

AGREEMENT FOR SALE

INDEPENDENT FLOORS

TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR
At Precore City (DDJAY), Sector-7, Baluda Road, Sohna, District
Gurugram

ANNEXURE A

FLOOR BUYER AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this _____ day of _____, 20__.

By and Between

M/s TERRA INFRACON PRIVATE LIMITED (CIN:U70109DL2013PTC248476; PAN: AAECT8041M) a Company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at B-52/AB, 2nd Floor, Kalkaji, New Delhi-110 019 and Corporate Office at 607, 6th Floor, Universal Trade Tower, Sohna Road, Sector 49, Gurugram – 122 018, Haryana represented by its authorized signatory **Mr.** _____, (Aadhaar No. _____) authorized *vide* Board Resolution dated _____ hereinafter referred to as the “**Promoter/Developer-Cum-Landowner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

And Mrs. Urmila Kumari W/o Mr. Chander Prakash, resident of Near Tehsil Office, Ward No.06, Sohna, Gurugram, Haryana-122103 through its duly appointed attorney, M/s. Terra Infracon Private Limited (CIN:U70109DL2013PTC248476; PAN: AAECT8041M), a company incorporated under the Companies Act, 1956 having its registered office at B-52, AB, 2nd Floor, Kalkaji, New Delhi-110 019 and Corporate Office at 607, 6th Floor, Universal Trade Tower, Sohna Road, Sector 49, Gurugram – 122 018, Haryana through its Authorised Signatory Mr. _____ S/o Sh. _____ R/o _____ (Haryana) vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which expression shall include her successors-in-interest, legal representatives, liquidators, heirs, nominees and permitted assigns etc. unless the subject or context requires otherwise],

And Mrs. Gayatri Devi W/o Mr. Vijay Kumar, resident of House No. 60, Near Tehsil Office, Sohna, Gurugram, Ward No.06, Haryana-122 103 through its duly appointed attorney M/s. Terra Infracon Private Limited (CIN:U70109DL2013PTC248476; PAN: AAECT8041M), a company incorporated under the Companies Act, 1956 having its registered office at B-52, AB, 2nd Floor, Kalkaji, New Delhi-110 019 and Corporate Office at 607, 6th Floor, Universal Trade Tower, Sohna Road, Sector 49, Gurugram – 122 018, Haryana through its Authorised Signatory Mr. _____ S/o Sh. _____ R/o _____ (Haryana) vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which expression shall include her successors-in-interest, legal representatives, heirs, administrators, nominees and permitted assigns etc. unless the subject or context requires otherwise],

And Mr. Vijay Kumar S/o Mr. Chander Prakash, resident of House No. 60, Near Tehsil Office, Sohna, Gurugram, Ward No.06, Haryana-122103 through its duly appointed attorney M/s. Terra Infracon Private Limited (CIN:U70109DL2013PTC248476; PAN: AAECT8041M), a company incorporated under the Companies Act, 1956 having its registered office at B-52, AB, 2nd Floor, Kalkaji, New Delhi-110 019 and Corporate Office at 607, 6th Floor, Universal Trade Tower, Sohna Road, Sector 49, Gurugram – 122 018, Haryana through its Authorised Signatory Mr. _____ S/o Sh. _____ R/o _____ (Haryana) vide Resolution dated _____ [hereinafter referred to as the “**Land Owner**”, which expression shall include her successors-in-interest, legal representatives, heirs, administrators, nominees and permitted assigns etc. unless the subject or context requires otherwise]

The said three Land Owners are collectively referred to as the Promoter’s Associates.

The said Promoter and Land Owners are herein collectively referred to as the “**Promoter & Land Owners**” of the ONE PART.

AND

[If the Allottee is a company]

_____, (CIN No. _____; PAN _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, 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]

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

[OR]

(a)

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar No. _____; PAN: _____) son / daughter of _____, aged about _____, residing at _____, 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).

(b)

[If the Allottee is an Individual]

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

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

DEFINITIONS:

PROMOTER and LAND OWNER

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ALLOTTEE(S)

For the purpose of this Agreement, unless the context otherwise requires, -

- (a) **"Act"** means Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) **"Applicable Laws"** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
- (c) **"Approvals"** shall mean and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project (defined hereinafter).
- (d) **"Authority"** means the Haryana Real Estate Regulatory Authority.
- (e) **"Competent Authority"** means 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 * (defined hereinafter) and/or the Project.
- (f) **"Common Areas and Facilities"** means such areas and facilities in the Project which are meant for common use, enjoyment and access of the allottee(s) at the Project, viz parks, roads, green areas etc. (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Project or otherwise transferable by the Promoter to the third parties including Government and local bodies. The Community Sites situated in the Project are explicitly excluded from the definition of Common Areas & Facilities and the same are transferable by the Promoter to third parties including Government and local bodies.
- (g) **"Essential Services"** shall mean the provision of (i) Internal roads connecting the Floor (defined hereinafter) to the public road, (ii) Sewer line outside the Floor, (iii) Water supply line outside the Floor, (iv) Provision of the Electricity line up to the Floor and (v) Storm water drains outside the Floor.
- (h) **"Force Majeure Events"** shall mean (a) flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity by nature effecting the regular development of the Project (b) war, civil commotion or act of God; (c) any notice, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials or labour, and (e) Court orders, Government policy/ guidelines, decisions affecting the regular development of the Project and (f) any reason beyond the reasonable control of the Promoter.
- (i) **"Government"** means the Government of the State of Haryana.
- (j) **"Hazard"** means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
- (k) **"Holding Charges"** shall mean the administrative costs incurred by the Promoter to hold the Floor, if the Allottee/s fails to take actual & physical possession of the Floor after expiry of the period specified in the Offer Letter.
- (l) **"Floor"** shall mean the Floor described in **Schedule A**
- (m) **"Project"** meaning assigned to it under Recital A herein.
- (n) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (o) **"Rules"** means Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.

- (p) "**Safeguarding Charges**" means the charges incurred to guard the Floor against encroachments/trespassing by the third party(ies), in case Allottee/s fails to take actual & physical possession of the Floor after expiry of period mentioned in the Offer Letter.
- (q) "**Section**" means a section of the Act.
- (r) "**Total Price of Floor**" shall mean the amount mentioned in **Schedule C**.

