

**PROFORMA OF THE
APPLICATION
FORM,
ALLOTMENT
LETTER,
AGREEMENT FOR
SALE AND
CONVEYANCE
DEED**





COLONNADE



Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated areas in the Application form towards all mentioned below categories:

Resident of India:

- Copy of PAN Card
- Photograph in all cases
- Any other document/ certificate as may be required by the Company
- Residence proof

Partnership Firm:

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

Private Limited Company

- Copy of the PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application Form to lease property, on behalf of the Company

Hindu Undivided Family

- Copy of PAN Card of HUF

NRI/ Foreign National of Indian Origin:

- Copy of the Individuals Passport

- In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Allottee
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.





COLONNADE

APPLICATION FORM FOR BOOKING OF COMMERCIAL UNIT ON A PERPETUAL LEASE
BASIS IN "COLONNADE" AT SECTOR 66, GURGAON, HARYANA ("Application").

Application No. _____

Date _____

Emaar MGF Land Ltd.

28, Kasturba Gandhi
Marg, New Delhi 110
001.

Dear Sir,

I/We wish to express my/our interest for booking of a commercial/retail unit (hereinafter referred to as the "Commercial Unit") on perpetual lease basis in your forthcoming project viz. "Colonnade" situated at Sector-66, Gurgaon, Haryana, ("the Project") for a total lease premium ("Total Lease Premium") (defined hereunder) under the Down Payment Plan/Construction Linked Payment Plan ("Payment Plan") (annexed herewith).

I/We hereby remit a sum of Rs. _____ (Rupees
_____ only) vide Cheque/No(s)
_____ dated _____ drawn on _____
_____ in favour of "Emaar MGF Land Ltd. - A/c Colonnade" as the booking amount (i.e.
constituting 10%¹ (Ten) of the Total Lease Premium) which shall constitute as the earnest money ("Booking
Amount").

Notwithstanding anything contained herein, I/We hereby acknowledge and understand that by virtue of this Application, (i) I/We am/are solely Applicant(s) for booking the Commercial Unit; and (ii) the Commercial Unit has not been allotted, given on lease, sold or otherwise transferred by the Company. I/We agree and understand that this Application does not constitute any offer or registration of expression of interest ("EOI") or definitive allotment or any agreement to lease and I/we do not become entitled to the provisional and/or final allotment of the Commercial Unit on lease notwithstanding the fact that Emaar MGF Land Ltd. ("Emaar MGF Land Ltd./Company") may have issued a receipt(s) in acknowledgement of the money tendered by me/us as Booking Amount to the Company with this Application.

2

I/We understand that this Application merely expresses my/our intent to book the Commercial Unit, on perpetual lease, and in no way shall be construed as an allotment. I/We agree that the Application shall become definitive only after the due acceptance of the same by the Company, in writing, and shall be subject to the terms and conditions stipulated by the Company at the time of such acceptance.

¹ L&S: Please note that in terms of RERA Act and the draft Haryana rules, a Developer cannot accept booking amount over and above 10% of the total cost. Accordingly, please ensure that the booking or registration amount does not exceed such amount.

² L&S: The building plans needs to be sanctioned and RERA registration should have been obtained prior to the stage of application. However, in the event the same are not in place and the Company wishes to still proceed, such information will have to be disclosed at the time of registration under RERA and at the time of giving application of booking to prospective applicants.

In the event of the Company accepting my/our Application to provisionally allot a Commercial Unit on perpetual lease, I/ we agree to pay all further installments towards the Total Lease Premium (as defined below) and all other monies/dues as stipulated in the Payment Plan along with this Application and explained to me by the Company and fully understood by me /us.

I/We agree to execute all the documents in the standard format provided by the Company as and when necessary for the creation of EOI and subsequent allotment of the Commercial Unit in the upcoming Project and shall strictly adhere to all such terms and conditions stipulated by the Company from time to time.

The said Commercial Unit shall be deemed to be allotted to me only after I/we execute the agreement to lease in the standard format provided by the Company ("Agreement") after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and the legal implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of the Company as set forth in the Agreement.

I/We agree that the Agreement shall not be binding upon the Company until executed by the Company.

I/We agree that the registration of EOI and subsequent allotment of Commercial Unit on perpetual lease is at the sole discretion of the Company and in case the Commercial Unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in a court of law and the Booking Amount deposited by me/us, herein, shall be refundable to me/us without any interest within 30(thirty) days from the date of notice regarding rejection of my/ our Application for registration of EOI.

I/We agree that the allotment of the Commercial Unit shall become final and binding upon the Company only after the acceptance by it of the signed Agreement within a period of 30(Thirty) days from the date of its dispatch by registered post, together with all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the Payment Plan. If I/We fail to execute the required documents and deliver to the Company within the timelines prescribed by the Company, then my/our Application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with/to the Company shall stand forfeited, without any notice/reminders.

I/We have gone through the above and the attached terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

X
Signature of Sole/First Applicant

X
Signature of Third Applicant (if any)

X
Signature of Second Applicant (if any)



PERSONAL DETAILS FORM

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

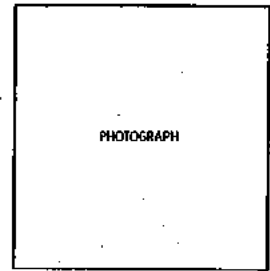
Telephone Mobile

Fax

Email Age

Residential Status (Tick one) Resident ☐ NRI ☐ PIO ☐ Passport No.

Income Tax Permanent Account No. Nationality



Second Applicant

Son of/Daughter of/Wife of

Mailing Address

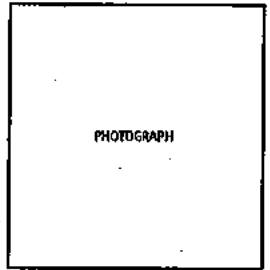
Telephone Mobile

Fax

Email Age

Residential Status (Tick one) Resident ☐ NRI ☐ PIO ☐ Passport No.

Income Tax Permanent Account No. Nationality



Third Applicant

Son of/Daughter of/Wife of

Mailing Address

Telephone Mobile

Fax

Email Age

Residential Status (Tick one) Resident ☐ NRI ☐ PIO ☐ Passport No.

Income Tax Permanent Account No. Nationality



DETAIL OF COMMERCIAL UNIT REQUIRED FOR BOOKING

Unit No. _____ Floor _____ having Carpet Area of Commercial Unit approximately (in sq. ft.) _____ or (in sq. mtr.) _____ and super area of approximately (in sq. ft.) _____ or (in sq. mtr.) _____ in the building along with pro rata share in the common areas and _____ Parking Space(s) No(s). _____ admeasuring _____ square feet

TOTAL LEASE PREMIUM FOR COMMERCIAL UNIT³

- Basic lease premium at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;
- EDC, IDC and any interest thereon, as applicable, amounting to Rs. _____/-, and Rs. _____/-, respectively;
- PLC, if applicable; at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;
- Charges towards right to use¹ (one) parking space⁴ at Rs. _____/-;
- Charges towards Common Area of Rs. _____/-;
- Maintenance Charges: As per Clause 14 of the Application, as applicable;
- Taxes and Cesses: As applicable.

PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

Note: 1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "Emaar MGF Land Ltd. - A/c Colonnade" payable at New Delhi.

2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.

3. For Non-Residents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said Commercial Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our Application for booking of the Commercial Unit to the Company is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Company shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)



**Booking of Commercial Unit
FOR OFFICE USE ONLY**

Application: Accepted/Rejected

Unit No. _____ Floor _____ having carpet area of Commercial Unit approximately (in sq. ft.) _____ or (in sq. mtr.) _____ and super area of approximately (in sq. ft.) _____ or (in sq. mtr.) _____ in the building along with pro rata share in the common areas and _____ Parking Space(s) No(s). _____ admeasuring _____ square feet

• Total Lease Premium: As per components stipulated above.

• Payment

Plan

• Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details

• Special

Instructions/Remarks

Signature (Receiving Officer)

Signature (Inventory)

Business Development
Associate's Seal

X

BROAD TERMS AND CONDITIONS FOR BOOKING OF A COMMERCIAL UNIT ON PERPETUAL LEASE BASIS IN THE PROJECT

Terms & Conditions forming part of the Application for booking of a Commercial Unit for lease in the upcoming Project of Company

I. Definitions and Interpretation:

In this Application, 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 and/or as specified in the Agreement.

"Act" shall mean the Real Estate (Regulation & Development) Act, 2016 including the Haryana State Rules and Regulations framed thereunder.

