

## AGREEMENT FOR SALE

This Agreement For Sale ("AFS") is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, amongst:

**Experion Developers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, CIN No. U70109DL2006FTC151343 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi, 110075 and its corporate office at 2<sup>nd</sup> Floor, Plot No. 18, Institutional Area, Sector 32, Gurugram, Haryana , PAN No. AACCG8138, represented by its authorized signatory \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Promoter**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns) of the **ONE PART**;

**AND**

Mr./ Mrs./Ms. \_\_\_\_\_, son of/ daughter of/ wife of \_\_\_\_\_, R/o of \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_;

**OR**

M/s. \_\_\_\_\_, a company incorporated under the Companies Act, \_\_\_\_\_, CIN No. \_\_\_\_\_ having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_ represented by its authorized signatory \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ ;

**OR**

\_\_\_\_\_, a firm incorporated under the Indian Partnership Act, 1932, having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, PAN No. \_\_\_\_\_ represented by its authorized partner \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide \_\_\_\_\_;

**OR**

\_\_\_\_\_, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, PAN No. \_\_\_\_\_ represented by its authorized partner \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_) authorized vide \_\_\_\_\_;

**OR**

\_\_\_\_\_, a trust, duly incorporated and constituted under the Indian Trusts Act, 1882, PAN No. \_\_\_\_\_ through its trustee \_\_\_\_\_ (Aadhar Card No. \_\_\_\_\_);

**OR**

Mr. \_\_\_\_\_, (Aadhar Card No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Mitakashara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_)

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees, as applicable, and permitted assigns) of the **OTHER PART**;

The Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A. M/s Experion Real Estate Developers Private Limited (formerly known as KNS Real Estate Developers Private Limited), Experion Reality Private Limited (formerly S. K. N. Developers Private Limited), Avighna Buildwell Private Limited, Brahma Buildwell Private Limited, Marcon Developers Private Limited, Moksha Buildtech Private Limited, Premier Infra Developers Private Limited, Sumel Buildtech Private Limited, Sumel Projects Private Limited, Sumel Developers Private Limited and Sophia Constructions Limited, SAS Servizio Private Limited (hereinafter collectively referred to as the "**Land-Owning Companies**") are the absolute and lawful owners of contiguous land parcels admeasuring 100.48125 acres approximately situated at Sector 108, Gurgaon (in the revenue estate of Village Dharampur), Haryana, India, out of which an area admeasuring 11.7125 acres is being developed as Phase 3 of the Project (hereinafter referred to as the "**Project Land**"), details of land to be developed in Phase 3 of the Project are attached herewith as **Schedule-D**. The Land Owning Companies are owners in possession of said land vide sale deed bearing vasika nos. 5745 dated 08.06.2007, 10312 dated 13.08.2007, 10050 dated 08.08.2007, 6807 dated 22.06.2007, 6510 dated 09.06.2011, 6552 dated 09.06.2011, 6944 dated 14.06.2011, 6966 dated 14.06.2011, 6967 dated 14.06.2011, 15023 dated 25.08.2011, 6740 dated 10.06.2011, 6592 dated 09.06.2011, 6596 dated 09.06.2011, 5149 dated 27.05.2011, 17855 dated 19.09.2011, 6593 dated 09.06.2011, 6971 dated 14.06.2011, 4996 dated 26.05.2011, 6594 dated 09.06.2011, 6595 dated 09.06.2011, 6950 dated 14.06.2011, 6641 dated 10.06.2011, 15009 dated 25.08.2011, 9651 dated 07.07.2011, 9657 dated 07.07.2011, 9656 dated 07.07.2011, 8930 dated 01.07.2011, 8928 dated 01.07.2011, 16705 dated 08.09.2011 and 8932 dated 01.07.2011;
- B. The Land-Owning Companies along with SAS Servizio Private Limited and the Promoter have entered into Collaboration Agreements dated 31.10.2012 and 21.08.2014 duly registered before the Office of Sub-Registrar Gurgaon vide vasika nos. 18858 dated 07.11.2012 and 12638 dated 21.08.2014 respectively;

- C. Promoter is developing over the Project Land a residential plotted township consisting inter alia of residential plots along with other infrastructure and amenities under the name and style of "**The Westerlies**" **Phase-3** (hereinafter referred to as the said "**Project**") as per the sanctions and approvals granted by the Director General, Town & Country Planning, Haryana ("**DGTCP**");
- D. The Land-Owning Companies along with SAS Servizio Private Limited have vested the Promoter with complete authority and powers to undertake the development of the Project. Promoter is also authorized by the Land-Owning Companies and SAS to promote, brand, market and sell all the transferrable units comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this AFS. Promoter is also authorized to receive the Total Price and other charges and dues as otherwise may be due and payable in terms of the AFS in respect to the Plot (as defined hereunder) or the project and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto;
- E. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land have been completed;
- F. Promoter along with the Land-Owning Companies has obtained License No. 57 of 2013 dated 11.07.2013 from the DGTCP for development of the Project ("**License**") under the Act (as defined hereunder). Experion along with the Land-Owning Companies has further obtained the approval of the Zoning Plan vide Memo No. ZP-913SD(BS)/2015/21885 dated 05.11.2015 from the DGTCP ("**Zoning/Layout Plan**"). The Promoter agrees and undertakes that it has not make and it shall not make any changes to the approved plan except in compliance with Applicable Laws;
- G. The Promoter has also registered the Phase-3 of the Project under the provisions of the Real Estate Act with the Real Estate Regulatory Authority for Gurugram under registration No. \_\_\_\_\_;
- H. The Allottee had applied to the Promoter for allotment of a residential Plot in the Project vide Application dated \_\_\_\_\_ and has been allotted Plot bearing no. \_\_\_\_\_, having area of \_\_\_\_\_ Sq. Meter or \_\_\_\_\_ Sq. Yards approximately, as permissible under the applicable law as per provisions of Haryana Development and Regulation of Urban Area Act, 1975 (hereinafter referred to as the said "**Plot**" more particularly described in **Schedule A**). Layout plan of the said Plot is annexed herewith as **Schedule-B**;