WHEREAS:

- A. The **Promoter & Land Owners** are absolute and lawful owners of 18 plots bearing Nos. Q-161, R-162 to R-177 and Q-178 land measuring ad-measuring 2186.66 Sq. Meters or 0.5403 Acres approx., located in the "**PRECORE CITY**" (Affordable Residential Plotted Colony under DDJAY) (hereinafter referred to as the '**Said Land**') situated at Revenue Village Sohna, Tehsil Sohna, District Gurugram-122103 with the intention to promote and develop 'Independent Residential Apartment Floors' on **18 Plots** over the same known as "**TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR**" vide sale deeds nos. & dated 137 dated 07.04.2023, 136 dated 07.04.2023, 133 dated 07.04.2023, 134 dated 07.04.2023, 13046 dated 29.03.2023, 13045 dated 29.03.2023, 13092 dated 31.03.2023, 13093 dated 31.03.2023, 13079 dated 31.03.2023, 13040 dated 29.03.2023, 13044 dated 29.03.2023, 13043 dated 29.03.2023, 13041 dated 29.03.2023, 13110 dated 31.03.2023, 13107 dated 31.03.2023, 13108 dated 31.03.2023, 13105 dated 31.03.2023 and 135 dated 07.04.2023 registered at Sohna office of the Sub-Registrar, District Gurugram.

The Promoter and Land Owners have mutually entered into a Memorandum of Understanding /Indenture/Agreement vide Document No. 10320 dated 02.11.2023 and Power of Attorney vide Document No. 109 dated 18.12.2023 registered at the office of the Sub-registrar Sohna Distt. Gurugram (Haryana)

The Said Land is earmarked for the purpose of constructing independent buildings on each plot comprising of three independent floors, along with stilt parking and common areas and facilities and said project is known as "**TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR**" ("**the Project**");

- B. The **Promoter** is fully competent to enter into this **Agreement** and all the legal formalities with respect to the right, title and interest of the **Promoter and Land Owner** regarding the Said Land have been complied with;
- C. The Promoter agrees and undertakes that it shall not make any changes in this approved building plan (Approved by Directorate of Urban Local Bodies vide Application Number: _____ Dated _____) except in strict compliance with Section 14 of the Act and other laws as applicable;
- D. The Promoter has registered the Project under the provisions of the Act with the HARAYANA Real Estate Regulatory Authority (HRERA) at Gurugram on _____ **202** under registration no. _____ vide memo no. **HRERA/GGM/_____/_____/202** for "**TERRA ELEGANCE INDEPENDENT RESIDENTIAL FLOOR**" project;
- E. The Allottee had applied for an independent floor in the Project vide Application No. _____ dated _____ and has been allotted the independent Floor No. _____ on Plot No. _____ having **Carpet Area** of _____ Sq. ft. (_____ sq. mtrs.) in the building to be constructed on the Said Land along with stilt parking Space No. _____ admeasuring _____ Sq. Ft. (_____ sq.mtrs.) and exclusive rights in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State

(hereinafter referred to as the “**Said Independent Floor**”) more particularly described in **Schedule A** and the floor plan, stilt plan, terrace plan of the **Said Independent Floor** is annexed hereto and marked as **Schedule-B**).

The Common Areas (including Terrace), is particularly described in **Schedule-D**.

- F. The Parties have gone through all the terms and conditions set out in this **Agreement** and understood the mutual rights and obligations detailed herein;
- G. 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;
- H. The **Parties**, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this **Agreement** and all applicable laws, are now willing to enter into this **Agreement** on the terms and conditions appearing hereinafter.
- I. In accordance with the terms and conditions of this **Agreement** and as mutually agreed upon by and between the Parties, the **Promoter** hereby agrees to sell and the **Allottee** hereby agrees to purchase the **Said Independent Floor** for residential usage along with parking as specified in para G above.

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

1.TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the **Said Independent Floor** for Residential usage along with parking as specified in Para .G.

- 1.2 The Total Price of floor for Residential usage as per approved Building Plan is Rs. _____ (Rupees _____ only)
 ("**Total Price**")

Plot No. _____

Independent Floor No. _____

Area of the Independent Floor (in square feet) _____ or (in square meter) _____

Rate of Independent Floor (per square feet) INR _____ (per square meter) INR _____

Parking Nos. _____

Total Unit Price (in INR) _____

(Inclusive of External Development Charges calculated @ INR. _____/- Per Sq. Yd. prorata for Independent Residential Apartment Floor Area in the above Total Price).

Explanation:

- (i) The **Total Price** as mentioned above includes the booking amount paid by the **Allottee** to the **Promoter** towards the **Said Independent Floor** for Residential usage along with parking.

- (ii) 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 paid /payable by the Promoter up to the date of handing over the possession of the **Said Independent Floor** for residential usage along with parking to the allottee(s) after obtaining the necessary approvals from the competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the **Total Price** shall be increased/ decreased based on such change / modification and allottee shall not object to such increase or decrease.

Provided further, if there is any change in the taxes/ charges / fees/ levies etc., 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 be charged from the **Allottee and the allottee shall be liable to pay it.**

- (iii) The **Promoter** shall periodically intimate in writing to the **Allottee**, the amount payable as stated in (i) above and the **Allottee** shall make payment demanded by the **Promoter** with in time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Allottee(s)** the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective/ due/payable.
- (iv) The Total Price of **Said Independent Floor** for Residential usage along with parking includes recovery of price of land, development and construction of not only the **Said Independent Floor** but also the Common Areas, Internal Development Charges, Infrastructure Augmentation Charges, Facilities, External Development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the independent floor, lift, waterline and plumbing, finishing with paint, tiles, doors and windows, maintenance charges as per para 11 etc. and includes cost of other facilities, amenities and specifications to be provided within **Said Independent Floor** for residential usage along with parking in the **Project**.

- 1.3 The **Total Price** is escalation-free, save and except increase which the **Allottee** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Allottee** for increase in Development Charges, Infrastructure Augmentation Charges, External Development Charges, cost / charges / fees / taxes / levies etc., imposed by the Competent Authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Allottee**, which shall only be applicable on subsequent payments. Further that if there is any new imposition or increase of any Development Charges, Infrastructure Augmentation Charges, External Development Charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the Act, the same shall also be charged from the **Allottee**. The **Allottee(s)** shall make the payment as per the payment plan set out in **Scheduled-C ("Payment Plan")**.

- 1.4 The **Promoter** may allow, in its sole discretion, a rebate for early payments of installments by the **Allottee** by discounting such early payments at the rate of interest equivalent to State Bank of India highest marginal cost of lending rate plus two percent for the period by which the respective installments have been preponed. The provisions for allowing rebate and such rate

of rebate shall not be subject to any revision / withdrawal, once granted to an **Allottee** by the **Promoter** unless agreed upon by the **Allottee**.

