

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The allotment and sale of a Shop Cum Office Plot in the commercial plotted colony in the name and style of “**Emaar Business District – 114**” or “**EBD-114**” being developed on the Land situated in the Revenue Estate of Village Bajghera, within the boundaries of Sector 114, Gurugram, Tehsil and District Gurugram (Gurgaon), Haryana, India is subject to the set of terms and conditions as set out in this Agreement for Sale and the Schedules and annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and other Applicable Law. Upon its execution, the Allottee agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Developer reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in/ to any provision of this Agreement by the Allottee unless as may otherwise be separately advised in writing by the Developer.

Upon the due execution and registration of the Agreement (*Three / two original sets which shall be duly registered with and endorsed with the registration particular by the jurisdictional Sub-Registrar of Assurances*), by the Allottee and the Promoter, one duly signed original set of the Agreement will be returned to the Allottee for his/her/its/their own record and the one original set will be retained by the Developer and third original set will be retained by the jurisdictional Sub-Registrar of Assurances.

Instructions for execution of the Agreement:

- (i) Kindly manually mark your full signature in ‘**BLACK INK**’ (as in your Application Form, PAN Card, Aadhar Card and as used by you to operate your Bank Account) along with the signatures of each of the Joint Allottee(s), if any, at the bottom of each and every page of this Agreement including all its Annexures except the blank pages, if any. Kindly also sign on the Non-Judicial Stamp Paper attached in all the three original sets of this Agreement.
- (ii) Kindly affix, at the place provided, your latest passport size color photograph including the photograph of each of the Joint Allottee(s), if any, and respectively sign across the photograph(s).
- (iii) Kindly also provide a self-attested true copy of your PAN Card and Aadhar Card along with your residential address proof including that of each of the Joint Allottee(s), if any. Kindly ensure to provide your specimen signature and the signature of each of the Joint Allottee(s), if any, duly verified by the branch manager of the bank wherein you and the Joint Allottee(s), if any, hold a bank account(s).
- (iv) Please send all the three signed original sets of the Agreement along with requisite documents to the Developer at its address mentioned herein.

AGREEMENT FOR SALE

1. Nature of document - Agreement for Sale
2. Village/Block - Village Bajghera, Sector 114
3. Tehsil - Gurugram
4. District - Gurugram (Gurgaon)
5. Area - _____ Sq. Mtr. (_____ Sq. Yd.)
6. Sale Consideration - ₹ _____/-
7. Stamp Duty - ₹. _____/-
8. Stamp Certificate No. /Date - _____
9. Stamp GRN - _____
10. Commercial or residential - Commercial
11. Plot No. - _____
12. Plot Type - Shop Cum Office Commercial Plot
13. Property Address - Plot No. _____, Block No. _____,
in Project 'Emaar Business District – 114" or
"EBD-114", Village Bajghera, Sector 114, Tehsil
and District Gurugram (Gurgaon), Haryana.

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____ (Month), 20____,

By and Between

Emaar India Limited (formerly known as Emaar MGF Land Limited) (CIN.: U45201DL2005PLC133161, PAN.: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 and Corporate Office at Emaar Business Park, 2nd Floor Mehrauli Gurugram Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana, India, through its Authorized Signatory vide Board Resolution dated _____ to sign and execute this Agreement and to appear and present this Agreement through _____ for registration before the concerned Sub-Registrar (hereinafter referred to as the “**Developer**” which term or expression shall unless repugnant to the context or meaning thereof, deem to include its successors-in-interest, subsidiary(ies), nominees, executors and permitted assigns) of the **FIRST PART**;

AND

1. **Tacery Builders Private Limited, (CIN: U70109DL2006PTC152509, PAN: AACCT6113E)** a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner-1**),

AND

2. **Bailiwick Builders Private Limited, (CIN:U45201DL2006PTC147691, PAN: AACCB8452C)** a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner-2**),

AND

3. **Logical Estates Private Limited, (CIN:U45202DL2001PTC113257, PAN:_____)**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner-3**),

AND

4. **Sharyans Buildcon Private Limited, (CIN:U45201DL2006PTC147808, PAN: AAJCS7523G)** a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi - 110017 (hereinafter referred to as **Land Owner-4**), and

(Land Owner-1, Land Owner-2, Land Owner-3 and, Land Owner-4 are hereinafter collectively referred to as the “**Landowners**”) which expression shall, where the context so admits, include their successors and permitted assigns) through their Authorized Signatory vide Board Resolution dated _____ have duly authorized Emaar India Limited to sign and execute this Agreement for Sale and to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **SECOND PART**;

The ‘Developer’ and ‘Landowners’ shall hereinafter be jointly referred to as the “**Promoter**” (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successor-in-interest and permitted assigns);

AND

[If there are more than one Allottee as Individual]

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____, aged about _____, residing at _____, (PAN _____),

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

[OR]

[If the Allottee is a company]

_____, (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 authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized vide board resolution dated _____,

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. _____ with the Registrar of Firms & Societies _____), having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) authorized vide _____,

[OR]

[If the Allottee is an Individual]

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter / wife of _____ son of _____ aged about _____, residing at _____, (PAN _____),
[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ 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 _____),
[OR]

[If the Allottee is a Society]

_____, (Society Registration No. _____) a Society registered under the Societies Registration Act, 1860, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized *vide* resolution dated _____,
[OR]

[If the Allottee is a Trust]

_____, (Trust Registration No. _____) a Trust registered under the _____, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, son / daughter / wife of _____ son of _____ (Aadhar No. _____) duly authorized *vide* resolution dated _____,

(hereinafter jointly/severally, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s heirs, legal representatives, executors, administrators, successors and assignees; (ii) partnership firm/ LLP - all the existing partners of the Firm/ LLP and all future partner from time to time and the last surviving partner, his/her/its heirs, legal representatives, administrators, executors, successors and permitted assigns (iv) HUF- each existing member of the HUF and all the future members from time to time and the last co-parcener of the HUF and its heirs, legal representatives, administrators, executors and successors; (iii) company/ society/ trust - its successor(s)-in-interest, trustees, society members and permitted assign(s); as the case may be of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- (a) **“Agreement” / “Agreement for Sale”** shall mean this Agreement for Sale which will be executed by the Promoter, Landowners and the Allottee along with its recitals, annexures, schedules and terms and conditions in respect of the Plot and registered with the concerned Sub-Registrar;
- (b) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (c) **“Application”** shall mean the application for the provisional allotment of the Plot in the said Project as made by the Allottee;
- (d) **“Allottee”** shall mean the Allottee of the Plot whose particulars are set out in this Agreement and who has appended his/her signature(s) on each page hereof, towards acknowledgement of having agreed to the terms and conditions of this Agreement;
- (e) **“Association of Allottees”** shall mean the association of the allottees in the Project which may be formed by the Promoter under the Applicable Laws;
- (f) **“Building Plan(s)”** shall mean the building plan(s) for the individual Commercial plots in the Project as approved under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (the **“Punjab Act”**) and The Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 (the **“Punjab Rules”**) or any other Applicable Law, to be obtained by the allottees;
- (g) **“Common Areas”** shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Real Estate Act read with rule 2(1)(f) of the Rules. For the purposes of this Agreement, the Common Areas of the Project shall exclude the common areas within the Plot;
- (h) **“Competent Authority”/ “Government Authority”/ “Statutory Authority”** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project and/or the Plot and the expression **“Government Authorities”/ “Competent Authorities”/ “Statutory Authorities”** shall be construed accordingly;
- (i) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Plot shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act and Applicable Laws;
- (j) **“DGTCP” / “DTCP”** shall mean Director General, Town & Country Planning Department, Haryana / Director, Town & Country Planning Department, Haryana;
- (k) **“Delayed Payment Charges”** shall mean interest equivalent to State Bank of India’s highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Real Estate Act;
- (l) **“Earnest Money”** shall mean 10 % of the Total Price to be paid by the Allottee as per the Payment Plan;
- (m) **“External Development Charges (EDC)”** means the external development charges including interest thereon levied or leviable on the Plot/ Said Project/Scheduled Land (whatever name called or in whatever form) by the Government of Haryana or any other competent authority and with all such conditions imposed (now or in future) to be paid by the Allottee and also includes any further interest payable thereon and any increase in such

