

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 2024;

BY AND BETWEEN

MNB BUILD FAB PRIVATE LIMITED (earlier known as **MNB BUILD FAB LLP**) (CIN No. U68200DL2023PTC422421) (PAN AARCM4635K), a company incorporated under the provisions of the Companies Act, 2013, its registered office at Shop No. 3, Ground Floor, Plot 7/25, Kirti Nagar Industrial Area, Ramesh Nagar, West Delhi, New Delhi, Delhi, India, 110015 and having its corporate office at Plot No. 5P, 2nd Floor, Sector 43 Golf Course Road, Gurugram, Haryana duly represented by its authorized signatory _____ (Aadhaar No. _____), authorized vide board resolution dated _____, (hereinafter referred to as the "**Promoter**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **First Part**;

AND

[If the Allottee is an Individual]

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

[OR]

For MNB BUILD FAB PVT. LTD.



Auth. Sign.

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (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) of the **Last Part**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, of 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, 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) of the **Last Part**.

[OR]

[If the Allottee is a HUF]

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

**** (Delete whichever is not applicable) ****

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

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

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

- 1.1.1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- 1.1.2. "**Applicable Laws**" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit, or decision of any central, state, or local

government, authority, agency, court, or other body having jurisdiction over the matter in question, as may be in force from time to time;

- 1.1.3. **"Allotment Letter"** means letter dated _____ issued by the Promoter in favour of Allottee in confirmation of allotment the Apartment;
- 1.1.4. **"Association of Owners"** shall mean a collective body of apartment owners, duly constituted, elected and registered in accordance with Applicable Laws, which acts as a unified entity for the benefit of its members;
- 1.1.5. **"Apartment"** means apartment allotted by the Promoter to the Allottee for residential usage details of which have been set out in para G and more particularly described in Schedule A.
- 1.1.6. **"Authority"** means Haryana Real Estate Regulatory Authority at Gurugram;
- 1.1.7. **"Booking Amount"** means an amount equivalent to 10% of the Total Price of the Apartment. In other words, 10% of the Total Price of the Apartment shall be construed/considered as the Booking Amount.
- 1.1.8. **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or veranda areas, and exclusive open terrace areas, but including the area covered by the internal partition walls of the Apartment.
- Explanation: For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- 1.1.9. **"Car Park Space"** shall mean the two (2) number of designated covered car park spaces bearing no. _____ and _____ exclusively assigned to the Vendee for parking of light motorized vehicles only at the designated parking places for two (2) cars in the Project;
- 1.1.10. **"Common Areas And Facilities"** means such common areas, facilities, equipment, and spaces in the Project which are meant for the common use, enjoyment and access of all the occupants/residents in the Project including community centre and others more particularly detailed in the Deed of Declaration to be filed by the Promoter under The Haryana Apartment Ownership Act, 1983.
- 1.1.11. **"Conveyance Deed"** shall mean a document duly executed and registered before the jurisdictional Sub-Registrar of Assurances, Gurgaon, for the purpose of transferring all the rights, title, and interests in the Apartment by the Promoter in favour of the Allottee(s) upon the payment of the Total Price by the Allottee(s) to the Promoter as per the agreed terms of the Agreement;

- 1.1.12. **"Force Majeure"** means any event or combination of events or circumstances beyond the control of the Promoter which adversely affects the Promoter's ability to perform obligations under this Agreement. Force Majeure shall include, but not be limited to, (a) Acts of God, i.e., fire, drought, flood, earthquake, epidemic, pandemic so declared or not, natural disasters; (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism; (c) strikes or lockouts, industrial disputes; (d) war and hostilities of war, riots, bandh, acts of terrorism or civil commotion; (e) promulgation of or amendment to any law, rule, or regulation, or the issuance of any injunction, court order, or direction from any Governmental Authority that prevents or restricts a Party from complying with any or all of the terms and conditions agreed upon in this Agreement; (f) any legislation, order, rule, or regulation made or issued by the Government or any other Authority, or if any Governmental Authority(ies) refuses, delays, withholds, or denies the grant of necessary approvals for the Project, or if any matters or issues relating to such approvals, permissions, notices, or notifications by the Governmental Authority(ies) become subject to any suit/writ before a competent court, for any reason whatsoever; (g) any event or circumstances analogous to the foregoing;
- 1.1.13. **"Government"** means the Government of the State of Haryana;
- 1.1.14. **"Limited Common Areas"** means common areas and facilities in the Project earmarked/ reserved for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners such as car parking areas, storages etc.
- 1.1.15. **"Maintenance Agency"** shall mean the service provider/agency to be appointed by the Promoter or by the Association of Owners, as the case may be, for the maintenance of Common Areas and operation of facilities of the Project.
- 1.1.16. **"Maintenance Charges"** shall mean all costs, charges, fee etc. by whatever name called, payable by the Allottee(s) to the Maintenance Agency excluding the charges applicable for actual consumption of utilities/services within the Apartment, which shall be charged by the Maintenance Agency on actual consumption basis;
- 1.1.17. **"Rules"** means the Real Estate (Regulation and Development) Rules, 2017 and any amendments thereto for the State of Haryana;
- 1.1.18. **"Section"** means a section of the Act;
- 1.1.19. **"State"** means the State of Haryana.

