

"All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (the Act) and the Haryana Real Estate (Regulation and Development) Rules, 2017 (The Rules) made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules. "

Agreement No. _____

Tower _____ Apartment No. _____ Floor _____

AGREEMENT FOR SALE

This Agreement for Sale together with all schedules and Annexures ("**Agreement**") is executed at New Delhi on this ____ day of _____, 20____.

AMONGST

SPLENDOR LANDBASE LIMITED, a Company registered under the provisions of the Companies Act, 1956 and having its registered office at Unit Nos.501-511, Splendor Forum, 5th Floor, District Centre, Jasola, New Delhi – 110025 (hereinafter referred to as "**Company / Developer**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its representatives, nominees, successors and assigns and all those claiming through it.

AND

(FOR INDIVIDUAL)

1.Mr./Mrs./Ms _____

Son/Wife/Daughter of _____

Resident of _____

Permanent Account Number _____ Aadhaar No. _____

JOINTLY WITH (*)

1.Mr./Mrs./Ms _____

Son/Wife/Daughter of _____

Resident of _____

Permanent Account Number _____ Aadhaar No. _____

COLLECTIVELY WITH ()**

1. Mr./Mrs./Ms _____

Son/Wife/Daughter of _____

Resident of _____

Permanent Account Number _____ Aadhaar No. _____

*(To be filled up if the allotment is in joint names)

** (To be filled up if the allotment is in collective names)

hereinafter referred to as the "**Allottee**", (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives and all those claiming through them).

(FOR PARTNERSHIP FIRMS)

M/s. _____ a
partnership firm duly registered under The Indian Partnership Act, 1932 having its office
at _____

_____ through

its authorised partner Shri/Smt. _____

Son/Wife/Daughter of _____

Permanent Account Number _____ Aadhaar No. _____

(hereinafter referred to as "**Allottee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators, legal representatives, attorneys, successors, assigns and all those claiming through it).

(FOR HINDU UNDIVIDED FAMILY)

M/s. _____, a Hindu Undivided Family, having its
residence at _____

_____, acting through its Karta, _____ Son/Wife/Daughter
of _____, hereinafter referred to as the

"Allottee", (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its coparceners, executors, administrators, successors, legal representatives and assigns and all those claiming through it).

Permanent Account Number _____ Aadhaar No. _____

(FOR COMPANIES/LLP)

M/s. _____ a Company/LLP
registered under the provisions of the Companies Act, 1956/LLP under the provisions of LLP Act, 2008
having its Registered Office at _____ acting
through its Authorised Signatory/Partner Shri/Smt. _____

duly authorised vide Board of Director's Resolution dated _____ (hereinafter referred to as
"**Allottee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to
include its executors, administrators, legal representatives, attorneys, successors, assigns and all those
claiming through it).

Permanent Account Number _____

The parties to this Agreement i.e. the Company and the Allottee are hereinafter collectively referred to as the **"Parties"** and sometimes individually referred to as **"Party"**.

WHEREAS;

- A. The Company is the owner of all that piece and parcel of free hold land totally admeasuring 66004.29 sq. meters i.e. 16.31 Acres situated at Village Ajijulapur, Tehsil and District Panipat, Haryana falling in Sector – 19, Panipat, Haryana (hereinafter referred to as "Said Land") vide Sale Deed dated 19/06/2014 registered as document no.2223 at the office of the Sub -Registrar, Panipat.
- B. The Company had applied for and obtained license bearing no. 37 of 2008 dated 25.08.2008 (hereinafter referred to as the "Said Licence") from Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as "DTCP") for development of a Group Housing Colony on the Said Land. The Company had also applied for and obtained duly sanctioned revised plans for the said Group Housing Colony from the DTCP vide Memo No.ZP-390/SD(DK)/2015/17318 dated 10/09/15.
- C. The Company had envisaged a Group Housing Colony by the name and style of "Splendor Grande" to be developed on the Said Land (hereinafter referred to as the "Said Project"). At present the Company is developing Phase - I of the Said Project comprising of two high rise towers (i.e. Tower B1 & A3) and six low rise towers, required basement, common planned area, green area, car parking with all the essential basic services alongwith construction of EWS Flats, commercial units and community buildings with all external, internal services as elaborated in the present Agreement on land admeasuring 6.736 Acres i.e. 27,261 sq. mtrs. out of the Said Land (hereinafter referred to as the "Phase – I of the Said Project").
- D. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the Said Land on which Project is to be constructed have been complied with.
- E. The Company has registered Phase – I of the Said Project with the Haryana Real Estate Regulatory Authority under the provisions of Act and Rules vide registration number is 362(a) of 2017 dated 01.01.2018. Any future approval that may be required for during the course of development shall be obtained by the Company as and when necessitated by the applicable laws.
- F. The Company is undertaking the construction and development of Phase – I of the Said Project in accordance of applicable laws and as per approvals obtained in the manner so deemed fit by the Company.
- G. The Allottee has seen, satisfied himself and accepted all the plans, designs, materials to be used, features of the construction etc. of the Said Project including but not limited to Phase – I of the Said Project and further has already inspected Sanctioned building Plans and all the Approvals (defined hereinafter) as received from the competent authorities in relation to the Said Project including Phase – I of the Said Project.
- H. The Allottee after due inspection of the Project site, documents, ownership records of the Said Land as well as all specifications, designs, features etc., as well as all other aspects of the Phase – I of the Said Project, had approached the Company seeking allotment of an apartment in Tower _____ of Phase – I of the Said Project vide Application bearing no. _____ dated _____ and in pursuance of which the Company has accepted the request of the Allottee and has duly allotted an Apartment bearing no. _____ in Tower _____ on the _____ floor having carpet area of _____ sq. ft. and super area of _____ sq. ft. in Phase – I of the Said Project alongwith _____ number of reserved parking (if applicable) and pro rata share in the Common Areas as defined under Rule 2(1)(f) of the Rules, 2017 (hereinafter

