

**ANNEXURE 'A'**

[See rule 8]

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") is executed at Gurugram on this \_\_\_\_\_ of \_\_\_\_\_;

**BETWEEN**

M/s Anant Raj Limited (CIN No. L45400HR1985PLC021622), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at CP-1, Sector-8, IMT Manesar, Haryana - 122051 and its head office at H-65, Connaught Circus, New Delhi - 110001 (PAN - AABCA3972B), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Promoter/Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART;**

**AND**

(1) North South Properties Private Limited (2) Sovereign Buildwell Private Limited, (3) Rose Realty Pvt Ltd Limited having its office at H-65, Connaught Circus, New Delhi-110001 (Hereinafter referred to as 'Land Owners/Confirming Party')

**AND**

1. Mr/Mrs/Ms \_\_\_\_\_ (AADHAR No. \_\_\_\_\_ & PAN No. \_\_\_\_\_) S/oW/o \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

**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, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]



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

[OR]

*[If the Allottee is a HUF]*

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

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

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

#### DEFINITIONS:

1. For the purpose of this Agreement for Sale, unless the context otherwise requires, —
  - 1.1 "Act" means the Real Estate (Regulation and Development) Act, 2016 ( 16 of 2016) and rules formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities;
  - 1.2 "Government" means the Government of the State of Haryana;
  - 1.3 "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
  - 1.4 "Section" means a section of the Act.
  - 1.5 "Adjudicating Officer" shall have the same meaning ascribed to it under the Act;
  - 1.5.1 "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoter;
  - 1.5.2 "Association of Allottees" shall mean the association of the allottees in the Real Estate Project, which shall be formed by the Promoter under the applicable laws;
  - 1.6 "Authority" shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
  - 1.7 "Booking Amount" shall mean 10% (Ten Percent) of the Total Consideration which shall also be the Earnest Money for the Said Apartment and has been more clearly set out in the Payment Plan ( Schedule-II);





- 1.8. **"Competent Authority"** shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Real Estate Project / Group Housing Colony;
- 1.9. **"DTCP"** shall mean Directorate General, Town and Country Planning, Haryana;
- 1.10. **"Force Majeure Event"** shall have the same meaning as ascribed to the term *"force majeure event"* under the Act;
- 1.11. **"Carpet Area"** shall have the same meaning as ascribed to it under the Act;
- 1.12. **"Residential Colony-Association"** shall mean the association of the allottees in the Residential Group Housing Colony, which shall be formed by Anant Raj Limited under applicable laws for maintenance of common areas and facilities in the Residential Group Housing Colony;
- 1.13. **"Total Consideration"** shall have the meaning ascribed to it in Clause 1.2 herein and as quantified in **Schedule-I** of this Agreement;
- 1.14. **"Total Price"** shall have the same meaning ascribed to it under Clause 1.2 herein and as quantified in **Schedule-I** of this Agreement.

**WHEREAS:**

- A. Promoter along with its associate Companies has/have obtained License No.128 of 2022, from the DTCP under the Haryana Development and Regulation of Urban Areas Act, 1975, for the promotion and development of Group Housing colony known as **"The Estate Residences"** on a land Parcel of 5.43263 acres (**"Said Land"**) situated at revenue estate of Villages Ullawas in Sector 63 -A, Gurugram, Distt. Gurugram, Haryana (hereinafter referred to as **"Residential Group Housing Colony/Real Estate Project"**)
- B. The Promoter has entered into agreements with its Associate companies & Landowners, and is entitled/authorized by them to develop entire lands collectively and to carve out, and sell Group Housing Colony comprising of different sizes and dimensions of built up apartments in favour of Prospective buyers and receive consideration amount in its favour, as may be required, on such terms, conditions, covenants, stipulations etc as may deem fit and appropriate by the Promoter.
- C. Further to the above License, zoning plan and layout plan for the above said land has been approved by DGTCF vide memo dated 24<sup>th</sup> August, 2022.
- D. The Allottee(s) has/have made an application as referred in schedules below to the Promoter for allotment of a Apartment (*as defined herein*) in the Real Estate Project, being developed on the said land, which is registered before the Haryana Real Estate Regulation and Development Authority under the Act bearing Registration No.12 of 2024 ;
- E. The Allottee(s) understands that the Group Housing Colony is being developed by Promoter under the above stated License and has been registered with the Authority and the Promoter has now undertaken development of Apartments of the said Residential Group Housing Colony;
- F. The Promoter inter-alia has mortgaged the project Land and availed project finance facilities from M/s Vistra ITCL India Ltd. for securing the due repayment of the facility granted by the said Bank to the Promoter;
- G. The Promoter has obtained approval on the building plans for the Project from office of the



Director Town and Country Planning, Haryana. The Promoter agrees and undertakes that it 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 of Haryana as applicable.

- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein
- I. 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 Project;
- J. 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;
- K. 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(s) hereby agrees to purchase the Said Apartment for Residential usage along with right to use the car parking as specified in Clause 1.1 herein.

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(s) and the Allottee(s) hereby agrees to purchase the said Apartment for Residential usages that has been described in **Schedule-I** of this Agreement ("Apartment"), along with right to use such car parking(s) that have been described in **Schedule-I** of this Agreement ("Car Parking").
- 1.2 The Total Price for the built up said Apartment for residential usage along with right to use the Car Parking, is as provided in **Schedule-I** herein. The break up and description of the Total Price including the extent of Total Consideration out of the Total Price is described in **Schedule-I** herein.

#### Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the said apartment for residential usage along with Car Parking. It is hereby clarified that the amount paid by the Allottee at the time of application forms part of the Booking Amount. It is further clarified that 10% amount of Total Price shall be treated as Earnest Money for due performance of the obligation of the Allottee and this Agreement.
- (ii) The Total Price as mentioned above includes Applicable 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(s), paid/payable by the Promoter up to the date of handing over the possession of the Said Apartment for Residential usage along-with parking to the Allottee(s), 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 Applicable Taxes/ charges/ fees/ levies, etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ decreased based on such change/ modification. It is clarified that if any input credit becomes available in respect of said Applicable Taxes, then the Promoter shall solely be entitled to the same;

Provided further, if there is any increase in the Applicable Taxes/ charges/ fees/ levies etc. due to change in law / rules, regulations, circulars, notifications or judicial pronouncements after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s), unless it is done on retrospective basis;

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) the details of the Applicable Taxes/ fees/ charges/ levies, etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such Applicable Taxes/ fees/ charges/ levies etc. have been imposed or become effective, in case if it is requested by Allottee(s) or there is any revision by Government;
- (iv) The Total Price includes Total Consideration, recovery of price of land, development/ construction of the Said Apartment for residential usage and the Common Areas within the Subject apartment, internal development charges, external development charges, Applicable Taxes, fee, levies, etc. cost of providing lift, electric wiring/ water line/ plumbing within the Subject apartment, finishing with paint / marbles / tiles / doors / windows / firefighting equipment in the Common Areas within the Subject apartment, maintenance charges as per para 11.1, and includes cost for providing all other facilities, amenities and specifications to be provided within the said apartment for residential usage, as per the agreed specifications, which are provided in Schedule-III & IV herein.
- (v) The Allottee(s) is aware that as per the amended Income Tax Act, 1961, any payment for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than INR 50,00,000/-. As may be applicable, the Allottee(s) has to deduct the 1% TDS on the Total Price (excluding GST) as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 days of such deduction, the Allottee(s) shall submit the original TDS certificate to the Promoter, which shall also be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee(s). The Allottee(s) agrees and undertakes that if the Allottee(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee(s) to the Promoter then the amount of TDS shall be considered as receivable from the Allottee(s) and handover of the possession of the said apartment for residential usage shall be subject to adjustment/recovery of such amount.





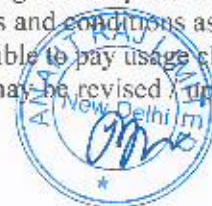
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authorities and/or any other increase/modification in charges in the applicable laws, byelaws, GST, other Applicable Taxes, cesses which may be levied or imposed by the competent authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) 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(s), 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 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(s), unless it is done on retrospective basis by the Govt. as per the act/ rules and regulations.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-II** ("Payment Plan").
- 1.5 The Promoter does not provide a rebate for early payments of installments payable by the Allottee(s), unless if mutually agreed in writing between the promoter and the Allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-III & IV** hereto in respect of the Said apartment for Residential usage, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.
- 1.7 The Promoters shall confirm to the Carpet Area that has been allotted to the Allottee(s) after the construction of the Building/Said Apartment as the case may be is complete and the occupation certificate/ part occupation certificate as the case may be is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Apartment, as may have arisen in the course of construction. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule -II**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. In the event excess money has not been paid by the Allottee(s) till such date, then adjustments shall be made from subsequent installments / payments.
- 1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges, that the Allottee(s) shall have the right to the said Apartment for Residential usage alongwith Car Parking as mentioned below:
- (a) The Allottee(s) shall have exclusive ownership of the said Apartment for Residential usage and exclusive right to use the Car Parking;
- (b) The Allottee(s) shall also have undivided proportionate share / interest in the Common





Areas within the Subject apartment and land underneath the Subject apartment. The Allottee(s) shall use the said Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas within the Subject apartment to the Association of Allottees after duly obtaining the occupation / completion certificate/part completion Certificate from the Competent Authority as provided under Rule 2(1) (f) of Rules, 2017 of the state;

- (c) The Allottee(s) has the right to visit the Real Estate Project site to assess the extent of development of the Real Estate Project and his said apartment to the Allottee(s), for residential usage as the case may be, subject to a prior permission from the Promoters, which permissions shall be granted by the Promoters subject to the safety norms as determined by the Promoters. It is however clarified, that the Allottee(s) shall visit the under construction site at its own risk and peril.
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the said Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding payments (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Apartment). If the Promoter fails to pay all or any of the outstanding payments collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Said Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding payments 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 therefore by such authority or person. It is clarified that on and from the date of handover of possession of the Said Apartment to the Allottee(s), the Allottee(s) shall be responsible and liable to make timely payments of outgoings including house tax, property tax, electricity charges and cess, maintenance charges to the Promoters or association and other municipal or governmental taxes or cesses etc., as may be applicable or imposed by Competent Authority, from time to time, either as per individual assessment demand or as a pro-rata share, if imposed on the project, to Promoters or directly to the Competent Authority if so required by the Promoter.
- 1.10 The Allottee(s) has paid earnest money being 10% payment towards the Total Consideration of Said Apartment at the time of application/allotment and forming part of the Total Price, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining Total Price of Said Apartment and Car Parking, as prescribed in the Payment Plan (Schedule-II) and as may be demanded by the Promoter within the time and in the manner specified therein.
- Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of the HRERA Rules 2017.
- 1.11 As part of Residential Group Housing project, a Club House/ Community Centre will be developed in the Real Estate Project by the Promoter. The Allottee(s) agrees and understands that the said Club House/ Community Centre is in respect of all the Allottee(s) of the Real Estate Project.
- 1.12 The Club House/ Community Centre shall be maintained, managed and operated by the Promoter & or Club Operator nominated by the Promoter, on such terms and conditions as they may deem fit. The Allottee(s) understand/s that the Allottee(s) shall be liable to pay usage charges as per the club policies and rules, framed by the Club Operator and as may be revised / updated from time





to time, which shall also be uniformly applicable to all Allottee(s) at the Real Estate Project and which shall depend upon house rules / policies of the club formulated from time to time.