1.2. Interpretation

Unless the context otherwise requires in this Agreement:

For MNB BUILD FAB PVT. LTD.

- 1.2.1. use of words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine gender and vice versa;
- 1.2.2. reference to any law shall include such law as enacted, amended, supplemented, or re-enacted from time to time;
- 1.2.3. reference to the words "include" or "including" shall be construed without limitation;
- 1.2.4. reference to this Agreement, or any other agreement, deed, or other instrument or document, shall be construed as a reference to this Agreement or such agreement, deed, or other instrument or document as the same may be amended, varied, supplemented, or novated from time to time;
- 1.2.5. words not defined hereunder shall have the same meaning as defined in the Act or Rules and Regulation thereunder;
- 1.2.6. Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm.

WHEREAS

- A. The Promoter is the absolute and lawful owner of the Plot No. GH 26A having area measuring 3438.7 square meters (0.8497 acres), located in Sector 56, Urban Estate-II, Gurugram, Haryana (hereinafter referred to as the "**Land**"), duly allotted by Haryana Shehri Vikas Pradhikaran (HSVP), Gurugram, Haryana to the Promoter through an e-auction process on freehold and 'as is where is basis' vide its allotment letter bearing No. ZO-002/EO-018/UE029/GALOT/0000001157 dated 29th September, 2023. Subsequently the Promoter obtained the ownership/title of the said Land from HSVP via Conveyance Deed dated 13th July 2024, which is duly registered on 16th July 2024, as document no. 7517 at the office of the Sub-Registrar Wazirabad, duly recorded in Book No. 01 and Volume No. 174 from Page 28.25, with an additional copy pasted in Book No. 01 and Volume No. 5863 from pages 11-15.
- B. The Said Land is earmarked for the purpose of the development of a Group Housing Project therein comprising one multi-storeyed building and the said project shall be known as '**ANANTAVILASA**' ("**Project**");
- C. The Promoter has purchased the Transferable Development Rights (TDR) and utilized the same as evidenced by TDR Utilization Certificate No. 43 of 2024, dated 11th October 024, for an additional Floor Area Ratio (FAR) of 5158.125 square meters. Furthermore, the Promoter has also obtained a 'Four Star' Green Rating for Integrated Habitat Assessment (GRIHA) Certification. The Office of Chief Town Planner, Haryana Shehri Vikas Pradhikaran ("**HSVP**") has granted the building plan approval/sanction to develop the Project vide approval dated 10th October 2024, bearing memo no. CTP/DTP (AM)/SB/271176.

For MNB BUILD FAB PVT. LTD.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Said Land on which the Project is to be constructed have been complied with.
- E. The Promoter has obtained and shall obtain all other requisite approvals for the Project, from the competent authorities from time to time. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act or any other laws of the State as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____.
- G. The Allottee had applied for a residential apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square meter (_____ square feet), on _____ floor in the Project along with two Car Parking Space bearing no _____ & _____ situated in the Basement no. - _____ as permissible under the Applicable Laws and right in Common Areas (hereinafter referred to as "**Apartment**", more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all Applicable Laws in the State related to the Project.
- J. The Parties, relying on the confirmations, representations, and assurances of each other, do faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment along with Car Parking Space as specified in para G.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, 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 Apartment for residential usage along with Car Parking Space as specified in para G.

For MNB BUILD FAB PVT. LTD.


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- 1.2. The Total Price for the Apartment along with Car Parking Space based on the carpet area is _____ (Rupees _____ only) ("**Total Price**"):

Apartment No. _____	Rate of Apartment per square feet
Type _____	
Floor _____	
Car Parking -1 _____	
Car Parking -2 _____	
Total price (in Rupees)	

TOTAL PRICE BREAKUP

DESCRIPTION	AMOUNT (INR)	GST (INR)
Basic Sale Price		
Preferential Location Charges		
External Development Charges (EDC) & Infrastructure Development Charges (IDC)		
TOTAL PRICE		
Advance Maintenance Charges		
Interest-Free Maintenance Security Deposit		

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment along with Car Parking Space;
- (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 Apartment along with Car Parking Space to the Allottee or the

competent authority, as the case may be, after obtaining the necessary approvals from Competent Authority for the purposes of such possession:

- a) Provided that, in case there is any change/modification in the taxes/ charges/ fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change/modification; and
 - b) Provided further, if there is any increase 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 not be charged from the Allottee.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in para 1.1(i) above 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/ 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;
- (iv) The Total Price of the Apartment along with Car Parking Space includes recovery of the price of said Land, development/ construction of not only the Apartment but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies, etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection, and firefighting equipment in the Common Areas, Maintenance Charges as per para 12, etc. and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment along with Car Parking Space in the Project.
- (v) Advance Maintenance Charges for one year shall be payable by the Allottee in advance to the Maintenance Agency upon issuance of Offer of Possession letter.
- (vi) Stamp Duty shall be payable by the Allottee prior to the execution and registration of this Agreement and Conveyance Deed respectively.
- (vii) Registration Charges shall be payable by the Allottee directly at the Sub-Registrar's office at the time of registration of this Agreement and Conveyance Deed respectively.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges or other changes (whatever name called) 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 an increase in development charges, cost/ charges/ fees/ levies, etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled

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date of completion of the Project as per the registration with the Authority, the same shall not be charged from the Allottee.

- 1.4. The Allottee shall make the payment as per the payment plan opted by the Allottee, as set out in the **Schedule C** annexed with this Agreement, ("**Payment Plan**").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 2.5% per annum for the period by which the respective instalment has been preponed as per the Payment Plan. The provision 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 otherwise agreed upon by the Allottee.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings, and amenities described herein at **Schedule '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 Apartment, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

Provided that, the Promoter may make such minor 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.

It is further agreed that in case, permissible FAR remains unutilized or additional FAR granted by the competent authority, the Promoter may construct additional apartments subject to approval by competent authority and the Allottee is having no objection to this. The Promoter shall always be entitled to utilize at all times any permissible Floor Space Index (FSI)/ Floor Area Ratio (FAR) that may accrue on the Project by constructing any additional upper floors/ apartments in the Project, as permitted under the Applicable Laws. The Allottee hereby expressly consents to such additional construction of upper floors and consequent variations in the Project and agrees not to object or raise any dispute or contention whatsoever in future against the same. The Allottee shall not claim any sort of waiver in Total Price and/or compensation or damages on any account whatsoever. All such additional constructions in the Project shall be to the sole benefit of the Promoter and the Promoter shall be entitled to deal with the same as it may like without any intervention or interest or claim of the Allottee/Association of Owners.

- 1.7. The Promoter shall confirm the Carpet Area that has been allotted to the Allottee after the construction of the Apartment, is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area of the Apartment. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 5% (five percent) of the Carpet Area of the Apartment, allotted to the

Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 and compliance of the terms and conditions of this Agreement by the Allottee, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment along with Car Parking Space as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment along with right to use the allotted Car Parking Space;
- (ii) The Allottee shall also have a right in the Common Areas. The Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to other occupants. It is clarified that the Promoter shall hand over the Common Areas to the association of Owners/ competent authority after duly obtaining the occupation certificate from the competent authority as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and his/her/their Apartment with the prior appointment on the time/day scheduled by the Promoter for this purpose.

1.9. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottee, which it has collected from the allottees, 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 allottees 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 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 therefor by such authority or person.

1.10. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as the booking amount ("**Booking Amount**"), being part payment towards the Total Price of the Apartment at the time of application and thereafter till the execution of this Agreement, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Schedule C**), as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in making the payment towards any amount (under any head), which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

For MNB BUILD FAB PVT. LTD.



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2. MODE OF PAYMENT

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter/Payment Plan through A/c Payee cheque/ demand draft/ bankers cheque or e-transfer (as agreed) in favour of '**ANANTAVILASA Collection Account**' payable at Gurugram.
- 2.2. Without prejudice to other provisions of this Agreement, in the event of cancellation of allotment for the reasons provided in this Agreement, the Allottee:
- (i) (Applicable in cases of loans) hereby authorizes the Promoter to (i) repay directly to the financing agency the entire disbursement amount received by the Promoter till that date from the financing agency, and (ii) forfeit, out of the amounts directly paid by the Allottee (i.e. Allottee's contribution), Booking Amount and any interest due on unpaid instalment, pre-EMI paid by the Promoter (if any) and refund the balance amount to the Allottee, without any interest, within 90 (ninety) days from the date of cancellation.
 - (ii) (Applicable in cases of self-financing) hereby authorizes the Promoter to forfeit the Booking Amount and any interest due on unpaid instalment and refund the balance amount to the Allottee, without any interest, within 90 (ninety) days from the date of cancellation receipt of entire sale consideration collected from the sale of the Apartment by the Promoter to any third party.
- 2.3. In case the Allottee makes any payment through RTGS/NEFT/IMPS/Online Transfer, then Allottee shall inform the Promoter to verify the receipt of remitted amount and to update the same in the Allottee's account maintained by the Promoter. The Promoter shall not be liable for auto-updates of Allottee's account. Further, Allottee shall obtain a written acknowledgement from the Promoter regarding confirmation of receipt of such amount remitted by the Allottee to the Promoter through RTGS/NEFT/IMPS /Online Transfer.