referred to as the "Said Apartment" more particularly described in **Schedule A** alongwith floor plan of the Said Apartment which is annexed as **Schedule B**, excluding any areas reserved / restricted for any other Allottee or otherwise transferable by the Company to any third party and/or retained by the Company as per applicable laws, subject to the terms and conditions mutually agreed by the between the parties and contained in this Agreement hereinafter.

- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- K. 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.
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment for Residential usage.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein;

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Applicable Laws" shall mean shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
- (c) "Approvals" shall means and include any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the said Project.
- (d) "Common Areas and Facilities" shall mean such areas and facilities in the Said Project which are meant for common use, enjoyment and access of the Allottees at the Said Project, as defined under Rule 2(1)(f) of the Rules, but excludes areas therein which are to be reserved / restricted for any other allottee at the Said Project or otherwise transferable by the Company to third parties as per Applicable Laws, such as shops, commercial areas, EWS Apartments, school plots, etc.
- (e) "Competent Authority" shall mean any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Said Project.
- (f) "Force Majeure Event" shall mean but not be limited to (a) war, flood, drought, cyclone, earth quakes or any calamity caused by nature, (b) court orders, Govt. policies, guidelines, decisions, time taken by statutory authorities to grant permissions, approvals, Occupancy Certificate etc. affecting the development Phase – I of the Said Project, and/or (c) any other act, even which is beyond the control of the Company inspite of the Company exercising proper due diligence.

- (g) "Government" means the Government of the State of Haryana;
- (j) "Non-Refundable Amount" shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Company to the broker in case the booking is made by the Allottee through a broker and (iii) any taxes, charges, etc. paid by the Company to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (v) administrative charges as per Company policy.
- (k) "Pass Through Charges" shall refer to all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as meter charges, interest free maintenance security, GST, property tax, land under construction tax, krishi kalyan cess, swachh bharat cess or similar taxes / charges, or any future increase thereof or imposition by Competent Authority.
- (l) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (m) "Restricted/Limited Common Areas" such areas that are earmarked and designated for the use of any particular unit / apartment owner to the exclusion of all others.
- (n) "Section" means a section of the Act.

INTERPRETATION

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply-

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity.
- (c) References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement.
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction.
- (e) To the extent to which any provision of this Agreement conflicts with its schedule or any provision of the brochure and/or Application, the provision of this Agreement will prevail.
- (f) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (g) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- (h) 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. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

- (i) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (j) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (k) Any reference to the word 'year' or 'annum' means 12 (twelve) months.
- (l) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- (m) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

1. BROAD AGREEMENT / TERMS

- 1.1. In consideration of the payment made and/or to be made by the Allottee to the Company in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated hereinafter, the Company hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment alongwith parking (if applicable) as specified in Recital Clause H above.
- 1.2. The total price for the Said Apartment alongwith ____ number of reserved parking based on carpet area alongwith proportionate rights in the Common Areas and facilities of the said Project is as defined hereinbelow.
- 1.3. The Total Price for the Said Apartment is Rs. _____ (Rupees _____) ("**Total Price**").

The breakup and description of the Total Price is as follows:

Components	Amount [in Rupees (₹)]
Basic Selling Price at rate of ₹ _____ per square feet of the carpet area of the Said Apartment	
For right to use ____ nos. car parking space of approximate size _____ sq. ft each	
Preferential location charges (mention breakdown of charges for multiple PLC determinants (for clarity plus in case of exchange/upgrade)	
Development Charges:	
External development charges at the rate of ₹ _____ per sq. ft.	
Internal development charges at the rate of ₹ _____ per sq. ft.	
Such other costs as specified in Schedule C	
Cost of the Apartment	
Additional Amounts	
Prevailing Applicable Taxes, as on date of execution of this Agreement	
Total Price	

The Allottee acknowledges that in addition to the payment of the aforementioned amounts, he shall :

- (i) make payments towards all other third party charges including but not limited to the stamp duty and statutory registration charges at the time of offer of possession of the Said Apartment, to enable the conveyance of the Said Apartment in favour of the Allottee;
- (ii) pay maintenance charges in advance for the maintenance of common areas (as referred to in Clause 9.2 herein) to the Company or its nominee at the time of offer of possession; and
- (iii) pay to the Company or its nominee an Interest Free Maintenance Security (IFMS) of ₹ _____ per square feet of the _____ Area, at the time of offer of possession of the Unit.
- (iv) any other chargers/ amounts as may be specifically provided in this Agreement

Explanation:-

- i. The Total Price above includes the booking amount paid by the Allottee to the Company towards the Said Apartment alongwith parking, if any.
- ii. The Total Price includes taxes, cesses, fees, charges, levies etc. consisting of tax paid or payable by the Company by way of Goods and Services Tax (GST), Service Tax Cess, BOCW or any other similar taxes, charges, cesses, levies etc. which may be levied and/or are leviable, in connection with the construction and development of Phase –I of the Said Project payable by the Company, by whatever named called upto the date of handing over of the possession of the Said Apartment to the Allottee and the Common Areas of the said Project to the Association of allottees, after obtaining necessary approvals from the competent authorities for the purposes of such possession.