- charges;
- (n) **“Force Majeure”** shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligation under the Agreement *inter-alia* including war, act of god, flood, drought, fire, cyclone, earthquake or any other natural calamities, epidemic or pandemic, or any catastrophe (natural or man-made) of unpredictable and unimaginable magnitude beyond the control of the Promoter, 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 Promoter or due to any notice, order, rule, policy/ guidelines, decisions or notification of the Central or State Government and/or any other public or competent authority tribunals/judicial/quasi-judicial bodies or due to any change in applicable law or any delay on account of receipt of approvals, or for any other reason which are unforeseen or beyond the control of the Promoter and any other such event or circumstance similar or analogous to the foregoing;
 - (a) **“Goods and Service Tax”/ “GST”** shall mean any tax imposed on the supply of goods or services or both under the Integrated Goods & Service Tax Act, 2017, GST (Compensation to the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars;
 - (o) **“HARERA”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project;
 - (p) **“HARERA Rules”** shall including the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations framed thereunder, as amended from time to time;
 - (q) **“IFMS”** means the interest free maintenance security deposit to be paid by the Allottee as and when demanded by the Promoter/Maintenance Agency as security for payment of periodical maintenance charges and to be utilized by the Promoter/ Maintenance Agency for payment of arrears of Maintenance Charges/Common Area Maintenance Charges, etc.;
 - (r) **“Layout Plan”** shall mean the layout plan of the various components of the Project/ Commercial Colony within its peripheral boundaries and shall include all subsequent revisions thereof;
 - (s) **“Maintenance Agency”** shall mean either the Promoter itself/ Association of Allottees or any third party employed/ hired/ engaged/ nominated by the Promoter/ Association of Allottees for the purposes of carrying out the maintenance and upkeep of the Common Areas in/ of the said Project/Commercial Colony;
 - (t) **“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Allottee with Maintenance Agency and/or registered Association of Allottees upon offer of possession of Plot by Promoter to the Allottee, in the format prescribed by the Maintenance Agency, which shall be applicable to and binding for all the plot owners/ and occupants of the Project as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the common areas of Project/Commercial Colony but shall not include the areas within the Plot;
 - (u) **“Other Charges”** shall mean and include electric connection charges, electricity meter charges, sewer connection charges, etc. has been estimated to be ₹ _____/- and to be paid before taking over the handover of the Plot. Any change or increase of any such charges shall be paid by the Allottee in proportion to the area of the Plot;
 - (v) **“Payment Plan”** shall mean the Payment Plan as annexed to this Agreement in ‘Annexure-IV’;
 - (w) **“Plot”** shall have the meaning ascribed to it in Clause 1.1. below in this Agreement;
 - (x) **“Project”** shall have the meaning ascribed to it in Recital D below in this Agreement;

- (y) **“Real Estate Act”** shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including any amendment or re-enactment thereof from time to time;
- (z) **“Section”** means a Section of the Real Estate Act and the HARERA Rules;
- (aa) **“State Infrastructure Development Charges (SIDC)”/ “IDC”** shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Haryana on the Project/Commercial Colony/Scheduled Land, now or in future, by whatever name called, to be paid by the Allottee and also includes any interest thereon and any further increase in such charges;
- (bb) **“Taxes and Cesses”** shall mean any and all taxes by way of Goods and Services Tax (GST) or any other taxes and cesses, charges, levies by whatever name called, payable at the rates prevailing at the time of respective payments in connection with the development of the Project and the Plot, now or in future;
- (cc) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party;
- (dd) **“Total Price”** shall mean the Total Price for the Plot based on the actual Plot area as set out herein below in this Agreement and more particularly set out in ‘**Annexure-III**’ of this Agreement.

INTERPRETATION:

Unless the context otherwise requires, in this Agreement:

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
 - (iv) reference to the words “include”, “including” and “in particular” shall be construed without limitation;
 - (v) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
 - (vi) the term “Clause” refers to the specified Clause of this Agreement;
 - (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
 - (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - (ix) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
 - (x) references in this Agreement to any law or statute includes a reference to that law or

- statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
- (xi) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavour” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
 - (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
 - (xiii) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
 - (xiv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

WHEREAS:

- A. The Landowners are the absolute and lawful owners of lands admeasuring 6.40625 acres (____ hectares) situated at Village Bajghera, Tehsil and District Gurugram, Haryana, within the boundaries of Sector 114, Gurugram, Haryana (hereinafter referred to as “**Project Land**”);
- B. The Landowners and the Developer have entered into collaboration agreement on the terms and conditions contained therein and as amended from time to time in respect of the aforesaid Project Land (hereinafter referred to as “**Definitive Agreements**”);
- C. The Promoter has conceived, planned and is developing a plotted commercial colony over the Project Land under the name & style of ‘**Emaar Business District-114**’ or “**EBD-114**’ (hereinafter referred to as the “**Project**”) comprising of shop cum office (SCO) plots facilities and amenities thereto in a planned manner. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been complied with.
- D. Pursuant to the said Definitive Agreements between the Developer and the Land-Owners, Director General, Town and Country Planning Haryana (‘**DGTCP**’) has granted License No. 14 of 2021 dated 12th March, 2021 (to be read with the Layout plan vide a drawing No. _____ dated _____) under the Haryana Development & Regulation of Urban Areas Act, 1975 (in short “**1975 Act**”) and the Haryana Development & Regulation of Urban Areas Rules, 1976, (in short “**1976 Rules**”) (“**Licence**”) for using the aforementioned Project Land for the development of the plotted commercial colony. The Promoter agrees and undertakes that the Promoter shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act/ any other laws of the State as applicable.
- E. The extent of Project Land may be modified by way of addition/ deletion of land parcels forming part of Project Land in future including addition of land parcels in the Project Land

for granting passage/ entry/ exit in the plotted commercial colony and to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the Director General, Town and Country Planning, Haryana (“**DGTCP**”) (formerly known as Director, Town and Country Planning “**DTCP**”) or any other Government Authority (“**Commercial Colony**”).

- F.** The Developer has been vested with complete authority and all appropriate and requisite rights and powers by the Landowners for undertaking and carrying out the exclusive development over Project Land under Definitive Agreements. The Developer is authorized to undertake the marketing, sale and administration of the SCO plots in the Project to be developed on the Project Land including the conveyance of the said SCO plots and accordingly the Developer is entitled to invite applications and make allotment in its name.
- G.** The Developer has the right and is authorized and empowered to receive applications for sale of SCO plots, make and negotiate terms and conditions for such sale, receive the Total Price (as hereinafter defined) and other payments towards costs, charges and dues as stated in the Application and this Agreement to be executed in furtherance thereof and/or as otherwise may be due from the Allottee and to give valid discharge/receipts thereof in its own name, make allotments of SCO plots, execute the Agreement, sign, execute, deliver and register further documentation for the conveyance and sale of SCO plots and other additional/ incidental/ ancillary documents as may be necessary.
- H.** The Allottee has understood all limitations, restrictions, requirements and obligations of the Developer in particular and the Promoter in general.
- I.** The Promoter has registered the Project under the provisions of the Real Estate Act with the Haryana Real Estate Regulatory Authority for Gurugram at Gurugram on _____ under Registration No. _____ of _____;
- J.** The Allottee, after satisfying himself/herself/itself/ themselves about the rights and title of the Promoter/ Landowners over the Project Land, had applied for a Shop cum Office Plot in the Project and has been allotted a Shop cum Office Plot No. _____ in the Block No. _____ (hereinafter referred to as the “**SCO Plot**”) having an area admeasuring approximately _____ Sq. Mtrs. (_____ Sq. Yards) as permissible under the Applicable Laws and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975) (hereinafter referred to as the “**Plot Area**”) in the Project as more particularly described and detailed and as depicted in ‘**Schedule B**’ and the payment plan of the SCO Plot is annexed hereto and marked as ‘**Schedule C**’);
- K.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. All contents and terms and conditions of this Agreement are duly and fairly drafted and imbibed as per provisions of Real Estate Act;
- L.** The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the SCO Plot in the said Project being developed as per currently approved layout plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely

in lieu of the consideration for the transfer/ sale/ conveyance of the SCO Plot and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement;