"Agreement" shall mean the Agreement to Lease which will be executed as per the standard format of the Company.

"Applicant(s)" shall mean the applicant, applying for booking of the said Commercial Unit for lease whose particulars are set out in this Application and who have appended their signatures on each page, as acknowledgement of having agreed to the terms and conditions of this Application.

"Application" shall mean this application for booking of Commercial Unit for lease in the Project along with the terms and conditions contained herein in Annexure- I.

"Annual Lease Rent" shall mean the recurring annual rental payable for the said Commercial Unit annually, after the Lease Deed for the said Commercial Unit has been executed and registered.

"Carpet Area" shall mean the net usable floor area of the Commercial Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Unit.

For the purpose of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be and if applicable, which is appurtenant to the net usable floor area of the Commercial Unit, meant for the exclusive use of the Applicant (successful allottee); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Commercial Unit, if applicable meant for the exclusive use of the Applicant (successful allottee);

"Complex" means the 2.25 acres colony being developed by the Company by the name of "Colonnade", situated at Sector- 66, in the Urban Estate of Gurgaon, District Gurgaon, Haryana and where the said Commercial Unit and other components of the Project are located.

"Commercial Unit" means the specific commercial space applied for by the Applicant in the Complex along with exclusive right to use one car park, details of which have been set out in this Application.

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

"Earnest Money" shall mean 10% of the Total Lease Premium to be paid by the Applicant as per the Payment Plan.

"EDC" means the external charges levied or leviable on the Complex/ Land/ Commercial Unit (by whatever name called or in whatever form) by the Government of Haryana or any other authority now or in future.

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

"IDC" means the internal development charges levied or leviable on the Complex/ Land/ Commercial Unit (by whatever name called or in whatever form) by the Government of Haryana or any other authority now or in future.

"Land" means the land admeasuring 2.25 acres in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon, Haryana.

"Lease Deed" means the deed of lease which shall convey title of the Commercial Unit in favour of the Applicant(s) (successful allottee) for a period of 99 years, in accordance with this Agreement.

"Maintenance Agency" means the Company or association of Applicants (successful allottee) or such other agency/ body/ entity, to whom the Company may handover, the maintenance and who shall be responsible for providing the maintenance services within the Project.

"Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Agreement.

"Payment Plan" means the lease premium schedule as may be provided by the Company at a later stage, providing details & Total Lease Premium of the said Commercial Unit.

"Perpetual Lease" means a Lease for 99 years renewable at the option of the Lessee on the Lessee complying with all the terms and conditions of Agreement to Lease and Lease Deed.

"PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Applicant (successful allottee) in case the Commercial Unit allotted to the Applicant (successful allottee) is preferentially located.

"Possession Notice" shall have the meaning ascribed to in Clause 12 below.

"Project" means the Complex under the name of "Colonnade", on the Land being developed by the Company situated at Sector- 66, in the Urban Estate of Gurgaon, District Gurgaon, Haryana.



"Taxes" shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future..

"Total Lease Premium" shall comprise of the components as stated above in the Total Lease Premium for Commercial Unit.

II. Terms:

The terms and conditions given below are only indicative to enable the Applicant to acquaint himself with the terms and conditions which shall be comprehensively set out in the Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Agreement.

1. The Applicant(s) has(ve) made this Application for the booking of a Commercial Unit on Perpetual Lease with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the Land/ Complex/ Commercial Unit and have been fully understood and agreed by the Applicant(s).
2. The Applicant(s) has(ve) satisfied himself about the interest and right of the Company in the Land on which the said Commercial Unit is being constructed and has fully understood all limitations and obligations in respect thereof. The Applicant has seen the project site, building plans, licenses, ownership records, etc. of the Land and other documents relating to the title and competency of the Company to enter into the arrangement aforesaid with the Company and is satisfied with the same.
3. The Applicant (successful allottee) agrees to pay the Total Lease Premium for the Commercial Unit, the Annual Lease Rent and any other charges as may be stipulated in the Application/Agreement. It is further understood by the Applicant (successful allottee) that the calculation of all the charges applicable shall be more clearly defined in the Agreement and upon execution of the Agreement, the method of payment stated therein shall become binding upon the parties to the Agreement.
4. The Total Lease Premium above includes the Booking Amount paid by the Applicant(s) to the Company towards the Commercial Unit. Further, the Total Lease Premium above includes Taxes (consisting of tax paid or payable by the Company) up to the date of handing over the possession of the Commercial Unit to the Applicant (successful allottee) and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the occupation/completion certificate. Provided that in case there is any change or modification in the Taxes, the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased or reduced based on such change or modification. Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act, the same shall not be charged from the Applicant (successful allottee).
5. The Total Lease Premium includes recovery of price of land, construction of not only the Commercial Unit but also the common areas, IDC, EDC, PLC, cost of fixtures, Taxes, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, Maintenance Charges as per Clause 14, power backup etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Unit and the Complex, as applicable.
6. The Total Lease Premium is escalation-free, save and except increases which the Applicant (successful allottee) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant (successful allottee) for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant (successful allottee), which shall only be applicable on subsequent payments. Provided that if

there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the Act, the same shall not be charged from the Applicant (successful allottee).

7. The Applicant(s) understand and agree that in the event of reduction in the Carpet Area, the Company shall refund the excess amounts paid by the Applicant(s) (successful allottee) within 45 (Forty Five) days along with interest at the rate of Delay Payment Charges, from the date when such excess amount was paid by the Applicant(s) (successful allottee). The Applicant(s) (successful allottee) further agree that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Application and the Agreement, the Company shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
8. The Company has made clear to the Applicant (successful allottee) that it shall be carrying out extensive developmental/construction activities as it may deem fit in future in the entire area falling outside the Commercial Unit, the Project and that the Applicant (successful allottee) has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. The Company relying on this specific undertaking of the Applicant (successful allottee) in this application may provisionally/finally agree to allot the Commercial Unit and this undertaking shall survive throughout the occupancy of the Commercial Unit by the Applicant (successful allottee), his/her legal representatives, successors, administrators, executors, assigns etc.
9. The Commercial Unit applied for, along with the building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Commercial Unit owner in the common areas and facilities, as specified by the Company in the declaration which shall be made by the Company in compliance of Haryana Apartment Ownership Act 1983, shall be conclusive and binding upon the lessees/owners of the Commercial Unit(s) and the Applicant (successful allottee) confirms that his right, title and interest in the concerned Commercial Unit /building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant (successful allottee) that the declaration required to be made in compliance of Haryana Apartment Ownership Act, 1983, shall be in strict consonance with other the clauses contained herein.
10. The Applicant(s) (successful allottee) has(ve) seen and accepted the plans, designs, specifications and the Applicant(s) is/are making Application for booking with the full knowledge about the building plans, proposed specifications, location of the Commercial Unit, buildings, floor plans and other such terms and conditions. The Applicant(s) has(ve) also seen the specifications and information as to the material to be used or the construction of the Commercial Unit, and the Company may make such variations, modifications, changes, deviations, revision and /or any amendment therein to the extent permitted under the Act or as may be directed by any competent authority. The Applicant(s) has(ve), in token of his/her/their/its acceptance of various lay-out plans of the said Commercial Unit to be situated in the building/ Complex and specifications, signed and executed the Annexures attached, which forms part and parcel of this Application and shall also form a part of the Agreement.
11. ⁵The Applicant(s) (successful allottee) agrees that he/she/they/it shall pay the Total Lease Premium of the Commercial Unit and such other charges calculated on the basis of the Carpet Area as may be stipulated in the Application/Agreement. It is further understood by the Applicant(s) (successful allottee) that the calculation of Carpet Area of the Commercial Unit shall be more clearly defined in the Agreement.