Provided that in case there is any change//modification in the taxes, levies, charges, fees, and/or introduction of any new tax, levy, charges, cess, etc. the subsequent amount payable by the Allottee to the Company shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in taxes, cesses, levies, charges etc. after the expiry of the scheduled date of completion of the said Project as per the registration under the Act and Rules (which shall include any extension of registration as may be provided), the same shall not be charged from the Allottee.

- 1.4. The Total Price of the Said Apartment along with parking, if applicable includes recovery of price of land, development/construction of (not only the Apartment but also) the Common Areas and facilities, Internal Development Charges, Infrastructure Augmentation Charges, External Development Charges, taxes / fees / levies etc. cost of providing electrical wiring, electrical connectivity to the Said Apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and other facilities, amenities, specifications to be provided within the Said Apartment and Said Phase-I, in the present Agreement, however, notwithstanding anything contrary in this Agreement, shall at all times exclude the cost of construction of Restricted Common Area. It is further agreed that the Total Price of the Said Apartment shall not include the maintenance cost for the Common Areas and facilities of the said Project, etc. which shall be payable by the Allottee in terms of the Maintenance Agreement to be executed between the Allottee and the Company and/or its nominee.
- 1.5. The Allottee has paid a sum of ₹ _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Said Apartment alongwith parking (if applicable) at the time of application; the receipt of which the

Company hereby acknowledges. Subject to the terms of the Agreement and the Company abiding by the construction / development milestones, the Allottee shall be obligated to pay the installments by the due dates and in the manner specified under the time linked milestones and / or construction link milestones as provided in Schedule of Payments i.e. **Schedule C** herein, and the Company shall raise invoices for the same. Any invoice in respect of construction linked milestones shall, inter alia, state the corresponding construction stage. In addition, the Company 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.

It being further clarified that the Company shall not be under any obligation to send reminders for making of any payments as per the Schedule of Payments and/or for the invoice raised by the Company. If the Allottee fails to pay any installment within the stipulated time the same shall constitute Event of Default under this Agreement as specified hereinafter and the Company may, at its sole discretion may terminate this Agreement in the manner provided hereinafter and the consequences entailed therein shall follow. The Company may at its sole discretion, grant a grace period from the respective due date to the Allottee to make the said payment, However, the Allottee shall be liable to pay Interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws / Rules) from the due date till the date of such payment is actually received by the Company.

Any overdue payments so received will be first adjusted against Interest, then towards statutory dues and subsequently towards outstanding principal amounts. It is hereby clarified that acceptance of delayed payment shall not be construed as waiver of any of the rights / remedies available with Company under this Agreement which may arise from such default.

- 1.6. The Allottee has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Company, whichever is earlier as per Section 194IA in the Income Tax Act, 1961. The Allottee shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to submit the TDS certificate to the Company on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee shall be liable to pay Interest on TDS payment plus applicable indirect taxes (if any) from the due date till the date such certificate is actually received by the Company.
- 1.7. If any of the payment cheques of the Allottee deposited by the Company gets dishonored for any reason whatsoever, the Company shall send notice to the Allottee to make good the default within 30 (thirty) days and if the Allottee fails to rectify the default within the notice period, the Company shall be fully entitled, at its sole discretion, to terminate this Agreement and forfeit the entire Earnest Money and Non-Refundable Amount out of the total amounts paid by the Allottee to the Company till that date and balance money (if any) will be refunded by Company, without any interest or any compensation for any consequences thereof, and the Allottee shall have no other claim whatsoever against Company. However, the Company may, at its sole discretion, without prejudice to such right of termination, charge cheque dishonor charges of ₹_____ for dishonor of any payment cheque for first instance and for second instance the same would be ₹_____. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only. In the event of dishonor of any payment cheque the Company has no obligation to return the original dishonored cheque.
- 1.8. The Company may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. 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 Company unless agreed upon by the Allottee.

