

AGREEMENT FOR SALE

This Agreement of Sale ("AFS") is executed at _____ on this _____ day of _____, 20____, amongst:

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

AND

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

OR

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

OR

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

OR

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

OR

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

Classification : Internal

OR

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

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

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

WHEREAS:

- A. Experion Reality Private Limited (formerly known as SKN Developers Private Limited) and Experion Real Estate Developers Private Limited (formerly known as KNS Real Estate Developers Private Limited) (hereinafter collectively referred to as the "**Land-Owning Companies**") are the absolute and lawful owners of contiguous land parcels admeasuring approximately 15.025 acres situated in Sector 108, Gurgaon (in the revenue estate of village Dharampur, Tehsil and District Gurgaon), Haryana, India (hereinafter referred to as the "**Project Land**") vide sale deed bearing vasika no. 1001 dated 31.07.2007, 6807 dated 20.06.2007, 5781 dated 08.06.2007, 5782 dated 08.06.2007 and 4361 dated 22.05.2007;
- B. The Land-Owning Companies and the Promoter have entered into Development Agreements dated 24.10.2012 duly registered before the Office of Sub-Registrar Gurgaon vide vasika no. 20539 and 20540 both dated 29.11.2012;
- C. The Promoter is developing over the Project Land, a group housing colony comprising of residential apartments along with other infrastructure and amenities under the name and style of "**The Heartsong**", situated at Sector-108, Gurugram, Haryana (hereinafter referred to as the said "**Project**") as per the sanctions and approvals granted by the Director General, Town & Country Planning, Haryana ("**DGTCP**");
- D. The Land-Owning Companies have vested the Promoter with complete authority and powers to undertake the development and construction of the Project. The Promoter is also authorized by the Land-Owning Companies to promote, brand, market and sell all apartments comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this AFS. The Promoter is also authorized to receive the Total Price and other charges and dues as otherwise may be due and payable in terms of the AFS with respect to the Apartment (as defined hereunder) or the Project

Classification : Internal

and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

- E. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right and interest of the Promoter regarding the said Project Land on which the Project have been constructed have been completed;
- F. The Promoter along with the Land-Owning Companies has obtained License no. 38 of 2010 dated 14.05.2010 from the DGTCP for development and construction of the Project on the Land (“**License**”) under the Act (as defined hereunder). The Promoter along with the Land-Owning Companies has further obtained the approval of the building plans vide Memo No. ZP-753/JD(BS)/2012/18512 dated 18.09.2012 from the Chief Town Planner, Haryana-cum-Chairman, Building Plan Approval Committee, Town and Country Planning Department, Haryana (“**Building Plans**”). The Promoter has obtained Occupation Certificate dated _____ for the said Apartment (“**Occupation Certificate**”) from the office of DTCP. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in compliance with Section 14 of the Real Estate Act or the Applicable Laws;
- G. The Promoter has registered the Project under the provisions of the Real Estate Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration number _____.
- H. The Allottee had applied to the Promoter for allotment of a residential apartment in the Project vide Application dated _____ and has been allotted apartment bearing no. _____, type _____, floor no. _____ in tower/block _____ (“**Building**”) having a Carpet Area of _____ sq. mtr. or _____ sq. ft. approximately along with right to use car parking as permissible under the Applicable Laws, and right in the pro rata share in the Common Areas as defined under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules-2017 (hereinafter referred to as the said "**Apartment**" more particularly described in **Schedule A**) on ‘as is where is’ basis. The floor plan of the said Apartment is annexed herewith as **Schedule-B**;
- I. The Parties have gone through all the terms and conditions set out in this AFS and understood the mutual rights and obligations detailed herein;
- J. The Allottee acknowledges that the Promoter has readily provided all information, clarifications as required by the Allottee. The Allottee has prior to execution of this AFS, also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained by the Land-Owning Companies/Promoter, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Land-Owning Companies in the said Project. The Allottee further acknowledges that it has prior to submitting Application, it has personally seen the Apartment, the Project as well as the car parking space allocated for exclusive use with the Apartment and is satisfied in respect of construction of the Apartment/Project in all respects.
- K. The Allottee has not relied upon, and is not influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature

Classification : Internal

whatsoever, whether written or oral, made by any person. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Apartment entirely upon its own independent enquiry and investigation;

- L. The Parties hereby confirm and declare that they are signing this AFS with full knowledge of the Applicable Laws, rules, regulations, notifications etc., as applicable to the Project and Project Land;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this AFS and all Applicable Laws, are now willing to enter into this AFS on the terms and conditions contained hereinafter;
- N. In accordance with the terms and conditions set out in this AFS and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee agrees to purchase the Apartment as specified in Recital H.