- 1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned building plans and specification and the nature of fixtures, fittings and amenities of the Project described herein in at **Scheduled-D and Schedule-E**, (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the **Said Independent Floor** without the prior written consent of the **Allottee** as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions / guidelines issued by the Competent Authorities. Provided further that the **Promoter** may make such minor additions or alterations as may be required by the **Allottee**, or such minor changes or alterations as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions / guidelines of the Competent Authorities.
- 1.6 The Promoter shall confirm the **carpet area** that has been allotted to the **Allottee** after the construction of the **Said Independent Floor**, 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. 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 amounts paid by the **Allottee(s)** within 90 (Ninety) 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 5% of the carpet area of the **Said Independent Floor** 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 **Scheduled-C**. All these monetary adjustments shall be made at the same rate per Sq. Ft. as agreed in Para 1.2 of this Agreement.
- 1.7 Subject to Para 9.3 the **Promoter** agrees to acknowledge, the **Allottee(s)** shall have the right to the **Said Independent Floor** for Residential usage along with parking as mentioned below:
- (i) The **Allottee(s)** shall have exclusive ownership of the **Said Independent Floor** for Residential usage along with exclusive right to use parking.
 - (ii) The **Allottee(s)** shall also have a right in the Common Areas and Facilities, as provided under Rule 2(1)(f) of Rules, 2017 of the State. The **Allottee (s)** shall use the Common Area and Facilities along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the **common areas** to the association of the allottees/competent authorities after obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The **Allottee(s)** has the right to visit the Project site to assess the extent of development of the **Project** and his/her **Said Independent Floor** for Residential usage. However, the Allottee shall take all precautionary measures while visiting Project and he/she shall be solely liable for any negligence on his/her part in this regard.
- 1.8 The Parties agree that 10% of the Total Price shall be construed as Earnest Money under this Agreement (**"Earnest Money / Booking Amount"**) to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the **Allottee(s)** under this Agreement. Further, the **Promoter** agrees to pay all outstanding payments before transferring the physical possession of the **Said Independent Floor** to the **Allottee(s)**, which it has collected from the **Allottee(s)**, for the payment of such outstanding (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 **Project**. If the **Promoter** fails to pay all or any of the outstanding(s) collected by it from

the **Allottee(s)** or any liability, mortgage loan and interest thereon before transferring the **Said Independent Floor** to the **Allottee(s)**, the **Promoter** agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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 thereof by such authority or person.

- 1.9 The **Allottee** has paid a sum of Rs. _____ (INR. _____ only) as booking amount being part payment towards the **Total Price** of the **Said Independent Floor** for Residential usage along with parking at the time of Application; the receipt of which the **Promoter** hereby acknowledges and the **Allottee** hereby agrees to pay the remaining price and other charges of the **Said Independent Floor** for Residential usage along with parking as prescribed in **the Payment Plan mentioned in Schedule C** as the case 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/she shall be liable to pay interest at the rate prescribed therein.

- 1.10 The Allottee agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Project as determined by the Promoter, till such time the Common Area and Facilities are transferred to the association of allottee/s or to the concerned authorities, as the case may be.
Provided that if the **Allottee** delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in Rule 15 of HRERA Rules, 2017.

2. **MODE OF PAYMENT:**

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction / development milestones, the **Allottee(s)** shall make all payments, on written demand by the **Promoter**, within the stipulated time as mentioned in the **Payment Plan [Schedule C]** through A/c Payee Cheque/ demand draft/ bankers Cheque or online payment (as applicable) in favour of '**Terra Infracon Private Limited.**' Payable at Gurugram / Sohna, and/or in the Bank and Account No. of the Promoter as may be intimated by the Promoter.
- 2.2 The **Allottee(s)** agrees that the payment shall be considered received when it actually gets credited to the bank account of the **Promoter**. If any of the cheques submitted by the **Allottee(s)** to the **Promoter** is dishonoured for any reasons, then the **Promoter** shall intimate the **Allottee(s)** of the dishonour of the Cheque and the **Allottee(s)** would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the **Promoter** of all the amounts including the dishonor charges of Rs. 2000/- (Rupees Two Thousand only) (for each dis-honour). In the event of dishonour of any payment Cheque, the **Promoter** has no obligation to return the original dishonoured Cheque.

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

- 3.1. The Allottee, 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 to provide the **Promoter** with such permission, approvals which would enable the **Promoter** to fulfill its obligations under this **Agreement**. Any refund, transfer of security, if provided in terms of the **Agreement** shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2. The **Promoter** accepts no responsibility in regard to matters specified in para 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 all necessary formalities as specified and under the applicable laws. The **Promoter** shall not be responsible towards any third party making payment/ remittances on behalf of any **Allottee(s)** and such third party shall not have any right in the application/ allotment of the **Said Independent Floor** 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 him/her under any head(s) of dues against lawful outstanding of the **Allottee(s)** against the **Said Independent Floor** for Residential usage, in his/ her name and the **Allottee(s)** undertakes not to object/ demand/ direct the **Promoter** to adjust his/her payments in any manner. It is clarified that from all the amounts received, the **Promoter** shall be entitled to first adjust / appropriate any amounts paid firstly towards the taxes, charges, levies, etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, subsequently the pending installments. The balance amount shall be adjusted towards the taxes, charges, levies, etc. due and payable on the current installment and then on the current installment amount.

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 offering the **Said Independent Floor** for Residential usage along with parking to the **Allottee(s)** and the **Common Areas** subject to force majeure events and reasons beyond the control of the Promoter.

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

- 6.1 The **Allottee(s)** has seen the proposed Layout plan/demarcation-cum-zoning/sanctioned plans, / site plan/building plan, specification, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the **Project** where the **Said Independent Floor** for residential usage along with parking is located and has accepted the floor / site plan, **Payment Plan** and the Specifications, amenities, facilities, etc.[annexed along with this **Agreement**] which has been approved by the competent authority, as represented by the **Promoter**. The allottee has satisfied himself/ herself in all respect.
- 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 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 DULB/HSVP/any other Competent Authority 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 The **Allottee(s)** agrees and understands that the allotment of the **Said Independent Floor** is on 'as is where is' basis including its levels. The **Allottee(s)** agrees not to raise any dispute in this regard in future.

6.4 The **Promoter** has informed the **Allottee(s)** that the development of Project and provision of the Essential Services shall be subject to (i) Force Majeure Events and (ii) timely receipt of the Total Price (iii) reasons beyond the control of the **Promoter**.

7. **POSSESSION OF THE SAID INDEPENDENT FLOOR FOR RESIDENTIAL USAGE:**

7.1. **Schedule for possession of the said Independent Floor-**

The **Promoter** agrees and understands that timely delivery of possession of the **Said Independent Floor** for Residential use along with 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 Rules, 2017, is the essence of the **Agreement**.