- 1.13 It is clarified that the membership of the club as stated above shall always be linked to the ownership of the Said Apartment i.e. the Allottee(s) shall be allowed to transfer the club membership only to such persons to whom the Said Apartment is sold / transferred as per terms herein. The process of such transfer and costs / charges associated to the same, shall be as per the club policies and rules, framed by the Promoter/Club operator and as may be revised / updated from time to time.
- 1.14 The Allottee(s) may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee(s) obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance. The Allottee(s) shall be solely liable for repayment of the said loan and related charges or arising due to any default under the said loan repayment. The Allottee(s) would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee(s) 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(s) from any bank/ financial institution. The Allottee(s) 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 the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee(s) fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.

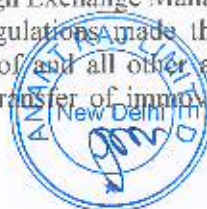
Furthermore, in every case where the Allottee(s) has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter (if any), it is agreed by the Allottee(s) that any default by the Allottee(s) of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee(s) of this Agreement, 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 Agreement.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) 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 Anant Raj Limited A/c The Estate Residences Collection A/c or an interbank electronic transfer to the **current account no. 42697700063 with State Bank of India at New Delhi**, or in such account / name as is informed by the Promoter to the Allottee(s). All payments shall be subject to their actual realization in the above mentioned account. The date of credit in the above account shall be deemed to be the date of payment.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and





provided 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(s) understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it 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 Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee(s) and such third party shall not have any right in the application/ allotment of the said Apartment for residential usage applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

#### **4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorizes the Promoter to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment for Residential usage, if any, in its name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust its payments in any manner.

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment for Residential usage alongwith parking to the Allottee(s) and the Common Areas to the Association of allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of Rule, 2017.

Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price) as well as other dues, deposits and amounts, including payment of any interest, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement.

#### **6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT**

- 6.1 The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plan, common areas description, specifications, amenities facilities etc. including specifications in Schedule-III & IV herein regarding the said Apartment along-with parking is located and has accepted the unit/floor/site plan annexed along with this Agreement as Schedule-V, payment plan annexed along with this Agreement as Schedule-II and the specifications, amenities, facilities, etc. annexed along with this Agreement as Schedule-III, which has been approved by the Competent Authority, as represented by the Promoter.





6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the competent authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

### 6.3 Certain material and fundamental understandings–

6.3.1 The Allottee(s) agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms / conditions of this Agreement and transfer of ownership of the said Apartment to the Allottee(s), and it shall be bound by the following at all points of time;

- (i) Facades - Both front and rear facades are an integral part of the Real Estate Project. Promoter reserves the right for any alteration in design of the façade, balconies or change in finishes/specifications of the exteriors. Exterior facades form part of the maintenance of common areas to be done by Promoter or any third party agency appointed by the Promoter. The Allottee(s) independently or in collaboration / agreement with the owners of other said Apartment in the Building, shall not and in no manner alter the design of the said facade. The Allottee(s) shall not cover or construct on the balcony(ies), open terrace(s), and shall only use the same as provided by the Promoter, as the case may be, and in no other manner whatsoever.
- (ii) The Allottee(s) shall not use/ cause to be used / permit to be used, the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the said Apartment be put to residential use only. Furthermore, the Allottee(s) specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.
- (iii) If any damage is caused to the Said Apartment, common areas within the Real Estate Project or to the Real Estate Project on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Allottees or the Maintenance Agency, as the case may be.
- (iv) The Allottee(s) is strictly prohibited from making any alterations or modifications in the said Apartment or outside the Apartment to the structure or the services and systems laid out in the Said Apartment/ Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for use by one or more said Apartment. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Allottees/ Promoter in writing.
- (v) The Allottee(s) undertakes not to sub-divide/amalgamate the said Apartment with any other Apartment(s) / area in the Real Estate Project.

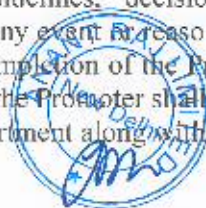




- 6.3.2 The Allottee(s) agrees and undertakes that the Promoter has agreed to sell the said Apartment to the Allottee(s) subject to the Allottee(s) agreeing to the terms and conditions stated herein above, and accordingly the Allottee(s) shall at all times be bound by the same. The said terms / conditions shall at all points be considered as reasonable and as guiding restrictions / regulations relating to the said Apartment and ownership of the Allottee(s) to the same, as the same are fundamental in character for harmonious use and occupation of the buyers of Apartment in the Real Estate Project. The said terms / conditions are for securing beneficial enjoyment of the owners of said Apartment in other and adjoining Apartments. Any breach or deviation to the same shall have a material adverse implication to the rights and uses of the owners of said Apartment in other and adjoining Apartments/ Real Estate Project and the Promoter, which is irreparable in nature. The Promoter and / or the association and / or the owners of other said Apartment in the project, shall at all times be vested with all remedies under law to restrict and injunct the Allottee from any breach or deviation to the said provision and also to require the Allottee(s) to cure the same.
- 6.3.3 The Allottee(s) understands that Promoter being the principle licensee of Group Housing colony license from DTCP, Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, laying of landscape greens, water lines, sewer and storm lines, electrical lines, installing and maintaining Sewage Treatment Plant, Water Treatment Plant, Electric Substations and obtaining and maintaining all external connections for these integral services in the Real Estate Project.
- 6.3.4 The Allottee (s) agrees and undertakes that the Real Estate Project shall always be known as 'The Estate Residences' and the said name shall never be changed, either by the Allottee(s) and/or jointly by the Allottee(s) and other owners through the Association in the Real Estate Project. The Allottee(s) understands and agrees that since the above said brand name is associated to the project name, it shall be of utmost importance for the Promoter, that the project is maintained and managed at all times, even after handover to the association, in accordance with the branding policy, rules and guidelines, as prepared and provided by the Allottee(s) from time to time. The Allottee(s) agrees and acknowledges that this is a fundamental and material understanding to this Agreement, and rights transferred herein and that shall be transferred to the allottee(s), are subject to adherence of the same at all times.
- 6.3.5 The Allottee(s) understands that the said brand name is associated to the project name alone, or the association shall not be entitled under any manner to use the said brand name in any other manner whatsoever, including in prefix or suffix of the name of the Association.