12. Upon receipt of the occupancy certificate, the Company shall issue a written notice ("Possession Notice") to the Applicant (successful allottee) offering the possession of the Commercial Unit to be taken within two months from the date of issue of occupancy certificate. Upon receiving the Possession Notice from the Company, the Applicant (successful allottee) shall take possession of the Commercial Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Commercial Unit to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay Maintenance Charges.
13. Subject to any Force Majeure Event, the Company assures to hand over possession of the Commercial Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____. If, however, the completion of the Project is delayed due to the Force Majeure Event then the Applicant (successful allottee) agrees that the Company shall be entitled to the extension of time for delivery of possession of the Commercial Unit, provided that, such Force Majeure Events are not of a nature which make it impossible for the contract to be implemented. The Applicant (successful allottee) agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure Events, then the allotment (if any) shall stand terminated and the Company shall refund to the Applicant (successful allottee) the entire amount received by the Company for the allotment within 45 days from that date. The Company shall intimate the Applicant (successful allottee) about such termination at least 30 days prior to such termination. After refund of the money paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Application/ Agreement.
14. That the Applicant(s) (successful allottee) upon offer of possession of the Commercial Unit, agrees to enter into a separate Maintenance Agreement with the Company or any other nominated Maintenance Agency or other body as appointed by the Company from time to time for the maintenance and upkeep of the common areas and common services of the said Project and the Applicant(s) (successful allottee) undertakes to pay the Maintenance Charges for maintaining the various services and facilities at the rate determined by the Company or its nominated Maintenance Agency. In order to secure adequate provision of the maintenance services and due performance of the Applicant (successful allottee) in paying promptly the Maintenance Charges and other charges as raised by the Maintenance Agency, the Applicant (successful allottee) agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company/association of allottees/ Maintenance Agency, IFMS. In case the Applicant (successful allottee) fails to pay any Maintenance Charges then (a) the Applicant (successful allottee) shall be liable to pay an interest at the rate of [●], and/ or (b) the amount of such Maintenance Charges, Interest etc. shall be first adjusted from the maintenance security and if the IFMS falls below the agreed sum of Rs. _____ per sq ft. approx of the Carpet Area of the Commercial Unit, then the Allottee(s) hereby undertakes to make good the resultant shortfall within [●] days of the due date of the defaulted Maintenance Charges. It is made specifically clear and it is so agreed by and between the Parties that this part of the Application relating to IFMS as stipulated in this Clause shall survive the conveyance of title in favour of the Applicant (successful allottee).
15. The Applicant(s) agrees that out of the amount(s) paid/payable by him/her/them/it towards the Total Lease Premium, the Company shall treat the Booking Amount as the earnest money to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in the Agreement.
16. The Applicant(s) has fully understood and agrees that in case the Applicant(s) (successful allottee) withdraws or surrenders his allotment of the Commercial Unit for any reason whatsoever at any point of time, for no fault of the Company, then the Company shall deduct the Booking Amount along with Delay Payment Charges and will refund the balance amount, if any, to the Applicant(s) (successful allottee) within 45 (forty-five) days of the cancellation of the allotment of the Commercial Unit⁶.

16. The Applicant(s) (successful allottee) agrees to pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Agreement and the Lease Deed of the said Commercial Unit in favour of the Applicant(s) (successful allottee) which shall be executed and got registered upon receipt of the Total Lease Premium from the Applicant(s) (successful allottee), other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) (successful allottee) in respect of the said Commercial Unit allotted to him/her/them.
17. It is clarified that the Complex is located on the Metro corridor and the Government of Haryana, vide notification dated 09/02/2016 has accorded sanction for increased FAR for the areas along MRTS corridors to 3.5. The Applicant agrees and understands that the Company has applied for the increased FAR and proposes to use the increased FAR on its sanction and shall then submit revised layout/building plans in terms of the sanctioned increased FAR and the Applicant shall not raise any objection to the same. The Company shall have the absolute right to make additional construction anywhere in the Project, whether on account of increase in FAR or better utilization of the land or for any other reason whatsoever to the extent permissible by the Government or competent authorities. The Company shall have the absolute right to transfer such additionally constructed areas/units in any manner whatsoever as the Company may in its absolute discretion deem fit. The Company and the transferees of such additional construction shall have the same rights as the Applicant with respect to the Project including the right to be member of the society/association of unit owners to be formed and an equal right to use of the common areas and other common amenities of the Project.
18. If and when circumstances permit, the Applicant (successful allottee) will have the option of having the Commercial Unit changed from a leasehold one to a freehold one on payment of Rs. 1,000/-. The same would be effected within a period of 60 days from when the applicable law with respect thereto comes into effect. In this regard, any stamp duty, registration fee, taxes, etc. levied as a result of transfer of Commercial Unit from leasehold one to a freehold one, execution of conveyance deed, transfer deed or any other document(s) in relation to transfer of Commercial Unit in favour of the Applicant (successful allottee), shall be borne by the Applicant (successful allottee).
19. The Applicant(s) agree and understand that time is the essence with respect to their obligations to pay the Total Lease Premium as provided in the Payment Plan along with other payments more specifically stipulated in the Application/ Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Applicant(s) (successful allottee) under the Application/Agreement.
20. The Applicant(s) (successful allottee) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their respective Commercial Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the condition that such mortgage or charge shall not affect the right and interest of the Applicants(s) (successful allottee) and further that the Commercial Unit being made free of any encumbrances at the time of execution of Lease Deed in favour of the Applicant(s) or his/her/their/its nominee. The Applicants(s) (successful allottee) further understands that in case of the Applicant(s) who has/have opted for long-term payment plan arrangement with any financial institutions/banks the lease of the Commercial Unit in favour of the Applicant(s) (successful allottee) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
21. The Applicant(s) (successful allottee) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) (successful allottee) is liable to pay in terms of the Application/Agreement and to observe and perform all the covenants and conditions of application for lease and to keep the Company and its agents and representatives, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Commercial Unit it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or



amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under Application or Agreement. Any refund, transfer of security if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard and the Applicant(s) agrees and undertakes to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused to it due to the nonobservance of the applicable rules and regulations in this regard.

22. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant (successful allottee) and such third party shall not have right in the Application/allotment of the Commercial Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
23. The Applicant (successful allottee) has specifically acknowledged with the Company that the allotment of the Commercial Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Commercial Unit and such other conditions as per the applicable laws.
24. The Applicant (successful allottee) shall use and occupy the Commercial Unit for commercial purposes in such manner and mode as may be provided in the Agreement.
25. The Applicant(s) (successful allottee) has/have specifically agreed with the Company that the allotment of the Commercial Unit shall be subject to strict compliance of byelaws, rules etc. that may be made by the Company for occupation and use of the Commercial Unit and such other conditions as per the applicable laws. The allotment shall also be subject to the recitals as incorporated in the declaration to be made under the Haryana Apartment Ownership Act, 1983.
26. In case of joint Applicants all communication shall be sent to the Applicant whose name appears first in the Application, at the addresses given by him, which shall for the purposes and shall be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named Applicant. The Applicant(s) has agreed to this condition of the Company.
27. The Applicant(s) (successful allottee) shall inform the Company in writing of any change in the mailing address mentioned in the Application, failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s) (successful allottee).
28. The Applicant (successful allottee) shall be eligible to transfer or nominate said Commercial Unit only after the payment of 15% of the Total Lease Premium for the Commercial Unit on the terms and conditions that may be stipulated by the Company prior thereto, in this behalf. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including such payments of administrative charges as it may deem fit. Stamp duty, registration fee, taxes, etc. levied as a result of assignment, transfer, lease, conveyance or nomination of the Commercial Unit being allotted herein shall be borne by the Applicant (successful allottee).
29. Upon execution of the Agreement, the terms and conditions, as set out in the Agreement, shall supersede the terms and conditions as set out herein.
30. Subject to provisions of the Act, the Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion.
31. That the general terms and conditions as mentioned above are not exhaustive for the purpose of allotment of the Commercial Unit to the Applicant(s) (successful allottee) and may further be

supplemented and/or amended by the terms and conditions of allotment as mentioned in the allotment letter and thereafter, in the Agreement.

32. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
33. This Application has been executed at [____]. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/ 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 Act.

I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement which shall supersede the terms and conditions set out in this Application.

Date _____

1.

Place _____

2.

3. _____

Signature of the Applicant(s)

8

x

Annexure I
Payment Plan



COLONNADE

BUYERS AGREEMENT

**Emaar MGF Land Limited
ECE House, Level One
28 Kasturba Gandhi Marg
New Delhi – 110 001**



Instructions for execution of the Agreement

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures.
2. Kindly paste, at the place provided, color photographs including of all joint allottee(s) and sign across the photographs.
3. Kindly furnish the permanent account number ('PAN') issued by the Income Tax Department, to the Company. Provision to place PAN no. to be made.
4. Both signed copies of the Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD) / Courier/ hand delivery only within the time stipulated in this Agreement.
5. Kindly sign next to the typical Unit plan in Annexure ____, as applied by you.
6. Witnesses signatures to be done only on page ____.
7. Copy of the partnership deed and resolution signed by all Partners required, in case the Allottee is a Partnership Firm.
8. Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required, in case the Allottee is a Company.
9. The para marked with '*' shall be filled up in case of joint allottees.
10. The para marked '**' shall be filled up in case the Allottee is a Company or a Partnership Firm or a HUF or a Society.