- 1.9. The Total Price is escalation free, save and except increase which the Allottee hereby agrees to pay due to increase on account of development charges payable to any competent authority and/or any other increase in charges which may be levied and imposed by the Competent Authority from time to time and/or on account of change in any specification, requirements of the Said Apartment and/or Said Project as notified by the Competent authority and/or on account of change in any legislation. The Company while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities 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 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.
- 1.10. The Company shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Said Apartment and the Phase – I of the Said Project is complete and the occupancy certificate is granted by the Competent Authority for the Phase – I of the Said Project, by furnishing details of the changes, if any, in the Carpet Area. If there is reduction in the carpet area which is not more than 5%, the Company shall refund the access money paid by the Allottee within 90 days with interest from the date when such access amount was paid by the Allottee. If there is any increase in the Carpet Areas, which is not more than 5%, the Company may demand from the Allottee the enhanced consideration, which shall be raised as per the next milestone of the Schedule of Payments and/or vide an additional demand to be paid within a period of 15 (fifteen) days of raising of such demand. All monetary adjustments whether increase or decrease, shall be made at the same rate per sq. ft. as agreed in the present Agreement.
- 1.11. Subject to strict adherence by the Allottee of all the terms and conditions under the said Agreement, the Company agrees and acknowledges that the Allottee shall have the right to the Said Apartment as mentioned below:-
- i. The Allottee shall have exclusive ownership of the Said Apartment alongwith right to use confirmed reserved parking' if any as provided for in the present Agreement;
 - ii. The Allottee shall also have right to use undivided proportionate share in the Common Areas of the Phase – I of the Said Project as provided in the Act and Rules except Restricted / Limited Common Area. Since the share/interest of the Allottee is undivided and indivisible, the Allottee shall use the Common Areas alongwith other allottees, maintenance staff etc. without causing any inconvenience or hindrance to them.
 - iii. The Allottee agrees and acknowledges that the rights under and in relation to the un-allotted areas interalia car parks and club facility, as applicable, shall solely vest with the company, it is hereby clarified that the company shall have the sole rights and authority to deal with the aforementioned areas/buildings/facilities.
 - iv. The Allottee shall have the right to visit Phase – I of the Said Project with prior written intimation of minimum of __ days to the Company to assess the extent of development of Phase – I of the Said Project and his Unit. Such prior intimation is necessitated in order to insure the safety of the Allottee on account of the ongoing construction work.

v. It is made clear by the Company and it is duly accepted by the Allottee that the Said Apartment alongwith parkings so reserved for it shall be treated as a single indivisible Unit of all purposes at all times.

- 1.12. The Company agrees to pay all outstanding payments before transferring the physical possession of the Said Apartment to the Allottee which it has collected from the various allottees for the payment of outgoing (including municipal or local taxes, charges for water, electricity, etc. mortgage, loan and interest on mortgages or other encumbrances and such other liabilities payable to competitive authorities, bank, financial institutions which are related to Phase – I of the Said Project. In case for any reason whatsoever the company is unable to pay all or any outgoing collected from the Allottees or any liability, mortgage, interest etc. thereon before transferring the said Project through Association, the company shall continue to be liable, even after transfer of the said Project to pay such outgoing and charges, if any, to any appropriate authority and the entity to whom they are payable.
- 1.13. It has been specifically agreed between the Parties that 10% of the Total Price payable shall be construed, considered and treated as earnest money under this Agreement ("Earnest Money"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under this Agreement.

2. MODE OF PAYMENT

- 2.1. All payments required to be made by the Allottee shall be made by cheque / demand draft / pay order / wire transfer, payable at par drawn in favour of "Splendor Landbase Ltd. Grande Collection A/c" and/ or any other account as stipulated by the Company from time to time. The Allottee shall mention his/her/its name, Unit number applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Allottee to provide the wire details to Company. The Allottee shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order, which may be imposed by the Competent Authority, as and when demanded by the Company.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES

- 3.1 The Allottee clearly and unequivocally confirm/s that in case remittances related to the Gross Amount payable of the Said Apartment are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or statutory enactments or amendments thereof and all applicable laws and the rules and regulations of the Company and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable. Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee.
- 3.2 The Company accepts no responsibility in this regard and the Allottee shall keep the Company fully indemnified and harmless from and against any claims, demands, actions, expenses etc. caused to it for any reason whatsoever in this regard. The Company shall not

be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the Said Apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only. Whenever there is a change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate in writing to the Company immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

- 3.3 The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Allottee under this Agreement towards the Said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations"). The Allottee further declare/s and authorize/s the Company to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided Is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree/s and confirm/s that in case the Company becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Said Apartment neither have any claim/demand against the Company, which the Allottee hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Allottee shall be refunded by the Company to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Company a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Company to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment and the Allottee undertakes not to object/ demand/ direct the Company to adjust his payments in any manner.

5. TIME IS ESSENCE

The Company shall abide by the time schedule for completing the Phase –I of the Said Project as disclosed at the time of registration of Phase –I of the Said Project with the Authority and towards handing over the Said Apartment alongwith parking (if applicable) to the Allottee and the common areas to the association of allottees of the Said Project or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION / DEVELOPMENT OF PHASE – I OF THE SAID PROJECT

- 6.1. The Allottee has seen all relevant documents enclosed as sought by him and provided by the Company and uploaded on the website of the Company as well as has inspected all relevant record with the Company including but not limited to the title documents, license, sanctions, approvals, the lay out plan, building plans, permissions, etc. for the Project and has identified the Said Apartment therein. The floor plans of the Said Apartment have been already provided in the said Agreement. The Allottee is fully satisfied in all respect with regard to the right, title, area, all other stated facts including authority of the Company to construct and develop the Said Project including the Phase -I of the Said Project and to enter into this Agreement and allot/sell or transfer the ownership rights in the saleable area/unit(s) in the Phase -I of the Said Project, in full or in parts, on such terms as they deem fit and receive the consideration for such allotment/sale or transfer and has understood all limitations and obligations in respect thereof. The

Allottee has completed his due diligence with respect to the Said Apartment and has satisfied himself in every possible respect including but not limited to title, construction, quality of construction, as well as the designs, specifications of the Said Apartment and all other details pertaining to the Said Land/Said Project including the Phase - I of the Said Project.