## **7. POSSESSION OF THE SAID APARTMENT FOR RESIDENTIAL USAGE:**

- 7.1 **Schedule for possession of the Said Apartment for residential usage**—The Promoter agrees and understands that timely delivery of possession of the said Apartment for residential usage along-with Car Parking to the Allottee(s) and the handover of Common Areas within the Subject Apartment to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment for residential usage alongwith Car Parking as per agreed terms and conditions on or before the Completion date of the Real Estate Project i.e. **31-Mar-2030** or any extended grace period as per timelines stipulated while registration of Real Estate Project with Authority, unless there is delay due to "Force Majeure Event", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project or due to any event for reason, which is recognized as a ground for extension by the Authority. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment along-with Car Parking.





The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure Event and above mentioned conditions / events, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the extent of Total Consideration received by the Promoter from the Allottee(s) till such date, within 90 days from the Promoter sending the termination letter / intimation / notice. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she 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. It is also agreed that since this liability of refund has arisen on the Promoter due to no fault of the Promoter, therefore the said 120 days timeline may be reasonably extended in mutual discussion with the Allottee(s), if requested by the Promoter.

**7.2 Procedure for taking possession of Said Apartment-** The Promoter Upon obtaining the occupation certificate for the said Apartment and subject to the Allottee(s) having cleared all dues till such date, the Promoter shall offer in writing the possession of the said Apartment within three months from the date of the occupation certificate, to the Allottee(s) as per terms of this Agreement. The Promoter agrees to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the said Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s), 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 in accordance with the terms herein.

**7.3 Failure of Allottee(s) to take Possession of the Said Apartment for residential usage-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the said Apartment for residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or as required by the Promoter and paying all such components / portions of the Total Price that are due and payable, and the Promoter shall give possession of the said Apartment to the Allottee(s) as per the terms and conditions of the Agreement.

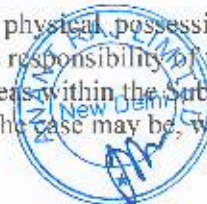
Fulfillment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Apartment to the Allottee(s) and subsequent execution and registration of conveyance deed. Refusal to fulfill any of the conditions listed above by the Allottee(s) shall amount to a breach of this Agreement.

Notwithstanding any other provisions of this Agreement, if the Allottee(s) fails, ignores or neglects to comply with the essential documentation, undertaking etc. or to take the possession of the said Apartment in accordance with the written intimation sent by the Promoter, the Allottee (s) shall be liable to pay maintenance charges and holding charges in relation to the said Apartment for the entire delay caused by the Allottee(s) in taking over the possession and completing all requirements of the Promoter in this regard, which holding charges shall be charged as per **Schedule- \_\_\_\_\_** herein

**7.4 Possession by the Allottee(s)-**

After obtaining the occupation certificate and handing over physical possession of the said Apartment for residential usage to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans and Common Areas within the Subject Apartment to the Association of Allottees or the Competent Authority, as the case may be, within such time period as prescribed under the Act/ Rules.

**7.5 Cancellation by the Allottee(s)-**





The Allottee(s) shall have the right to cancel/ withdraw its allotment in the Real Estate Project as provided in the Act and as set out in Clause 9.1 and 9.2 herein below:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the Real Estate Project without any fault of the Promoter, the Promoter herein is entitled to forfeit (i) the Booking Amount paid for the allotment along with the interest component and penalties / damages (received or due) on any delayed payment / non-payment by the Allottee(s) at the rate prescribed under the Act and Rules, from the Total Consideration amount and refund the balance amount of Total Consideration money paid by the Allottee(s) to the Promoter, within 90 (ninety) days of the issuance of Cancellation Notice by the Promoter based on the request of the Allottee(s). It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same.

**7.7 Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of Compensation –**

The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the said Land, on which the Group Housing Colony is being developed/ has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force; Except for occurrence of a Force Majeure Event, Court orders, epidemic, pandemic and lock down, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized or allowed in this regard by the Authority, if the Promoter fails to complete or is unable to give possession of the said Apartment :

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; the Allottee(s) may terminate this Agreement in terms of Clause 9.2, without prejudice to any other remedy available to the Allottee(s). in case Allottee(s) wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the said Apartment for residential usage, which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter alongwith the Landowners have absolute, clear and marketable title with respect to the Subject Apartment; the requisite rights to carry out development upon the Subject Apartment and absolute, actual, physical and legal possession of the Subject



Apartment for the Real Estate Project;

- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project as have been explained under this Agreement;
- (iii) There are no encumbrances upon the said Land or the Project upon the Subject Apartment except the mortgage created in favour of M/s Vistra ITC India Ltd.;
- (iv) Promoter has obtained necessary approvals, licenses, sanctions and permissions from the Competent Authorities with respect to the Group Housing Colony. Other requisite approvals like Building plan etc have also been obtained by the Promoter thereafter w.r.t. Real Estate Project. All such approvals of said Apartment being sold to the allottee(s) are thus valid and subsisting and have been obtained by following due process of law.
- (v) Further, the Promoter has been and shall, at all times, remain to be in compliance with all the applicable laws in relation to the Real Estate Project while carrying out the activities and development in its domain including construction of the said Apartment for residential usage and the Common Areas as provided under Rule 2(1)(f) of Rule 2017;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or knowingly omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may be prejudicially affected;
- (vii) 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 Real Estate Project and the said Apartment for residential usage which will, in any manner, Prejudicially affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment for residential usage alongwith car parking to the Allottee(s), and the Common Areas within the Subject said apartment to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules;
- (x) The said Land are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Applicable Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it is liable to pay and has collected from the Allottee(s); payable with respect to the Real Estate Project to the Competent Authorities till the offer of possession of the said Apartment along with Common Areas within the said Land (equipped with all the specifications, amenities and facilities) to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules 2(1) (f) of Rules, 2017;
- (xii) 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) has been received by or served upon the Promoter in respect





of the said Land and/or the Real Estate Project, save and except as already disclosed before the RERA at the time of registration.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure Event, Court orders, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized / allowed in this regard by the Authority and subject to timely payment of amounts due to be paid by the Allottee(s) to the Promoter in terms hereof as per the Payment Plan, the Promoter shall be considered under a condition of default, in the following events:

- (i) The Promoter fails to provide ready to move in possession of the said Apartment for residential usage alongwith Car Parking to the Allottee(s) within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, "*ready to move in possession*" shall mean that the said Apartment for residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate, has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, the Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement, in which case the Promoter shall be liable to refund extent of Total Consideration amount received till such date along with interest as prescribed under the Act and Rules, within 90 (ninety) days of such termination. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same. Provided that where the Allottee(s) does not intend to withdraw from the Real Estate Project or terminate the Agreement, the Promoter shall continue to pay to the Allottee(s) the interest at the rate prescribed under the Act and Rules, for every month of delay till the handing over of the possession of the said Apartment for residential usage alongwith Car Parking, which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it becoming due.

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





- (i) In case the Allottee(s) fails to make payments for any installment demands made by the Promoter as per the Payment Plan, despite having been issued notice(s) in that regard. In such event the Allottee(s), shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed under the Act and Rules for the period of delay commencing from the due date of the relevant payment;
- (ii) In case default by the Allottee(s) under the condition listed above continues for a period beyond 60 (Sixty) days after notice received from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment for residential usage. In case of such cancellation, the Promoter herein is entitled to forfeit (i) the Booking Amount paid for the allotment along with the interest component and penalties / damages (received or due) on any delayed payment / non-payment by the Allottee(s) (in terms of Clause [1.10] herein before) at the rate prescribed under the Act and Rules, from the Total Consideration amount and refund the balance amount of Total Consideration money paid by the Allottee(s) to the Promoter, within 90 (ninety) days of such cancellation. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same. On such default of the Allottee(s), the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.

Upon termination of this Agreement by the Promoter, save for the right to refund, if any, to the extent agreed hereinabove, the Allottee(s) shall have no further right or claim against the Promoter and/or the said Apartment for residential usage. Any claim by the Allottee(s) in this regard shall be deemed to have been waived off by the Allottee(s) and the Allottee(s) hereby expressly consents thereto. The Promoter shall on such termination be free to deal with the said Apartment in any manner whatsoever, in its sole and absolute discretion. This is without prejudice to any other rights available to the Promoter against the Allottee(s).

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee(s) and upon execution of necessary documents including indemnity bond, affidavits, etc. by the Allottee(s), shall, execute a conveyance deed and convey the title of the said Apartment for residential usage together with proportionate indivisible share in the Common Areas within the Subject Land, preferably within 3 (three) months but no later than 6 (six) months from possession.

Provided that, the said Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions herein. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee(s) till payment of stamp duty and registration charges and ancillary charges to the Promoter is made by the Allottee(s).

The Promoter shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee(s). The Allottee(s) agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on



the date(s) communicated to him. In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee(s) shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed. In case the Allottee(s) has taken any loan from any bank/ financial institution for the said Apartment for residential usage, the original transfer documents including the conveyance deed shall be directly handed over by the Promoter to the lending institution, if so required by them.

## **11. ASSOCIATION FORMATION AND MAINTENANCE OF THE SAID BUILDING/ SAID APARTMENT/REAL ESTATE PROJECT:**

### **11.1 Maintenance of Common Areas within the Real Estate Project–**

- (a) The Promoter either itself or through its nominated agency shall formulate an association of allottees ("**Association of Allottees**") in the Real Estate Project of said Apartment for residential usage, for the entire Real Estate Project or in a phase wise manner, under applicable laws for maintenance of Common Areas within the Real Estate Project or phase thereof. The Promoter and or its nominated agency shall be responsible to maintain Common Areas within the Real Estate Project till the taking over of the maintenance of such Common Areas within the Real Estate Project by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the occupation certificate of the Real Estate Project, as the case may be, either itself or through a maintenance agency ("**Maintenance Agency**"). The maintenance charges as set forth in **Schedule-I** herein have been included in the Total Price of the Said Apartment for residential usage.
- (b) In case, the Association of Allottees fails to take handover of the Common Areas as envisaged in this Agreement, then in such a case, the Promoter/and/or its nominated agency shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Allottees or proportionately from all allottees at the Real Estate Project.
- (c) The Allottee(s) shall pay the maintenance charges in relation to the said Apartment as may be levied by the Maintenance Agency to be appointed/nominated by the Promoter and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoter, simultaneously with effect from date of possession.