- I. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land on which the Project has been constructed have been completed.
- J. The Parties have gone through all the terms and conditions set out in this AFS and understood the mutual rights and obligations detailed herein;
- K. The Allottee acknowledges that the Promoter has readily provided all information, clarifications as required by the Allottee. The Allottee has prior to execution of this AFS, also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained with respect to the Project, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Land-Ownning Companies in the said Project. The Allottee has perused and hereby acknowledges having understood the conditions of the License and all other sanctions/approvals granted for the Project. The Allottee further acknowledges that it has prior to submitting Application, personally seen the Project site;
- L. The Allottee has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Promoter or its authorized representatives. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Plot entirely upon its own independent enquiry and investigation;
- M. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land;
- N. The Parties hereby confirm and declare that they are signing this AFS with full knowledge of the Applicable Laws, rules, regulations, notifications etc., as applicable to the Project and Project Land;
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this AFS and all Applicable Laws, are now willing to enter into this AFS on the terms and conditions contained hereinafter; and
- P. In accordance with the terms and conditions set out in this AFS and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee agrees to purchase the Plot as specified in Recital H.

**NOW THEREFORE**, in consideration of the premises and mutual agreements and covenants contained in this AFS and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:

**1. Definitions**

Unless repugnant or contrary to the context hereof the following terms shall have the meaning assigned herein:

**“Act”** shall mean the Haryana Development and Regulation of Urban Area Act, 1975;

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

**"Application"** shall mean the application dated \_\_\_\_\_ submitted by the Allottee to the Promoter for allotment of the Plot in the Project;

**"Association"** shall mean and refer to an association of plot owners for the Project or any part thereof as may be constituted under the relevant provisions of the Applicable Laws;

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

**"Basic Sale Price" or "BSP"** shall have the meaning given to such term in Clause 3.2 and Payment Plan Schedule C of this AFS;

**"Booking Amount"** shall have the meaning given to such term in Clause 3.5 and Payment Plan Schedule C of this AFS;

**"Conveyance Deed"** shall mean a document duly executed and registered before the concerned Sub – Registrar by the Promoter in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Plot to the Allottee;

**“Completion/Part Completion Certificate”** shall mean the completion certificate/part completion certificate for the Plot/relevant Phase of the Project as issued, individually or collectively, by the DGTCP under the Applicable Laws;

**"Delay Payment Charges"** shall mean interest equivalent to State Bank of India's highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under the Haryana Real Estate (Regulation and Development) Rules-2017;

**"Force Majeure Event"** 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 this AFS including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and any event or circumstance similar or analogous to the foregoing;

**"Maintenance Agreement"** shall mean an agreement to be executed between the Allottee and the MSA in the standard format prescribed by the MSA/ the Promoter or its appointed agency or nominee, which is applicable and binding for all the plot owners and occupants of the Project, for the maintenance and upkeep of the Project;

**"Maintenance Charges"** shall have the meaning given to such term under Clause 3.3 and Payment Plan, Schedule C of this AFS;

**"Maintenance Deposit"** or **"IFMSD"** shall mean the interest-free maintenance security deposit payable by the Allottee under this AFS towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Maintenance Agreement;

**"MSA"** shall mean the maintenance service agency appointed/ designated for providing all or any of the services related to the maintenance and upkeep of the said Project;

**"Payment Plan"** shall mean the Payment Plan annexed to this AFS as Schedule C.

**"Penalty for Delayed Completion"** shall mean simple interest calculated at State Bank of India highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Haryana Real Estate (Regulation and Development) Rules-2017;

**"Person"** shall mean and include any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), limited liability partnership, sole proprietorship, trust, firm, union, unincorporated association, joint venture, joint stock company, Hindu undivided family, estate, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation whether or not required to be incorporated or registered under Applicable Laws or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

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

**"Possession Notice"** shall have the meaning given to such term under Clause 7.4 of this AFS;

**"Project"** shall have the same meaning as ascribed to it in Recital C of this AFS;

**"Project Land"** shall have the same meaning as ascribed to it in Recital A of this AFS;

**"Punjab Rules"** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965;

**"Real Estate Act"** shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations framed thereunder;

## **2. Interpretation.**

In this AFS,

2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this AFS) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this AFS and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

2.2 any reference to the singular shall include the plural and vice-versa;

2.3 any references to the masculine, the feminine and the neuter shall include each other;

2.4 any references to a "company" shall include a body corporate;

2.5 the recitals and schedules form part of this AFS and shall have the same force and effect as if expressly set out in the body of this AFS, and any reference to this AFS shall include any recitals and schedules to it. Any references to Clauses and schedules are to Clauses of and schedules to this AFS. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedules in which the reference appears;

2.6 references to this AFS or any other document shall be construed as references to this AFS or that other document as amended, varied, novated, supplemented or replaced from time to time;

- 2.7 headings to Sections, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this AFS;
- 2.8 "in writing" includes any communication made by letter or e-mail;
- 2.9 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.10 the preliminary recitals are an integral part of this AFS and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this AFS.

### **3. Consideration & Conditions**

3.1 In accordance with the terms and conditions set out in this AFS, the Promoter hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Plot no. \_\_\_\_\_ having area of \_\_\_\_\_ sq. meter. or \_\_\_\_\_ sq. yards situated in \_\_\_\_ Block of the Project for a Total Price ("**Total Price**") of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

3.2 The Total Price for the Plot shall include the following:

A. Basic Sale Price at the rate of Rs. \_\_\_\_\_/- per sq. meter. (Rs. \_\_\_\_\_/- per sq. yards) of Plot area;

B. PLC at the rate of Rs. \_\_\_\_\_/- per sq. meter. (Rs. \_\_\_\_\_/- per sq. yards) of Plot Area;

C. Common Area Charges of Rs. \_\_\_\_\_/-;

The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/ levies etc. which may be levied, in connection with the development/construction of the Project

3.3 In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:

(i) Maintenance Charges (advance for 2 years) at the rate of Rs. \_\_\_\_\_/- per sq. mtr. (Rs. \_\_\_\_\_/- per sq. yards) of the Plot Area;

(ii) IFMSD for an amount of Rs. \_\_\_\_\_/-;

The Total Price as well as the amounts payable under sub-clause (i) and (ii) shall be payable by the Allottee to the Promoter in accordance with the **Payment Plan, Schedule C** to this AFS.