Unit No.: [●]
Tower No.: [●]
Complex: [●]

BUYER'S AGREEMENT

This Unit Buyer's Agreement, ("Agreement") is made at [●] on this [●] day of [●], 20__

By and Between

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its registered office at ECE House, 28 Kasturba Gandhi Marg, New Delhi – 110 001, (hereinafter referred to as "**Company**" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns) through its duly Authorized Signatory Shri /Smt. _____, S/D/W of _____ r/o _____, authorised vide Board Resolution dated _____ of the **First Part**.

AND

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]



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

[OR]

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

The Company and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Logical Developers Pvt. Ltd. (hereinafter referred to as the "**Owner**"), a company registered under the Companies Act, having its registered office at ECE House, 28 KG Marg, New Delhi, is the owner of land admeasuring 2.25 acres in the revenue estate of Village Badshahpur, Tehsil and District Gurgaon, Haryana as more fully described in **Schedule [●]** hereto (hereinafter referred to as "**Scheduled Land**");
- B. The Owner entered into collaboration agreements dated [●] and dated [●] (hereinafter referred to as the "**Collaboration Agreements**") with the Company for the development of the Scheduled Land into a commercial complex comprising of retail shops, restaurant, etc. However, this Agreement is confined and limited in its scope to one such commercial unit;
- C. The Department of Town and Country Planning ("**DGTCP**"), Haryana, Chandigarh has granted licence no. 163 of 2008 dated 19.08.2008 to the Owner and the building plans have been approved vide Memo no. ZP-493/AD(RA)/2015/3490 dated 4.03.2015 ("**Building Plans**"). In terms of the licence dated 19.08.2008 and the Building Plans as approved by the Authorities (defined hereunder), the Company is developing a commercial complex under the name and style of "**Colonnade**" on the Scheduled Land situated in Sector 66, Gurgaon, Haryana (hereinafter referred to as the said "**Complex**"). The Complex shall consist of multistoried buildings with basements (each, a "**Building**");

- D. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the Scheduled Land on which the Complex is to be constructed have been completed;
- E. The _____ has granted the commencement certificate to develop the Complex vide approval dated _____ bearing registration no. _____;
- F. The Company has registered the Complex under the provisions of the Real Estate Act (defined hereunder) with the _____ Haryana Real Estate Regulatory Authority at _____ on _____ under registration no. [●];
- G. The Allottee had applied for and the Company has accepted the application dated _____ ("Application"), pursuant to which the Company has allotted commercial unit no. _____ on _____ floor having Carpet Area (defined hereunder) of approximately _____ sq. ft. and Super Area (defined hereunder) of approximately _____ sq. ft. in the above Building along with pro rata share in the common areas as defined under clause (n) of Section 2 of the Real Estate Act and more particularly described in Schedule [●] ("Common Areas")¹ and garage/covered parking no. _____ (if applicable) admeasuring _____ square feet in the _____, (hereinafter referred to as the "Unit" more particularly described in Schedule [●]) on terms and conditions as stipulated hereinafter and as per the bylaws to be signed by the Allottee(s) and such bylaws shall form an integral part and parcel of this Agreement. The floor plan of the Unit is annexed herewith as Schedule [●]²;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Company has complete authority and powers to undertake the development and construction of the Complex. The Company is also authorized to promote, brand, market, lease, sell and/ or transfer all units comprising the Complex, receive applications for booking and allotment, formulate terms and conditions for sale/ lease, make allotments and otherwise to deal with, negotiate, finalize, sign and execute the Agreement, Lease Deed (as defined hereunder), and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Agreement. The Company is also authorized to receive the Total Lease Premium (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;
- J. The Allottee acknowledges that the Company has readily provided all information, clarifications as required by the Allottee. The Allottee has through its advocates/consultants, _____



obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Company as well as the Owner in the Scheduled Land and has also personally conducted physical inspection of the Scheduled Land, sanctioned Building Plans, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Company to enter into the arrangement aforesaid with the Company and is satisfied with the same. The Allottee has been intimated that the Unit shall be confined and limited in its scope to the Unit in the Building proposed to be constructed on the Scheduled Land in accordance with the Building Plan(s). The Allottee further acknowledges that the Allottee has seen and inspected the details of registration of the Complex under the provisions of the Real Estate Act (as defined hereunder);

- K. The Allottee has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Company or its authorized representatives. Furthermore, the Allottee acknowledges and declares that it has agreed to obtain the Unit on lease, entirely upon its own independent enquiry and investigation;
- L. Pursuant to the receipt of the Application by the Company and upon completion of all procedural formalities, the Company allotted the Unit to the Allottee in the Complex at such Total Lease Premium as described in detail in clause _____ hereinafter;
- M. The Company has obtained the final layout plan, sanctioned plan, specifications and approvals for the Complex and also for the Unit, from _____. The Company agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Real Estate Act and other Applicable Laws (defined hereunder);
- N. The Allottee has understood and agreed to abide by the terms and conditions as set out in the Application for the booking of the Unit in the Complex which *inter alia* includes the execution and signing of this Agreement.

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 Apartment Ownership Act, 1983 and any statutory amendments or modifications thereof;

"Agreement" shall mean this Buyer's Agreement alongwith all annexures, recitals, schedules, terms and conditions for allotment of the Unit being executed between the Allottee and the Company;

"Allottee" shall have the meaning as ascribed in the preamble of the Agreement;

"Annual Lease Rent" shall mean the recurring annual rental payable to Company by the Allottee for the said Unit annually, after the Lease Deed for the said Unit has been executed and registered;

"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 Complex, Unit or the transaction between the Parties as contemplated herein;

"Application" shall have the meaning ascribed to it in Recital G above;

"Authority(ies)" shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the Real Estate Act or FEMA, state electricity boards, its tribunal or any other government/ local bodies;

"Building" shall mean the specific building/block in the Complex in which the said Unit maybe located;

"Carpet Area" shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

For the purpose of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee;

"Company" shall have the meaning ascribed to it in the preamble;

"Complex" shall have the meaning ascribed to it in Recital C;

"Conveyance Deed" means the deed of conveyance which shall convey title of the Unit in favour of the Allottee(s) in accordance with this Agreement;



"Declaration" shall mean the declaration (including any amended declaration) filed/to be filed under the Act, with the Authority, with regard to the Unit/ Building/Complex;

"Defect Liability" shall mean defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems;

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

"Earnest Money" shall mean 10% of the Total Lease Premium paid/to be paid by the Allottee, as per the Payment Plan for due fulfillment of the terms and conditions of the Agreement;

"EDC" means the external charges levied or leviable on the Building/ Scheduled Land/ Unit (by whatever name called or in whatever form) by the Government of Haryana or any other Authority now or in future;

"Foot Print" shall mean the precise land underneath the Building;

"Force Majeure" shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company's ability to perform its obligation under this Agreement *inter-alia* including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Complex and delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing³;

"Goods and Service Tax" shall mean any tax imposed on the supply of goods or services or both under GST Law;

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

"Government" shall mean the Government of the State of Haryana;

"IDC" means the internal development charges levied or leviable on the Building/ Scheduled Land/ Unit (by whatever name called or in whatever form) by the Government of Haryana or any other Authority now or in future;

"IFMS" means the interest free maintenance security @ Rs.[]/-per sq. ft. of the Carpet Area of the said Unit payable by the Allottee to the Company/ Maintenance Agency for the maintenance and upkeep of the Complex;

"Lease Deed" means the deed of lease which shall convey the title of the Unit in favour of the Allottee(s) for a period of 99 years, in accordance with this Agreement;

"Maintenance Agency" means the Company or association of allottees or such other agency/body/entity, to whom the Company may handover, the maintenance and upkeep of the Complex and who shall be responsible for providing the maintenance services within the Complex;

"Maintenance Agreement" shall mean the maintenance agreement executed by the Allottee(s) and the Company and/or Maintenance Agency;

"Maintenance Charges" shall have the meaning ascribed to it in the Maintenance Agreement;

"Payment Plan" means the payment plan as set out in Schedule [●] to this Agreement providing details and price of the said Unit.