- 6.2. The Company shall develop Phase - I of the Said Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana State laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, Applicable Laws and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Company 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.
- 6.3 The Allottee agrees and understands that some portion of Phase -I of the Said Project area are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, convenient shopping, club/community centre etc., as approved by the Regulatory Authority. The Allottee agrees and consents that the Allottee has no objection to such earmarked portions of such land for apartments for economically weaker sections (EWS) of the society, convenient shopping, club/community centre etc., etc. as well as to their construction which shall be carried on by the Company. The Allottee agrees and confirms that the Allottee shall not have any right, title or interest in any form or manner in the land earmarked for EWS apartments, convenient shopping, club/community centre etc., the buildings constructed thereon and facilities provided therein. Further, the Allottee hereby agrees not to have any claim or right to any commercial premises / buildings or interfere in the matter of booking, allotment and sale of apartments for EWS, convenient shopping, club/community centre etc., or in the operation and management of shops, nursery schools, commercial premises/buildings etc.

7. COMPLETION OF CONSTRUCTION AND POSSESSION OF THE SAID APARTMENT

- 7.1. Subject to the Allottee abiding by all the terms and conditions under this Agreement including but not limited to timely payment of all installments in terms of the Schedule of Payments as well as other charges, levies etc. as provided for in this Agreement, the Company shall complete the commencement of construction of the Said Tower in which the Said Apartment is situated by 31st December 2021 with a grace period of 3 months. If however the completion of the Said Apartment and/or the Phase – I of the Said Project is delayed due to force majeure conditions, then the Allottee agrees that the Company shall be entitled to extension of time of delivery of possession of the Said Apartment to the extent that the force majeure conditions ceases. The Company upon completion of the construction of the Phase – I of the Said Project shall apply for Occupancy Certificate of the Phase – I of the Said Project with the competent authority while it shall initiate finishing activities with respect to the said Tower in which the Said Apartment is situated. The obligation of the Company for completion shall be deemed to have been achieved upon the Company applying for Occupancy Certificate for the said Phase (Completion Time).

The Allottee agrees and confirms that in the event it becomes impossible of the Company to complete the said Tower within which the Said Apartment is situated, within the time frame stipulated in this agreement, due to force majeure conditions, then the Company shall be entitled to terminate the present Agreement and refund to the Allottee the entire amount received by the Company (other than payments to third parties such as Pass Through Charges, brokerage, etc.), within such time period as defined in the Act or Rules from the date of termination, without any interest. After refund of money to the Allottee, the Allottee agrees that he/she shall not have any rights, claims, etc. against the Company and/or the Said Apartment and/or the said Project and the Company shall be released and

discharged from all its obligations and liabilities under this Agreement. It is specifically agreed and understood that time taken by the competent authority in granting Occupation Certificate after making application for Occupation Certificate shall not be deemed delay on the part of the Company.

- 7.2. The Company upon obtaining the Occupancy Certificate or part thereof of the building blocks in the Phase - I of the Said Project within which the said Apartments is situated from the competent authority, shall within 15 (fifteen) days thereof, shall offer in writing, the possession of the Said Apartment to the Allottee in terms of this Agreement vide a Final Call Letter. The Company shall provide on demand a copy of the Occupancy Certificate for the said Building within which the Said Apartments is situated at the time of execution of the conveyance deed.