- 3.4 The stamp duty, registration charges and administrative charges for execution and registration of this AFS as well as the Conveyance Deed in favour of the Allottee shall be paid extra by the Allottee as and when demanded by the Promoter or at the time set out in the Payment Plan, Schedule C of this AFS. The Allottee shall also be liable to pay cost of providing electric and water connection to the Project/Plot and plumbing, PHE connection.
- 3.5 The booking amount payable for allotment of the said Plot shall be payable by the Allottee in two installments i.e., booking amount 1 and booking amount 2, the sum total of which shall constitute the booking amount ("**Booking Amount**") for the said Plot for all intents and purposes. The Total Price shall include the Booking Amount paid/payable by the Allottee to the Promoter towards the Plot. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Promoter, the Promoter shall be entitled to forfeit the entire Booking Amount along with the Delay Payment Charges and thereafter refund the balance amount to the Allottee within 90 (Ninety Five) days of such cancellation without any interest whatsoever.
- 3.6 The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of value added tax, service tax, GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of the Plot and/or the Project to the Association or the competent Authority, as the case may be, after obtaining the Completion/Part Completion Certificate. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.
- 3.7 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Laws together with dates from which such taxes/levies etc. have been imposed or become effective.
- 3.8 The Total Price includes recovery of price of Project Land, development of the Project/Plot and the internal development charges, external development charges, taxes, fee, levis etc., and includes cost for providing all other services and amenities, as agreed under this AFS, to be provided within the Project.
- 3.9 The Total Price shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the external development charges, internal development charges or any other statutory or other charges, taxes, cess, fees, which may be levied or imposed by the Authority(ies). 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 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.

- 3.10 The Allottee shall use the open areas of the project subject to the terms and conditions which shall be more specifically described by the Promoter and subject to the by-laws of the Association, Maintenance Agreement and provisions of the Haryana Development and Regulation of Urban Areas Act-1975 or any other Applicable Laws.
- 3.12 Subject to the terms of the AFS, the Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
  - (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Plot, as the case may be.

The Allottee hereby unequivocally authorizes the Promoter and/or MSA, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated open areas, driveways without any restriction or interference whatsoever.

- 3.12 It is specifically clarified by the Promoter and accepted by the Allottee that the Project shall contain, besides the residential plots, plots for economically weaker sections (EWS plots) required to be transferred in accordance with the guidelines of the DGTCP, which shall continue to belong to the Land-Ownning Companies/Promoter until these are transferred by them. It is further clarified by the Promoter and accepted by the Allottee that the Project shall also have other saleable areas, lands, buildings, non-saleable areas, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots) which shall continue to belong to the Promoter/Land-Ownning Companies and in fact are transferable units. The Promoter shall be entitled to own/use/transfer/sale the same as per Applicable Laws.
- 3.13 The Promoter agrees to pay all outgoing before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of such outgoing (including land cost, ground rent, local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the Plot, to pay such outgoing and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Authority or person.
- 3.14 The Promoter shall confirm the area of a plot as per approved Zoning Plan that has been allotted to the Allottee after the development of the Project along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price

payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Real Estate Act, 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 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 **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter/per sq. yards as agreed in para 3.2 of this AFS.

- 3.15 The Allottee acknowledges and confirms that this AFS is in respect of sale of the Plot at the Project and does not create any right, title or interest of any kind whatsoever in any other saleable areas, lands, buildings, open spaces, recreation areas, parks, Non Saleable Areas, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DGTCP in the Project. All rights, title and interest, including ownership of such other saleable areas, lands, buildings, open spaces, recreation areas, parks, services, facilities and amenities falling within the Project, including those specifically earmarked as Non Saleable Areas and other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DGTCP in the Project shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal with the same in any manner whatsoever as the Promoter may deem fit as per Applicable Laws. However, the Promoter may permit the Allottee and other occupants of the Project to use the Non Saleable Areas, amenities and facilities on such terms and conditions as may be applicable thereto or as may be decided by the Competent Authority from time to time.
- 3.16 The Allottee agrees and undertakes that the Plot shall not be partitioned, sub-divided or fragmented in any manner, except as may be permissible under the Applicable Laws. Any agreement or understanding in respect thereof without such prior permission shall be void. No partial sale of the Plot shall be permitted at any time and it is hereby expressly declared and agreed that while use and occupation within the terms of this AFS shall be at the discretion of the Allottee, the ownership of the Plot shall be as per the records of the Promoter and otherwise as permissible under Conveyance Deed and Applicable Laws. Provided however, that if Applicable Laws permit transfer of the Plot in a manner that this AFS does not permit, the Applicable Laws shall prevail over terms of this AFS.
- 3.17 The development of the facilities and services for the project shall be undertaken by the Promoter in a phase wise manner due to which any facilities and services may not be available at the time of offer of possession of the Plot to the Allottee. The Allottee shall not raise any objection or claim of any nature whatsoever in this regard and shall not hold any instalment/payment on this account.
- 3.18 The Allottee understands that the approved Layout Plan for the Project does not include the provision of a club. However, the Promoter may at its own option/discretion provide for the same at any permissible location in the Project as per Applicable Laws. In case such club facility is provided and the Allottee decides to use the same, then the Allottee shall be liable

to pay for the club refurbishment charges, related interest free refundable security deposits, club membership and usage charges and any other charges as may be decided by the Promoter/MSA or any other entity designated by the Promoter to operate, maintain and manage the club. The Allottee shall be obliged to adhere to the rules, guidelines and policies for the usage of the club as may be applicable from time to time.

#### **4. Mode of Payment**

All payments shall be made by demand draft / banker's cheque / cheque payable at Delhi / NCR in favor of **"Experion Developers Private Limited \_\_\_\_\_Account"** or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable. All payments shall be subject to their actual realization in the designated account.