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 the 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 provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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 Laws. The Allottee understands and agrees that in the event of any failure on his/ her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/it may be solely liable for any action under the Foreign Exchange Management Act, 1999 or any other Applicable Laws.

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- 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.
- 3.3. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of Allottee and such third party shall not have any right in the Apartment in any manner and the Promoter shall issue the payment receipts in favour of the Allottee only.
- 3.4. The Allottee represents that the Apartment is being purchased for Allottee's exclusive benefit and no other person/entity has any hidden future benefit, direct or indirect, with regards to the Apartment, under any circumstances. The present transaction is and shall remain in compliance with the provisions of Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Allottee agrees to hold the Promoter fully indemnified in this regard.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by the Allottee under any head of dues against lawful outstanding of the Allottee against the Apartment (including but not limited to the interest due) if any, in his/her/their name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the and time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment along with Car Parking Space to the Allottee on or before 31.12.2030 and the Common Areas to the Association of Owners or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

- 6.1. The Allottee has seen the proposed site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ Agreement/website regarding the Project where the Apartment along with Car Parking Space is located and has accepted the floor/ site plan, payment plan, and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.
- 6.2. The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, Floor Area Ratio (FAR), density norms, provisions prescribed, approved plans, terms and conditions of the allotment as well as registration of RERA, etc. Subject to the terms of 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 applicable to the Project and shall not 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 understands that the covered Car Parking Space/s, which is being allotted to her/him/them for exclusive use, shall be the integral part of the Apartment which cannot be sold/dealt with independently of the Apartment. However, the Allottee may apply for additional car parking spaces, subject to availability, upon payment of car parking charges, to be determined by the Promoter in its sole discretion. The Allottee agrees that Car parking Spaces in respect of which right to exclusive use has been granted to the Allottee shall be the part of Limited Common Areas for the purpose of the Deed of Declaration to be filed by the Promoter under the provisions of the Haryana Apartment Ownership Act, 1983 and rules made thereunder.

7. POSSESSION OF THE APARTMENT

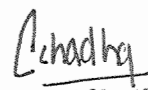
7.1. Schedule for possession of the said Apartment:

- 7.1.1. The Promoter agrees and understands that timely delivery of possession of the Apartment along with Car Parking Space to the Allottee and the Common Areas to the Association of Owners or the competent authority, as provided under Rule 2(1)(f) of Rules, 2017 is the essence of this Agreement, subject to the understanding that the Association of Owners is duly constituted and in a position to takeover the maintenance/possession of the Common Areas.
- 7.1.2. The Promoter shall endeavour to offer the possession of the Apartment along with Car Parking Space on or before 31.12.2030 unless there is a delay due to 'Force Majeure', such as 'Court orders', 'Government policy/ guidelines, decisions affecting the regular development of the Project subject to the completion of the Project and subject to Allottee complied with the terms and conditions of this Agreement.

The Allottee agrees that if the completion of the Project is delayed due to the above conditions, then the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

- 7.1.3. The Allottee 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 the allotment shall stand terminated, and the Promoter shall refund to the Promoter, the entire amount received by the Promoter from the Allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After the refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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7.2. Procedure for taking possession of Apartment

- 7.2.1. The Promoter, upon obtaining the occupation certificate of building (wherein said Apartment is situated) in the Project, shall offer in writing the possession of the Apartment within 3 (three) months from the date of grant of occupation certificate and requisite approval (if any) to the Allottee as per terms of this Agreement.
- 7.2.2. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, or documentation on the part of the Promoter. The Promoter shall provide a copy (on demand) of the occupation certificate of the building (wherein said Apartment is situated) in the Project at the time of conveyance of the Apartment to the Allottee. The Maintenance Charges will be charged by the Maintenance Agency/Promoter starting from the 91st day following the date of the Offer of Possession Letter, regardless of whether the Allottee has taken possession. These charges will include a markup on the actual cost incurred or anticipated by the Maintenance Agency.

7.3. Failure of Allottee to take Possession of Apartment

- 7.3.1. Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of the Agreement.
- 7.3.2. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in the written offer of possession of the Unit, such Allottee shall continue to be liable to pay Maintenance Charges and holding charges at the rate of Rs. ____/- per sq. ft. per month on the Carpet Area of the Apartment ("**Holding Charges**"). The Holding Charges shall be a distinct charge in addition to the Maintenance Charges and not related to any other charges / consideration as provided in this Agreement.

7.4. Possession by the Allottee

After obtaining the occupation certificate of the building and handing over the physical possession of the Apartment along with Car Parking Space to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the Association of Owners 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/their allotment in the Project as provided in the Act.

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Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment 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 2% (two percent). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation, provided the Allottee submits the original Allotment Letter along with original payment receipts and register the Cancellation Deed of this Agreement.