## **12. DEFECT LIABILITY:**

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 (a) the date of handing over possession or (b) expiry of 3 (three) months from the date of offer of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act:

It is further clarified that the Promoter shall not be liable for (a) any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design and/ or (b) the defects that are the result of ordinary wear and tear in due course.

The Promoter shall procure fixtures, fittings, equipment and/or services including but not





limited to elevator, power back up equipment, pumps etc of standard makes and these shall be governed by their respective warranties provided by their manufactures/installers. The said warranties of the same shall be made available to the Allottee(s)/Associations of the allottees by the Promoter.

In case any such structural defect or any other defect in workmanship quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s) /the associations of allottees/ the maintenance agency, as the case may be, prior to expiry of the said initial 90 ( ninety) days . The Promoter/Allottee(s)/the associations of allottees/ the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time/extensions of time.

### **13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**

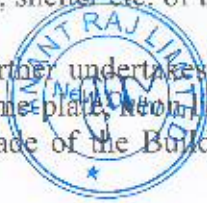
The Promoter / Maintenance Agency / Association of Allottees/ Competent Authority shall have rights of access to all common areas, parking spaces, lift and floor lobbies, service and building shafts, basement and terrace, etc. for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and/ or Association of Allottees and/ or Maintenance Agency / Competent Authority to enter into the said Apartment for residential usage or any part thereof, after giving due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

### **14. LIMITED AREA USAGE:**

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

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Clause 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment for residential usage alongwith Car Parking at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment for residential usage, or the staircases, lifts, common passages, corridors, circulation areas, or the compound or Real Estate Project which may be in violation of the applicable laws or rules of any authority or change or alter or make additions to the said Apartment for residential usage and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s)/Associations of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the





exterior of the project, building therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/Associations of allottees shall not store any hazardous or combustible goods in the Said Apartment for residential usage and parking or place any heavy material in the common passages or staircase of the Building. The Promoter/Allottee(s)/Associations of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee(s)/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the said Apartment for residential usage and parking, as the case may be.

- 15.3 The Allottee/Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by 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 be.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the said Apartment for residential usage with the full knowledge of all laws, rules, regulations and notifications applicable in the State of Haryana and related to the project. The Allottee(s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other applicable laws applicable to the said Apartment and /or the project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan 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.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

The Promoter has the right and is entitled to create mortgage and / or create a charge on the Apartments /Inventory in the Real Estate Project or any part or component thereto, all current/ future receivables pursuant thereto and any other right, title and interest that the Promoter may have in respect of the Real Estate Project. After the Promoter executes this agreement he shall not mortgage or create a charge on the Said Apartment for residential usage and parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Said Apartment for residential usage and Car Parking.

**19. APARTMENT OWNERSHIP ACT THE STATE OF HARYANA COMPLIANCE WITH ACT:**



The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Apartment Act, Act and Rules framed thereunder, bye-laws, instructions / guidelines and decisions of the Competent Authority prevalent in the State . The details of approvals / compliances, as applicable under the applicable laws are as under:

- i. License no.128 of 2022
- ii. Zoning Plan duly approved by DTCP, Haryana
- iii Building Plans duly approved by DTCP, Haryana;

**20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute and register the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled by the Promoter and (i) Booking Amount or part hereof paid by the Allottee(s), (ii) any paid or payable delay interest, (iii) any paid or payable damages / penalty under this Agreement and (iv) any taxes such as GST etc., to the Promoter till such time, shall be forfeited by the Promoter.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment for residential usage and there are no promises or assurances or representations, oral or written, express or implied, of the Promoter, other than those contained in this Agreement.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):**

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 said Apartment for residential usage alongwith Car Parking and the project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Apartment for residential usage, in case of a transfer, as the said obligations go along with the said apartment for residential usage and Car parking for all intents and purposes.

**NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:**





- 23.1 It is agreed that the Allottee(s) shall be permitted to transfer/ assign the allotment of the said Apartment for residential usage and his/ their rights and obligations under this Agreement to any third party, subject to receipt of at least 30% of Total Price and prior approval / NOC from the Promoter. All such transfers / assignment shall be subject to the applicable laws and payment of the transfer / administrative charges and execution of requisite undertakings and indemnities by the Allottee(s) and the transferee(s) as may be required by the Promoter. The Allottee (s) shall be under an obligation to deposit with the Promoter all documents executed between the Allottee(s) and the transferee. It is also agreed that the Promoter may at its discretion not permit transfer / assignment in the event a material breach of the Agreement has been committed by the Allottee(s) and / or the payment of dues by the Allottee(s) is not upto date.
- 23.2 In the event the Allottee(s) has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoter, permitting the said assignment / transfer by the Allottee(s). For avoidance of any doubt, any proposal for addition / deletion of names as a Allottee(s) shall be deemed to be a transfer/ assignment of allotment and Allottee(s) will be liable to pay applicable transfer / administrative charges. All taxes including GST and cess on the transfer / administrative charges shall be borne and paid by the Allottee(s)
- 23.3 In cases of transfer by way of succession, there shall not be any such transfer / administrative charges, provided the legal heirs / beneficiary (ies) of the Allottee(s) furnish relevant documents to the Promoter setting out their rights and entitlements in this regard.
- 23.4 The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 23.5 All the provisions contained herein and the obligations arising hereunder in respect of the said Apartment for residential usage shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee(s), as all obligations mentioned herein shall go along with the said Apartment for residential usage for all intents and purposes-

#### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

- 24.1 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(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 24.2 Failure on the part of the non-defaulting Party 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 relinquishment of any other right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure shall in no way affect the validity and enforceability of this Agreement or the rights and obligations of the non-defaulting Party.