"Person" means any individual, sole proprietorship firm, partnership firm, body corporate, association, joint venture, trust, any Authority or any other entity or organization;

"Possession Notice" shall have the meaning ascribed to in Clause 7 below;

"PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Allottee in case the Unit allotted to the Allottee is preferentially located;

"Real Estate Act" shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana State Rules and Regulations framed thereunder;

"Section" shall mean a section of the Act and the Real Estate Act;

"Taxes and Cesses" shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing



at the time of respective payments, in connection with the development of the Project, now or in future;

"Total Lease Premium" shall have the meaning as ascribed to it in Clause 1.2 below.

Interpretation:

- (a) In this Agreement, any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (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 Schedules 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 Schedules to it. Any references to Clauses and Schedules are to Clauses of and Schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Schedules 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) headings to Sections, parts and paragraphs of Schedules and Schedules 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.
- (k) Any reference to the phrase '*handing over the possession of the Unit*', '*taking over the possession of the Unit*' or any similar phrase shall mean (i) actual physical handover of the possession of the Unit in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Unit by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

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

1. LEASE OF UNIT AND RIGHTS THERETO

1.1. Description of the Unit

- (a) In consideration of the Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payments of the Total Lease Premium, as per the Payment Plan, the Company hereby agrees to give the said Unit on perpetual lease basis of 99 years to the Allottee and the Allottee hereby agrees to take the Unit in the Complex, on lease basis, in terms of this Agreement.
- (b) The Allottee shall have undivided proportionate interest in the land underneath the Building (i.e. the land which is the Foot Print of the Building in which the said Unit is situated) excluding basements reserved for parking and services. It is made abundantly clear by the Company and agreed to by the Allottee that no other land shall form part of this Agreement and the Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Complex except to the extent of using only Common Areas within the Complex limited to and precisely listed in Schedule [●]herein, subject, however, to the timely payment of Maintenance Charges as stipulated in the draft Maintenance Agreement as appended to in Schedule [●]of this Agreement, by the Allottee.



- (c) All other land(s), areas, facilities and amenities, except those specified here-in in this Agreement which falls to the share of the Allottee, are specifically excluded from the scope of this Agreement and the Allottee agrees and understands that it shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the computation of the Total Lease Premium and therefore, the Allottee has not paid any money thereto for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Company/ Owner and their usage in any manner, disposal, etc. shall be at the sole discretion of the Company/ Owner.

1.2 Total Lease Premium of Unit

- (a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to provide lease and the Allottee hereby agrees to obtain on lease, the Unit, for a Total Lease Premium (as defined hereunder) of Rs. [●]/- (Rupees [●] Only).
- (b) The total lease premium ("**Total Lease Premium**") for the Unit shall comprise of the following⁴:

A. Basic lease premium at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

B. EDC, IDC and any interest thereon, as applicable, amounting to Rs. _____/-, and Rs. _____/-, respectively;

C. PLC, if applicable, at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

D. Charges towards right to use 1 (one) parking space⁵ at Rs. _____/-;

E. Charges towards Common Area of Rs. _____/-;

F. Maintenance Charges: As per Clause 11 of the Agreement, as applicable;

⁴ L&S: Please ensure that the Total Lease Premium includes the cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges if/as applicable. Also, to discuss whether the Annual Lease Rental will form part of the Total Lease Premium or not. Under the original draft, such amount was a part of the total cost. However, in the event, the Annual Lease Rent is paid periodically after the handing over of the Unit, it should be excluded.

⁵ L&S: Please note that open parking areas are covered under the definition of Common Areas under the Real Estate Act and hence cannot be sold under the new regime. Only Garage/ covered parking can be sold.

G. Taxes and Cesses: As applicable.

- (c) The Total Lease Premium above includes the Earnest Money paid by the Allottee to the Company towards the Unit;
- (d) The Total Lease Premium above includes Taxes (consisting of tax paid or payable by the Company by way of value added tax, service tax, and cess or any other similar taxes which may be levied, in connection with the construction of the Complex payable by the Company including but not limited to Goods and Services Tax, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the Complex to the association of allottees or the Authority, as the case may be, after obtaining the occupation/completion certificate:

Provided that in case there is any change or modification in the rate of any applicable Taxes, the subsequent amount payable by the Allottee to the Company shall be increased/reduced based on such change or modification:

Provided further that Goods and Services Tax is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when Allottee will make such payments to the Company on account of delayed payment.

Provided further that if there is any increase in the rate of taxes after the expiry of the scheduled date of completion of the Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Complex by the Authority, as per the Real Estate Act, the same shall not be charged from the Allottee;

- (e) The Company shall periodically intimate, in writing, to the Allottee, the amount payable as stated in Clause 1.2(b) above and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the Taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (f) The Total Lease Premium of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, IDC, EDC, PLC, cost of fixtures,, Taxes and Cesses, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges as per Clause 11, power backup etc. and includes cost



for providing all other facilities, amenities and specifications to be provided within the Unit and the Complex, as applicable.

- (g) The Total Lease Premium is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Authority and/or any other increase in charges which may be levied or imposed by the Authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Complex by the Authority, as per the Real Estate Act, the same shall not be charged from the Allottee.
- (h) The Allottee(s) shall make the payment to the Company as per the Payment Plan.
- (i) The Company may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ [●] per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Company.
- (j) It is agreed that the Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [●] and Schedule [●] (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Real Estate Act. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate Act.
- (k) The Company shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Lease Premium payable for the Carpet Area shall be recalculated upon confirmation by the Company. If there is reduction in the Carpet Area then the Company shall refund the excess money paid by Allottee within forty-five days with interest equivalent to Delay Payment Charges, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet

Area, which is not more than three percent of the Carpet Area of the Unit, allotted to Allottee, the Company may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2(b) of this Agreement.

(l) It is made clear by the Company and the Allottee agrees that the Unit along with _____ car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent, self-contained Complex covering the Scheduled Land and is not a part of any other complex or zone and shall not form a part of and/or linked/combined with any other complex in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Complex's facilities and amenities shall be available only for use and enjoyment of the allottees of the Complex.

(m) The Company agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Authorities, banks and financial institutions, which are related to the Complex). If the Company fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Company agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken by such Authority or person.

(n) The Allottee has paid a sum of ₹ _____ (Rupees _____ only) as Earnest Money being part payment towards the Total Lease Premium of the Unit at the time of Application the receipt of which the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining amount forming part of Total Lease Premium and the Annual Lease Rent⁶ (until such time as provided in terms of Clause 10(c)) of the Unit as prescribed in the Payment Plan as may be demanded by the Company within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable in terms of the Agreement, he shall be liable to pay the Delay Payment Charges on such defaulted amount.

⁶ L&S: To discuss whether delay in payment of Annual Lease Rent will result in interest liability at the rate of SBI+2% or some other rate of interest.



- (o) The Allottee understands that the amounts towards the demands raised by the Company shall be payable within 30 days of the demand. In case the Allottee fails to pay the demand within the stipulated period, the Company shall send reminder/ notices at intervals of 30 days each and if the Allottee fails to make the payment as per the Payment Plan even after third such reminder/notice by the Company, then the Company shall treat it as an event of default.
- (p) The Allottee agrees and understands that except as is expressly provided herein, there shall be no title or interest in respect of any open space, car parking spaces provided in the Complex and any other areas and the like and all such areas shall remain the property of the Company/Owner which shall be free to deal with them.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Company abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____, payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws.
- (ii) The Company accepts no responsibility in regard to matters specified in Clause 3(i) above. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with

necessary formalities if any under the Applicable Laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

- (i) The Company shall abide by the time schedule for completing the Complex as disclosed at the time of registration of the Complex with the Authority and towards handing over the Unit to the Allottee and the Common Areas to the association of allottees or the Authority, as the case may be.
- (ii) The Allottee understands that time is of the essence with respect to the Allottee(s)' obligations to perform or observe all the obligations of the Allottee under this Agreement and / or to pay the Total Lease Premium 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 Company as the case may be.

6. CONSTRUCTION OF THE COMPLEX/ UNIT:

- (i) The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities [Schedule [●] and Schedule [●], respectively,] which has been approved by the Authority, as represented by the Company. The Company shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such plans approved by the Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Real Estate Act, and breach of this term by the Company shall constitute a material breach of the Agreement.



- (ii) The Allottee agrees and undertakes that he shall, on taking possession of the Unit or before, have no right to object to the Company to construct or continue constructing other buildings adjoining the Unit. The Allottee agrees that in case, at any stage, further construction in the Building or the adjacent Unit becomes permissible under law, the Company shall have sole right to undertake such construction without any objection or claim from the Allottee.