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

1. Definitions

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

"Act" shall mean the Haryana Development and Regulation of Urban Area Act, 1975;

"Apartment Act" shall mean the Haryana Apartment Ownership Act, 1986 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;

"Apartment" shall have the meaning given to such term in Recital H hereinabove;

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

"Application" shall mean the application dated _____ submitted by the Allottee to the Promoter for allotment of an apartment in the Project;

"Association" shall mean and refer to an association of apartment owners for the Project or any part thereof as may be constituted under the relevant provisions of the Apartment Act;

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

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

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

"Building" shall have the meaning given to such term in Recital H of this AFS;

"Building Plans" shall mean the Building Plans of the Project as approved by the DGTCP;

"Carpet Area" of the Apartment shall mean and include the net usable floor area of the Apartment and the area covered by the internal partition walls including shear walls and columns within the Apartment and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;

"Common Areas" shall mean all such parts/areas, as shall be specified by the Promoter as such in the Declaration and which the Allottee shall use on a shared, non-exclusive basis with other allottees/occupants of the Project. Such areas shall mean and include-

- a) the entire Project Land over which the Project is being developed;
- (b) the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits to the buildings;
- (c) the common basements, terraces, parks, play areas and common storage spaces;
- (d) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (e) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (f) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (g) community building/clubhouse as provided in the Project and declared as Common Areas in the Declaration filed/to be filed under the provisions of the Apartment Act;
- (h) all other portion of the Project necessary or convenient for its maintenance, safety, etc., and in common use.

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

“Declaration” shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act, with the Authority, with regard to the Apartment/ Project;

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

"Force Majeure Event" shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter's ability to perform its obligation under this AFS including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and any event or circumstance similar or analogous to the foregoing;

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

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

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

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

“Occupation Certificate” shall mean the occupation certificate for any of the buildings constructed/to be constructed in the Project as issued, individually or collectively, by the DGTCP under the Applicable Laws;

“Payment Plan” shall mean the Payment Plan annexed to this AFS as Schedule C.

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

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

that may be treated as a person under Applicable Law;

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

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

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

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

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

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

2. Interpretation.

In this AFS,

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

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

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

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

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

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

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

3. Consideration & Conditions

- 3.1 In accordance with the terms and conditions set out in this AFS, the Promoter hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Apartment bearing no. _____ having Carpet Area of _____ sq. mtr. or _____ sq. ft. approximately on _____ Floor, in tower/block _____ of the Project along with pro rata share in the Common Areas, for a Total Price (**"Total Price"**) of Rs. _____/- (Rupees _____ Only).
- 3.2 The Total Price for the Apartment shall include the following:
- A. Basic Sale Price at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;
- B. PLC at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;
- C. Charges towards allocation of car parking no. _____ for exclusive use at Rs. _____/- per parking;
- 3.3 In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:
- (i) Maintenance Charges (advance for 2 years) at the rate of Rs. _____/- per sq. mtr. (Rs. _____/- per sq. ft.) of Carpet Area;
- (ii) IFMSD for an amount of Rs. _____/-;