- M.** The Allottee acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to him with its full legal import and effect and the Allottee has obtained independent advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee;
- N.** The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the SCO Plot. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the said Project;
- O.** It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the said Project and no impression/ representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the said Project;
- P.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the SCO Plot which is solely commercial in nature and the construction thereupon shall be undertaken, carried out and completed by the Allottee himself as per the permissible norms and the Applicable Law after obtaining the requisite sanctions, permissions, approvals, registrations etc. from the concerned.
- Q.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the SCO Plot/Project;
- R.** The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- S.** In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the SCO Plot for commercial usage.

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

1. TERMS

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the SCO Plot for commercial use as specified in Recital J.

1.2 The Total Price for the for the SCO Plot based on the plot area is INR _____ (Rupees _____ only) (“**Total Price**”). The description of the Total Price is provided in ‘**Annexure- III**’ herein.

SCO Plot No. _____	
Area of the SCO Plot (in square meter) _____	Area of the SCO Plot (in square feet) _____
Total Price (in rupees)	INR _____ (Rupees _____)

1.3 In addition to the Total Price, the Allottee shall be liable to pay additional charges towards IFMS and other payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently described in ‘**Annexure-III**’ (“**Other Payments**”). The Allottee shall make the payment as per the payment plan (“**Payment Plan**”) set out in ‘**Annexure-IV**’.

Explanation:

- (i) The Total Price as mentioned above includes the Earnest Money paid by the allottee to the Promoter towards the SCO Plot.
- (ii) The Total Price as mentioned above includes Taxes and Cesses /charges/fees/levies etc. which may be levied, in connection with the development of the Project paid/payable by the Promoter up to the date of offer of handing over the possession of the SCO Plot to the Allottee or the Project to the Competent Authority/Association of Allottees, as the case may be, after obtaining the necessary approvals from Competent Authority for the purposes of such possession.

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification.

Provided further, if there is any increase in the Taxes and Cesses/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with HARERA, which shall include the extension of registration, if any, granted to the said project by the HARERA, as per the Real Estate Act and HARERA Rules, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.
 - (iv) The Total Price of SCO Plot for commercial usage includes recovery of price of land, development of the SCO Plot but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, EDC/SIDC, Taxes and Cesses/fees/levies etc., cost of providing electric wiring, electrical connectivity to the SCO Plot, water line and plumbing and firefighting equipment in the Common Areas, Maintenance Charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
 - (v) It is agreed that GST is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with GST applicable thereon will be computed as and when Allottee will make such payments to the Promoter in terms of the Agreement.
 - (vi) Upon the offer of possession of the SCO Plot to the Allottee, the Allottee agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on their demand all the Taxes and Cesses including without limitation in the form of GST on amount payable in or in relation to sale of SCO Plot, fire-fighting tax or any fee, cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future and on any other charges payable by the Allottee to the Promoter and/or to Maintenance Agency and/or its nominee or any other supplier of utilities and services in terms of this Agreement. The same shall also be payable by the Allottee in proportion to the area of the SCO Plot acquired under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee agrees and undertakes to keep the Promoter fully harmless and indemnified in respect of such liability, costs, charges, penalties or expenses arising out of the same.
 - (vii) Any betterment charges, development levies and any other sums payable to or demanded by any Government Authority over and above the Total Price as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the Plot in name of the Allottee, shall be borne by the Allottee and shall be payable immediately on demand.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time, which the Allottee shall be liable to pay proportionately along with other allottees in the Project, as applicable. The Allottee also agrees that in case of any decrease attributable to cost / charges / fees / levies etc. (including with retrospective effect, if any) as may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next instalment due from the Allottee following the intimation of such decrease by the Promoter/ Competent Authority, as the case may be. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter 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 Project as per registration with the HARERA 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 Allottee.

- 1.5 The Allottee shall make the payment as per the payment plan set out in ‘**Annexure-IV**’ (“**Payment Plan**”).
- 1.6 It is agreed that the Promoter shall not make any material additions and alterations in the sanctioned/ approved layout plans / service plan estimate of the Project and specifications and amenities in respect of the SCO Plot, without the previous written consent of the Allottee as per the provisions of the Real Estate Act and rules made thereunder or as per approvals/instructions/guidelines of the Competent Authorities. Provided that, the Promoter 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 and HARERA Rules made thereunder or as per approvals/instructions/guidelines of the Competent Authorities or alterations as may be required to make the enjoyment of the Project comfortable and convenient for the allottees / occupants / users at large.
- 1.7 The Allottee has been informed and made to understand that in case any specifications qua the Project or part thereof are required to be varied/ altered/ modified in the best interest of the allottees and/ or the Project, the Promoter shall be entitled to carry out such modifications, alteration, variations as per the Applicable Law and/ or prudent industry practice and which are reasonable and justifiable and the Allottee agrees not agitate upon the same either individually or collectively with others. The above shall in no manner be interpreted to prejudice the rights and interests of the Allottee.
- 1.8 The Promoter shall confirm the area of a SCO Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee after the development of the Project or part thereof, as the case maybe, along with essential services being complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area of the SCO Plot. The Total Price payable for the area of the SCO Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall adjust such excess amount in the subsequent demand to be paid by the Allottee and in case the Promoter such adjustment is not made then the Promoter shall refund the excess money paid by the Allottee within 90(Ninety) days with annual interest at the rate prescribed in the RERA Act and HARERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than 5% (Five) percent of the area of the SCO Plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in ‘**Annexure-IV**’. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement. No other claim, monetary or otherwise, shall lie against the Promoter.
- 1.9 Subject to Clause 9.3, and upon execution of the Conveyance Deed, the Promoter agrees and acknowledges, the Allottee shall have the right to the SCO Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the SCO Plot for commercial use;
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State of Haryana. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees/Competent Authorities after duly obtaining the completion certificate from the Competent Authority, as the case may be;
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his SCO Plot, but will follow the safety guidelines of the Promoter including the proper documentation, if any, for such visit. For any such site visit, the Allottee shall have to give an advance written request for the same and the Promoter shall arrange the site visit of the Allottee accordingly. The Promoter and persons claiming under/ through the Promoter shall not be held responsible/ accountable for any loss or damage which may be suffered by the Allottee on account of any accident/ mis-happening that may occur/ happen to the Allottee and/or any other person accompanying the Allottee and/or to the property of the Allottee and/or of such other person, at the time of such inspection.

1.10 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the SCO Plot to the Allottee, which it has collected from the Allottee, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are related to the Project/Commercial Colony). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the SCO Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the SCO Plot, to pay such outstanding(s) and penal charges, if any, to the Competent Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of. _____ (Rupees _____ only) as application amount being part payment towards the Total Price of the SCO Plot at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the SCO Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest for the delayed period to the Promoter, at the rate prescribed in the Rule 15 of HARERA Rules i.e. Delayed Payment Charges computed on and from the due date.

1.12 The Allottee has been informed that the Total Price as mentioned in this Agreement is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision

for electrification of street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the registration charges, stamp duty, documentation charges/ legal charges including statutory deposits as per actual plus administrative charges etc.