7. POSSESSION OF THE UNIT:

- (i) **Schedule for possession of the Unit** - The Company agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the association of allottees or the Authority, as the case may be, is the essence of the Agreement. The Company assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Complex in place on _____, unless there is delay or failure due to Force Majeure conditions. If, however, the completion of the Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the allotment within 45 days from that date. The Company shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- (ii) **Procedure for taking possession** - Upon receipt of the occupancy certificate, the Company shall issue a written notice offering the possession of the Unit ("**Possession Notice**") to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Company/association of allottees, as the case may be after the issuance of the occupancy certificate for the Complex. The Company shall hand over the copy of the occupancy certificate of the Unit to the Allottee at the time of executing the Lease Deed of the same.

- (iii) **Failure of Allottee to take possession of Unit** - Upon receiving the Possession Notice from the Company as per Clause 7(ii), the Allottee shall take possession of the Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in the Possession Notice, such Allottee shall continue to be liable to pay Maintenance Charges as specified in Clause 7(ii).
- (iv) **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Company to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the Authority, as the case may be, as per the Applicable Laws. Provided that, in the absence of the Applicable Law, the Company shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent Authority, as the case may be, within thirty days after obtaining the completion certificate.
- (v) **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Complex in the manner as provided in Clause 9(i) and Clause 9(ii) below.

Provided that where the Allottee proposes to cancel/withdraw from the Complex without any fault of the Company, the Company herein is entitled to forfeit the Earnest Money paid for the allotment along with Delayed Payment Charges. The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee within ___ days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Company fails to complete or is unable to give possession of the Unit (a) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7(ii); or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Real Estate Act; or for any other reason; the Company shall be liable, on demand, to the Allottees, in case the Allottee wishes to withdraw from the Complex, without prejudice to any other remedy available, to return the Total Lease Premium received by him in respect of the Unit, along with interest equivalent to Delay Payment Charges including compensation in the manner as



provided under the Real Estate Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Complex, the Company shall pay the Allottee interest equivalent to Delay Payment Charges for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Company to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND ALLOTTEE:

The Company hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Scheduled Land and has authorized the Company vide the Collaboration Agreements to promote, brand, market and lease, sell and transfer all units comprising the Complex, receive applications for booking and allotment, formulate terms and conditions for lease, sell or transfer, make allotments and otherwise to deal with, negotiate, finalize, sign and execute the agreement for sale, Lease 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;
- (ii) The Company has lawful rights and requisite approvals from the Authorities to carry out development of the Complex;
- (iii) Save and except as disclosed by the Company at the time of the Application submitted to the concerned Authority for the registration of the Complex in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, the Company has not created any encumbrances upon the Scheduled Land or the Complex;
- (iv) Save and except as disclosed by the Company at the time of the Application submitted to the concerned Authority for the registration of the Complex in terms of the Real Estate Act and the information provided from time to time in terms of Real Estate Act, there are no litigations pending before any court of law or with respect to the Scheduled Land, Complex or the Unit against the Company;
- (v) All approvals, licenses and permits issued by the Authorities with respect to the Complex, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Complex, Scheduled Land, Building, Unit and Common Areas;

- (vi) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) Save as provided in the Agreement, the Company has not entered into any agreement for sale/lease and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Complex and the Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from leasing the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Lease Deed, the Company shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Common Areas to the association of allottees or the Authority, as the case may be;
- (x) The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Scheduled Land;
- (xi) The Company has duly paid and shall continue to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Complex to the Authorities till the occupancy certificate has been issued and possession of the Unit along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the Authority, as the case may be;
- (xii) No written notice from the Authority has been served upon the Company in respect of the Scheduled Land and/or the Complex;

The Allottee hereby represents and warrants to the Company as follows:

- (i) The Allottee has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental, regulatory or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.



- (ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
- (iii) The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any Applicable Law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transactions contemplated hereby.

Further, the Allottee hereby acknowledges, agrees and undertakes as follows:

- (i) The Allottee undertakes to join the association of allottees as may be formed by the Company on behalf of the Unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated as unpaid proportion of the Total Lease Premium payable by the Allottee herein for the Unit and execution of the Lease Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency.
- (ii) The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any lands, areas, facilities and amenities including but not limited to those listed in Clause 1.1 and as such, the Allottee shall have no right or interest of any nature whatsoever in the same, other than the rights to use certain specific areas, facilities and amenities as specifically provided in this Agreement. with the Company/Owner and the Company/Owner alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, license, joint venture, collaboration or any other mode including transfer to Government, semi-Government, any other Person Such lands that fall outside the purview of this Agreement include:
 - (a) All land(s) (except the Common Areas) within the Complex earmarked for common use, falling outside the Foot Print, including but not limited to those as listed in Schedule [●], or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any Authority(ies);

- (b) All lands, facilities and amenities falling outside the periphery of the Scheduled Land are clearly outside the scope of this Agreement and the Allottee shall have no right of any nature whatsoever in such buildings, lands, facilities and amenities. The Allottee understands that the remaining land i.e. other than the Scheduled Land would be exclusively used and enjoyed by the allottees of units being developed on such remaining land and the Allottee shall have no right to access or use the same along with use of services, facilities and amenities to be developed thereon except for entry and exit for the Complex.
- (c) Any additional construction on the Scheduled Land and/or additional buildings in and around the Scheduled Land, which the Company may construct in order to utilize the additional FAR, if any, to the Complex/ Building.
- (iii) The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Complex.
- (iv) The Allottee shall comply with the provisions of the Income Tax Act including section 194 IA regarding tax deduction at source of 1% for immovable properties costing Rs. 50 lacs or more.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the Force Majeure clause, the Company shall be considered under a condition of default, in the following events:
- (a) Company fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in Clause 7(ii) or fails to complete the Complex within the stipulated time disclosed at the time of registration of the Complex with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the Authority;



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

(ii) In case of default by Company under the conditions listed above, Allottee is entitled to the following:

- (a) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (b) The Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with Delay Payment Charges, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Complex or terminate the Agreement, he shall be paid, by the Company interest equivalent to Delay Payment Charges for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Company to the Allottee within forty-five days of it becoming due.

(iii) The Allottee shall be considered under a condition of default, in the following events:

- (a) Allottee fails to pay the agreed Total Lease Premium , or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Company in terms of this Agreement;
- (b) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee to the Company, for any reason whatsoever;
- (c) Failure to execute the Lease Deed, Maintenance Agreement and any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement;
- (d) Allottee fails to take possession of the Unit, within the time provided in Clause 7.1(ii) above;
- (e) Failure to pay any Taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;

(f) Any other breach of a provision under this Agreement by the Allottee.

(iv) In case of an event of default committed by an Allottee in terms of sub clause (iii) above, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):

(a) The Allottee shall be liable to pay Delay Payment Charges for the period of delay.

Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

(b) The Company shall be entitled, at its sole discretion, to cancel this Agreement and allotment thereof of the Unit, after giving [●] consecutive notices of [●] days thereby giving the Allottee to rectify their default in terms of sub clause (iii) above.

In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Company, and subsequently, the Company chooses to cancel the allotment of the Unit, the Allottee shall have no lien or claim on the Unit and the Company will be entitled to lease, convey or transfer the Unit to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Unit by the Company, shall be refunded to the Allottee after deducting the Earnest Money, Delay Payment Charges on the amount due accruing in favour of the Company in terms of the Agreement.

10. LEASE/ CONVEYANCE OF THE UNIT:

(i) The Company, on receipt of Total Lease Premium of the Unit as per Clause 1(b) under the Agreement from the Allottee, shall execute a Lease Deed and convey the title of the Unit within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges, as applicable, within the period mentioned in the notice, the Allottee authorizes the Company to withhold registration of the Lease Deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Allottee. The Allottee may



with the prior approval of the Company raise and/or avail loan from banks for this purpose only.

- (ii) The lease shall be for a period of 99 years (perpetual lease deed) on expiry of which the lease shall be renewed for a further period of 99 years at Rs.1000/-.
- (iii) It is further clarified that if and when circumstances permit, the Allottee will have the option of having the Unit changed from a leasehold one to a freehold one on payment of Rs. 1,000/-. The same would be effected within a period of 60 days from when the Applicable Law with respect thereto comes into effect. In this regard, any stamp duty, registration fee, taxes, etc. levied as a result of transfer of Unit from leasehold one to a freehold one, execution of Conveyance Deed, transfer deed or any other document(s) in relation to transfer of Unit in favour of the Allottee, shall be borne by the Allottee.