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

- 3.4 The stamp duty, registration charges and administrative charges for execution and registration of this AFS as well as the Conveyance Deed in favour of the Allottee shall be paid extra by the Allottee as and when demanded by the Promoter or at the time set out in the Payment Plan, Schedule C of this AFS.
- 3.5 The booking amount payable for allotment of the said Apartment shall be payable by the Allottee in two installments i.e., booking amount 1 and booking amount 2, the sum total of which shall constitute the booking amount ("**Booking Amount**") for the said Apartment for all intents and purposes. The Total Price shall include the Booking Amount paid/payable by the Allottee to the Promoter towards the Apartment. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Promoter, the Promoter shall be entitled to forfeit the entire Booking Amount along with the Delay Payment Charges and thereafter refund the balance amount to the Allottee within 90 (Ninety) days of such cancellation without any interest whatsoever.
- 3.6 The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of value added tax, service tax, GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of the Apartment and the Project to the Association or the competent Authority, as the case may be, after obtaining the Occupation Certificate. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.
- 3.7 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Laws together with dates from which such taxes/levies etc. have been imposed or become effective.
- 3.8 The Total Price includes recovery of price of Project Land, construction of the Apartment and the Common Areas, internal development charges, external development charges, taxes, fee, levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, PHE connection, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, FTTH, MDTH, Wi-fi Router charges, solar power charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 3.9 The Total Price shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the external development charges, internal development charges or any other statutory or other charges, taxes, cess, fees, which may be levied or imposed by the Authority(ies). The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.10 The Allottee further understands and agrees that for the purposes of the Apartment Act, there is a variance in the value of the Apartment inter-se each category as is required/permissible by the Applicable Laws. Accordingly, the Allottee agrees that the Promoter may, at its sole discretion, determine the relative value of the various apartments as is required/permissible by the Applicable Laws for determining the voting percentage and calculating their proportionate share in the Common Areas and facilities for the purpose of the Declaration to be filed under the Apartment Act.
- 3.11 The Allottee shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Promoter and subject to the by-laws of the Association, Maintenance Agreement and provisions of the Apartment Act.
- 3.12 Subject to the terms of the AFS, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the usage of the Common Areas as per Applicable Laws. Since the right of the Allottee to use the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. The Promoter shall handover the Common Areas to the Association as per Applicable Laws.
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be.

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

- 3.12 It is specifically clarified by the Promoter and accepted by the Allottee that the Project shall contain, besides the residential apartments, dwelling units for economically weaker sections (EWS units) required to be transferred in accordance with the guidelines of the DGTCP, which shall continue to belong to the Land-Ownning Companies/Promoter until these are transferred by them. It is further clarified by the Promoter and accepted by the Allottee that the Project shall also contain retail shops and school(s) which shall continue to belong to the Land-Ownning Companies/Promoter and in fact are transferable units.

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

4. Mode of Payment

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

5. Payment of Total Price and other amounts

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

Allottee to rectify the breach by making payment of the outstanding dues along with Delay Payment Charges accrued thereon within a period of **30 (thirty) days**. In the event the Allottee fails to make the payment of the outstanding dues along with Delay Payment Charges accrued thereon within the stipulated period of **30 (thirty) days**, the Promoter shall be entitled to cancel the Allotment and terminate this AFS in accordance herewith.

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

the Allottee of this AFS, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained the Promoter shall be entitled to terminate this AFS. The responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Conveyance Deed. The Allottee shall be responsible and liable for making all payments to persons from whom he has borrowed money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Apartment by such persons.

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

6. Defect Liability

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

- (c) The Allottee hereby confirms and agrees that all fittings, fixtures, apartment level equipment whatsoever like air-conditioners, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over the possession of the Apartment but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.
- (d) The Allottee acknowledges and agrees that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other apartments or cracks in walls due to expansion and/or contraction. The Allottee hereby agree and confirm that it shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.

7. Possession & Conveyance

7.1 The Allottee understands and acknowledges that the Occupation Certificate for the said Apartment has already been received by the Promoter from the DGTCP. Subject to Force Majeure, court orders, Government policy/guidelines/decisions and fulfillment by the Allottee of all the terms and conditions of this AFS including but not limited to timely payment by the Allottee of the Total Price and other amounts payable in accordance with Payment Plan, Schedule C, along with stamp duty, registration charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer possession of the Apartment to the Allottee as per payment plan opted by the Allottee.

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

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

Or

(b) Alternatively, the Allottee may seek termination of this AFS by written intimation to the Promoter. In such an event, the Promoter shall be liable to refund to the Allottee the actual

amounts paid by it along with interest at the rate of SBI highest marginal cost of lending rate plus 2% (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 90(Ninety) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by the Allottee.

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

- 7.3 If, however, the offer of possession of the Apartment is delayed due to Force Majeure, court orders, Government policy/guidelines/decisions the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation for the period of such delay. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this AFS and the allotment of the Apartment hereunder shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 (Ninety) days from that date on which Promoter confirms that it has become impossible for the Promoter to implement the Project. The Promoter shall intimate the Allottee about such termination at least 30 (Thirty) days prior to such termination of the AFS. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this AFS.
- 7.4 As per agreed payment plan the Promoter shall issue a written notice ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (Thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this AFS or as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Apartment after:
- (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 - (ii) Payment of the entire stamp duty, registration charges and other administrative and incidental charges;
 - (iii) Execution of necessary indemnities, undertakings, the Maintenance Agreement and the like as may be required or determined by the Promoter in respect of the Apartment and in the formats prescribed by the Promoter and to get the same stamped and registered, if required under Applicable Laws, with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee.
- 7.5 Subject to the Allottee fulfilling all its responsibilities stipulated herein and the Possession Notice, the Promoter shall prepare and execute a Conveyance Deed to transfer the title of

the said Apartment in favour of the Allottee. The Promoter shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Promoter. After the execution and registration of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee.