- 1.13 In case the Promoter enriches/ enhances the specifications of the SCO Plot on the express instructions and advise of the Allottee as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee as additional costs and charges and the Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.
- 1.14 The Allottee hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter and the Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and any real estate agent and/or any third parties and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.
- 1.15 The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC/ SIDC/ IAC, as the case may be, as applicable or similar charges to the extent set out herein.
- 1.16 In the event the Competent Authorities are not able to provide such external facilities by the time the SCO Plot is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/ Association of Allottees. In case these external linkage facilities have to be provided by the Promoter, wherein these are not provided by the Competent Authority, wherein the trunk facility is not in close proximity with the Project/ Commercial Colony or the Promoter is instructed by the Competent Authorities to provide the same, then the Allottee shall have to bear and pay these charges in proportionate basis to the Promoter, as the Promoter is not in a position to assess these charges at this point of time.
- 1.17 The Promoter shall be entitled to, at its sole discretion, add / integrate any additional contiguous land, which may be acquired / developed, to this Project and/or may extend

this Project to the extent of additional contiguous land or plan a new project in integration of this Project on the additional contiguous land or launch new phases of this Project on additional or adjacent / adjoining land. In such a case, the Promoter will be entitled to get the layout plan of this Project along with the layout plan of the additional contiguous land or additional/adjacent/ adjoining land revised and get the additional contiguous land licensed from DTCP, Haryana or any other Competent Authority in addition to the existing license for this Project as per Applicable Laws. The Allottee of the extended project or new project on additional contiguous land project, as the case may be, shall be entitled to similar rights to use the facilities, amenities and utilities of this Project as may be available to the Allottee of this Project. Similarly, the Allottee of this Project shall have similar rights to use the facilities, amenities and utilities as may be made available to the Allottee of the new / integrated project on the additional contiguous land.

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

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, 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 _____. The Promoter reserves the right to amend or change the account details and payment advises/ instructions and provide new or modified bank account details to allottees subject to the provisions of the Real Estate Act and HARERA Rules. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Allottee and credit shall be granted from the date of actual receipt of funds.
- 2.2 The Allottee agrees and understands that if the Allottee delays in making payment towards the amount which is payable as per the Payment Plan, then the Allottee shall be liable to pay the Delay Payment Charges to the Promoter.
- 2.3 The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013) to deduct tax at source (TDS) from each instalment/ payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of

remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.

- 2.4 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the SCO Plot. The Allottee shall notify the Promoter in case of any payment that have been made via RTGS/NEFT/IMPS or any other mode of online payment so as to enable the Promoter to account such payment to the Allottees account. Any failure on the part of the Allottee to notify the Promoter shall not absolve the Allottee from making the payments on the due dates.
- 2.5 The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the SCO Plot as may be permissible under Applicable Law, however the Allottee's obligation to make timely payments for the SCO Plot pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the SCO Plot. The rights of the financial institution/ bank/ entity or any other lawful source shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity or any other lawful source.
- 2.6 Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source from whom the Allottee has raised loan/ finance for purchase of the SCO Plot. In cases of any such refund being made by the Promoter (after deducting the Earnest Money, Delayed Payment Charges, if any, and brokerage) directly to the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the

Allottee in respect of and in relation to the SCO Plot against the Allottee as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source and no other claim, monetary or otherwise shall lie against the Promoter and the SCO Plot.

- 2.7 Save and except in the case of any bank/ financial institution/ entity or any other lawful source with whom any agreement has been separately executed for financing the SCO Plot, if any, the Promoter shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party.
- 2.8 The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the SCO Plot and/or under this Agreement whatsoever. The Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.
- 2.9 The mode of payments will be as per the schedule attached and opted by the Allottee from the available options.
- 2.10 The payment options opted by the Allottee in this Agreement is final and no changes are normally allowed in the same. In the event the Allottee desires any changes, the Allottee shall make a request in writing which the Promoter shall consider without any obligation for providing the same. However, if the Promoter decides to make any changes as per the request, the Allottee shall be liable to make payments for the same as decided by the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident/ residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules and regulations made thereunder, directions and circulars issued from time to time and any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment for acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of the Allottee and such Third Party shall not have any right in the application/Allotment of the SCO Plot applied for in any way and the Promoter shall be issuing payment receipts in favor of the Allottee only. The Allottee shall keep the Promoter 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 Promoter immediately and comply with all necessary formalities, as specified and under the Applicable Laws.

3.3 The Allottee has / have represented and warranted to the Promoter and/or the Landowners that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint / impediment in this regard and further the Allottee and / or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action thereunder.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

4.2 The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE

5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the HARERA and towards offer of handing over the SCO Plot to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, subject to Force Majeure and subject

to the Allottee complying with all its obligations.

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

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT/SCO PLOT

- 6.1 The Allottee has seen the proposed layout plan/demarcation-cum-zoning plan, specifications, topography, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the Project where the SCO Plot is located and has accepted the site plan, payment and has consented and agreed to abide by the bye-laws, FAR, density norms, provisions prescribed, approved plans, terms and conditions of License/ allotment, all Applicable Laws as applicable from time to time.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017 (if applicable), FAR, density norms, provisions prescribed, approved/sanctioned plans, terms and condition of the License/allotment as well as registration of HARERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities for the Project/ Commercial Colony 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 HARERA Rules made thereunder or as per approvals/instructions/guidelines of the Competent Authorities.
- 6.3 The Allottee shall undertake the construction on the SCO Plot as per the terms of and within the agreed timelines as provided in this Agreement and as otherwise permissible under the Applicable Laws. The Allottee undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the said SCO Plot in particular and the Allottee shall also strictly abide by the Applicable Laws to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Promoter fully indemnified and harmless in this regard.
- 6.4 The Allottee agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications of the built-up area in the Project. The SCO Plot allotted to the Allottee can be used only for commercial / SCO purposes and the Allottee hereby undertakes to use and develop the SCO Plot for this purpose only and not for

any other purpose whatsoever.

- 6.5 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the SCO Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same on the SCO Plot at the Allottee's sole costs and expenses. For this purpose, the Allottee undertakes to abide by all rules, bye-laws, notifications, circulars of the local authorities, Competent Authorities and shall conform, abide by and adhere to the same at all times.
- 6.6 The Allottee undertakes and agrees that the construction and development on the SCO Plot shall be carried out strictly in accordance with the plans/ design / nomenclature prepared by the Promoter in accordance with the Government Approved service plan estimate and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Allottee on the SCO Plot shall be in accordance with the guidelines if any, provided by the Promoter to the Allottee in this regard, which shall be scrupulously followed by the Allottee. The Allottee agrees to undertake construction and development of the SCO Plot within the time period as may be advised by the Promoter at the time of offer of possession, all in accordance with the Applicable Laws and after obtaining the requisite permissions, sanctions, approvals etc. from the concerned.

7. POSSESSION OF THE SCO PLOT

- 7.1 **Schedule for possession of the said SCO Plot** - The Promoter agrees and understands that timely delivery of possession of the SCO Plot to the Allottee is the essence of the Agreement.
- 7.2 It is further agreed between the Parties that the Allottee shall not raise any objection or refuse to take possession of the SCO Plot on any pretext whatsoever, if the possession of the same is being offered duly completed with all specifications and amenities, any time prior to the aforementioned period in Clause 7.2.
- 7.3 The Promoter assures to hand over possession of the SCO Plot as per agreed terms and conditions unless there is delay due to but not limited to (i) force majeure as per applicable law or as understood in common parlance; (ii) court orders; (iii) Government Policy/ guidelines; (iv) policy/ guidelines of Competent Authorities; (v) decisions affecting the regular development of the Project; (vi) the promulgation of or an amendment in any law, rule or regulation, or the issue of any injunction, or direction from any Governmental Authority(ies) / Competent Authority(ies) that restricts or prevents the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (vii) any legislation, order or rule or regulation made or issued by the Governmental Authority(ies) / Competent Authority(ies) or any other authority; (viii) if any Governmental Authority(ies) / Competent Authority(ies) refuses, delays, withholds, denies the grant of any necessary or requisite approval for the said Project or any part thereof or any SCO plots therein, or other facilities and amenities and provisions therein; (ix) if any matters, issues relating to such approvals, permissions, notices, notifications by the

Governmental Authority(ies) / Competent Authority(ies) becomes subject matter of any suit / writ / legal proceedings before any competent court of law; (x) any restraint or other embargo on the construction / development or restrictions on the timings of construction / development by any court of law or other Competent Authority / Governmental Authority whether it be partial / complete; (xi) by any other event/ reason of delay recognized or allowed in this regard by any Governmental Authority(ies) / Competent Authority(ies) or other authority or under the Applicable Laws, on or before the expiry of the validity of the HARERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the HARERA Rules or as otherwise permissible under the Applicable Laws, subject to however to the limitations and the timely performance of its obligations by the Allottee under the terms and conditions of this Agreement. If, the completion of the Project is delayed due to any of the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for the offer of delivery of possession of the SCO Plot. The Allottee shall not be entitled to any compensation for the period of such delay.