The **Promoter** assures to offer possession of the **Said Independent Floor** for Residential usage along with parking as per agreed terms and conditions by _____ [date], unless there is delay due to *"Force Majeure Events" or Court orders, Government policy / guidelines, decisions effecting reasons beyond the control of the Promoter for regular development of the Project*. In the event of any delay in offer of possession of the Floor to the Allottee on the Date of Offer of Possession (defined herein after) and/ or beyond the Extended Duration (defined herein after) and/ or further extension of time for completion of Essential Services of the Said Independent Floor, the Allottee shall be entitled to compensation as per Rules from the expiry of Extended Duration (defined below) till the date of Offer Letter, provided the Allottee/s has complied with all the terms and condition of this Agreement. It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Cost of Floor only (excluding interest amounts (if any), paid to the Promoter and not on the stamp duty, registration fee, GST, TDS, deposits, development charges, applicable taxes etc. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the Floor.

The **Allottee(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Project** due to *force majeure* and above mentioned conditions, then this allotment shall stand terminated and the **Promoter** shall refund to the **Allottee(s)**, the entire amount received by the **Promoter** from the **Allottee(s)** without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes within ninety days. 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**.

7.2 **Procedure for taking possession of Said Independent Floor**

(i) The **Promoter** shall endeavor to offer possession of the **Said Independent Floor** for Residential Usage along with parking in writing on or before the date specified in **Schedule A ("Date of offer of Possession")** by issuing a written offer of possession/Final Demand notice ("**Offer Letter**"). The date of offer of possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure Events and the reasons beyond the

control of the **Promoter**, provided it has obtained the approved demarcation-cum-zoning plan and other clearance required in respect of Project.

(ii) In the event the offer of possession of the Floor is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("Extended Duration") for handover of possession and completion of development of the Project.

(iii) The Allottee agree(s) to pay the maintenance charges, Safe Guarding charges and Holding Charges on expiry of date stipulated in Offer Letter for taking possession of Floor as mentioned herein.

7.3 **Failure of Allottee to take Possession of Said Independent Floor**

Upon receiving a written intimation from the Promoter as per para 7.2, the **Allottee(s)** shall take possession of the **Said Independent Floor** for Residential usage from the **Promoter** by clearing the dues, if any, and executing conveyance deed, necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Independent Floor** for Residential usage to the **Allottee(s)** as per terms and condition of this Agreement.

In case the **Allottee(s)** fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such **Allottee(s)** shall continue to be liable to pay maintenance charges, Safeguarding Charges and Holding Charges.

7.4 **Possession by the Allottee**

After obtaining the necessary occupation certificate/part occupation certificate of the **Building** in respect of **Project** and handing over the physical possession of the **Said Independent Floor** alongwith parking to the **Allottee(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and **Common Areas** to the association of allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 **Cancellation by Allottee**

The **Allottee** shall have the right to cancel/ withdraw his/her allotment in the Project as provided in the Act:

Provided that where the **Allottee** proposes to cancel/ withdraw his/her allotment of the **Said Independent Floor** from the Project without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the Earnest Money/Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Allottee** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Allottee** shall be refunded by the **Promoter** to the **Allottee** within ninety days of such cancellation.

7.6 **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** in case of any loss caused to him/her due to defective title of the **Said Land**, on which the **Project** is being 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*, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Independent Floor** for residential usage along with parking.

- (i) in accordance with the terms of this **Agreement**, duly completed by the date specified in para 7.1;

or

- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under **Act**; or for any other reason; the **Promoter** shall be liable, on demand, to the **Allottee**, in case the **Allottee** 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 Independent Floor 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** does not intend to withdraw from the **Project**, the **Promoter** shall pay the **Allottee** interest at the rate prescribed in the Rules for every month of delay, till the offer of possession of the **Said Independent Floor** for Residential usage, which shall be paid by the **Promoter** to the **Allottee** within ninety (90) days of it becoming due.

In case obligation is not complied with by the **Promoter**

- A. the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the **Rules** in case **Allottee** wishes to withdraw from the **Project**.
- B. in case **Allottee** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- C. if the **Allottee** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Allottee** interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the **Said Independent Floor** for residential usage.
- D. timelines for refund of money an interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The **Owner/Promoter** has clear and marketable title with respect to the **Said Land**; the requisite rights to carry out development upon the **Said Land** and absolute, actual, physical and legal possession of the **Said Land** for the **Project**;
- (ii) The **Promoter** has lawful rights and requisite approvals from the Competent Authority to carry out development of the **Project**;
- (iii) All approvals, sanctions and permission issued by the Competent Authority with respect to the **Project** as well as for the **Said Independent Floor** for Residential usage being sold to the **Allottee** 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** as well as for the **Said Independent**

Floor for Residential usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (iv) The **Promoter** has the right to enter into this **Agreement** and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **Allottee** created herein, may prejudicially be affected;
- (v) 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 **Said Land** except an agreement for laying of infrastructure facilities with a contractor firm, including the **Project** and the Said Independent Floor for Residential usage which will, in any manner, affect the rights of **Allottee** under this **Agreement**;
- (vi) The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the **Said Independent Floor** for Residential usage to the **Allottee** in the manner contemplated in this **Agreement**;
- (vii) At the time of execution of the conveyance deed, the **Promoter** shall handover lawful, vacant, peaceful, physical possession of the **Said Independent Floor** for Residential usage along with parking to the Allottee, Common Areas to the association or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (viii) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Said Land;
- (ix) The **Promoter** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the **Project** to the Competent Authorities till the offer of possession of the **Said Independent Floor** has been issued, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all specification, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of rules, 2017;
- (x) No notice from the **Government** or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the **Said Land**) has been received by or served upon the **Promoter** in respect of the Said Land and/ or the **Project**.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "*Force Majeure Events*", *Court orders*, *Government policy / guidelines*, *decisions* or other reasons, the **Promoter** shall be considered under a condition of Default, in the following events:

- (i) **Promoter** fails to provide ready to move in possession **Said Independent Floor** for Residential usage along with parking to the **Allottee(s)** within the time period specified in Para 7.1 or stipulated time disclosed at the time of registration of the **Project** with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the **Said Independent Floor** for residential usage shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities

and facilities, as agreed to between the Parties, and/or for which occupation certificate or part thereof 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 **Promoter** under the conditions listed in clause 9.1 above, the **Allottee(s)** is entitled to the following:

- (i) Stop making further payments to **Promoter** as demanded by the **Promoter**. In that situation, the **Promoter** shall restore 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 the entire money paid by the **Allottee(s)** under any head whatsoever towards the purchase of the **Said Independent Floor**, along with interest at the rate prescribed in the **Rules** within ninety (90) days of receiving the termination notice:

Provided that where an **Allottee(s)** does not intend to withdraw from the **Project** or terminate the **Agreement**, he shall be paid, by the **Promoter**, interest at the rate prescribed in the **Rules**, for every month of delay till the handing over of the possession of the **Said Independent Floor** for the residential usage along with parking, which shall be paid by the **Promoter** to the **Allottee(s)** within ninety (90) days of it become 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** fails to make payment on the due date as per the **Payment Plan** annexed hereto as Schedule-C, the **Allottee** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such instalment at the rate prescribed in the **Rules**;
- (ii) In case of Default by **Allottee** under the condition listed above continues for a period beyond 90 days after notice from the **Promoter** in this regard, the **Promoter** may cancel/terminate the allotment of the **Said Independent Floor** for Residential usage along with parking in favour of the **Allottee** and refund the money paid to him by the **Allottee**, by forfeiting the **Earnest Money/Booking Amount** paid for the allotment and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST or any other tax of any nature; and interest component on delayed payment (payable by the Allottee for breach of Agreement and nonpayment of any due payable to the Promoter). The rate of interest payable by the **Allottee** to the **Promoter** shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The Allottee upon cancellation/termination as aforesaid shall be left with no right, interest and lien on the **Said Independent Floor**. The balance amount of money paid by the **Allottee** shall be returned by the **Promoter** to the **Allottee** within ninety (90) days of such cancellation. Provided that the **Promoter** shall intimate the **Allottee** about such termination at least thirty days prior to such termination.

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

9.4 The Allottee undertakes to present himself/herself for surrender of this Agreement, upon termination/cancellation of this Agreement as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement.

10. **CONVEYANCE OF THE SAID INDEPENDENT FLOOR:**

The **Promoter** on receipt of **Total Price** of the **Said Independent Floor** for residential usage along with parking and other charges as per **Schedule C**, shall execute a Conveyance/Sale deed preferably within three months but not later than six months from date of **Offer Letter** and convey the title of the **Said Independent Floor** for which possession is offered/granted to the **Allottee**, subject to the Allottee making payments of unpaid amount if any as per **Schedule C**.

Provided that, the **Said Independent Floor** is equipped with all the specification, amenities, facilities as per the agreed terms and conditions and common area as provided under Rule 2(1)(f) of rules, 2017. 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** authorize the **Promoter** to withhold registration of conveyance deed in his / her favour till such stamp duty, registration charges, other ancillary charges are paid by the **Allottee** to the **Promoter**.

11. **MAINTENANCE OF THE BUILDING/SAID INDEPENDENT FLOOR/PROJECT:**

11.1 The Allottee understands and agrees that the Promoter may form a single association of allottee/s ("**Association**") for the Project. The Common Area and Facilities within the Project shall be transferred to the Association/authorities, as the case may be by the Promoter in accordance with Applicable laws. The Allottee shall also from time to time, be required by the Promoter or the Association, to sign and execute the application for membership of the Association and other papers, instruments and documents in this regard. The Allottee shall on demand pay to the Promoter legal cost, charges and expenses. including professional costs of advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering conveyance/sale deed with respect to transfer of the common areas in the Project in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or unallotted premises, areas and spaces in the Project.

11.2 The Promoter shall be responsible to provide and maintain Common Area and Facilities till the taking over of the maintenance of the Project by the Association or Competent Authority, as the case may be. The Promoter in no case shall be obliged to maintain the Common Areas and Facilities beyond the date as stipulated by the Applicable Laws.

11.3 In case, the Association fails to take over possession of the Common Area & Facilities as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter may, at its option, continue with the maintenance of the same and on such terms as it deems fit and proper.

11.4 The Allottee hereby accepts that the provisions of maintenance services and use and access to the Common Areas and Facilities shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security

deposit, periodic maintenance charges etc. ("**Maintenance Charges**") to the Promoter or Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. For the purposes of avoidance of doubt, it is clarified that the Maintenance Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee has taken possession of Floor or not.

- 11.5 The Allottee agrees that upon offer of possession of Floor he/she shall enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein "**the Maintenance Agency**") for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the building to be constructed on the Floor) of the Project. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the maintenance charges and other related charges.
- 11.6 The Allottee agrees to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Promoter/Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the Floor or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
- 11.7 The Allottee agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to disconnect water/sewer, power, etc. and debarment from usage of any or all Common Areas & Facilities. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee.
- 11.8 The Allottee agrees that in the event the Maintenance Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate this Agreement by a notice in writing to the Allottee of 30 days (herein "**Notice Period**"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, (i) the booking amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges, if any shall be forfeited in favour of the Promoter and the Allottee shall have no right, interest or lien in the Floor. The refund after deduction as above, if any, shall be governed by the provisions contained herein.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligation of the **Promoter**, as per the agreement for sale relating to such development, is brought to the notice of the **Promoter** within a period of 5 (five) years by the **Allottee** from the date of Offer of possession, it shall be the duty of the **Promoter**, after confirmation of the Promoter's architect, which shall be final in deciding whether there is any defect; 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 **Allottees** shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that,

1. (a) The above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship).

(b) The Promoter shall not be liable for any such structural / architectural defect induced by the **Allottee** by means of carrying out structural or architectural changes from the original specification / design or any misuse thereof;

2. It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.

3. (a) The Promoter shall procure fixtures, fittings, equipments, appliances, gadgets, and / or including but not limited to elevator, DG set, pumps etc. of standard makes and these shall be governed by their respective warranties provided by their manufacture / installers. The said warranties of the same shall be made available to the **Allottee**/association of allottees by the **Promoter**.

(b) The promoter having the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufacture / installers and the **Promoter** shall have no liability in this regard.

13 RIGHT TO ENTER THE SAID INDEPENDENT FLOOR FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ association of allottees/ Competent Authority shall have rights to enter into **Said Independent Floor**, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

14 USAGE:

The service areas, if any, as located within the Project shall be earmarked for purposes such as services including but not limited to electric sub—station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans.

15 GENERAL COMPLIANCE WITH RESPECT TO THE SAID INDEPENDENT FLOOR:

- a) The Allottee shall, after taking possession of the Floor, be solely responsible to maintain the **Said Independent Floor** and construction thereon at his/ her own cost and expenses and shall not do or suffer to be done anything in or to the Floor and construction thereon which may be in violation of any Applicable Laws or Rules of any Competent Authority. The Allottee neither himself/herself do not permit anything to be done which damages Common Areas and Facilities, adjoining Floor / areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the Local Authorities or the Association. The Allottee shall abide by the provisions of the Applicable Laws while carrying out construction on the Floor. The Allottee alone be liable/responsible for any non-compliance in relation to the construction as well as safety and security of his/her material. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottees IFMS (as mentioned in **Schedule C**) along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event the Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.
- b) The Promoter will return IFMS to the Association on transfer of Common Areas and Facilities (net of Cumulative Defaults). It is clarified that in case there is any amount deducted from an allottee's IFMS, then he/she shall be obliged to make good the deficit within 7 days of deduction.