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

8. Transfer of rights under this AFS

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

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

9. Maintenance

- 9.1 The Allottee understands that for the proper upkeep and maintenance of the Project including the Common Areas, the Promoter has appointed the MSA for the upkeep and maintenance of the Project.
- 9.2 For this purpose, the Allottee shall execute a Maintenance Agreement with the Promoter/ MSA simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Apartment and any refusal or denial to execute the same shall constitute breach of this AFS. The Allottee undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Allottee is in physical occupation of the Apartment.

- 9.3 The Maintenance Charges shall commence after the expiry of 30 (Thirty) days from the date of issuance of the Possession Notice by the Promoter irrespective of whether the Allottee takes physical possession of the Apartment or not. In the event the Allottee delays or otherwise fails to take over the physical possession of the Apartment within the time stipulated in the Possession Notice, the Allottee shall be liable to pay to the Maintenance Charges from the expiry of 30 (Thirty) days from date of the Possession Notice.
- 9.4 The Allottee accepts that provision of such maintenance services shall at all times be subject to the timely payment of Maintenance Charges and requisite Interest-Free Maintenance Security Deposit ("IFMSD"). The Allottee shall deposit and shall always keep deposited with the Promoter/MSA/Association, the IFMSD as specified in Payment Plan, Schedule C.
- 9.5 It is also hereby expressly declared and agreed that the Promoter/ MSA shall have a charge/lien on the Apartment to the extent of all dues towards unpaid Maintenance Charges/ IFMSD and any other sums payable to the MSA by the Allottee under the Maintenance Agreement and this condition/ obligation shall run concurrently with the ownership of the Apartment within the meaning of Section 31 of the Transfer of Property Act, 1882 and shall survive even after conveyance of the Apartment to the Allottee.

10. Association of Apartment Owners

- 10.1 The Allottee hereby agrees and undertakes to become a member of the Association and to fulfill all its obligations in this regard including signing of the membership form, payment of membership charges etc. The Allottee undertakes to abide by all the necessary documents and conditions in this respect.
- 10.2 The Promoter shall transfer and convey the right, title and interests in the Common Areas as well as all its rights and obligations for maintenance of the Project excluding all the unsold apartments, convenient shops and parking spaces to the Association or any part thereof as may be constituted in accordance with the provisions of the Apartment Act.

11. Obligations of the Allottee

- 11.1 The Allottee shall always be responsible for making timely payment of amounts as may be due and payable by the Allottee in accordance with the Payment Plan, Schedule C of this AFS.
- 11.2 The Allottee shall park its vehicle in the car parking space(s) allocated for its exclusive use with the said Apartment. The Allottee undertakes not to modify or make alterations thereto or cordon off by any means or otherwise erect any temporary/ permanent structures in the car parking space(s).
- 11.3 The Allottee hereby agrees and undertakes to fulfill all its obligations as may be prescribed by the Promoter at the time of offer of possession for the said Apartment. The Allottee further undertakes and agrees to take possession of the Apartment and execute the Conveyance Deed in respect thereof as and when required by the Promoter in accordance with the terms of this AFS.

- 11.4 The Allottee shall become the member of the Association as and when it will be formed in accordance with the provisions of the Apartment Act and shall abide by all the terms and conditions in respect thereof.
- 11.5 The Allottee's right to use the Common Areas and facilities shall be subject to timely payment by the Allottee of the Maintenance Charges and IFMSD.
- 11.6 The Allottee shall be responsible for the payment of any applicable taxes in relation to the Apartment from the date of handing over the physical possession of the Apartment to the Allottee and the Project to the Association or the concerned Authority, as the case may be, after obtaining the Occupation Certificate.

12. Permitted Use of the Apartment

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

- (i) Upon assuming possession of the Apartment, the Allottee may, carry out interior works in the Apartment as per the requirement and use provided no structural alterations or modifications are done to the Apartment and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Apartment. Before commencement of interior works, the Allottee shall take prior written consent of the Promoter/ Association and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Allottee without obtaining prior written permission from the Promoter/Association. The Allottee shall ensure that no work carried out by it will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to other apartments or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Promoter indemnified at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Apartment e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other apartments and the Common Areas due to such internal works shall be made good at the cost of the Allottee.
- (ii) The Allottee agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Apartment or anywhere outside the Apartment. The Allottee would be permitted to place a name board / plate at the entrance to the Apartment.