- 7.4 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and abovementioned conditions, then the allotment of the SCO Plot shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within 90 (Ninety) days subject to the receipt of refund/ credit of applicable taxes by the Promoter from the Competent Authorities. The Promoter shall intimate the allottee about such termination at least 30(Thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.5 **Procedure for taking possession of SCO Plot**

The Promoter, upon obtaining the approved demarcation-cum-zoning plan and upon provision of services by the Promoter, in respect of Project shall offer in writing the possession of the SCO Plot ("**Notice for Intimation of Possession**") within 3(three) months from the date of above, to the Allottee as per terms of this Agreement, *inter alia* subject to (i) payment of the Total Price by the Allottee; (ii) Delayed Payment Charges (if applicable thereon); (iii) Other Charges; (iv) and to execute necessary indemnities, undertakings, Maintenance Agreement and other documentation as the Promoter may prescribe.

- 7.6 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges and holding charges as determined by the Promoter/Association Of Allottees/Competent Authority, as the case may be.
- 7.7 The Promoter, shall handover the possession of the SCO Plot, to the Allottee subject however to fulfillment by the Allottee of following conditions precedent ("**Conditions**")

Precedent”):

- a. The Allottee shall have paid the Total Price and Delayed Payment Charges, if any;
 - b. The Allottee shall have paid all Taxes and Cesses, costs, charges, stamp duty required towards execution of the Conveyance Deed and this Agreement and all other costs and charges required to be paid by the Allottee in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof;
 - c. The Allottee shall not be in breach of the terms hereof.
- 7.8 Possession of the SCO Plot shall be simultaneous to the execution of Conveyance Deed. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Maintenance Agency or the Association of Allottees/Competent Authority, as the case may be.
- 7.9 The Promoter shall have the first lien and charge on the SCO Plot for all its dues that may/ become due and payable by the Allottee to the Promoter.
- 7.10 After the receipt of all installments and other dues, if any, **“No Dues Certificate”** will be issued by the Promoter to the Allottee. After the issuance of No Dues certificate, the Allottee shall be required to get the Conveyance Deed executed.
- 7.11 **Failure of Allottee to take Possession of SCO Plot**
Upon receiving a written intimation from the Promoter as per Clause _____ i.e. Notice for Intimation of Possession, the Allottee shall take possession of the SCO Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the SCO Plot to the Allottee as per terms and condition of the Agreement.
- 7.12 In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in the Notice for Intimation of Possession, , then the (i) Allottee shall continue to be liable to pay all dues as specified in the Notice for Intimation of Possession along with the Maintenance Charges and holding charges at the prescribed and applicable rates for the period beyond 3(three) months till actual date of possession and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the SCO Plot until the entire outstanding dues along with Delayed Payment Charges, applicable Maintenance Charges and holding charges as may be applicable thereon, have been fully paid by the Allottee. The Allottee agrees that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement which shall be separately payable at the risk, responsibility and cost of the Allottee.
- 7.13 In the event of non-payment of such holding charges or Maintenance Charges and/or due to unreasonable delay in taking over the possession in spite of the reminders sent by the Promoter and such delay exceeds more than 3 (three) months from the date of

expiry of the stipulated time period for taking possession of the SCO Plot, the Promoter shall be at liberty to cancel this Agreement as well as allotment of the SCO Plot and forfeit the Earnest Money and also recover/adjust the Delayed Payment Charges and brokerage and any rebates availed earlier/margin/incentive paid by the Promoter to a “**Channel Partner**” (in case the booking is made by the Allottee through a Channel Partner), along with applicable taxes on such forfeited amount or any other charges as maybe permitted to be deducted/forfeited under the Applicable Law from the payment made by the Allottee up to the date of such cancellation. The Promoter shall however provide a prior written notice of 30 (thirty) days in writing to the Allottee prior to effecting such cancellation.

7.14 Possession by the Allottee

After obtaining the approved Zoning-cum-Demarcation Plan and upon laying of the services as approved as per the service plan estimate, in respect of a Project/Commercial Colony , as the case may be and handing over the physical possession of the SCO Plot to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the Association of Allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of HARERA Rules, 2017.

7.15 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Real Estate Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money amount paid for the allotment and the Delayed Payment Charges, if any (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) and brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to an “**Channel Partner**” (in case the booking is made by the Allottee through an Channel Partner), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90(Ninety) days of such cancellation.

7.16 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Real Estate Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure, Court orders, Government policy/guidelines, decisions, affecting the regular development of the Project and/or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, and the circumstances / events as set out / enumerated in Clause 7.3, and the extension of the time in pursuance thereof for the Promoter’s obligations, if the Promoter fails to give the offer of possession of the SCO Plot.

- (i) in accordance with the terms of this Agreement, duly completed by the scheduled date of completion as specified in the HARERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the HARERA Rules or as otherwise permissible under the Applicable Laws
- (ii) 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the SCO Plot, subject to receipt of the refund/ credit of applicable taxes by the Promoter from the Competent Authorities, with Delayed Payment Charges within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay i.e. Delayed Payment Charges, till the offer of the possession of the SCO Plot, which shall be paid by the Promoter to the Allottee within 90(Ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

8.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter/Landowner has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and possession of the Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) Save and except as the information/disclosure provided from time to time in terms of the Real Estate Act, there are/shall be no encumbrances upon the Project Land or the Project;
- (iv) All current and existing approvals, licenses, sanctions and permission issued by the Competent Authorities with respect to the Project or phase(s), as the case may be, as well as for the SCO Plot being sold to the Allottee are valid and subsisting and have been obtained by following due process of Applicable Law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project or phase(s), as the case may be, as well as for the SCO Plot and for Common Areas as provided under Rule 2(1)(f) of HARERA Rules, 2017;

- (v) The Promoter 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;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said SCO Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said SCO Plot to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the SCO Plot to the Allottee, Common Areas to

- the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of HARERA Rules, 2017;
- (ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till the Intimation of Offer of Possession of the SCO Plot has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, Rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of HARERA Rules, 2017;
 - (xi) Save and except as disclosed by the Promoter to the concerned Government Authority in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act and HARERA Rules no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure, Court orders, Government policy/guidelines, decisions, policy/ guidelines of Competent Authorities, decisions affecting the regular development of the Project and/or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, and the circumstances / events as set out / enumerated in Clause 7.3, and the extension of the time in pursuance thereof for the Promoter's obligations, the Promoter shall be considered under a condition of Default, in the following events:
- (i) the Promoter fails to offer the possession of the developed SCO Plot to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Competent Authority, barring failure of government/ other statutory bodies in providing the external infrastructure such as laying of sewer, water supply line, road electrification.
For the purposes of developed SCO Plot, it shall mean the SCO Plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the Competent Authority) and for the same the Promoter has obtained demarcation-cum-zoning plan;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the HARERA Rules or regulations made thereunder.
- 9.2 In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments of any payment/future installment (yet to be due) as per the Payment Plan to Promoter as demanded by the Promoter. If the Allottee stops/suspends making payments, the Promoter subsequently rectifies/ remedies the default/ corrects the situation by completing the relevant development milestones and only thereafter the Allottee be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the SCO Plot, along with interest at the rate prescribed in the HARERA Rules within 90(ninety) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate prescribed in the HARERA Rules, for every month of delay till the offer of handing over of the possession of the SCO Plot, which shall be paid by the Promoter to the Allottee within 90(ninety) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the HARERA Rules i.e. Delayed Payment Charges;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 90(ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the SCO Plot in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the Earnest Money paid for the allotment and the Delayed Payment Charges, if any, and brokerage/ any rebates availed earlier/ margin/ incentive paid by the Promoter to an “**Channel Partner**” (in case booking is made by the Allottee through an Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90(ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30(thirty) days prior to such termination.

