any construction activity on the Plot.

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

39. COUNTERPARTS:

One original set of this Agreement shall be executed by the Allottee(s) and the Developer and shall be registered with the office of the concerned sub-registrar/competent authority. A certified copy of the original Agreement may be obtained from the office of the sub-registrar / competent authority by the Developer and handed over to the Allottee(s) upon its registration.

40. GOVERNING LAW AND 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 the adjudicating officer appointed under the Real Estate Act.

All or any disputes arising out of or in connection with this Agreement which are not within the scope and purview of Real Estate Act, shall be settled amicably by mutual discussion, failing which, the same shall be referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Gurugram, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Developer.

41. SAVINGS:

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

42. LAWS OF INDIA

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

43. JURISDICTION

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

[Execution page follows]

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

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

<p>Passport Size Photograph</p> <p>(First/Sole- Allottee)</p>

<p>Passport Size Photograph</p> <p>(Second- Allottee)</p>

<p>Passport Size Photograph</p> <p>(Third- Allottee)</p>
--

Signature (of the first /Sole Allottee):	Signature (of the Second Allottee):	Signature (of the Third Allottee):
Name:	Name:	Name

Signed and Delivered by the within named Developer in the presence of witness at Gurugram on [•]

For and on behalf of Emaar India Limited

Name:

Signature:

Designation:

For and on behalf of Land Owners

Name:

Signature:

Designation:

Witnesses:

Signature

Name:

Address

Witnesses:

Signature

Name:

Address

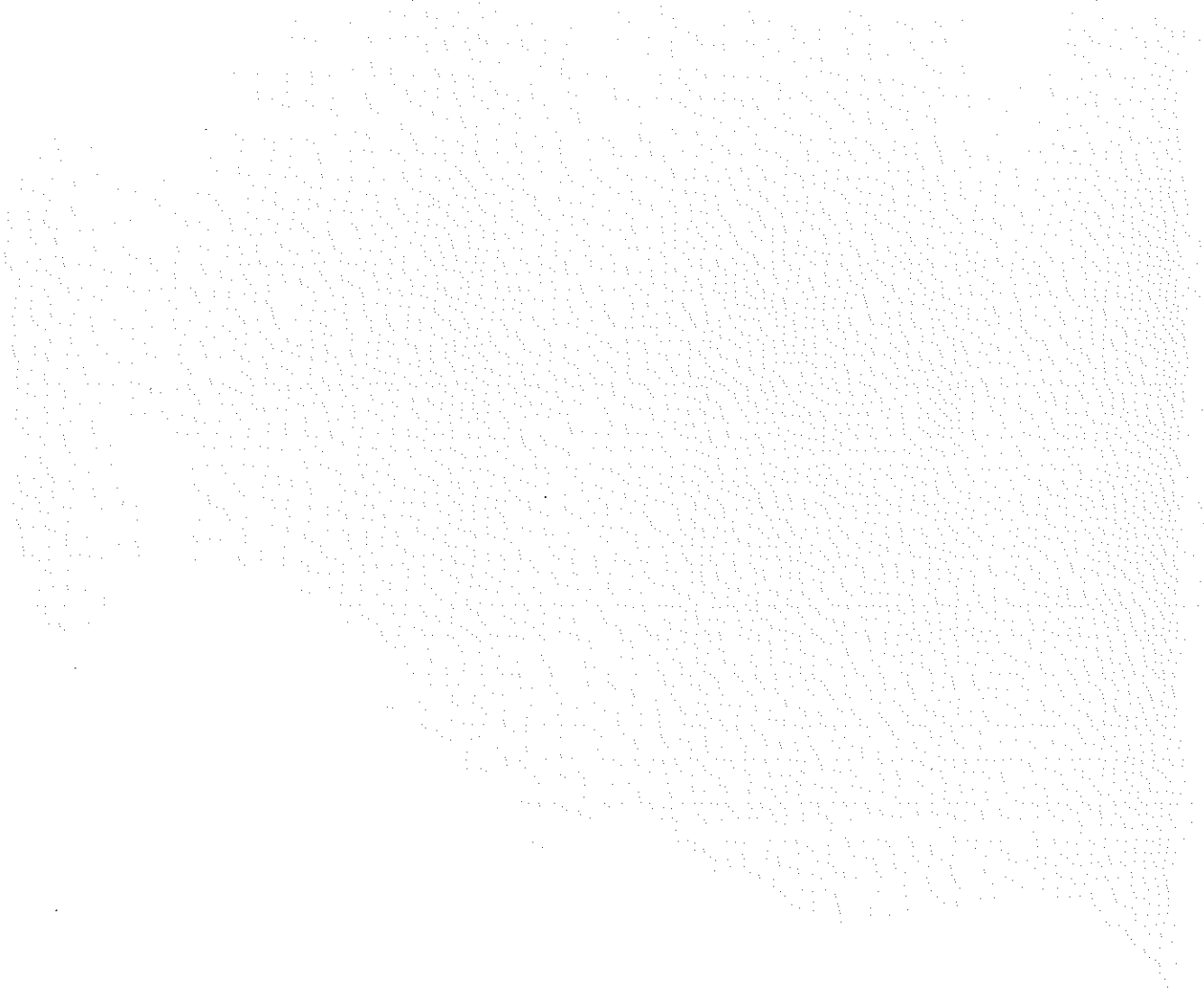
'Annexure -I'

DETAILS OF LANDHOLDINGS OF THE LAND OWNERS

'Annexure -II'

APPROVED PROJECT LAYOUT PLAN

PROJECT LAY OUT MAP



'Annexure -III'
PAYMENT PLAN

'Annexure -IV'
COMMON AREAS OF THE RESIDENTIAL COLONY

'Annexure -V'
MEMBERSHIP APPLICATION FORM

Date: _____

Name:

Address:

The Secretary

The _____ Association

Sector _____, Gurgaon

Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into a Buyer's Agreement with Emaar India Limited to purchase a plot bearing no. _____ situated in block/Sector _____, in the Project known as "Marbella" alongwith.

I/We request to be enrolled as member of Marbella Owners Association and I/We herewith remit a sum of Rs. _____/- (Rupees _____ only) through cash/cheque bearing no. _____ dated _____ drawn on _____ bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the owners association. We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You

Yours Sincerely

(_____)

Member