- (iii) The Apartment shall be used for residential purposes only and in a manner that does not cause any nuisance or annoyance to occupants of other apartments or units in the Project. The Allottee shall not conduct any illegal or immoral activity in the Apartment or do or suffer anything to be done in or about the Apartment which is contrary to public policy or Applicable Laws. Any storage of hazardous, combustible or inflammable materials and toxic chemicals that may cause damage to flooring, walls or ceilings of the Apartment or to other apartments is expressly prohibited except in such small quantities as necessary for residential living as per Applicable Laws. If the Allottee uses or permits use of the Apartment for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter/Association shall be entitled to proceed against the Allottee for such remedies as may be available under Applicable Laws.
- (iv) The Allottee shall maintain the Apartment in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Allottee.
- (v) In particular, the Allottee shall abide by the following:
 - (a) The balconies shall not be covered in any manner;
 - (b) The Allottee will not install any window shades, awnings, window grills, air conditioning/ heating units or any other equipment in the Apartment (except at such designated places as may be specified by the Promoter) without intimating the Promoter/Association of the same;
 - (c) Vehicles shall be parked only at allocated car parking spaces;
 - (d) The Allottee shall neither encroach upon any of the Common Areas or obstruct any amenities/ services available for common use nor store any article in such areas or block the same in any manner whatsoever.
- (vi) The Allottee shall not do anything that alters or changes the external façade, color scheme and texture of the Apartment and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.

13. Events of defaults and consequences

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee as agreed under this AFS. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects and for which Occupation Certificate has been issued by the concerned Authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act.

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

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

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

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

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

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

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

- (i) The Allottee shall be liable to pay Delay Payment Charges for the period of delay. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- (iii) The Promoter shall be entitled, at its sole discretion, to cancel this AFS and allotment thereof of the Apartment, after giving notice of 30 (Thirty) days thereby giving the Allottee to rectify the default.
- (iv) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Promoter, and subsequently, the Promoter chooses to cancel the allotment of the Apartment, the Allottee shall have no lien or claim on the Apartment and the Promoter will be entitled to sell, convey or transfer the Apartment to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Apartment by the Promoter, shall be refunded to the Allottee, within 90 days of such cancellation, after deducting the Booking Amount, Delay Payment Charges on the amount due accruing in favour of the Promoter in terms of the AFS.

14. Representations & Warranties

14A. The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Land-Ownning Companies have an absolute, clear and marketable title with respect to the said Project Land; the Promoter has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project. The Promoter shall not create any mortgage or charge on the Apartment after the execution of this AFS;
- (iv) There are no litigations pending before any court of law or Authority with respect to the Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Land and Apartment 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, Land, Building and Apartment and Common Areas;

- (vi) The Promoter has the right to enter into this AFS and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this AFS;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this AFS;
- (ix) The Apartment and/or the Project is not the subject matter of any Hindu undivided family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in terms of the Applicable Laws;
- (xi) No notice or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) from any Authority has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xii) The Promoter shall not make additions or put up additional structure(s) anywhere in the Project except as provided under the Real Estate Act/Applicable Laws.

14B. The Allottee hereby represents and warrants to the Promoter as follows:

- (i) The Allottee has the power to execute, deliver and perform his obligations under this AFS and all necessary approvals including any governmental, regulatory or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.
- (ii) This AFS constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
- (iii) The execution, delivery and performance of any of the obligations of the Allottee under this AFS do not and will not constitute a default.
- (iv) The execution, delivery and performance by the Allottee of this AFS and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Laws to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and

delivery of this AFS by the Allottee or the consummation of the transactions contemplated hereby.

15. Indemnity

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

16. Notices

Any notice, demand or other communication to be served under this AFS may be served upon the Allottee or the Promoter only by registered post with acknowledgement due or Speed Post or courier service or through email, at the address provided in the memo of Parties for the Allottee and corporate office of the Promoter as provided in the memo of Parties, or at such other address as may be notified in writing to the other Party. All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the Allottee as mentioned above or any address later notified by the Allottee, shall be a sufficient proof of receipt of the same by all the Allottees and shall fully and effectively discharge the Promoter of its obligations in this regard. Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (Third) day following the day on which the notice has been delivered by courier;
- (iii) on the 5th (Fifth) day following the day on which the notice is sent by registered mail or speed post; or
- (iv) after 24 (Twenty Four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

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

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

Further, in case there are joint allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given which shall for all intents and purposes to consider as properly served on all the joint allottees.