In case the obligations as above are not complied with either by the Allottee or the Promoter, the Authority may issue suitable directions.

10. CONVEYANCE OF THE SAID SCO PLOT

- 10.1 The Promoter on receipt of Total Price of the SCO Plot as per 1.2 along with Delayed Payment Charges, if any, as may be applicable thereon and completion of all other formalities and documentation by the Allottee as per this Agreement, shall execute a Conveyance Deed preferably within 3(three) months but not later than six months from

possession and convey the title of the SCO Plot for which possession is granted to the Allottee. However, payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the Conveyance Deed.

- 10.2 Provided that, the SCO Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017.
- 10.3 However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter. In such cases, the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee and the Promoter/ the Association of Allottees/ the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee.
- 10.4 The Allottee agrees to sign, execute and deliver the definitive documents including but not limited to this Agreement and a separate Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or the registered Association of Allottees for the maintenance and upkeep of the Project, as and when required along with declarations and undertakings contained therein. The Allottee accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the SCO Plot.
- 10.5 The Allottee further agrees and undertakes to remain present in person before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.
- 10.6 The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed.

11. MAINTENANCE OF THE SAID SCO PLOT/ PROJECT

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project/Commercial Colony by the Association Of Allottees or Competent Authority, as the case may be, The cost of such maintenance has been included in the Total Price of the SCO Plot.
- 11.2 In case, the Allottee/Association Of Allottees fails to take possession of the said

essential services as envisaged in the Agreement or prevalent laws/Applicable Laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

- 11.3 The Allottee agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/ Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project/Commercial Colony, but not including the areas falling within the SCO Plot. These shall mainly related to services in respect of the public roads, landscaping, sewage, drainage, garbage clearance, water, street lights, pavements, security, telecommunication, etc. Execution of the Maintenance Agreement shall be a condition precedent for handing over possession of SCO Plot by the Promoter and also for executing the Conveyance Deed of the SCO Plot.
- 11.4 In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The Maintenance Agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.
- 11.5 Maintenance Charges shall be fixed by the Promoter/Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Intimation of Offer of Possession regardless of the actual date of taking over of possession by the Allottee or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Promoter/Maintenance Agency shall be final and binding upon the Allottee. The Maintenance Charges shall be recovered on such estimated basis, from all Allottee chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be decided by the Promoter/Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- 11.6 The Allottee agrees and undertakes that upon possession, the Allottee shall join the Association of Allottee as may be registered / formed under the Applicable Law by the Promoter and as provided for under the Applicable Laws, and shall not form / join / become part of any other association / society in respect of the SCO Plot or the Project/Commercial Colony. The agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.
- 11.7 The Allottee agrees to pay the IFMS in order to secure adequate provision of the maintenance services and for due performance by the Allottee in paying the

Maintenance Charges and other charges as raised by the Maintenance Agency from time to time. The Allottee agrees to pay the said IFMS as maybe demanded by the Promoter.

- 11.8 In case at any time, the maintenance services of the Project/Commercial Colony are handed over to the Maintenance Agency/competent local authority/the association of allottees, as the case may be, then the Promoter shall have the right to transfer the IFMS after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee to such Maintenance Agency/Competent Authority/Association Of Allottees, as the case may be and as the Promoter may deem fit and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS or advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee on account of the same.
- 11.9 The Allottee hereby unequivocally authorizes the Promoter, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

12. DEFECT LIABILITY

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90(ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act.

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

Provided, the Promoter shall not be liable for any such structural/ architectural defect which result from/ has been induced by: (i) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (ii) ordinary wear and tear in due course.

- 12.2 The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

13. RIGHT TO ENTER THE SCO PLOT FOR REPAIRS AND MAINTENANCE

WORKS

- 13.1 The Promoter/Maintenance Agency/Association Of Allottees/Competent Authority shall have rights of access of Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Association Of Allottees and/or Maintenance Agency/Competent Authority to enter into the SCO Plot including any premises thereon and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE

- 14.1 The Allottee shall use the SCO Plot only for commercial purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project/ Commercial Colony. Use of the SCO Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to the occupants/ users of the other SCO Plots in the Project/ Commercial Colony and/or which in any manner interferes with and/or obstructs the use of the Common Areas of the Project/ Commercial Colony, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities and prior notice thereof shall be given to the Promoter/Maintenance Agency/ the Competent Authority, as the case may be.
- 14.2 The Common Areas, if any, as located within the Project/ Commercial Colony but excluding the plots, shall be earmarked for purposes of services including but not limited to electric sub-station, feeder pillars, transformer, maintenance and service rooms etc. and other permitted uses as per the approvals, etc., granted by the Competent Authorities. The allottees shall not be permitted to use such Common Areas in any manner, and the same shall be reserved for use by the Maintenance Agency and/or its agents for rendering maintenance services.
- 14.3 The Allottee hereby agrees and confirms to indemnify the Promoter/ the Maintenance Agency, as the case may be, against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Plot for which the Allottee of the SCO Plot shall be solely liable and responsible, without any recourse to the Promoter/ the Maintenance Agency, as the case may be.

15. ASSIGNMENT / TRANSFER / NOMINATION ETC.

- 15.1 The Allottee understands that this allotment and/or right and entitlement of the Allottee hereunder is non-transferrable/ non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment/ transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment/ transfer, as may be levied by the Promoter from time to time; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter; and, (iv) permissibility

thereof under the Real Estate Act, the HARERA Rules and the Applicable Laws. In the event, the Allottee has obtained finance/ loan against the SCO Plot from any financial institution/bank/ Non-Banking Financial Company/ other lending institution/ lending entity then a no objection certificate/ letter by such financial institution/ bank/ Non-Banking Financial Company/ other lending institution/ lending entity shall also have to be submitted to the Promoter, permitting/ consenting to the requested assignment/ transfer by the Allottee.

- 15.2 The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer/ assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter, upon request of the Allottee.
- 15.3 Under no circumstances, permission for such assignment/ transfer shall be granted by the Promoter once the payment of Total Price has been made by the Allottee. Further the Allottee understands and agrees that on the Promoter consenting to such substitution, transfer, nomination or assignment, the subsequent allottee shall not be entitled to any compensation in terms of the Agreement.
- 15.4 In the event of such assignment/ transfer, the assignee/ transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee/ transferee. Any claim or dispute between the Allottee and such assignee/ transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.
- 15.5 The Promoter may at its sole discretion and subject to Applicable Laws and notifications or any government directions as may be in force, permit the Allottee to get the names of his/her nominee added, deleted, substituted along with/in his/her place subject to such terms and conditions and upon the payment of such applicable charges as the Promoter may levy. In case the Allottee is permitted to do so, the Allottee will be required to obtain a “**No Due Certificate**” from the Promoter and the Maintenance Agency.
- 15.6 The Allottee shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such substitutions, transfer, assignment or nominations and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported nomination, substitution, assignment or transfer by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Promoter to cancel this Allotment and to avail of remedies as set forth in this Agreement.
- 15.7 In the event of refusal or denial by the Promoter for giving permission to the Allottee for assignment, transfer, substitution or nomination of the SCO Plot being allotted herein, the Allottee has assured the Promoter and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Promoter has agreed to make

provisional allotment of the SCO Plot. Any purported assignment, transfer, nomination or substitution by the Allottee in violation of this Agreement shall be a default on the part of Allottee and shall be dealt with in terms of this Agreement.