- c) The Allottee/ Association 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 / facade of the building to be constructed on the Floor or anywhere on Common Areas & Facilities. Further the Allottee shall not store any hazardous or combustible goods in the Floor and construction thereon. The 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 & Facilities which otherwise are available for free access.
- d) The Allottee shall plan and distribute its electrical load in the building to be constructed on the **Said Independent Floor** in conformity with the electrical systems installed by the Promoter and the load provided by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- e) The Allottee agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Floor by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Total Price and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Floor only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the Floor. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

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

The Parties are entering into this **Agreement** for the allotment of the **Said Independent Floor** for Residential usage along with parking, with the full knowledge of all Applicable Laws, Rules, regulations, notifications applicable in the State of Haryana and related to the **Project**.

17. **ADDITIONAL CONSTRUCTIONS:**

The **Promoter** undertakes that it has no right to make additions or to put additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for guidelines' permissions/ directions or sanctions by Competent Authority; however,

if in future any permission to raise 4th floor on the plot over which at this stage only 3 floors are permitted to be constructed by the competent authority, then the **Promoter** will be within its legal rights to raise such construction over and above the roof of 3rd floor of respective plot and the exclusive ownership of such newly 4th floor to be constructed shall be vested with the **Promoter** and the present allottee and the allottee(s) of the other floors will have no right to object to such construction of 4th floor and further the Allottee and the Allottee(s) of the other floors will not claim any right of ownership or possession in the said newly constructed 4th floor, however, all the equipment such as water tank, antennas for televisions/ LCDs, other equipment(s) meant for internet etc. shall be shifted as it is without causing any harm or loss to said equipment at the cost of **Promoter**.

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

18.1 The **Promoter** after execution of this Agreement shall not mortgage or create charge on the **Said Independent Floor** for residential usage along with 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 who has taken or agreed to take **Said Independent Floor** for Residential usage alone with parking.

18.2 The Promoter hereby declares that the Said Land and the receivables therefrom have not been mortgaged for the purpose of raising project finance by the **Promoter**. However, the **Promoter** if so desires, shall be entitled in future to create security on the Said Land (or part thereof) and receivables of Project for availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Land/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

19. **BINDING EFFECT:**

Mere forwarding this **Agreement** to the **Allottee** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Allottee** until, firstly, the **Allottee** signs and delivers this **Agreement** with all the Schedules along with the payments due as stipulated in the **Schedule C**. Secondly, the **Allottee** and the **Promoter** have an obligation to execute the **Agreement** and also register the **Agreement** as per the provision of the relevant Act of the State.

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** and further execute the said Agreement and register the said Agreement, as per intimation by the **Promoter**, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the **Allottee**, the Application of the **Allottee** for allotment of the **Said Independent Floor** shall be treated as cancelled and refund of amount shall be dealt in terms of the Application signed by the **Allottee**.

20. **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 Independent Floor** for Residential usage along with parking.

21. **RIGHT TO AMEND:**

This **Agreement** may only be amended through written consent of the Parties concerned in this **Agreement** or may be amended if any compulsion would arise.

22. **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 Independent Floor** for Residential usage along with parking and **the Project** shall equally be applicable to and enforceable against and by any subsequent **allottee(s)** of the **Said Independent Floor** for Residential usage along with parking in case of a transfer, as the said obligations go along with the **Said Independent Floor** for Residential usage along with parking for all intents and purposes.

23. **TRANSFER/NOMINATION**

- a) Subject to the terms of the allotment and the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/Sale Deed, but subject to paying at least 40% of the Total Price the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, norms, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of transfer charges / Administrative Expenses (taxes extra) as per the prevailing policy of the Promoter upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. The Stamp duty and registration charges etc. as applicable on such transfer substitution/ nomination shall be paid by the Allottee / third party transferee.
- b) At any time after execution of Agreement, in addition to transfer charges an administrative fee of Rs. 25,000/-(Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable. The Administrative fee shall be payable in such cases also where nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any.
- c) The Allottee understands and acknowledges that the Promoter is entitled to demand the Transfer charges and Administrative Charges as mentioned hereinabove post execution and registration of the Conveyance/Sale Deed as long as the Promoter is maintaining the Common Areas and Facilities or as long as the Promoter is required to maintain the records/accounts pertaining to the Project and its allottee/s, whichever is later.

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** in not making payments as per the **Schedule C** 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 allottee/s of the Project.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 there under 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 there under 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** has to make any payment, in common with other allottee(s) in the **Project**, the same shall be the proportion of the carpet area of the **Said Independent Floor** for Residential usage and parking bears to the total carpet area for all the independent floors in the **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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this **Agreement** or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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**, duly executed by the Allottee and the Promoter or simultaneously with the execution, this Agreement shall be registered as per provisions of the relevant State Act at Haryana. Hence this Agreement shall be deemed to have been executed at Sohna, District Gurugram. The **Allottee** hereby agrees and acknowledges to pay the cost/s and other charges for Registration of this **Agreement** and present himself/herself for Registration on the date, time and venue intimated by the **Promoter**.

29. **NOTICES:**

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

_____ Name of Allottee

_____ (Address of Allottee)

_____ (Address of Allottee)

TERRA INFRACON PRIVATE LIMITED (Promoter)

Corporate Office at 607, 6th Floor, Universal Trade Tower, Sohna Road, Sector 49, Gurugram – 122 018, Haryana.

It shall be the duty of the Allottee 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, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the **Said Independent Floor**, prior to the execution and registration of this Agreement for Sale for the **Said Independent Floor**, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made there under.

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 there under 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 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 arbitration of the sole arbitrator to be appointed by the Promoter. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location at Gurugram (Haryana).

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram 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 _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Please affix
photograph
and sign
across the

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

DESCRIPTION OF THE SAID INDEPENDENT FLOOR FOR RESIDENTIAL USAGE

Details of Plot No.	
Independent Floor No.	
Type	
Parking No.	
Carpet Area of the Floor*	_____ sq. ft(_____ sq. meters)
Balcony Area	
Parking Area	
Payment Plan	Development Plan / Down Payment Plan
Date of Offer of Possession**	
Payment Schedule	Schedule C
Booking Amount / Earnest Money	10% of Basic Price
Details of Payment of Initial Token Amount	Cheque No. _____ Dated _____ Drawn On _____
Payment to be made in favour of	Bank Account Name: <i>M/s Terra Infracon Private Limited.</i> Bank Name: _____ Bank Address: _____ Bank Account No.: _____ IFSC Code: _____
Interest for Delayed Payment	As per Haryana RERA Rules
Holding Charges	@ Rs. ____/- per sq.ft. per month of Floor Area, if applicable
Safeguarding Charges	@ Rs. ____/____ per sq.ft. per month of Floor Area, if applicable

* Area measurement is approximate and subject to variation

** Tentative date of offer of possession subject to receipt of Occupation Certificate

The Promoter shall not be liable to the Allottee for any incorrect details, information and representations provided by the Real Estate Agent / Broker / Channel Promoter.