- 7.3. Upon receiving written intimation from the Company the Final Call letter for offer of possession as provided hereinabove, the Allottee shall within 15 (fifteen) days thereof clear all outstanding payments, dues etc. for the Said Apartment as payable in terms of this present Agreement. Upon clearance of all outstanding payments, dues, charges, stamp duty, registration charges etc. payable for the said Apartments in terms of this Agreement and executing all necessary indemnities, undertaking and/or such other documentation as may be provided in this Agreement and/or required by the Company, the Company shall within 30 (thirty) days thereafter complete all final finishing works for the said Apartments and the Company shall give possession of the said Apartments to the Allottee. Final finishing works shall mean and include final coat of paint in the said Apartment, installation of all fittings and fixtures, flooring, etc. and the same shall be undertaken just prior to handing over of the possession of the said Apartment to the Allottee to ensure that the said Apartment is handed over in prime condition without any wear and tear to fittings and fixtures on account of non-usage. In case the Allottee fails to comply with the essential documents, undertaking etc. to be provided and/or fails to execute the same and/or fails to take possession within the time period as provided in the final offer of possession sent by the Company, such Allottee shall be liable to continue to pay interest for delayed payment, maintenance charges, as well as holding charges as defined hereinafter till such time the Allottee takes over possession in terms of the present Agreement.
- 7.4. It is expressly agreed between the Parties that upon receipt of the offer of final possession from the Company, and prior to taking over possession, the Allottee shall fully satisfy himself with respect to the construction undertaken of the Said Apartment and the Phase - I of the Said Project including but not limited to the quality of construction, the specifications of the Said Apartment as committed under this Agreement and after doing so shall acknowledge the same in writing to the Company. It is further specifically agreed that after the taking over of possession of the said Apartment, the Allottee shall not be entitled, at any time thereafter, to raise any dispute, objections or contention whatsoever in this regard.
- 7.5. It is agreed between the parties that after the receipt of the offer for final possession vide the Final Call letter from the Company, in case the Allottee fails to come forth to complete all possession formalities including but not limited to execution of all necessary documents, declarations, undertakings etc., payment of all outstanding dues, stamp duty etc., taking over of possession of the Said Apartment and execution of the Conveyance Deed with the Company as per the format prescribed and registration, the Allottee shall become liable, in addition to payment of all maintenance charges payable for the upkeep and maintenance of the Said Project, taxes, assessments, cesses, property tax, interest on delayed payments, etc., proportionately payable for the said Apartment, to pay holding charges, as applicable per month to the Company and/or Maintenance Agency (as applicable) as determined by the Company / association of allottees / competent authority, as the case may be, which shall be payable upto the date of completion of all possession formalities by the Allottee as prescribed by the Company and taking over of possession of the Said Apartment. The Allottee shall also thereafter be solely responsible for the Said Apartment including any loss or damage to the said Apartment arising from deterioration, damage or decrease in value of the said Apartment, without any recourse to the Company.
- 7.6. The Company shall, on receipt of the payment of all balance dues towards the said Apartment including but not limited to any interest charges, stamp duty and registration charges for the Conveyance Deed together with all dues, outstanding and arrears thereto and any other charges that may be payable at the relevant time as may be intimated by the Company, execute and register the Conveyance Deed in favour of the Allottee together with proportionate share in the Common Areas of the said Project within 3 (Three) months and no later than 6 (Six) months (subject to the availability of the Allottee for the registration of the Conveyance Deed) from the date of taking over of possession by the Allottee in terms of this Agreement. All costs, charges, expenses, etc. towards the execution and registration

of the Conveyance Deed including but not limited to documentation, charges, printing, stamp duty, registration, and other miscellaneous Expenditure as may be required for execution and registration of the Conveyance Deed shall be borne by the Allottee solely. In the event the Allottee fails to pay the said costs, charges, expenses etc. to the Company or such third party, authority, etc. as may be directed by the Company, the Company shall be entitled to postpone the execution and registration of the Conveyance Deed and handing over of possession of the said Apartment, till such time the Allottee pay all such costs, charges, expenses etc. The delay cost or penal action undertaken by the authority, etc. on account of the above shall not under any circumstances be attributed to the Company in any manner whatsoever and shall be the responsibility of the Allottee solely.

7.7. Cancellation by the Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Phase – I of the Said Project in terms of this Agreement as provided in the Act and Rules:-

Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the Company, the Company herein is entitled to forfeit the booking amount paid for the allotment of the Said Apartment alongwith Non-Refundable Amounts and interest component on delayed payment (payable by the Allottee for breach of the agreement and non payment of any due payable to the Company). The rate of interest payable by the allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the company to the allottee within such time period as defined in the Act and Rules of such cancellation, without any interest and/or compensation of any nature whatsoever. It is however agreed and understood by the Allottee that the Allottee shall not be allowed to cancel/withdraw from his allotment in the Phase – I of the Said Project after the Company has applied for the Occupation Certificate for the said Tower within which the said Apartment is situated.

7.8. Compensation

The Company shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Phase – I of the Said Project is being developed, in the manner as provided under the Act.

7.9. Events of Defaults and Consequences

Expect for occurrence of Force Majeure Events / Conditions as defined in this Agreement, if the Company fails to complete and / or is unable to give ready to move in possession of the Said Apartment alongwith parking, if applicable to the Allottee

- a. in accordance with the terms of this Agreement within the time frame as defined for completion of the Said Apartment; or
- b. due to discontinuation of the business of the Company as a developer on account of suspension or revocation of the registration under the Act and Rules; or
- c. for any other reason attributable to the gross negligence and/or intentional breach by the Company of the terms of this Agreement which materially impact the ability of the Company to deliver the Said Apartment to the Allottee as per the terms of this Agreement in the time frame stipulated in the present Agreement ;

In case default occurs by the Company or conditions listed above, the Allottee shall be entitled to stop making further payments to the Company as demanded by the Company till such time the required milestone of construction against the

corresponding payment is completed. If the Allottee stops making payments, the Company shall correct the situation and complete the pending construction milestones up to the date of default and only thereafter within a period of 15 (fifteen) days of intimation of completion of the delayed milestone, the Allottee shall be required to make the next payment without any interest.

In case of termination for reasons specified in Clause 7.9 (a-c) hereinabove, the Company shall be liable on demand of the Allottee, in case the Allottee wishes to withdraw from the Said Project, to return the total amount received by the Company with respect to the said Apartment with interest (excluding brokerage, if any and Pass Through Charges) within the time period as provided in the Act and Rules. Upon receipt of refund of all monies paid by the Allottee, the Allottee shall have no further claims, rights, interest etc. the said Apartment and/or the Said Project and/or towards the Company in any manner whatsoever.