7.6. Compensation

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

Except for the occurrence of a 'Force Majeure', Court orders, Government policy/guidelines, or decisions, if the Promoter fails to complete or is unable to give possession of the Apartment along with Car Parking Space-

- (i) in accordance with the terms of this Agreement and Project Registration Certificate bearing no. _____ dated _____; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the 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, return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, 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 authorities to carry out development of the Project;

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- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses, sanctions, and permission issued by the competent authorities with respect to the Project, as well as for the Apartment 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 Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential purposes along with allotted Car Parking Space to the Allottee;
- (ix) The 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 Land;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the competent authorities till the offer of possession letter of the Apartment has been issued, as the case may be, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

- (i) The Allottee has applied for the allotment of a residential Apartment in the Project;
- (ii) The Allottee shall make the payment as per the Payment Plan set out in **Schedule C**;
- (iii) The Allottee acknowledges that the Promoter has provided all the information and clarifications as required by the Allottee and that the Allottee is fully satisfied with the same. The Allottee has relied on their judgment and investigation in deciding to apply for allotment of the Apartment and has not relied upon or been influenced by any architect's plans, advertisements, representations, warranties, statements, or estimates of any nature, whether written or oral, made by the Promoter or any selling agents/sales organizers/brokers. No oral or written representations or statements shall be considered part of this Agreement, which is self-contained and complete in itself in all respects;
- (iv) The Allottee has reviewed all the terms and conditions set out in this Agreement, understood the mutual rights and obligations, and agreed that some of the conditions in this Agreement are necessary for maintaining the quality, prestige, and exclusivity of the building and the Apartment. These conditions provide the occupants with a sense of pride and identity for their residence, which is why the Allottee is investing in the Apartment. The Allottee(s) has assured the Promoter that, in their judgment, such exclusivity would enhance the goodwill and prestige of their residence. The Allottee confirms that he/she/they have chosen to invest in the Apartment after exploring all other options of similar properties available with other builders, and developers, and available in resale in the competitive market of the State. The Allottee finds that the Apartment is suitable for their residence and, therefore, have voluntarily approached the Promoter for the allotment of the Apartment in the Building;
- (v) The Allottee hereby confirms to the Promoter that he/she/they is/are signing this Agreement with full knowledge of Applicable Laws, and the terms and conditions contained in this Agreement. The Allottee has clearly understood their rights, duties, responsibilities, and obligations under each para of this Agreement;
- (vi) The Allottee hereby covenants with the Promoter to pay, from time to time and at all times, the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement;
- (vii) The Allottee shall not use/cause to be used the Apartment for any other purpose except for residential usage. The Allottee specifically undertakes not to use the Apartment or permit to use it for any activity that is prohibited/irregular/illegal or other activity that is hazardous or may cause nuisance of any nature to the other occupants and inhabitants of the Project. The Allottee shall maintain the Apartment at his/her/their cost and in a good habitable condition and shall not

do or cause to be done anything in or to the Apartment which may be against the rules or bye-laws of any competent authority or of the Maintenance Agency;

- (viii) The Allottee undertakes to abide by all the laws, rules and regulations as may be applicable to the Apartment and the Project including but not limited to the Haryana Apartment Ownership Act, 1983 and the rules/regulations framed thereunder. The Allottee hereby further undertakes to abide by all laws, rules and regulations of concerned regulatory authorities /municipality / any other designated authority from time to time or any other laws as are applicable to the Apartment /Project from time to time;
- (ix) The Allottee shall have no rights whatsoever to make any additions, alterations, demolitions, erections or changes in the peripheral wall, front, side and rear elevation of the Apartment and/or building or outer façade or the building in which the Apartment is located. The Allottee shall also not change the colour scheme of the outer walls, colour of exterior sides of all doors of the Apartment and shall not carry out any change in the exterior elevation and design of the Apartment/building. In case the Allottee does any act in contravention of this clause, the Promoter/Maintenance Agency shall be entitled to initiate appropriate proceedings against the Allottee and/or its tenants or licensees/ lessees for recovery of any damages, costs and expenses incurred to restore the Apartment and/or the building to its original position and/or levy any penalties or take other remedial actions;
- (x) It is agreed and undertaken by the Allottee that the Allottee shall not on its own i) make any internal changes; and ii) install grills in the windows / doors in the Apartment without the prior written approval of the Promoter/Maintenance Agency;
- (xi) The Allottee undertakes not to do or cause to be done any act which might harm the stability of structure of the building. In particular, the Allottee shall not alter or damage the shell structure of the Apartment including beams and columns and shall not remove any wall within the Apartment including load bearing walls. Further, the Allottee undertakes not to cause any damage and/or remove the walls / structures of the Apartment that remain common between the Allottee and the owners of the adjacent apartment. In case the Allottee does any such act in contravention of this clause, the Promoter/Maintenance Agency shall be entitled to initiate appropriate proceedings as may be deemed fit and/or for recovery of any damages, costs and expenses incurred to restore the Apartment to its original position and/or levy any penalties or take other remedial actions.
- (xii) The Project shall always be known as 'ANANTAVILASA' and the Project's name will not be changed by the Association of Owners in any circumstances except at the discretion of the Promoter.
- (xiii) The Allottee understands and acknowledges that the Apartment is being sold by the Promoter on the Carpet Area basis only. Total Built-up Area of the Apartment is mentioned in Schedule-A for the purpose of determination of Maintenance Charges of the Apartment.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1. Subject to the 'Force Majeure', 'Court orders', 'Government policy/ guidelines', and 'decisions', the Promoter shall be considered under a condition of Default, in the following events:

- (i) If the Promoter fails to provide ready-to-move-in possession of the Apartment along with Car Parking Space to the Allottee within the time specified in the this Agreement or fails to complete the Project within the 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 Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities, and facilities, as agreed to between the Parties, and for which occupation certificate has been issued by competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his/her/its registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2. In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice.

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

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

- (i) In case the Allottee fails to make payments of any demand made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment along with Car Parking Space and refund the money paid by the Allottee by forfeiting the 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's highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation provided the Allottee submits the original Allotment Letter along with original payment receipts and register the Cancellation Deed of this Agreement. On such default, this Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE APARTMENT

The Promoter, on receipt of the Total Price as per para 1.2 alongwith applicable stamp duty, Interest Free Maintenance Security and advance Maintenance Charges shall execute a Conveyance Deed in favour of the Allottee preferably within 3 (three) months but not later than 6 (six) months from possession.

Provided that, the Apartment is equipped with all the specifications, amenities, and facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2 (1) (f) of the Rules, 2017. However, in case Allottee fails to deposit the stamp duty and/ or registration charges, and other ancillary charges within the period mentioned in the offer of possession notice/letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE PROJECT / APARTMENT

The Promoter shall be responsible to provide and maintain essential maintenance services in the Project till the taking over of the maintenance of the Project by the Association of Owners or Competent Authority, as the case may be, upon the issuance of the Occupation Certificate. The cost of such maintenance for initial 3 (three) months from the date of grant of Occupation Certificate has been included in the Total Price of the Apartment.

The Allottee agrees to execute a Maintenance Agreement, along with other essential documents, undertakings, etc., in the standard format with the Maintenance Agency appointed by the Promoter for the maintenance and upkeep of the Project. The execution of the Maintenance Agreement and the payment of the Interest-free Maintenance Security & one year advance Maintenance Charges shall be condition precedent for the handover of possession of the Apartment to the Allottee, as well as for the execution of the Conveyance Deed of the Apartment.

In case, the duly constituted Association of Owners fails to take possession of the said essential maintenance services as envisaged in the Agreement or under Applicable Laws governing the same, then in such a case, the Promoter has the right to recover such amount as spent on maintaining such services beyond his/her/their scope.

12. DEFECT LIABILITY

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

Provided that,

- (1) the above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship). The Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design or any misuse thereof; or any act, omission or negligence or non-compliance of any Applicable Laws;
- (2) It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.
- (3) The Promoter shall procure fixtures, fittings, equipment and/or services including but not limited to elevators, power backup equipment, pumps, etc. of standard makes and these shall be governed by their respective warranties provided by their manufacturers/installers. The said warranties of the same shall be made available to the Allottee/Association of Owners by the Promoter.
- (4) The Promoter having procured 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 manufacturers/installers and the Promoter shall have no liability in this regard.
- (5) In case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s)/the Association of Owners/the Maintenance Agency, as the case may be, prior to the expiry of the said initial 90 (ninety) days. The Promoter/Allottee/the association of Owners/the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time/extension of time.

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13. RIGHT TO ENTER APARTMENT FOR REPAIRS AND MAINTENANCE WORKS

The Promoter/ Maintenance Agency/ Association of Owners/ competent authority shall have rights of access to Common Areas, and car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Owners and/ or Maintenance Agency/ competent authority to enter into the Apartment after giving due notice and entering the said Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE

14.1. Use of Basement and Service Areas:

The basements and service areas, if any, as located within the Project, shall be earmarked for purposes such as car parking spaces and services including but not limited to electric sub-station, STP Plant, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Owners, Maintenance Agency/ competent authority for rendering maintenance services.

15. COMMON AREAS AND COMMON FACILITIES

- 15.1 The Allottee shall use Common Areas and Facilities harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the usage/access right of such Common Areas and Facilities shall always be subject to the covenants herein and up to date payment of all dues.
- 15.2 Except for the Apartment herein along with all common easement rights attached therewith, all adjoining areas including the Common Areas, entire un-allotted/unsold areas/apartments, car parking spaces, etc, shall remain the exclusive property of the Promoter and the same shall always deemed to be in possession of the Promoter.
- 15.3 The Allottee shall not, in any manner whatsoever, encroach upon any of the Common Areas and Facilities, Limited Common Areas and shall also have no right to use the facilities and services not specifically permitted for usage. All unauthorized encroachments or temporary/permanent constructions carried out by the Allottee in the Project shall be removed by the Promoter or by the Maintenance Agency at Allottee's cost and expenses.
- 15.4 The Allottee will neither himself/herself nor permit anyone to do anything which damages any Common Areas or Facilities or violates the rules or bye-laws of the local authorities or the Promoter/Maintenance Agency. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned.