11. MAINTENANCE OF THE BUILDING / UNIT / COMPLEX:

- (i) The Company shall be responsible to provide and maintain essential services in the Complex including Common Areas till the taking over of the maintenance of the Complex by the association of allottees/ Maintenance Agency upon the issuance of the occupancy certificate of the Complex. The cost of such maintenance has been included in the Total Lease Premium of the Unit.
- (ii) In order to provide necessary maintenance services, upon the completion of the Building/Complex, the maintenance of the Common Areas in the Building/Complex may be done by the Company or handed over to a Maintenance Agency nominated by the Company. The Allottee agrees that it shall be mandatory to execute the Maintenance Agreement (draft given in Schedule [●] to this Agreement), with the Maintenance Agency or any other nominee/agency or other body/association of Unit holders, as may be appointed by the Company from time to time for the maintenance and upkeep of the Building/ Complex. The Allottee also understands and agrees that the execution of the Maintenance Agreement is a pre-condition for conveyance/ lease of the Unit in favour of the Allottee. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Maintenance Charges shall become applicable/payable from the handing over of the possession by the Company as referred in the Possession Notice for the Unit by the Company to the Allottee. It is further specifically clarified that the draft of the Maintenance Agreement, as provided to the Allottee is merely an indicative Maintenance Agreement that is proposed to be entered into with the Allottee for maintenance and upkeep of the Common Areas of the Building / Complex, however, if at any time, after having taken over the Building /Complex, the Maintenance Agency or the association of the Unit holders, as the case may be, decides to modify,

alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement, the Allottee shall execute the revised Maintenance Agreement.

- (iii) The scope of maintenance and general upkeep of various common services within the Complex, shall broadly include but not be limited to operation and maintenance of lifts, generators including diesel, fire-fighting system, garbage disposal and upkeep of Common Areas, water supply, sewerage system, Common Area lighting. The services outside the Unit but within the Complex shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Complex.
- (iv) In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the Maintenance Charges and other charges as raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company/association of allottees/ Maintenance Agency, IFMS. In case the Allottee(s) fails to pay any Maintenance Charges then (a) the Allottee shall be liable to pay an interest at the rate of [●] %, and/ or (b) the amount of such Maintenance Charges, interest etc. shall be first adjusted from the maintenance security and if the IFMS falls below the agreed sum of Rs. _____ per sq ft. approx of the Carpet Area of the Unit, then the Allottee(s) hereby undertakes to make good the resultant shortfall within [●] days of the due date of the defaulted Maintenance Charges. It is made specifically clear and it is so agreed by and between the Parties that this part of the Agreement relating to IFMS as stipulated in this Clause shall survive the conveyance of title in favour of the Allottee(s).
- (v) The electricity, water and sewerage charges shall be borne and paid by the Allottee. The Allottee undertakes to pay additionally to the Company on demand the actual cost of the electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the Unit in terms of this Agreement. The Allottee undertakes that its shall not apply to State Electricity Board (SEB) or any other electricity supply board/company in his individual capacity for receiving any additional load of electricity other than that being provided by the Company/Maintenance Agency. The Allottee shall have no ownership right, title or interest in the equipment so installed by the Company. Such power generating and / or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be obliged to pay the consumption charges as per the meter readings. This clause shall survive the conveyance of title in favour of the Allottee(s).
- (vi) The Allottee herein undertakes to abide by all the conditions of sanction of bulk supply and to pay on demand proportionate share of all deposits or charges paid or



- payable by the Company and / or Maintenance Agency, to whom the permission to receive and distribute bulk supply of electricity is granted.
- (vii) The Company shall install adequate equipment for power backup facility common to all units. The said power back up facility shall be usage based and the Allottee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. It is, however, accepted by the Allottee that the availability of the said power back-up shall be on the terms as may be specified by the Company and / or Maintenance Agency. The Allottee accepts that it shall not claim any damage / loss whether direct or consequential from the Company / Maintenance Agency or body providing the same in the event of default on the part of the Maintenance Agency / association of owners / body providing the same and / or low voltage, low frequency, inconsistent or non-availability of the same, for reasons beyond the control of the Company / Maintenance Agency / any other body providing the same.
- (viii) The Allottee(s) shall be bound to strictly comply with all such restrictions as the Company/association of allottees/ Maintenance Agency inducted by the Company/ association of allottees with whom a contractual understanding for maintaining the Building/Complex is entered. The Allottee(s) undertakes to make payment of the same in accordance with terms and conditions incorporated in this Agreement as well as the Maintenance Agreement to be executed by the Allottee(s). The contractual covenants incorporated in the aforesaid Maintenance Agreement shall be binding on the Allottee(s) with full force and effect.
- (ix) That the Company/ association of allottees/ Maintenance Agency at its absolute discretion shall be entitled to discontinue electricity or water and such other services to the Unit till such time the lapse imputed to the Allottee(s) and/or person or firm or company claiming through the Allottee(s) is rectified.
- (x) The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the date of handing over the possession of the Unit and the Allottee(s) undertakes to pay the same promptly. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the actual physical possession of Unit is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost annually as may be decided by the Maintenance Agency/association of allottees/Company and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus or deficit thereof shall be carried forward and adjusted in the Maintenance Charges of the subsequent financial year. The estimates of the Maintenance Agency shall be final, and binding on the Allottee(s). The Allottee(s) agrees and undertakes to pay the

Maintenance Charges on or before due date as intimated by the Maintenance Agency.

12. DEFECT LIABILITY:

- (i) It is agreed that in case any structural defect or any major defect in workmanship, quality or provision of services or any other obligations of the Company, directly attributable to the Company's obligations in this Agreement, relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Allottee from the date of taking over physical possession of the Unit, it shall be the duty of the Company to rectify such defects without further charge, within a period of 30 (thirty) days, and in the event of Company's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act.
- (ii) The Allottee hereby confirms and agrees that the Company shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the Complex, as specified in this Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). The Allottee further confirms and agrees that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Complex and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies.
- (iii) The Allottee also agree that the Company 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 by means of carrying out structural or architectural changes from the original specifications or design; 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., upto and outside the periphery of the Complex shall not be covered under Defect Liability.
- (iv) The Allottee hereby confirms and agrees that all fittings, fixtures, etc., shall be made functional at the time of handing over the possession of the Unit but the maintenance thereof shall be the responsibility of the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:



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

14. USAGE:

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

15. INSURANCE OF THE BUILDING:

The structure of the Building shall be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the Maintenance Charges raised by the Maintenance Agency but contents inside Unit shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

That the Company / Maintenance Agency shall not be responsible for any losses suffered by the Allottee(s) due to any incident of fire, theft or any other losses occasioned by causes attributable to natural calamities or arising out of human conduct. The Allottee(s) shall be bound to insure all goods, stocks, materials, equipment etc. placed in the Unit and no liability of any nature financial or otherwise shall be fastened on the Company/Maintenance Agency owing to incidents hereinbefore described.

16. PERMITTED USE OF THE UNIT:

- (i) The Allottee shall not use the Unit for any purpose other than for the purposes provided under this Agreement and shall use the same in a manner that does not cause nuisance or annoyance to other occupants of the Building/ Complex. Use of the Unit shall not be against public policy or for any unlawful, illegal or immoral purposes or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Allottee/occupant. The Allottee or the occupant shall not do or permit anything to be done within or around the Unit for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit or to any unit above, below or adjacent to the Unit or anywhere in the Building /Complex or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Allottee hereby agrees and confirms to indemnify the Company against any penal action and liability, damage or loss due to misuse for which the Allottee/occupant shall be solely liable and responsible under Applicable Law and equity. If the Allottee uses or permits use of the Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Company shall be entitled to cancel this Agreement and repossess the Unit besides pursuing such other remedies as may be available to the Company under Applicable Laws.
- (ii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas or raise any illegal construction in the Unit nor encroach upon or occupy any Common Area or any area falling outside the Unit. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. USE OF TERRACES:

The Company / Maintenance Agency reserves the right to give on lease / license or hire any part of the roof top or terraces above the top floor, including terraces forming a part of Unit of the Complex for installation and operation of antenna, satellite



dishes, communication towers, or other microwave equipment or v-sat link equipment or tower or other communication equipment or to use, hire, lease the same for advertisement purposes and the Allottee agrees that he shall not object to the same and make any claims on this account.