- 15.8 Stamp duty, registration fee, taxes, etc. levied as a result of assignment, nomination, substitution, transfer or conveyance of the SCO Plot being allotted herein shall be borne by the Allottee.

16. APPROVALS AND CONSTRUCTION ON THE SCO PLOT

- 16.1 The Allottee agrees that the transaction contemplated herein shall always be subject to the Allottee strictly complying with the following:

- a) The Building Plans shall be as per the architecture control guidelines provided by the Promoter;
- b) Obtaining approvals of Building Plans and commencement of construction within a period of 6 months from the date of completion certificate/ part completion certificate of the Project;
- c) Construction on the commercial SCO Plot shall be completed within a period of 2 years from the date of completion certificate/ part completion certificate of the Project.

- 16.2 The Allottee agrees and undertakes to construct the shop cum office on the SCO Plot in accordance with the aforesaid architecture control guidelines and shall file all applications, designs, maps, building layout plans, etc., as per the said architecture control guidelines. The architecture control guidelines are annexed herewith as **Annexure-V**. The Allottee further agrees and undertakes to take necessary permissions, approvals, sanctions etc. as may be required from DTCP and /or any other Competent Authority in his/her/its/their own name to commence construction on the SCO Plot within 6(six) months from the date of completion certificate /part completion certificate of the Project.

- 16.3 The Allottee shall be entitled to receive incentives /cash back upon achieving the following milestones from the date of SCO Plot is handed over to the Allottee by Promoter:

i.	Milestones to be achieved by the Allottee	Period within which the milestone is to be achieved by the Allottee	Incentive / Cash Back (INR Sq. Yards) or INR Per Sq. Meters
ii.	Upon completion of construction as per architecture control guidelines and obtaining Occupation Certificate thereof	Within a period of 30 months from the date of handing over the possession of the SCO Plot to the Allottee	INR 37,500/- per sq. yards or INR____/- per sq. meter multiplied by Area of the SCO Plot
iii.	Upon completion of construction as per architecture control guidelines	Within a period of 36 months from the	INR 25,000/- per sq. yards or INR

	and obtaining Occupation Certificate thereof	date of handing over the possession of the SCO Plot to the Allottee	____/- per sq. meter multiplied by Area of the SCO Plot
	Only for Exclusive category	Within a period of 24 months from the date of handing over the possession of the SCO Plot to the Allottee	INR 37,500/- per sq. yards or INR____/- per sq. meter multiplied by Area of the SCO Plot
	Upon completion of construction as per architecture control guidelines and obtaining Occupation Certificate thereof	Within a period of 36 months from the date of handing over the possession of the SCO Plot to the Allottee	INR 25,000/- per sq. yards or INR____/- per sq. meter multiplied by Area of the SCO Plot

- 16.4 In the event the Allottee is unable to achieve milestone as set out at i) and ii) above but completes the construction of the building on the SCO Plot and obtains Occupation certificate from Competent Authority within the time stipulated at iii) above, then the Allottee shall be entitled to receive the entire incentive/ cash back upon achieving the milestone at iii) above.
- 16.5 In the event the Allottee is unable to achieve milestone as set out at i), ii) and iii) above, but completes the construction of the building at the site / SCO Plot and obtains occupation certificate from Competent Authority after the time stipulated at iii) above but before expiry of 3 (Three) years from the completion certificate / part completion certificate of the Project, then the Promoter may, at its sole discretion, pay incentive/ cash back at such rate or value as may be decided by the Promoter to the Allottee.
- 16.6 In the event the Allottee fails or neglects to complete the construction of the building as per architecture control guidelines / approved building layout plans and obtain occupation certificate even after a period of 3 (three) years from the date of completion certificate / part completion certificate of the Project, then the Allottee shall be not be entitled to receive any incentive /cash back from the Promoter.
- 16.7 In the event the Allottee breaches all or any of the above terms, then the Promoter shall have all the right to take appropriate legal action against the Allottee in law including but not limited to cancellation of this Agreement and the Conveyance Deed with respect to the SCO Plot.
- 16.8 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the SCO Plot allotted and for obtaining all the necessary permissions, sanctions and permits, occupation certificate from Concerned Authorities in its own name and at its own costs and expenses. For this purpose, the Allottee undertakes to abide by all laws, rules, regulations, model building bye-laws, Haryana Building Code,

2017, notifications, circulars of the local authorities, terms and conditions of the Central / State Government, Haryana Urban Development Authority, Local Bodies/ Authorities, laws pertaining to environment, fire, explosive, ground water, direct and indirect taxation, etc., and shall conform, abide by and adhere to the same at all times.

- 16.9 The Allottee agrees and undertakes to pay 3% of the Total Price of the SCO Plot as refundable Security Deposit to the Promoter towards security against the damage to the roads, facilities, amenities, common areas and services constructed in the Project. This is in addition to the Total Price payable by the Allottee. The Security Deposit shall be payable by the Allottee to the Promoter before the handing over the possession of the SCO Plot by the Promoter to the Allottee. The Allottee agrees and undertakes to be liable for any damage caused to any of the road, facilities amenities, common areas and services while constructing on his/her/its/ their SCO Plot and agrees to either repair the damage caused to the full satisfaction of the Promoter or pay for any damage caused to the road, facilities amenities, common areas and services. In the event the Allottee fails to repair the damage caused to the full satisfaction of the Promoter or pay for the damage caused to the road, facilities amenities, common areas and services, then the Promoter shall be entitled to recover a sum equivalent to the expenditure incurred for repair of the damage caused out of the Security Deposit made by the Allottee and the refund the balance amount, if any, to the Allottee.
- 16.10 The Security Deposit, after making adjustment towards the cost of restoring the road, common area, facilities, amenities and services to its original condition, if any, shall be refunded without any interest thereon, to the Allottee, only when the Allottee has obtained occupation certificate of the building constructed on the concerned SCO Plot.
- 16.11 The Allottee shall also be permitted, as far as it is feasible and permitted under the Applicable Law, to combine or amalgamate/ merge two or more adjoining SCO plots, provided the SCO plots are owned by the Allottee and the Allottee obtains necessary approvals and permissions from Competent Authority. All expenses (including any costs, fees, levies, charges) shall be paid by the Allottee.
- 16.12 The Allottee agrees and undertakes to be liable for all acts, events, mishaps, omission and commission on account of any contractor, sub-contractor or their employees, staff, labour during the development and construction of building on the SCO Plot. The Allottee further hereby indemnifies and shall keep the Promoter and the Land Owners including their Directors, officers, employees and agents indemnified and harmless at all times against all losses, claims, damages, liabilities, litigation expenses, costs and expenses arising out of a breach of any of its acts, omission and commission, representation, warranty, obligations or covenants under this Agreement or any law or any loss, claim, damages, liabilities arising out of non-compliance/breach of applicable laws including but not limited to RERA, DTCP, Master Plan, building bye laws, Haryana Building Code, 2017, etc.
- 16.13 If the Allottee fails to adhere to any such laws, rules and regulations, building bye-laws etc., as stated in abovementioned clause, then the Allottee shall be solely liable and

responsible for all or any consequences arising out of such defaults, breaches, violations and the Promoter shall not be held responsible and liable in this regard in any manner whatsoever. The Allottee shall keep the Promoter and the Landowners, its directors, employees, officers and agents fully indemnified in this regard.

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

17. GENERAL COMPLIANCE WITH RESPECT TO THE SCO PLOT

- 17.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the SCO Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the SCO Plot/Project, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the SCO Plot 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 SCO Plot is not in any way damaged or jeopardized.