- 15.5 The club area and other Common Areas and Facilities of the Project shall not be used for conducting personal functions such as marriages, birthday parties etc.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 16.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible for maintaining the Apartment at his/ her/its own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the Building/ Apartment along with Car Parking Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along with Car Parking Space and keep the Apartment along with parking, its walls and partitions, sewers, drains, pipes, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the building is not in any way damaged or jeopardized.
- 16.2. The Allottee/ Association of Owners further undertakes, assures, and guarantees that he/ she/its would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/ Association of Owners shall not store any hazardous or combustible goods in the Apartment and parking or place any heavy material in the common passages or staircase of the Building. The Allottee/ Association of Owners shall ensure that he/she/they will not create any hindrance by way of locking, blocking, parking, or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of Owners shall also not remove any wall, including the outer and load-bearing wall of the Apartment and parking, as the case may be.
- 16.3. The Allottee/ Association of Owner shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Owners and/or Maintenance Agency appointed by the Promoter/Association of Owners/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of the Apartment along with parking with the full knowledge of all Applicable Laws, rules, regulations, and notifications applicable in the State and related to the Project.

18. ADDITIONAL CONSTRUCTIONS

The Promoter shall not make additions or to put up the additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan, and specifications, amenities, and facilities have been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by the competent authority.

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19. MORTGAGE/CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment and Car Parking Space 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 the Apartment and Car Parking Space.

The Allottee hereby authorizes and permits the Promoter to raise finance/loan from any lending institutions by any mode or manner by way of charge/mortgage on the Project or the Project Land subject to the condition that such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Promoter or such financial institution/bank, as the case may be, shall always have the first charge on the said along with Car parking Space for all their dues and all other amounts payable by the Allottee.

20. THE HARYANA APARTMENT OWNERSHIP ACT, 1983:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Act, Rule, Regulations/by-laws, instructions/guidelines, and decisions of competent authority prevalent in the State. The following permissions, sanctions and approvals for the development of the Project have been obtained by the Promoter:

S.no.	Approval/Compliance/Order	Memo No.	Date
1.	Allotment Letter of the Land		
2.	Conveyance Deed of the Land		
3.	TDR Utilisation Certificate		
4.	GRIHA Certification		
5.	Building Plan Approval		
6.	Fire Scheme Approval		
7.	Environmental Clearance		
8.	RERA Project Registration Certificate		

21. BINDING EFFECT

- 21.1. By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and register this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt of registration date intimation by the Allottee. The Parties agree that the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the Act of the State.
- 21.2. If the Allottee fails to execute and register, this Agreement within 30 (thirty) days from the date of issuance of written intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty)

days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and the Promoter shall forfeit such amounts as envisaged in Clause 2.2 of this Agreement and upon such cancellation the Allottee shall be left with no right and/or interest whatsoever in the Apartment and the Promoter shall be free to deal with the said Unit in any manner at its sole discretion. However, after allowing being heard to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has the right to forfeit the Booking Amount.

22. MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES

- 22.1 The Allottee agrees to pay municipal / house /property tax etc., by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Apartment from the date of levy thereof.
- 22.2 The Allottee shall not claim any loss or damage, whether direct or consequential, from the Promoter/Maintenance Agency, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same.
- 22.3 So long as the Apartment is not separately assessed, the Allottee shall pay taxes, liabilities, if any, in proportion to, which the Carpet Area of the Apartment bears to the total carpet area of all the apartments in the Project to the Maintenance Agency or to the Promoter, who, on collection of the same from the Allottee, shall deposit the same with the concerned authorities.
- 22.4 The Allottee shall pay in advance to Maintenance Agency, all charges pertaining to consumption of water, electricity, and other utility services in respect of the Apartment as per the bills raised by the Maintenance Agency through pre-paid metering or otherwise.
- 22.5 The Promoter has envisaged to provide an electrical demand load of ____ KW in the Apartment. However, if the Allottee wishes to obtain additional load for the Apartment, the same may be provided (if available) on payment of additional charges as may be decided by the Promoter in its absolute discretion.