Provided that where the Allottee does not wish to withdraw his allotment from the Phase – I of the Said Project, the Company shall pay to the Allottee within such time period as defined in the Act and Rules, Interest at the rate as provided in the Act and Rules for every month of delay, till the handing over of the possession of the Said Apartment.

7.10 Events of Defaults by the Allottee and Termination of Agreement

7.10.1 The occurrence, happening or existence of any of following events shall be considered as "Allottee's Event of Default":-

- i. The Allottee fails to make payments for 2 (two) consecutive demands made by the Company as per the Schedule of Payments as annexed alongwith this Agreement, despite notice being sent by the Company for such demand;
- ii. The Allottee fails to make payments towards any additional charges as may be required to be paid by the Allottee as per the present Agreement and/or as per Applicable Law despite notice being sent by the Company for such payment.

7.10.2 In case of occurrence of any default as stipulated hereinabove, the Allottee shall be liable to pay interest to the Company on the unpaid amount at the rate of interest as prescribed in the Rules, till such time the default is duly rectified by the Allottee. In case the default of the Allottee under any of the above conditions continues for a period of more than 90 days after written notice is sent to the Allottee calling upon him to rectify any such defect as stated hereinabove (in whatever form) ("**Allottee's Default Notice**"), the Company shall be entitled to terminate the present Agreement with 30 (thirty) days prior written notice of cancellation.

7.10.3 On and from the date of such termination (i.e. date of expiry of the termination notice period of 30 (thirty) days) on account of Allottee's Event of Default as mentioned herein above ("**Termination Date**"), the Parties mutually agree that :-

- (i) The Company shall, out of the entire amounts paid by the Allottee to the Company till the Termination Date, forfeit the Earnest Money and the Non-Refundable Amount;
- (ii) The Allottee would also be required to discharge any taxes applicable on forfeiture including but not limited to GST.
- (iii) After the said forfeiture, the Company shall refund the balance amounts, if any, to the Allottee or to his banker / financial institution, as the case may be within a period 90 (ninety) days, without any interest and/or compensation.

- (iv) On and from the Termination Date, the Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever either in respect of the Said Apartment or under this Agreement and the Company shall be released and discharged of all its liabilities and obligations under this Agreement.
- (v) On and from the Termination Date, the Company shall be entitled, without any claim or interference of the Allottee, to convey, sell, transfer and/or assign the Said Apartment in favour of third party(ies) or otherwise deal with it as the Company may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Allottee to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Said Apartment in favour of third party(ies).
- (vi) On the Termination Date, the Allottee shall also return documents in original, in respect of the Said Apartment including but not limited to the present Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

8.1 The Company to the best of its knowledge as on date hereby represents and warrants to the Allottee as follows:

- (i) The Company has absolute, clear and marketable title with respect to the Said Land and has the requisite rights to carry out development upon the Said Land and also has actual, physical and legal possession of the Said Land for development of the Said Project including Phase -I of the Said Project.
- (ii) The Company has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Project.
- (iii) There are no encumbrances upon the Said Land or the Said Project except allotment of apartments already made in favour of existing Allottees in Phase – I of the Said Project.
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Said Project(s) or phase(s), as the case may be, as well as for the Said Apartment for Residential usage being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.

Further, the Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase-I of the Said Project and for common areas as provided under Rule 2(1)(f) of Rules, 2017.
- (v) The Company 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 prejudicial be affected.
- (vi) The Company has not entered into any agreement for sale except allotment agreements already entered into with the existing Allottees in Phase – I of the Said Project and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including Phase – I of the Said Project and the Said Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage which will, in any manner, affect the rights of Allottee under this Agreement.
- (vii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement

- (viii) At the time of execution of the conveyance deed the Company shall handover lawful, vacant, peaceful, physical possession of the Said Apartment alongwith parking (if applicable) to the Allottee, common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.
- (ix) The Schedule Property 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 Schedule Property.
- (x) The Company has duly paid and shall continue to pay and discharge undisputed 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 Phase – I of the Said Project to the Competent Authority till the offer of possession of the Said Apartment to the Allottee has been issued as per the terms of this Agreement and as per applicable laws.

9. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

- 9.1 The Allottee is aware that the Phase – I and the Said Project requires proper and periodic maintenance and upkeep and unless the Phase – I and the Said Project including its Common Areas and Facilities are maintained in proper form with neat and clean environs , the full utility of the Phase – I and the Said Project cannot be availed by the users / occupants. It is for these, amongst other reasons, that the Allottee has agreed to purchase the Said Apartment on the specific understanding that the right to use Common Areas shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Company or the Association of Allottees. The Company / Association, for the purposes of carrying out such maintenance services at the Phase – I and the Said Project, may employ / hire a maintenance agency ("Maintenance Agency") appointed for the said purposes. The Allottee agrees to comply with all rules, regulations, directions etc. framed by Company / Association / Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in the Said Project.
- 9.2 The Allottee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Phase – I and the Said Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, etc. ("Maintenance Charges") to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities-of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee agrees that, on and from the date of expiry of the time period as provided in the Notice for final possession or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay in advance every month the Maintenance Charges, as applicable. The Allottee shall also be liable to pay an interest free security deposit (IFMS) at the rate of Rs. _____ which shall be maintained for the purposes of upkeep and replacement of any capital goods in the said Project including but not limited to lifts, DG sets, electrical substation, pumps, firefighting equipment, etc. that requires replacement, upgradation, etc. The IFMS so collected from the Allottees shall be handed over to the Association as and when the Common Area and facilities are duly conveyed and handed over to the Association as per Applicable Laws subject to any deduction already undertaken due to expenses/losses incurred and unrecovered by the Company. The Allottee undertakes that he shall replenish such IFMS as and when called upon by the Company or the Association or the maintenance agency. For club operations, the Club operator would be