17. General Clauses

- 17.1 The Allottee hereby confirms being of legal capacity and competence to execute this AFS and that all clearances, approvals, consents, permissions, sanctions or anything required under Applicable Laws and agreements executed by the Allottee with any third party to execute this AFS have been duly obtained and shall be maintained as may be required of the Allottee under Applicable Laws. The Promoter shall not be required to verify whether the Allottee is in such compliance and it shall be incumbent on the Allottee to ensure that no violation of Applicable Laws or breach of any agreements executed by the Allottee are committed by the Allottee in executing this AFS. The Allottee undertakes to be exclusively responsible and fully liable for the same and agrees to keep the Promoter saved, indemnified and harmless in this connection at all times.
- 17.2 The Allottee shall comply with all legal requirements for purchase of the Apartment after execution of the AFS and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose.
- 17.3 The Promoter shall compensate the Allottee in case of any loss caused to him due to the defective title of the Land, in the manner provided as provided under the Real Estate Act and the claim for compensation under this Clause shall not be barred by limitation provided under any law for the time being in force.
- 17.4 If the Allottee is required to pay any commission, brokerage or any consideration to any person under any agreement that the Allottee may have with such person for any services rendered or costs and expenses incurred thereby by such person to the Allottee in respect of the Apartment, the Promoter shall not be liable or responsible for the same and no commission, brokerage or consideration shall be deductible from the Total Price.
- 17.5 The Allottee shall inform the Promoter in writing of any change in the mailing / correspondence address mentioned herein failing which all notices by the Promoter shall be mailed to the address given in this AFS and shall be deemed to have been duly served upon and received by the Allottee.

- 17.6 Any change in any Applicable Laws shall automatically entitle the Promoter to make such amendments, alterations, modifications and changes in the Project or any part thereof and in this AFS, as such change in the Applicable Laws may require in the best interest of the development of the Project.

18. Provision of this AFS applicable on allottee / subsequent allottees

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

19. Apartment Act

The Promoter has assured the Allottee that the said Project in its entirety is in accordance with the provisions of the Apartment Act. The Promoter has complied with the laws/regulations as applicable in state of Haryana.

20. Binding Effect

Forwarding this AFS to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee, until, firstly, the Allottee signs and delivers this AFS with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this AFS within 30 (Thirty) days from the date of receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60(Sixty) days from the date of its receipt by the Allottee, Application of the Allottee shall be treated as cancelled and the entire amount paid by the Allottee shall be refunded without any interest or compensation whatsoever. If however, after giving a fair opportunity to the Allottee to get this AFS executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Booking Amount.

21. Waiver not a limitation to enforce

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

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

22. Severability

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

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

Wherever in this AFS it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total carpet area of all the apartments in the Project.

24. Further assurances

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

25. Entire Understanding

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

26. Governing Law and Jurisdiction

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

27. Dispute Resolution

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

28. Counterparts

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

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

**SIGNED SEALED AND DELIVERED BY WITHIN NAMED
Promoter and Land Owner**

Experion Developers Private Limited

(Through Its Authorised Signatory)

Experion Reality Private Limited

(Through Its Authorised Signatory)

Experion Real Estate Developers Private Limited

(Through Its Authorised Signatory)

SIGNED SEALED AND DELIVERED BY WITHIN NAMED

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____



(2) Signature _____
Name _____
Address _____



(3) Signature _____
Name _____
Address _____



(4) Signature _____
Name _____
Address _____



Witnessed by:

1. Name:
Address:

2. Name:
Address:

SCHEDULE A: APARTMENT

[to be inserted]

Apartment No. _____ on the floor _____ of tower/block _____ of The Heartsong,
Sector-108, Gurgaon.

East:

West:

North:

South:

Car parking space no. _____ allocated for exclusive use.

East:

West:

North:

South:

SCHEDULE B: FLOOR PLAN OF THE APARTMENT

Floor Plan of the Apartment

[to be inserted]

SCHEDULE C: PAYMENT PLAN

[to be inserted]

SCHEDULE D: SPECIFICATIONS FOR THE APARTMENT

[to be inserted]

SCHEDULE E: SPECIFICATIONS FOR THE PROJECT

[to be inserted]