23. ASSIGNMENT/ TRANSFER OF ALLOTMENT

- 23.1. Upon making payment of 30% of Total Price, the Allottee may assign or transfer the allotment and his/her/their interest and obligations under this Agreement in favour of any third party as per the terms mutually agreed between the Allottee and such third party.
- 23.2. The Promoter may, at its sole discretion, on receiving 30% of Total Price and up to date payment of other dues (if any), subject to applicable laws/ notifications or any government directions as may be in force, permit the Allottee to get the name of such third party substituted in his/her/their place subject to the compliance of terms and conditions contained herein and on payment of transfer charges/processing fees, as may be determined by the Promoter from time to time.
- 23.3. Before effecting any subsequent transfer of the Apartment by way of sale or otherwise, after execution and registration of Conveyance Deed, the Allottee shall be required to

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obtain prior 'No Objection / No Dues Certificate' from the Promoter or the Maintenance Agency, as the case may be, with respect to the clearance of outstanding Maintenance Charges.

- 23.4. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment/ nominations. In the event of any imposition of executive instructions at any time after the date of the application to restrict the transfer/ assignment / nominations by any competent authority, the Promoter will have to comply with the same and the Allottee has specifically agreed to the same.

24. ALLOTTEE'S HOME LOAN

- 24.1. In case the Allottee wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the said Apartment, the Promoter shall facilitate the process subject to (a) the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only; (b) the responsibility of getting the loan sanctioned and disbursed as per Payment Plan will rest exclusively on the Allottee; and (c) in the event of non-sanctioning of loan or delay in loan disbursement, due to any reason whatsoever, the timely payment of due amounts shall be ensured by the Allottee.
- 24.2. Irrespective of whether the loan sanction/disbursement process is in progress or loan sanctioned but not disbursed is obtained or not, the Allottee shall be liable to pay to the Promoter on the due instalments as per agreed payment plan and in the event, if there is any delay in making payments, the Allottee shall be liable to pay interest on the outstanding / unpaid instalments as provided in this Agreement.

25. 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 Apartment and parking (if applicable).

26. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties concerned in said Agreement. Further, the Promoter shall not be bound by any hand written annotations or any other amendments / alterations / modifications other than what is in a final printed version. In the event any Agreement is received with any hand written annotations or any other amendments /alterations /modifications made by the Allottee, such agreement may be cancelled by the Promoter at its sole option. However, the Promoter may, in its sole discretion, choose to send a new agreement to the Allottee and the processing fee in such an event shall become due and payable again by the Allottee.

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

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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 Apartment and parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment and Car Parking Space in case of a transfer, as the said obligations go along with the Apartment and car parking for all intents and purposes.

28. WAIVER IS NOT A LIMITATION TO ENFORCE

- 28.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach/payment default made by the Allottee by not making the 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 the 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.
- 28.2. 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.

29. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30. 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 in the 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.

31. FURTHER ASSURANCES

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

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32. 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 in Gurugram. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the Act at Haryana. Therefore, this Agreement shall be deemed to have been executed at Haryana.

33. NOTICES

- 33.1. 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, by an e-mail, at their respective addresses or provided email addresses specified below:

To Allottee:

Name of Allottee:

(Allottee(s) Address):

(Allottee's email address):

To Promoter:

MNB Build Fab Private Limited

Plot No. 5P, 2nd Floor, Sector 43 Golf Course Road Gurugram

Email address:

- 33.2. 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, by an e-mail, , failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

34. 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 to consider as properly served on all the Allottees.

35. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

For MNB BUILD FAB PVT. LTD.

36. 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 laws of India subject to the exclusive jurisdiction of the Courts in Haryana.

37. DISPUTE RESOLUTION

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

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 _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

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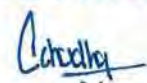
SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT

(1)	Nature of the Unit		Residential Apartment
(2)	Apartment	No.	
		Category	4 BHK (Type A)/ 4 BHK (Type B)/ 4 BHK (Type A1)
(3)	Carpet Area (sq. m)		
(4)	Balcony area (sq. m) (not part of the carpet area)		
(5)	Verandahs area (sq. m) (not part of the carpet area)		Not Applicable
(6)	Open terrace area (if any)		
(7)	Floor No.		
(8)	Total Built-up Area (sum of carpet area, balcony area, open terrace area (if any) and proportionate share of the common areas excluding car parking space area)		
(9)	Car Parking Space - 1		
(10)	Car Parking Space - 2		
(11)	Car Parking Space Location		Basement -1

Note: The Parties agree that the Apartment is being sold by the Promoter on the Carpet Area basis only. Total Built-up Area of the Apartment is mentioned hereinabove for the purpose of determination of Maintenance Charges.

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SCHEDULE 'B'
LAYOUT PLAN OF THE APARTMENT

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SCHEDULE 'C'
PAYMENT PLAN

For MNB BUILD FAB PVT. LTD.


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SCHEDULE 'D'
SPECIFICATIONS
(WHICH ARE PART OF THE APARTMENT)

For MNB BUILD FAB PVT. LTD.


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SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)

For MNB BUILD FAB PVT. LTD.


Auth. Sign.