Subject to Terms and Conditions mentioned in the Agreement for Sale.

Note:

In case of electronic transfer, the Allottee shall inform the Promoters of the Transfer in writing.

SCHEDULE 'B'
SITE OF THE FLOOR PLAN

SCHEDULE 'C'

PAYMENT PLAN

OPTION 'A' – CONSTRUCTION LINKED PAYMENT PLAN

Inst. No.	Particulars	Instilments (in %)
1	Application Fee	INR 1,00,000
2	Within 15 days of submission of Application Form	9% of Total Price Less Application Fee
3	Upon Execution of 'Agreement to Sale' (within 30 days of Allotment)	11% of Total Price
4	On laying of Roof of the Stilt of the Plot	25% of Total Price
5	On laying of Roof of the 1 st Floor of the Plot	20% of Total Price
6	On laying of Roof of the 2 nd Floor of the Plot	15% of Total Price
7	On laying of Roof of the 3 rd Floor of the Plot	15% of Total Price
8	On offer of Possession	5%
	Total Plot Price	100 %
9	Payable at the time of Offer of Possession	IFMS + Any additional Charges + Stamp Duty + Registration Charges

Note:

- a. Stamp duty and registration charges as applicable will be extra.
- b. Holding Charges at the rate INR. ____/- per Sq.Ft. per month (if applicable)
- c. Interest Free Maintenance Security Deposit of INR. _____ to be paid at the time of possession.
- d. Maintenance Charges for 1 year shall be payable in advance before handing over of possession of the Unit
- e. In case any other charge or levy is imposed by the Government and/or any statutory authority, the same shall be payable extra at actuals
- f. The taxes as applicable would be payable at each stage. Applicant/Allottee shall be liable to execute and get registered the Agreement of Sale/Builder Buyer Agreement/BBA as well as to pay the schedule amount within the timeline mentioned in provisional allotment letter. In case of failure to pay as per payment plan or within the time lines mentioned in provisional allotment letter, Applicant/Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority. The Payment Plan/ Schedule may be preponed if the Occupation/ Part Occupation Certificate/Completion Certificate (OC/CC/Part OC/Part CC) as applicable is received or construction is completed before the scheduled possession period.

OPTION 'B' – CONSTRUCTION LINKED PAYMENT PLAN

Sr. No.	Particulars	Instalments (In%)
1	Application Fee	INR 1,00,000
2	Within 15 days of submission Application form	9 % of Total Price Less Application Fee
3	Upon Execution of 'Agreement to sale' (within 30 days of Allotment)	26 % of Total Price
4	On Completion of Superstructure	35 % of Total Price
5	On Completion of Plastering of Individual Building	20 % of Total Price
6	On offer of Possession	10 % of Total Price
	Total Plot Price	100%
7	Payable Extra at the time of Offer of Possession	IFMS + Any Additional Charges + Stamp Duty + Registration Charges

Note:

- a. Stamp duty and registration charges as applicable will be extra.
- b. Holding Charges at the rate INR. ____/- per Sq.Ft. per month (if applicable)
- c. Interest Free Maintenance Security deposited of INR. _____ to be paid at the time of possession.
- d. Maintenance Charges for 1 year shall be payable in advance before handing over of possession of the Unit
- e. In case any other charge or levy is imposed by the Government and/or any statutory authority, the same shall be payable extra at actuals
- f. The taxes as applicable would be payable at each stage. Applicant/Allottee shall be liable to execute and get registered the Agreement of Sale/Builder Buyer Agreement/BBA as well as to pay the schedule amount within the timeline mentioned in provisional allotment letter. In case of failure to pay as per payment plan or within the time lines mentioned in provisional allotment letter, Applicant/Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority. The Payment Plan/ Schedule may be preponed if the Occupation/ Part Occupation Certificate/Completion Certificate (OC/CC/Part OC/Part CC) as applicable is received or construction is completed before the scheduled possession period.

OPTION 'C' – DOWN PAYMENT PLAN

Inst. No.	Particulars	Instilments (in %)
1	Upon Booking	9%
2	On Execution of 'Agreement to Sale' (within 45 days of Allotment)	86%
3	On offer of Possession	5%
	Total Floor Price	100 %
4	Payable at the time of Offer of Possession	IFMS + Any additional Charges + Stamp Duty + Registration Charges

Note:

- a. Stamp duty and registration charges as applicable will be extra.
- b. Holding Charges at the rate INR. ____/- per Sq.Ft. per month (if applicable)
- c. Interest Free Maintenance Security deposited of INR. _____ to be paid at the time of possession.
- d. Maintenance Charges for 1 year shall be payable in advance before handing over of possession of the Unit
- e. In case any other charge or levy is imposed by the Government and/or any statutory authority, the same shall be payable extra at actuals
- f. The taxes as applicable would be payable at each stage. Applicant/Allottee shall be liable to execute and get registered the Agreement of Sale/Builder Buyer Agreement/BBA as well as to pay the schedule amount within the timeline mentioned in provisional allotment letter. In case of failure to pay as per payment plan or within the time lines mentioned in provisional allotment letter, Applicant/Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority. The Payment Plan/ Schedule may be preponed if the Occupation/ Part Occupation Certificate/Completion Certificate (OC/CC/Part OC/Part CC) as applicable is received or construction is completed before the scheduled possession period.

SCHEDULED D
COMMON AREAS & FACILITIES

LIST OF COMMON areas and facilities for use of the Allottees within the Building on the said plot

1. Staircase and mummy
2. Lift Lobbies, lift and lift shaft
3. Lift machine room (if any)
4. Electrical room, guard room (if any)
5. Toilet on ground floor (if any)
6. Terrace and services on terrace
7. Open area on front side and rear side of the Building,
8. Driveway and stilt area except parking bays.
9. Services at Stilt /ground level
10. Service at basement (if any)
11. Common corridor in Basement (if any)

It is specifically made clear by the **Promoter** and agreed by the **Allottee** that this Application is limited and confined in its scope only to the **Independent floor**, amenities and facilities as described of this Allottee that all other land(s), areas, facilities and amenities outside the periphery/ boundary of the **Independent floor** or anywhere in Terra Elegance are Specifically excluded from the scope of this Agreement and the **Allottee** agrees that he/she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement for calculating the sale price and therefore, the **Allottee** has not paid any money in respect of such other lands, plots, parks, facilities, and amenities.