#### **25. SEVERABILITY:**



If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and regulations made thereunder or under other applicable 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 Act or the Rules and regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in project, the same shall be the proportion which the Carpet Area of the said Apartment for residential usage and Car parking bears to the total Carpet Area of all the said Apartment in the Real Estate Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. 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 provisions of the relevant State Act at concerned Sub Registrar Office. Hence, this Agreement shall be deemed to have been executed at Gurugram.

**29. NOTICES:**

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

Name of the Allottee(s)

Allottee(s) Address:

Promoter name: ANANT RAJ LIMITED

Promoter Address : H-65, Connaught Circus, New Delhi-110001

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

In all communications to the Promoter, the reference to the said Apartment for residential usage identification number/ address must be mentioned clearly.



**30. JOINT ALLOTTEES:**

That in case there are joint Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the joint Allottee(s). No separate notice/communication will be sent to any of other joint Allottee.

The Allottee(s) confirms and agrees that any communication to the email address provided in the application for the said Apartment for residential usage shall be considered a valid communication to the Allottee(s).

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing [which the same shall be settled through the authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale 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 buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



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

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

- Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 2. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

# **SCHEDULE-1**

<b>RESIDENTIAL APARTMENT DESCRIPTION AND BOOKING DETAILS</b>	
<b>Location</b>	Sec63A, Gurugram, Haryana
<b>Tower No. / Apartment No.</b>	
<b>Floor / Type</b>	
<b>Carpet Area of Apartment</b>	..... Sq ft ..... sq mtr
<b>Balcony area</b>	..... Sq ft ..... sq mtr
<b>Parking Slot No(s)</b>	
<b>Total Consideration Amount</b>	
<b>Rate of Booking Including EDC/ IDC (In Rs. Per Sq ft)</b>	
<b>Total Consideration (A)</b>	
<b>Other Charges to be paid on Intimation of possession (B)</b>	
<b>Maintenance Charges, Stamp duty, Registration charges, Interest Free Maintenance Deposit (Rs.10 Lakh per Apartment)</b>	As applicable
<b>Taxes/GST &amp; Govt. Levies (as applicable) (C)</b>	
<b>Total Price (A+B+C)</b>	





## SCHEDULE-II

### **DOWN PAYMENT PLAN (A)**

S. No.	Instalment Description	Percentage of total consideration
1.	At the time of Booking / On application	Rs.21 Lakhs
2.	On allotment and execution/registration of BBA/ Agreement to Sell	Balance to complete 10%
3.	Within 30 days of BBA	80% (Less applicable Rebate*)
4.	On Offer of Possession (Stamp duty, registration charges, miscellaneous expenses etc.)	10%
	<b>Total Payable</b>	<b>100%</b>

*\*Down Payment Rebate : 10%*

### **CONSTRUCTION LINKED PAYMENT PLAN ( B )**

S. No	Instalment Description	Percentage of total Consideration
1	At the time of Booking / On application	Rs.21 Lakhs
2	On allotment and execution/registration of BBA/ Agreement to Sell	Balance to complete 10%
3	Within 90 days of Booking	10%
4	Within 180 days of Booking	10%
5	On structure Completion	30%
6	On application for Occupation certificate	30%
7	On offer of Possession (Stamp duty, registration charges, miscellaneous expenses etc.)	10%
	<b>Total Payable</b>	<b>100%</b>

Note:

- Stamp duty and Registration charges as applicable shall be extra
- GST and other applicable taxes will be extra. GST shall be charged on every instalment as applicable.
- Interest free Maintenance Deposit (IFMD) shall be extra and payable at time of possession amounting to Rs.10 Lakhs per apartment
- Holding charges shall be applicable @ Rs.25 per sq ft on carpet area basis





**SCHEDULE-III**

<b>SPECIFICATIONS OF APARTMENT</b>		
<b>Specification of Apartments and other Buildings including the following</b>		
1.	FLOORING DETAILS OF VARIOUS PARTS OF HOUSE	TILES/ MARBLE/ GRANITE/ LAMINATED WOOD
2.	WALL FINISHING DETAILS	OBD/ SEMI-ACRYLIC/ ACRYLIC EMULSION/ TILES
3.	KITCHEN DETAILS	MODULAR KITCHEN WITH APPLIANCES AS PER POINT 6.6 IN UNIT WISE SPECIFICATIONS, CABINETRY AND SS SINK.
4.	BATHROOM FITTINGS	CP FITTINGS, WASH BASIN, WC WITH ACCESSORIES
5.	WOOD WORK ETC	NA
6.	DOORS AND WINDOWS FRAMES	MS/ UPVC/ AL/ WOOD/ COMPOSITE MATERIAL
7.	GLASS WORK	CLEAR/ TINTED/ COATED/ FROSTED GLASS AS PER POINT NO. 13
8.	ELECTRIC FITTINGS	NA
9.	CONDUCTING AND WIRING DETAILS	PVC CONDUITS, FR WIRING
10.	CUPBOARD DETAILS	MODULAR WARDROBES IN BEDROOMS
11.	WATER STORAGE	OHT & UGT WATER TANKS
12.	LIFT DETAILS	BRANDED MAKE
13.	EXTERNAL GLAZINGS	UPVC/ ALUMINIUM
13.1.	WINDOWS/GLAZINGS	UPVC/ ALUMINIUM
14.	DOORS	WOODEN FLUSH DOOR
14.1.	MAIN DOORS	WOODEN FIRE RESISTANT FLUSH DOOR
14.2.	INTERNAL DOORS	WOODEN FLUSH DOOR
15.	AIR CONDITIONING	VRV/ VRF WITH HIGH WALL UNITS IN LIVING, DINING, BEDROOMS, UTILITY & KITCHEN
16.	ELECTRICAL FITTINGS	SWITCH BOX AND SOCKETS. HOME AUTOMATION IN SELECT AREAS AS PER DESIGN.
17.	CNG PIPE LINE	GAS PIPE LINE PROVISION ONLY
18.	PROVISION OF WIFI AND BROADBAND FACILITY	PROVISION ONLY
19.	EXTERNAL FINISHING/ COLOUR SCHEME	EXTERIOR GRADE PAINT
20.	INTERNAL FINISHING	NIL