#### **5. Payment of Total Price and other amounts**

- 5.1 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Promoter being booking amount 1, at the time of submission of Application and a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Promoter being booking amount 2, before execution/registration of this AFS, the receipt of which the Promoter hereby acknowledges. The Allottee hereby undertakes and agrees to make payment of the remaining Total Price due and payable in accordance with the Payment Plan, Schedule -C. The Allottee hereby specifically agrees that in case of cancellation of allotment of the Plot, on account of any default by the Allottee, the Promoter shall be entitled to forfeit the Booking Amount and Delay Payment Charges on the delayed payments.
- 5.2 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be prescribed by the Promoter. The interest on such prepaid installment(s) shall be calculated from the date of prepayment uptill the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/paid only at the time of final installment for the said Plot.
- 5.2 In the event the Allottee defaults in making payment of any amounts payable in respect of the Plot in terms hereof, the default payment shall attract '**Delay Payment Charges**' from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of Delay Payment Charges, in the event any payment is delayed beyond a period of **60 (sixty)** days from its due date, the same shall be deemed to be a breach of this AFS and the Promoter shall be entitled to call upon the Allottee to rectify the breach by making payment of the outstanding dues along with Delay Payment Charges accrued thereon within a period of **30 (thirty) days**. In the event the Allottee fails to make the payment of the outstanding dues along with Delay Payment Charges accrued thereon within the stipulated period of **30 (thirty) days**, the Promoter shall be entitled to cancel the Allotment and terminate this AFS in accordance herewith.

- 5.3 That in case the Allottee is a non-resident/ person of Indian origin/ overseas citizen of India governed by the provisions of the Foreign Exchange Management Act, 1999 and, or the foreign exchange regulations of the RBI, in that regard, then it shall be the responsibility and obligation of such Allottee to obtain all necessary permissions/ approvals/ sanctions etc., as may be required from the Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) made to the Promoter. The Allottee shall be required to provide and deliver to the Promoter all such permissions/ approvals/ sanctions/ documents etc., as may be necessary or otherwise as may be asked for by the Promoter. The Promoter shall not be liable or responsible for any default or negligence on the part of the Allottee in this regard and the Allottee agrees to keep the Promoter saved and fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever in this regard. Further, whenever there is any change in the residential status of the Allottee subsequent to the signing of this AFS, it shall be the sole responsibility of the Allottee to intimate the same, in writing, to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws.
- 5.4 The Promoter shall not be responsible to the Allottee or towards any third party that might have made payments/ remittances to the Promoter, on behalf of the Allottee, in respect of the Plot and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Plot even if any payment has been made by such third party. The Promoter shall not be obligated to be vigilant regarding the source of any payment made in respect of the Plot. The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Promoter may receive against the Plot. The Promoter is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due.
- 5.5 In the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Plot, the Promoter shall issue the payment receipts only in favour of the Allottee. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the Allottee in terms hereof. The Allottee would remain bound under this AFS whether or not it has been able to obtain finance for the purchase of the said Plot. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. It is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this AFS, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained the Promoter shall be entitled to terminate this AFS. The responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Conveyance Deed. The Allottee shall be responsible and liable for making all payments to persons from

whom he has borrowed money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Plot by such persons.

- 5.6 The Allottee agrees that the Promoter shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the previous/overdue installments or any other outstanding demand and finally the balance, if any, would be adjusted towards the current installment or current dues towards which the payment has been tendered.

## **6. Defect Liability**

- (a) It is agreed that in case any structural defect or defect in workmanship, quality or provision of services or any other obligation as provided herein is brought to the notice of the Promoter by the Allottee within a period of 5 (Five) years from the date of obtaining Completion/Part Completion Certificate for the relevant phase of the project, such defect shall be rectified by the Promoter without any further cost or charges from the Allottee. In the event of failure of the Promoter to rectify such defect within a period of 90(Ninety) days, the Allottee 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(s), by means carrying out structural or architectural changes from the original specifications/design.
- (b) The Allottee hereby confirms and agrees that the Promoter shall be responsible for handing over the infrastructure services and systems, laid out for the said Project, as specified in this AFS, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of constructions or infrastructure services and systems shall be covered under defect liability (“**Defect Liability**”). The Allottee further confirms and agrees that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Allottee also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, it is agreed that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Authorities to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

## **7. Possession & Conveyance**

- 7.1 The Allottee understands and acknowledges that after completion of development works the Completion/Part Completion Certificate for the said Plot shall be obtained by the Promoter from the DGTCP. Subject to Force Majeure, court orders, Government

policy/guidelines/decisions and fulfillment by the Allottee of all the terms and conditions of this AFS including but not limited to timely payment by the Allottee of the Total Price and other amounts payable in accordance with Payment Plan, Schedule C, along with stamp duty, registration charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Plot to the Allottee on or before \_\_\_\_\_ from date of execution of this AFS as per agreed payment plan.

7.2 Subject to Clause 7.1 above, in the event the Promoter fails to offer possession of the Plot to the Allottee within the stipulated time, the Allottee may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the Delay Payment Charges over the amount received by the Promoter till date ("**Penalty for Delayed Completion**"). The Allottee agrees that the payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Plot and such payment shall be made within 90 (Ninety) days of it becoming due. The Promoter and the Allottee have agreed that the Penalty for Delayed Completion is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, the Allottee may seek termination of this AFS by written intimation to the Promoter. In such an event, the Promoter shall be liable to refund to the Allottee the actual amounts paid by it along with interest at the rate of SBI highest marginal cost of lending rate plus 2% (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 90(Ninety) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by the Allottee.

The Allottee may exercise the options contained herein this Clause within a period of 30 days from the date of expiry of the date stipulated herein for offering possession of the Plot failing which it shall deemed to have exercised the option contained at (a) above.

7.3 If, however, the offer of possession of the Plot is delayed due to Force Majeure, court orders, Government policy/guidelines/decisions the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances or due to above mentioned conditions. The Allottee shall not be entitled to any compensation for the period of such delay.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure or above mentioned conditions, then this AFS and the allotment of the Plot hereunder shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 (Ninety) days from that date on which Promoter confirms that it has become impossible for the Promoter to implement the Project. The Promoter shall intimate the Allottee about

such termination at least 30 (Thirty) days prior to such termination of the AFS. After refund of the money paid by the Allottee, the Allottee agrees that it 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 AFS.