18. RIGHT OF THE COMPANY TO ADDITIONAL FAR:

- (i) The Allottee agrees and understands that the Complex is located on the Metro corridor and the Government of Haryana, vide notification dated 09/02/2016 has accorded sanction for increased FAR for the areas along MRTS corridors to 3.5. The Allottee agrees and understands that the Company has applied for the increased FAR under the Transfer Oriented Development Zone Policy of the Government and proposes to use the increased FAR on its sanction and shall then submit revised layout/building plans in terms of the sanctioned increased FAR and the Allottee shall not raise any objection to the same.
- (ii) The Company shall have the absolute right to make additional construction anywhere in the Complex including construction of upper floors, whether on account of increase in FAR or better utilization of the Scheduled Land or for any other reason whatsoever to the extent permissible by the Authorities. The Company shall have the absolute right to transfer such additionally constructed areas/units in any manner whatsoever as the Company may in its absolute discretion deem fit. The Company and the transferees of such additional construction shall have the same rights as the Allottee with respect to the Complex and an equal right to use of the Common Areas and other common amenities of the Complex.
- (iii) The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Complex.
- (iv) The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no objection to any of such additional construction activities carried on the Building/ Complex, provided the location, specifications and size of the Unit shall not undergo a change. In case the Unit allotted to the Allottee is the top most floor of the Building as per the present sanctioned Building Plans, the Allottee agrees and understands that subsequent to any additional construction of upper floors as permissible by the Authorities, subject to the provisions of the Real Estate Act, the Unit shall no longer remain the top most floor of the Building.

19. COMPANY'S RIGHT TO RAISE FINANCE:

The Company shall have the right 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 Unit/Building/Complex/ Scheduled Land subject to the condition that such mortgage or charge shall not affect the right and interest of the Allottee and further that the Unit shall be free from all encumbrances at the time of execution of the Lease Deed.

20. GENERAL TERMS AND COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or rules of any Authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) For the purpose of security, and in the interest of the Allottee to help the Company/Maintenance Agency in effectively keeping the Unit in the Building/ Complex secured in all ways, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Complex.
- (iii) The Allottee undertakes to join the association of owners as may be formed by the Company on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose. The Allottee shall from time to time sign all applications; papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Complex.
- (iv) That the Allottee agrees to use the Unit for commercial purposes and not to use the Unit or permit the same to be used for purposes other than commercial purpose.
- (v) The Allottee shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas within the Complex and/ or to cause any structural damage or encroachment to the structure of the Building in the Complex.



- (vi) The Allottee shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company. The Allottee however undertakes that it shall not divide/sub-divide the Unit in any manner.
- (vii) The Allottee shall with prior written approval and consent from the Company carry out all the interiors and refurbish the Unit at its own cost and expense so long as the same does not affect the structure of the Building and/ or cause any damage to the structure in any way.
- (viii) The Allottee agrees that all services including but not limited to electrification, air-conditioning, telecom etc. shall be terminated at one point on the floor on which the Unit is located and in case the Allottee requires the services to be brought to the Unit, then the Allottee shall be charged according to services so requested as per the specifications provided in Schedule [●].

21. COMPENSATION

- (i) In case the Company is not able to handover the possession of the Unit within the period as stipulated hereinabove or any extended period, the Allottee shall be entitled to payment of compensation as per the terms of the Real Estate Act or any other Applicable Law.
- (ii) The Allottee agrees that the compensation as payable under Clause 9(ii) hereinabove shall be payable only after making payment of all charges and clearing off all dues as reserved in this Agreement and after the Allottee fulfills all the condition as set out in this Agreement.
- (iii) The Allottee agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Allottee, will be paid only if the Allottee has not defaulted and/or breached any of the terms of this Agreement or defaulted in any payments as per the Schedule of Payment annexed hereto or in other words has complied with all the terms and conditions of this Agreement.

22. ASSIGNMENT

- (i) The Allottee agrees and understands that the Allottee shall not be entitled to get the names of his nominees, legal representatives etc. substituted in his place till the payment of [15]% of the Total Lease Premium of the Unit. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including such payments of administrative charges as it may deem fit. This

Agreement or any interest in the Unit shall not be assigned by the Allottee without prior written consent of the Company, which consent may be given or denied by the Company in its sole and absolute discretion and shall be subject to Applicable Laws and this Agreement and the terms, conditions and charges as the Company may impose. Any change in name of the Allottee, including addition/deletion of the Allottee will be deemed as substitution for this purpose. The Allottee understands and agrees that on the Company consenting to such substitution, the assignee shall not be entitled to any compensation in terms of this Agreement. The above substitution shall further be subject to the directions and instructions as may be issued from time to time by the Government of Haryana and/or other authorities having jurisdiction over the Complex. In case the Allottee is permitted to do so, the Allottee will be required to obtain a "No Due Certificate" from the Company and the Maintenance Agency. The Allottee shall pay to the Company nomination charges, as applicable from time to time in respect of such substitutions or nominations.

- (ii) The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in this Agreement.
- (iii) Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement.
- (iv) Stamp duty, registration fee, taxes, etc. levied as a result of assignment, transfer, lease, conveyance or nomination of the Unit being allotted herein shall be borne by the Allottee.

23. AGREEMENT SPECIFIC ONLY TO THE UNIT/ BUILDING:

The Allottee(s) agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other schedules are specific and applicable to Unit(s) offered for sale in the Building 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 Authority involving any other unit(s)/building(s)/complex(s) of the Company/its associates/subsidiaries, partnership firms in which the Company is partner or interested.

24. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase/ lease the said Unit and making of all payments pursuant to this Agreement shall not be contingent on the Allottee's ability or



competency to obtain such financing, and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase/ lease of the Unit. The responsibility of getting the loan sanctioned and disbursed will rest exclusively on the Allottee and in the event the loan not being sanctioned or disbursement getting delayed, the payment to the Company, as per the Payment Plan, shall be ensured by the Allottee.

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

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all Applicable Laws, applicable to the Complex/ Building/ Scheduled Land/ Unit.

26. COMPLIANCE WITH THE ACT AND REAL ESTATE ACT:

- (i) The Allottee has confirmed and assured the Company prior to entering this Agreement that he has read and understood the Act, the Real Estate Act and all the rules and regulations framed thereunder and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that the Allottee is in full agreement with the provisions of this Agreement in relation to the Act, the Real Estate Act and all the rules and regulations framed thereunder and shall at all times comply, as and when applicable and from time to time, with the provisions of the any other Applicable Laws dealing with the matter.
- (ii) If the Unit and the Complex in which it is located is subject to the Act, the Real Estate Act and all the rules and regulations framed thereunder or any statutory enactments or modifications thereof, the Common Areas and facilities and the undivided interest of each Unit owner in the Common Areas and facilities as specified by the Company in the Declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the Unit in the Complex shall be limited to and governed by what is specified by the Company in the Declaration, which shall be in strict consonance with this Agreement.

27. BINDING EFFECT:

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

and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Earnest Money shall be returned to the Allottee without any interest or compensation whatsoever.

28. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

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/ ALLOTTEES:

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

31. WAIVER NOT A LIMITATION TO ENFORCE:

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



32. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the 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. INDEMNIFICATION:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Complex, the same shall be the proportion which the Carpet Area of the Unit bears to the total carpet area of all the units in the Complex.

35. 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.

36. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee, in _____. After the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at _____. Hence this Agreement shall be deemed to have been executed at _____.

37. COPIES OF THE AGREEMENT

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

38. 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, in case of change in the notice details). 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 after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.
- ii) The notice details of each of the Parties for the purposes of this Agreement:



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

39. JOINT ALLOTTEES:

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

40. SAVINGS:

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

41. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate Act and other Applicable Laws of India for the time being in force.

42. 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.

[Execution page follows]



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

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

Passport Size
Photograph
(First/Sole-
Allottee)

Passport Size
Photograph
(Second-
Allottee)

Passport Size
Photograph
(Second-
Allottee)

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

Name:

Name:

Name

Witnesses:

Witnesses:

Signature : _____

Signature : _____

Name:

Name:

Address:

Address:

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

For and on behalf of **EMAAR MGF LAND LIMITED**

Name:

Signature:

Designation

Witnesses:

Signature

Name:

Address



SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT AND THE GARAGE/
COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE UNIT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART
OF THE UNIT)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART
OF THE PROJECT)

SCHEDULE 'F' - COMMON AREA DESCRIPTION

SCHEDULE 'G' - DRAFT MAINTENANCE AGREEMENT

SCHEDULE 'H' - MAINTENANCE CHARGES/SPECIFICATIONS