- 17.2 The Allottee/ Association of Allottees further undertakes, assures and guarantees that they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project or Common Areas of the Project. The Allottee shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or Common Areas which otherwise are available for free access.

- 17.3 The Allottee/ Association of Allottees understands and agrees that it shall plan and distribute the electrical load for SCO Plot, within the SCO Plot, as per relevant and prevalent standards (including BIS standards) and latest NBC codes, and in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance Agency/ Association of Allottees /Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 18.1 The Parties are entering into this Agreement for the allotment of a SCO Plot with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the Project
- 18.2 The Allottee hereby acknowledges and understands that, if the Promoter/ Association of Allottees / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project/ Commercial Colony is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee, then in that eventuality the Allottee agrees and undertakes to execute and provide to the Promoter / Association of

Allottees / the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.

- 18.3 The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regarding the SCO Plot/ Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the SCO Plot.

19. ADDITIONAL CONSTRUCTIONS

- 19.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Commercial Colony after the layout plan, , service plan estimate, and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by Competent Authority and that the Allottee agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.

- 19.2 That the Allottee knows, agrees and understands that development of the Project/ Commercial Colony is subject to further expansions as permissible under the Real Estate Act, the HARERA Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Allottee agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.

- 19.3 That the Allottee further agrees and understands that the future permissible expansion shall be an integral part of the Project/ Commercial Colony itself, therefore, the Promoter as per the Real Estate Act, the HARERA and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

20. ENVIRONMENTAL OBLIGATION OF THE ALLOTTEE

- 20.1 The Allottee does hereby agree and undertake that the Allottee shall always maintain the ecological harmony, inter alia, common area solar lightning, water recycling, water segregation, CFL lighting, solar water heating, harvesting and recharge to maintain flora & fauna, extensive plantation and fully understood and willingly commits to share the extra obligations for environment conservation within the Project/Commercial Colony and shall always be cooperative and vote for any all or all decisions, which will be requested by the Promoter/ Maintenance Agency/ Association of Allottees for the long term maintenance of extra establishment for this cause.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 21.1 After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the SCO Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other Applicable Law for the time being in

force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the SCO Plot.

- 21.2 The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank or other entity as permissible under the Applicable Law by way of mortgage/ charge/ securitization of Project/Commercial Colony, receivables from the Project or by any other mode or manner by charge/ mortgage of the Project; all to the extent and in the manner as permissible under the Real Estate Act and the HARERA Rules and Applicable Laws.

22. HARYANA APARTMENT OWNERSHIP ACT, 1983 :

- 22.1 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the relevant Haryana Apartment Ownership Act, 1983 Rules and Regulations/bye laws, instructions/ guidelines and decisions of Competent Authority prevalent in the State of Haryana.

23. BINDING EFFECT

- 23.1 By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and the Allottee shall appear for registration of the same before the jurisdictional Sub-Register of Assurances as and when intimated by the Promoter.
- 23.2 If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60(sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, subject to the deductions as agreed to/otherwise provided for in the Application Form and/or Allotment Letter and/or as otherwise agreed to by the Parties and the Allottee shall not have any claim in respect of the SCO Plot. If, however, after giving an fair opportunity to the allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Earnest Money and Delayed Payment Charges (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner (in case booking is made through a Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within the timelines as prescribed by HARERA Rules from the date of such cancellation or withdrawal.

24. ENTIRE AGREEMENT

- 24.1 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 said SCO Plot, as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE

- 26.1 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 SCO Plot and the Project/Commercial Colony shall equally be applicable to and enforceable against and by any subsequent Allottee of the SCO Plot and/or any assignee/transferee of the Allottee (in terms of this Agreement) in case of a transfer/assignment, as the said obligations go along with the SCO Plot for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE

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

28. SEVERABILITY

- 28.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Act or the HAREA Rules and regulations made thereunder 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 the HAREA Rules and Regulations made thereunder or the Applicable Law, 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.

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

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

30. FURTHER ASSURANCES

- 30.1 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.

31. PLACE OF EXECUTION

- 31.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per the Applicable Laws at the office of the jurisdictional Sub-Registrar of Assurances, Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

32. NOTICES

- 32.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered.

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 3rd (third) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
Promoter	Emaar India Limited (formerly known as Emaar MGF Land Limited) Emaar Business Park, Mehrauli Gurgaon (Gurugram) Road, Sikandarpur Chowk, Sector-28, Gurgaon, (Gurugram) 122002
Allottee	

33. JOINT ALLOTTEES

- 33.1 That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees. No separate notice/ communication will be sent to any of other joint Allottee. The Allottee confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.

34. SAVINGS

- 34.1 Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the SCO Plot or building, as the case may be, prior to the execution and registration of this Agreement for such SCO Plot, shall not be construed to limit the rights and interests of the allottee under the Agreement or under the Real Estate Act or the HARERA Rules or the regulations made thereunder.

35. BROKERAGE PAYABLE BY ALLOTTEE

- 35.1 In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the SCO Plot “**Channel Partner**”, the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage, fee by whatever name called shall be deductible from the amount of Total Price agreed to be payable towards the SCO Plot. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Allottee.

36. INDEMNIFICATION

- 36.1 The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and the Landowners and their respective agents and representatives indemnified and harmless against any loss or damage that the

Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

- 36.2 With effect from the date of taking possession of the said SCO Plot or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the Promoter/ Association of Allottees / Maintenance Agency, as the case may be, and their assignees, nominees, their officers/ employees as well as the other occupants/ owners of the SCO Plots in the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee and/or the said SCO Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming to be under the Allottee.

37. CONFIDENTIALITY

- 37.1 The Parties hereto agree that all the information, documents etc. exchanged till date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof (“**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any Third Party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the SCO Plot and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial/ quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

38. GOVERNING LAW

- 38.1 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 the HARERA Rules and regulations made thereunder including other applicable laws prevalent in the State of Haryana for the time being in force.

39. DISPUTE RESOLUTION

- 39.1 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 authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules

and regulations made thereunder.

40. COPIES OF THE AGREEMENT

- 40.1 Three sets of this Agreement in original shall be executed in '**BLACK INK**', after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional Sub-Registrar of Assurances, the Promoter shall retain second original copy and send the third original copy (with full stamp duty endorsement), duly executed and registered to the Allottee for his reference and record.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint allottees)

- (1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the
photograph

- (2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the
photograph

- (3) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter on its behalf and on behalf of Landowners

Signature _____
(Authorised Signatory)
Name _____
Address _____

Please affix
photograph
and sign across
the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter**

Signature _____
(Authorised Signatory)
Name _____
Address _____

Please affix
photograph
and sign across
the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

‘SCHEDULE – I’

DETAILS OF LAND HOLDINGS OF THE LANDOWNERS

‘ANNEXURE – I’

LAYOUT PLAN OF THE PROJECT

‘ANNEXURE – II’

LAYOUT PLAN OF THE SCO PLOT

‘ANNEXURE-III’

DETAILS OF TOTAL PRICE

‘ANNEXURE-IV’

PRICING AND PAYMENT PLAN -,

‘ANNEXURE – V’
Façade Control Guidelines

‘ANNEXURE – VI’

MEMBERSHIP APPLICATION FORM

Date: _____

Name:

Address:

The Secretary
The EBD 114 Plot Owners Welfare Association
Sector 114, Gurgaon
Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into an Agreement with Emaar India Limited (formerly known as Emaar MGF Land Limited) to purchase a Commercial plot bearing no. _____ situated in block/Sector _____, in the Project known as “Marbella”.

I/We request to be enrolled as member of EBD 114 Plot Owners Welfare Association and I/we herewith remit a sum of Rs. _____/- (Rupees _____ only) through cash/cheque bearing no. _____ dated _____ drawn on _____ bank, towards entrance fee (non-refundable) of the said association.

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

Thanking You
Yours Sincerely

(_____)
Member

FOR NECESSARY ENDORSEMENT