7.4 After obtaining Completion/Part Completion Certificate the Promoter shall issue a written notice ("**Possession Notice**") to the Allottee, within two months of the above, requiring the Allottee to complete the following requirements within 30 (Thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this AFS or as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Plot after:

- (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
- (ii) Payment of the entire stamp duty, registration charges and other administrative and incidental charges;
- (iii) Execution of necessary indemnities, undertakings, the Maintenance Agreement and the like as may be required or determined by the Promoter in respect of the Plot and in the formats prescribed by the Promoter and to get the same stamped and registered, if required under Applicable Laws, with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee.

7.5 Subject to the Allottee fulfilling all its responsibilities stipulated herein and the Possession Notice, the Promoter shall prepare and execute a Conveyance Deed to transfer the title of the said Plot in favour of the Allottee. The Promoter shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Promoter. After the execution and registration of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee.

The Promoter agrees and undertakes to indemnify the Allottee(s) 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 Zoning Plan/ provision of services by the Promoter Completion/Part Completion Certificate in respect of plotted development at the time of conveyance of the same.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges and holding charges as may be determined by the Promoter.



The promoter on receipt of total price of the Plot shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Plot for which possession is granted to the allottee.

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.

## **8. Transfer of rights under this AFS**

Subject to compliance and adherence by the Allottee of the terms and conditions of this AFS, the Promoter may at its sole discretion and subject to payment by the Allottee of transfer charges, administrative charges and completion of requisite documentation as may be prescribed by the Promoter, permit the transfer of allotment of the Plot in favor of a transferee(s)/nominee(s)/assignee(s) of the Allottee. Such permission for transfer/assignment of AFS shall always be subject to Applicable Laws. It is hereby clarified and the Allottee agrees that no request for transfer/assignment of the allotment of the Plot can be made by the Allottee after dispatch of the Possession Notice by the Promoter.

The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In case the Allottee has secured any finance/ loan against the Plot from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be required for the transfer. Further, the Allottee shall solely be responsible for obtaining any 'no objection certificate' as may be required to be obtained from the concerned Sub-Registrar for the transfer. Further the Allottee shall be liable to pay the stamp duty, registration charges and administrative charges as may be applicable.

## **9. Maintenance**

- 9.1 The Allottee understands that for the proper upkeep and maintenance of the Project including the open areas, the Promoter has appointed the MSA for the upkeep and maintenance of the Project.
- 9.2 For this purpose, the Allottee shall execute a Maintenance Agreement with the Promoter/ MSA simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Plot and any refusal or denial to execute the same shall constitute breach of this AFS. The Allottee undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Allottee is in physical occupation of the Plot.
- 9.3 The Maintenance Charges shall commence after the expiry of 30 (Thirty) days from the date of issuance of the Possession Notice by the Promoter irrespective of whether the Allottee

takes physical possession of the Plot or not. In the event the Allottee delays or otherwise fails to take over the physical possession of the Plot within the time stipulated in the Possession Notice, the Allottee shall be liable to pay to the Maintenance Charges from the expiry of 30 (Thirty) days from date of the Possession Notice.

- 9.4 The Allottee accepts that provision of such maintenance services shall at all times be subject to the timely payment of Maintenance Charges and requisite Interest-Free Maintenance Security Deposit ("**IFMSD**"). The Allottee shall deposit and shall always keep deposited with the Promoter/MSA/Association, the IFMSD as specified in Payment Plan, Schedule C.
- 9.5 It is also hereby expressly declared and agreed that the Promoter/ MSA shall have a charge/lien on the Plot to the extent of all dues towards unpaid Maintenance Charges/ IFMSD and any other sums payable to the MSA by the Allottee under the Maintenance Agreement and this condition/ obligation shall run concurrently with the ownership of the Plot within the meaning of Section 31 of the Transfer of Property Act, 1882 and shall survive even after conveyance of the Plot to the Allottee.

## **10. Electricity and Power Backup**

- 10.1 The Allottee shall apply to the Dakshin Haryana Bijli Vittaran Nigam limited (DHBVNL) or any other Competent Authority or Promoter, as may be applicable, for electricity connection for the Plot. The Promoter/MSA may facilitate the processing of the application for obtaining the electricity connection on behalf of the Allottee, in which case administrative charges/file processing charges or any other charges as may be determined by the Promoter/MSA, shall be payable by the Allottee.
- 10.2 The Allottee understands and agrees that all charges including electricity/power infrastructure and augmentation charges, fees, deposits payable to DHBVNL for obtaining an electricity connection for the said Plot, including the advance consumption deposit, meter installation charges, meter security deposit and testing fee, processing fee, service connection charges, minimum fixed monthly charges and actual power consumption charges etc. shall additionally be payable by the Allottee. Further, the Allottee agrees that the conveyance of the Plot and issuance of the NOC for obtaining an electrical connection may be withheld by the Promoter till full payment thereof is received by the Promoter (or its nominee/MSA) from the Allottee and that the Promoter/MSA will be entitled in terms of the Project Maintenance Agreement to suspend power back-up supply till full payment of the unpaid Maintenance Charges and/or any shortfall in the IFMSD, if any, is received by the Promoter/MSA.
- 10.3 Subject to such approvals from the Competent Authorities as may be necessary in this regard, the Promoter may, at its absolute discretion but without being under any obligation to do so, provide appropriate power backup at the Project for which the Promoter or its agents, or the MSA, as the case may be, shall have the sole right to decide the capacity and type of the power backup equipment/plant/machinery as may be considered necessary for the purpose. It is also understood that the location for the purpose of such power utility is not identified in the approved layout plan of the Project and the Promoter reserves the right

to select any site anywhere in or around the Project. The fixed KVA load per plot (“Connected Load”) for the power back-up infrastructure as per the sizes of the plots shall be as per applicable DHBVN norms:

- 10.4 The Connected Load will be subject to a diversity factor of 60% and any revision in the same as may be from time to time. However, the Allottee shall be required to pay charges of Rs 20,000/- per KVA of Connected Load and shall also be liable to pay for the monthly electrical consumption charges based upon expenditure incurred for fuel, spares and consumables, depreciation and other wear and tear of plant, equipment and machinery, repairs and replacements etc. with appropriate application of administrative costs of the MSA, which shall be intimated to the Allottee by the Promoter / MSA and any failure to pay the same shall entitle the Promoter/MSA to suspend the provision of maintenance services including the power back-up supply. A necessary provision to this effect will also be incorporated in the Conveyance/Sale Deed.
- 10.5 The Allottee agrees and understands that the Promoter, at its sole discretion and subject to such statutory approvals as may be necessary, enter into an arrangement for generation and supply of power to the Project to which the Allottee shall not have any objection and hereby gives the unconditional and unqualified consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the Allottee has agreed that such power supply may be in addition to the power supply from DHBVNL/any other source. The Allottee agrees that this arrangement could be provided within the Project by the Promoter directly or through any group company of the Promoter or through any arrangements that the Promoter may have with the MSA/Association.
- 10.6 The Allottee agrees that the charges per unit of electricity for the supply of power from any such source as commissioned by the Promoter may be at marked variance with the charges per unit of electricity consumption applied by the DHBVNL. The Allottee hereby confirms and agrees to pay all such charges based upon actual consumption of electricity supplied from such source to the Promoter/MSA. All such charges may be included by the MSA as part of the Maintenance Charges.
- 10.7 The Allottee hereby agrees and confirms that the Allottee shall not have any ownership right, title or interest in the electrical and auxiliary plant, equipment, machinery and accessories that may be installed by the Promoter for such purpose.

## **11. Association of Plot Owners**

- 11.1 The Allottee hereby agrees and undertakes to become a member of the Association and to fulfill all its obligations in this regard including signing of the membership form, payment of membership charges etc. The Allottee undertakes to abide by all the necessary documents and conditions in this respect. On the formation of Association, rights of the Allottee to the use of common areas and services in the Project shall be regulated by the bye-laws and other rules and regulations of the Association. The Allottee shall cooperate in good faith with the operation and management of the Association and shall not without reason obstruct in functioning and affairs of the Association.

- 11.2 The Promoter shall transfer and convey the obligations for maintenance of the Project excluding all the unsold plots, lands, buildings, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots) school or commercial sites to the Association or any part thereof as may be constituted in accordance with the provisions of the Applicable Laws.

**12. Obligations of the Allottee**

- 12.1 The Allottee shall always be responsible for making timely payment of amounts as may be due and payable by the Allottee in accordance with the Payment Plan, Schedule C of this AFS.
- 12.2 The Allottee shall not park its vehicle outside the Plot area or on road/pathways or on vacant plots.
- 12.3 The Allottee hereby agrees and undertakes to fulfill all its obligations as may be prescribed by the Promoter at the time of offer of possession for the said Plot. The Allottee further undertakes and agrees to take possession of the Plot and execute the Conveyance Deed in respect thereof as and when required by the Promoter in accordance with the terms of this AFS.
- 12.4 The Allottee shall become the member of the Association as and when it will be formed in accordance with the provisions of the Applicable Laws and shall abide by all the terms and conditions in respect thereof.
- 12.5 The Allottee's right to use the project amenities and services shall be subject to timely payment by the Allottee of the Maintenance Charges and IFMSD.
- 12.6 The Allottee shall be responsible for the payment of any applicable taxes in relation to the Plot from the date of offer of possession of the Plot to the Allottee after obtaining the Completion/Part Completion Certificate.

**13. Permitted Use of the Plot**

The Allottee agrees, confirms, and warrants to the Promoter as under:

- (i) Upon assuming possession of the Plot, the Allottee may, carry out construction works on the Plot as permitted under the Applicable Laws and only after obtaining sanctions/approvals from the Competent Authorities and shall bear all related costs, charges, fees and expenses, statutory or otherwise, for the same.. Before commencement of construction works, the Allottee shall take prior written consent of the Association/Promoter and adhere to the directions/ requirements specified therein.. Before commencement of construction over the Plot, the Allottee shall obtain a no objection certificate from the Maintenance Agency or the Association as the case may be and shall submit all details and plans as requisitioned by the

Maintenance Agency or the Association as the case may be and shall comply with the Applicable Laws and all directions as may be laid down by the Maintenance Agency or the Association as the case may be while undertaking construction at the Plot, including but not limited to, in respect of unauthorized construction, disposal of waste / malba, stacking of construction material, screening of construction site, timing of construction activity at the Plot, manner of connecting with the electricity, water and sewer lines, aesthetic and designed integrity of the Project, etc.

- (ii) The Allottee shall ensure that no work carried out by it will in any manner affect the plots of other owners or open areas and there is no blockage of any road/pathways, water supply, sewerage, electricity or any other amenities. In the event any damage is caused to other plots, open areas, water supply, sewerage, electricity, roads or any other amenities approved in the Zoning Plan the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Promoter indemnified at all times. Any construction works carried out on the Plot shall not cause damage to other plots or the Project's water supply, sewerage, electricity, roads or any other amenities approved in the Zoning Plan, electrical/power backup systems etc. The operating electrical load of all appliances installed inside the Plot e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided/approved for the Plot and shall not pose any risk or hazard of fire. Any damage caused to other plots and the open areas due to such construction works shall be made good at the cost of the Allottee.
- (iii) That only a residential building may be constructed upon the Plot and such construction shall be completed within 5 (Five) years from the date of Possession Notice issued by the Promoter or within such other time period as may be stipulated by the Competent Authority, whichever is earlier. In the event the Allottee is unable to complete the construction over the Plot within the aforesaid stipulated period, the Promoter may grant an extension to the Allottee on terms and conditions as may be determined by the Promoter and payment of an extension fee / charges to the Promoter at such rate as may be determined by the Promoter.
- (iv) The Allottee agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the building constructed on the Plot or anywhere outside the Plot. The Allottee would be permitted to place a name board / plate at the gate/entrance to the Plot.
- (v) The Plot shall be used for residential purposes only and in a manner that does not cause any nuisance or annoyance to occupants of other plots in the Project. The Allottee shall not conduct any illegal or immoral activity in the Plot or do or suffer anything to be done in or about the Plot which is contrary to public policy or Applicable Laws. Any storage of hazardous, combustible or inflammable materials and toxic chemicals that may cause damage to the building constructed on the Plot or any other plots is expressly prohibited except in such small quantities as necessary for residential living as per Applicable Laws. If the Allottee uses or

permits use of the Plot for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter/Association shall be entitled to proceed against the Allottee for such remedies as may be available under Applicable Laws.