SCHEDULE- E

PROPOSED

SPECIFICATION

PART A- INSIDE THE SAID INDEPENDENT FLOOR

BEDROOMS

Walls	Walls putty, Emulsion paints
Floors	Wooden Flooring in one Bed Italian look high gloss verified tiles 4 * 2 in others
Ceiling	Oil bound distemper paint
Others	AC piping/ provision

LIVING / DINING ROOM

Walls	Walls putty, Emulsion paints
Floors	Italian look high gloss verified tiles 4 * 2 in others
Ceiling	Oil bound distemper paint
Others	AC piping/ provision

KITCHEN

Walls/ Dado	600*300 wall tiles as per design
Floors	Matt-Satin finish vitrified tiles/ anti-skid ceramic tiles
Ceiling	Oil bound distemper paint
Cabinet	Modular Kitchen- below counter and overhead storage in plyboard (BWR, ISI mark) with SS baskets and gola profile as handles, shutters 18mm finished in laminates, SS single drain board sink, Center drawers in innotech.
CP fittings	ISI mark, mixer

SCHEDULE- E

TOILETS

Walls	Ceramic tiles uptill lintel
Floors	Anti-skid tiles 1'*1'
Ceiling	Granite counter, Geyser provision, Bevelled mirror
Sanitary	ISI mark all white sanitaryware- 1 piece floor mount WC, wall hung WB
CP fitting	ISI mark, Bathing- rain shower with diverter and spout

ELECTRICALS

Independent connections for each floor

Switches / Sockets

DB's

PLUMBING

Plumbing pipes	CPVC / UPVC / PVC
Water Tank	Insulated PV

BALCONIES

Walls	Wall putty, OBD Paint
Floors	Anti-skid ceramic tiles 1'*1'
Railing	Designer MS railing with enamel paint finish on front, MS railing with Enamel paint finish on rear
Ceiling	LED surface lights, putty with exterior grade paint, Texture paint As per Façade design

FAÇADE

	Texture paints, Exterior grade Paints, architecture façade elements
External Opening	UPVC
Internal Door	Door frame – Seasoned Hardwood / Merandi / WPC, Main Door – Laminated Flush Other Door – Skin doors with hardwood filling only
Hardware	Jolly / Dorset (or Equivalent)

PART B – COMMON AREAS IN THE BUILDING

LIFTS & STAIRCASE

Walls	Wall putty, OBD Paint
Lift	5-6 Passenger elevator
Lift Facia	Facelift with Granite stone / selected tiles, Signage
Floors	Granite / Superior Kota / Indian Marble
Railing	MS railing with enamel paint finish

STILT / PARKING

Walls	Putty and Distemper paint
Floors	Granite / Kota / Indian Marble
Ceiling	Putty and Distemper paint, LED surface lights

SCHEDULE - E

Conversion scale

1 ft = 304.8mm

DISCLAMER: Marble /Granite being natural material have inherent characteristics of color and grain variations. S. room Shall not be Provided with air conditioning. Specifications are indicative and are Subject to change as decided by the promoter or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipment/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Promoter. Allottee/Applicant shall not have any right to raise objection in this regard.

The RERA Act is applicable on this project.

These are Features/Facilities included in above price –

- a) External Electrification & Fire Fighting Equipment Charges (EEC & FFC).

These are excluded in above price –

- a) Interest Free Maintenance Security (IFMS) – Rs. _____/- shall be paid extra at the time of offer of Possession.
b) 12 months' advance maintenance charges @ Rs. _____ per sq. yard per month of Floor area with 10% increase per annum after 3 years.
c) In addition to the above, stamp duty, registration fee, administration expenses and professional cost of the Agreement/ Agreement for Sale and Conveyance / Sale Deed of the Said Floor and Sale Deed of the Common Areas to the Association shall be payable by the Applicant/s.

Note: -

1. Cheque / Demand Draft should be in favour of **TERRA INFR PVT LTD TERRA ELEGANCE MASTER.** payable at Gurugram/Sohna.
2. Timely payment of all installments and other charges is the essence of the Allotment.
3. Earnest Money is 10% of the Agreement Price.
4. Prices/ payment plan are subject to revision/ withdrawal without notice and at the sole discretion of the Promoter. Price prevailing on the date of acceptance of booking by the Promoter shall be applicable. The Applicant must check prevailing price of the unit with the Promoter before booking.
5. As per section 194IA of Income Tax Act, 1961, 1% TDS is required to be deducted on each payment, in case the total sale consideration exceeds INR 50 lakhs, which shall be deposited by the customer directly with the Income Tax Department and Form 16B for the same to be submitted to the Company within 30 days from the date of payment made.
6. All applicable Government Charges at present or in future and enhancement thereof shall be payable extra by the applicant/allotted on proportionate basis.
7. The Terms & conditions of sale stated herein are only indicative and are subject to detailed terms & condition in the Agreement for sale.
8. The maintenance charges herein are indicative and the final charges will be intimated in the Offer Letter. However the final maintenance charges shall be intimated at the time of Offer of Possession of the Said Floor calculated on the basis of the minimum wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of such charges in advance.
9. In the event of delay in payment of Total Price and / or in case the Applicant/s approaches the bank / financial institution for availing a loan, any delay by such bank / financial institution in making the payment as per the payment schedule shall attract interest as per Haryana RERA Rules from the date such amount falls due till realization of payments by the Promoter.
10. The amounts mentioned herein are exclusive of stamp duty, registration fees, both present and future applicable / levied by the Central and / or State Government and / or any local, public or statutory authorities / bodies in respect of the Said Floor and / or the transaction contemplated herein and / or in respect of the Total Price and / or the other amounts shall be payable by the Applicant. The quantum of such charges as decided / quantified by the Promoter shall be binding on the Applicant/s.
11. The Applicant/s shall pay all charges / expenses including but not limited to professional cost of the attorney-at-law / advocates of the Promoter, with respect to formation of association (defined hereinafter), membership fees / share money (as the case may be), legal charges, society formation and consultancy, retainer fees etc. including, for preparing its Rules, Regulation and Bye-Laws and the cost of preparing and engrossing the assignment of sale deed etc.
12. The Applicant/s shall pay interest / penalty / loss that may be incurred by the Promoter on account of his / her failure and / or delay to pay such charges etc.
13. The amount mentioned as other charges and outgoings are provisional and based on estimates if there is any increase due to actual cost incurred or demand by statutory authorities and / or otherwise, such shortfall shall be paid by the Applicant/s.