	<b>6. KITCHEN</b>	
6.1	FLOOR	TILES/ GRANITE
6.2	WALLS	TILES UPTO 2' ABOVE COUNTER/ EMULSION PAINT IN THE BALANCE AREA
6.3	CEILING	ACRYLIC EMULSION
6.4	COUNTERS	GRANITE/ SYNTHETIC STONE
6.5	FIXTURES	CP FITTINGS, SS SINK EXHAUST FAN
6.6	KITCHEN APPLIANCES	HOB, CHIMNEY, OVEN, MICROWAVE, DISHWASHER, REFRIGERATOR, GEYSER, WASHING MACHINE (IN BALCONY)
	<b>7. UTILITY ROOMS/ UTILITY BALCONY/ TOILET</b>	
7.1	FLOOR	TILES
7.2	WALLS & CEILING	OBD/ SEMI-ACRYLIC/ TILES
7.3	TOILET	CP-FITTINGS, WC, WASH BASIN
7.4	BALCONY	TILES/ CEMENT-BASED EXTERIOR GRADE PAINT
	<b>8. SIT-OUTS</b>	
8.1	FLOOR	TILES
8.2	WALL & CEILING	EXTERIOR GRADE PAINT
8.3	RAILING	MS/ SS/ AL/ GLASS
8.4	FIXTURES	CEILING LIGHTS





SPECIFICATION UNIT WISE		
<b>1. LIVING/ DINING/ FOYER/ FAMILY LOUNGE</b>		
1.1	FLOORS	MARBLE
1.2	WALLS	ACRYLIC EMULSION
1.3	CEILING	ACRYLIC EMULSION
<b>2. MASTER BEDROOM/ DRESSROOM</b>		
2.1	FLOOR	LAMINATED WOODEN FLOORING
2.2	WALLS	ACRYLIC EMULSION
2.3	CEILING	ACRYLIC EMULSION
2.4	MODULAR WARDROBES	MODULAR WARDROBES
<b>3. MASTER TOILET</b>		
3.1	FLOOR	TILES/ MARBLE/ GRANITE
3.2	WALLS	COMBINATION OF TILES/ ACRYLIC EMULSION PAINT & MIRROR
3.3	CEILING	ACRYLIC EMULSION
3.4	COUNTERS	MARBLE/ GRANITE/ SYNTHETIC STONE
3.5	SANITARY WARE/ CP FITTINGS	CP FITTINGS, WASH BASIN, WC, TOWEL RAIL/RINGS, TOILET PAPER HOLDER
3.6	FITTING FIXTURES	GLASS SHOWER-PARTITION, EXHAUST FAN, GEYSER
<b>4. BED ROOMS</b>		
4.1	FLOOR	LAMINATED WOODEN FLOORING
4.2	WALLS	ACRYLIC EMULSION
4.3	CEILING	ACRYLIC EMULSION
4.4	WARDROBES	MODULAR WARDROBES
<b>5. TOILET</b>		
5.1	FLOOR	TILES/ MARBLE/ GRANITE
5.2	WALLS	COMBINATION OF TILES/ ACRYLIC EMULSION PAINT & MIRROR
5.3	CEILING	ACRYLIC EMULSION
5.4	COUNTERS	MARBLE/ GRANITE/ SYNTHETIC STONE
5.5	SANITARY WARE/ CP FITTINGS	CP FITTINGS, WASH BASIN, WC, TOWEL RAIL/RINGS, TOILET PAPER HOLDER
5.6	FIXTURES	GLASS SHOWER-PARTITION, EXHAUST FAN, GEYSER



**SCHEDULE-V**  
**FLOOR PLAN OF THE SAID APARTMENT**





#### SCHEDULE-IV

##### COMMON AREAS / SERVICES / FACILITIES WHICH ARE PART OF THE SUBJECT LAND

List of common areas and facilities for use of the Applicants / Allottees within **The ESTATE RESIDENCES**

1. Services at Stilt / Ground level / Basement and Terrace Area
2. Entrance Lobbies & Hall at Ground floor
3. Staircases, Passenger lifts, Service Lift
4. Shafts, Lift Machine Rooms, Shuttle / Firemen lifts
5. Lift lobbies, Common passage with firefighting equipment and the Lighting thereof, Common corridor in the Basement
6. Toilet for Visitors, toilet for Physically handicapped at Stilt level
7. Visitors parking
8. Driveway in Stilt and Basement
9. Community facilities at Stilt Level
10. Overhead Water tanks
11. Electrical/ Plumbing/ Fire shafts and service ledges.
12. Mail room / Security room / back office
13. Driver's lounge and toilets
14. Security / Fire control rooms
15. RWA office, maintenance office and horticulture room etc
16. Transformer / DG / Pump rooms, UPS and battery rooms
17. Car wash / laundromat facilities
18. Pet area
19. Miscellaneous areas etc (if any)
20. Common Greens
21. Any other areas as specified by the promoter