- (vi) The Allottee shall maintain the building constructed on the Plot in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Allottee.
- (vii) In particular, the Allottee shall abide by the following:
  - (a) The Allottee will not install any window awnings, air conditioning/ heating units or any other equipment in the building constructed on the Plot, outside the boundary of the Plot (except at such designated places as may be specified), without written approval of the Promoter/Association;
  - (b) Vehicles shall not be parked outside the Plot;
  - (c) The Allottee shall neither encroach upon any of the open areas or obstruct any amenities/ services available for common use nor store any article in such areas, others plots, or block the same in any manner whatsoever.
- (viii) The Allottee shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.

#### **14. Events of defaults and consequences**

14.1 Subject to the Force Majeure, court orders, Government policy/guidelines, decisions the Promoter shall be considered under a condition of default, in the following events:

(i) Promoter fails to provide possession of the ready to move in possession of the Plot to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Real Estate Regulatory Authority. For the purpose of this para, 'ready to move in possession' shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the Zoning Plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained Zoning Plan/ Completion/ Part Completion Certificate, as the case may be.

(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.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any penal interest for the period of such delay; or

(ii) The Allottee shall have the option of terminating the AFS in which case the Promoter shall be liable to refund the entire money paid by the Allottee along with interest at the rate of SBI highest marginal cost of lending rate plus 2% within 90 (Ninety) days of receiving the termination notice from the Allottee.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the AFS, the Promoter shall pay to the Allottee Penalty for Delayed Completion for every month of delay till the handing over of the possession of the Plot within 90 (Ninety ) days of it becoming due.

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

- (i) 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;
- (ii) Allottee fails to pay the agreed Total Price, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Promoter in terms of this AFS;
- (ii) Dishonour of any cheque(s), including post-dated cheques, given by the Allottee to the Promoter, for any reason whatsoever;
- (iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Promoter, within such the timelines as stipulated by the Promoter and in terms of the AFS;
- (iv) Allottee fails to take possession of the Plot, within the time provided in Clause 7 above;
- (v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this AFS;
- (vi) Any other breach of a provision under this AFS by the Allottee.

14.4 In case of an event of default committed by an Allottee, under the conditions listed above continues for a period beyond 90 (Ninety) days after notice from the Promoter, the Promoter will have the following options (exercisable individually or jointly, at the sole discretion of the Promoter):

- (i) The Allottee shall be liable to pay Delay Payment Charges for the period of delay. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

- (iii) The Promoter shall be entitled, at its sole discretion, to cancel this AFS and allotment thereof of the Plot, after giving notice of 30 (Thirty) days thereby giving the Allottee to rectify the default.
- (iv) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Promoter, and subsequently, the Promoter chooses to cancel the allotment of the Plot, the Allottee shall have no lien or claim on the Plot and the Promoter will be entitled to sell, convey or transfer the Plot to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Plot by the Promoter, shall be refunded to the Allottee, within 90 days of such cancellation, after deducting the Booking Amount, Delay Payment Charges on the amount due accruing in favour of the Promoter in terms of the AFS.

## **15. Representations & Warranties**

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

- (i) The Land-Owning Companies have an absolute, clear and marketable title with respect to the said Project Land; the Promoter has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said 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) There are no encumbrances upon the said Land or the Project. The Promoter shall not create any mortgage or charge on the Plot after the execution of this AFS;
- (iv) There are no litigations pending before any court of law or Authority with respect to the title of the Project Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land are valid and subsisting and have been obtained by following due process of 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 and Project Land;
- (vi) The Promoter has the right to enter into this AFS and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Project Land, including the Project and the Plot which will, in any manner, affect the rights of Allottee under this AFS;



- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee in the manner contemplated in this AFS;
- (ix) The Plot and/or the Project is not the subject matter of any Hindu undivided family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Plot;
- (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 said Project to the competent Authorities in terms of the Applicable Laws;
- (xi) No notice or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) from any Authority has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xii) The Promoter shall not make additions to the Project Land or put up additional structure(s) anywhere in the Project except as provided under the Real Estate Act/Applicable Laws. However, it is agreed by the Allottee that in future at any point of time the Promoter may develop additional land parcels adjacent to the project as part/phase of the project after obtaining necessary sanctions/approvals from the competent authorities or if due to any change in Applicable Laws, further development on the project land becomes permissible, the Promoter, at its discretion and without any notice to the Allottee shall be entitled to undertake additional development at any time and deal with the same without any hindrance, let or obstruction. The Allottee agrees that the Promoter shall also be entitled to connect any of the project's infrastructure services i.e. electricity, potable and other water, drainage/sewerage system etc. to any such additional development without any compensation to the Allottee. The Allottee further agree that all owners/occupiers of such additional development shall have the same rights, as the Allottee, with respect to the project including right to use the community building/open areas and all other infrastructural services etc. and become members of association formed under provisions of the applicable laws and the perpetual right to unrestricted, unobstructed and unopposed access through and unfettered use of all the open areas/services/amenities in the Project.

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

- (i) The Allottee has the power to execute, deliver and perform his obligations under this AFS and all necessary approvals including any governmental, regulatory or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.
- (ii) This AFS constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.

- (iii) The execution, delivery and performance of any of the obligations of the Allottee under this AFS do not and will not constitute a default.
- (iv) The execution, delivery and performance by the Allottee of this AFS and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Laws to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this AFS by the Allottee or the consummation of the transactions contemplated hereby.

**16. Indemnity**

The Allottee hereby expressly undertakes to indemnify and keep the Promoter and its officers/ employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this AFS as also due to any of the representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws. 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 guests, occupants, representatives and/or any other person claiming under the Allottee.

**17. Notices**

Any notice, demand or other communication to be served under this AFS may be served upon the Allottee or the Promoter only by registered post with acknowledgement due or Speed Post or courier service or through email, at the address provided in the memo of Parties for the Allottee and corporate office of the Promoter as provided in the memo of Parties, or at such other address as may be notified in writing to the other Party. All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the Allottee as mentioned above or any address later notified by the Allottee, shall be a sufficient proof of receipt of the same by all the Allottees and shall fully and effectively discharge the Promoter of its obligations in this regard. 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 3<sup>rd</sup> (Third) day following the day on which the notice has been delivered by courier;
- (iii) on the 5<sup>th</sup> (Fifth) day following the day on which the notice is sent by registered mail or speed post; 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 AFS:

Party	Notice Details
Promoter	Experion Developers Pvt. Ltd.. 2 <sup>nd</sup> Floor, Plot No. 18, Institutional Area, Sector 32, Gurugram, Haryana
Allottee	

Further, 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 which shall for all intents and purposes to consider as properly served on all the joint allottees.

## 18. General Clauses

- 18.1 The Allottee hereby confirms being of legal capacity and competence to execute this AFS and that all clearances, approvals, consents, permissions, sanctions or anything required under Applicable Laws and agreements executed by the Allottee with any third party to execute this AFS have been duly obtained and shall be maintained as may be required of the Allottee under Applicable Laws. The Promoter shall not be required to verify whether the Allottee is in such compliance and it shall be incumbent on the Allottee to ensure that no violation of Applicable Laws or breach of any agreements executed by the Allottee are committed by the Allottee in executing this AFS. The Allottee undertakes to be exclusively responsible and fully liable for the same and agrees to keep the Promoter saved, indemnified and harmless in this connection at all times.
- 18.2 The Allottee shall comply with all legal requirements for purchase of the Plot after execution of the AFS and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose.
- 18.3 The Promoter shall compensate the Allottee in case of any loss caused to him due to the defective title of the Land, in the manner provided as provided under the Real Estate Act and the claim for compensation under this Clause shall not be barred by limitation provided under any law for the time being in force.

- 18.4 If the Allottee is required to pay any commission, brokerage or any consideration to any person under any agreement that the Allottee may have with such person for any services rendered or costs and expenses incurred thereby by such person to the Allottee in respect of the Plot, the Promoter shall not be liable or responsible for the same and no commission, brokerage or consideration shall be deductible from the Total Price.
- 18.5 The Allottee shall inform the Promoter in writing of any change in the mailing / correspondence address mentioned herein failing which all notices by the Promoter shall be mailed to the address given in this AFS and shall be deemed to have been duly served upon and received by the Allottee.
- 18.6 Any change in any Applicable Laws shall automatically entitle the Promoter to make such amendments, alterations, modifications and changes in the Project or any part thereof and in this AFS, as such change in the Applicable Laws may require in the best interest of the development of the Project.

**19. Provision of this AFS applicable on allottee / subsequent allottees**

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

**20. Applicable Law**

The Promoter has assured the Allottee that the said Project is being developed in accordance with the provisions of the Applicable Laws/rules/regulations applicable to the development of plotted colony in the state of Haryana.

**21. Binding Effect**

Forwarding this AFS 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 AFS with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this AFS within 30 (Thirty) days from the date of receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated 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 the entire amount paid by the Allottee shall be refunded without any interest or compensation whatsoever. If however, after giving a fair opportunity to the Allottee to get this AFS 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 Booking Amount.

**22. Waiver not a limitation to enforce**

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

**23. Severability**

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

**24. Method of calculation of proportionate share wherever referred to in the AFS**

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

**25. Further assurances**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this AFS 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.

**26. Entire Understanding**

This AFS along with the preamble, recitals and all its schedules constitutes the whole agreement between the Parties and supersedes any previous oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this AFS.

**27. Governing Law and Jurisdiction**

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

**28. Dispute Resolution**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this AFS, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act.

**29. Counterparts**

This AFS may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

**Experion Developers Private Limited**

-----  
Through its Authorised Signatory  
Name:

**Allottee(s)**

(1) -----

(2) -----

(3) -----

**Witnessed by:**

(i)Name:  
Address:


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(ii)Name:  
Address:

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**SCHEDULE A: PLOT**

Plot No. \_\_\_\_\_ Block \_\_\_\_\_ of The Westerlies, Phase-3, Sector-108, Gurugram.

Area \_\_\_\_\_ Sq. Meter or \_\_\_\_\_ Sq. Yards

East:

West:

North:

South:

**SCHEDULE B: LAYOUT PLAN OF THE PLOT**

**Layout Plan of the Plot**

*[to be inserted]*

**SCHEDULE C: PAYMENT PLAN**

*[to be inserted]*



**SCHEDULE D: DETAILS OF PROJECT LAND**

<b>Details of Project Land situated at Vill. Dharampur, Teshil and District Gurugram</b>				
<b>Mustil no.</b>	<b>Killa no.</b>	<b>Kanal</b>	<b>Marla</b>	<b>OWNER'S NAME</b>
4	,21/1	4	9	Moksha Buildtech pvt.ltd.
	21/2	2	18	Moksha Buildtech pvt.ltd.
	,22/2	4	10	Sumel developers pvt.ltd
5	16	6	16	Marcon developers pvt.ltd
	24/1	4	0	Avighna buildwell pvt.ltd
	25/1	2	18	Marcon developers pvt.ltd
11	1	8	0	Brahma Buildwell pvt.ltd
	2/1	4	8	Brahma Buildwell pvt.ltd
	2/2	3	12	Sumel developers pvt.ltd
	3	8	0	Sumel developers pvt.ltd
	4	7	17	Sumel developers pvt.ltd
	5	7	17	Sumel developers pvt.ltd
	8	8	0	Brahma Buildwell pvt.ltd
	9	8	0	Brahma Buildwell pvt.ltd
	13	8	0	Moksha Buildtech pvt.ltd.
				Marcon developers pvt.ltd
	18/1	4	9	Moksha Buildtech pvt.ltd.
<b>TOTAL</b>		<b>87</b>	<b>134</b>	<b>11.7125 Acres</b>