responsible for running the club and upkeep of the facilities thereof. The Allottee in addition to non refundable Club Membership charges, shall also be liable to pay annual subscription to the Club operator / company (whosoever be running the Club at the relevant time), which subscription shall be decided by the club operating agency at the relevant time. Upon regular payment of annual subscription, the members would be allowed to use the Club facilities and equipment. It is further agreed that the annual subscription and membership charges do not include cost of replacement of capital assets of the Club and/or the cost incurred towards additional assets, if any, procured for the Club which would be charged separately.

10. DEFECT LIABILITY

If the Allottee brings to the notice of the Company any structural defect in the said Apartment within a period of 5 (five) years from the date of taking over of possession by the Allottee, it shall be the duty of the Company to rectify such defects within such time period as stipulated in the Act and the Rules, and in the event the Company fails to rectify such defect, the Allottee shall be entitled to receive appropriate compensation in the manner provided in the Act and Rules.

Provided the Company shall not be liable for any structural/architectural defect induced and/or caused by the Allottee and/or any other Allottee/ Association/ third parties, directly or indirectly and/or for any act of the Allottee and/or any other Allottee/ Association/ third parties, which compromises and/or affects the structural and/or architectural design as originally provided by the Company with respect to the said Apartment and/or the said Tower within which the said Apartment is situated and/or the said Project and/or any damage due to wear and tear.

11. REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF THE ALLOTTEE

The Allottee represents, undertakes and confirms to the Company as under

- 11.1. The Allottee shall use the Said Apartment as per the provisions of this Agreement, and by laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Said Units in the Said Project nor for any Illegal or immoral purposes.
- 11.2. The Allottee shall from the date of expiry of the time period under the Final Call Letter or the date of execution of the Conveyance Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Said Apartment in a good and tenable state and condition. The Allottee shall carry out, at his own cost and expenses, all internal repairs to the Said Apartment and maintain the same and not do or suffer to be done anything in or to the Said Apartment or in the Said Project which may be against the rules, regulations and by laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Company or Association or the Competent Authority, as the case may be.
- 11.3. The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Said Apartment nor remove any walls or change the position of the doors and windows, increase the area of the Said Apartment whether temporary or of a permanent nature. The Allottee shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Said Apartment. The Allottee shall, with the prior written consent of the Company, be at liberty to fix safety grills on the windows of the Said Apartment, of such design as the Company may specify (so as to obtain uniformity of design in Phase – I of the Said Project. In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Company; the Company shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the Said Apartment together with any decorations, alterations, additions or

improvements in the Said Apartment made by the Allottee in contravention to the provisions of this Agreement. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the Said Apartment in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Company towards all losses, damages that may be suffered or costs, charges, fines etc, that may have to incurred by the Company.

- 11.4. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Phase – I of the Said Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 11.5. The Allottee further agrees that Company may raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables (accruing or likely to accrue there from) or in any other mode/manner by creation of charge/ mortgage on the Said Apartment subject to the condition that the Said Apartment shall be free from all such encumbrances at the time of registration of conveyance deed and handing over possession of Said Apartment to the Allottee.
- 11.6. The Allottee shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Said Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 11.7. The Allottee shall not store in the Said Apartment or bring into the Said Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Said Project or which is objected to by the Company or the Association. If any damage is caused to the Said Apartment, Common Areas and Facilities, or to the Said Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Company or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
- 11.8. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the Common Area and Facilities or any portion of the Said Project.
- 11.9. The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the Said Apartment. However, they may install UPS systems within the Said Unit.
- 11.10. The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Said Apartment or land underneath or lands forming part of Common Areas and Facilities.
- 11.11. The Allottee undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Said Project, buildings therein or Common Areas.
- 11.12. The Maintenance Agency / Association shall have rights of unrestricted access to all Common Areas and Facilities and parking spaces for providing necessary maintenance

services. The Allottee shall permit the Company, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Said Apartment or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Company, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Said Apartment at any time during day or night.

- 11.13. The Allottee agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien / encumbrance over the Said Apartment in favour of the Allottee against the Company other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that he shall not create any encumbrance, mortgage, charge, lien, on the Said Apartment, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance Deed in his favour by the Company. However, the Allottee may, for the purpose of facilitating the payment of the Gross Amount Payable and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. The Allottee may enter into such arrangements / agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Said Apartment only when the ownership / title in the same is conveyed / transferred in his favour by virtue of execution and registration of the Conveyance Deed. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance from any bank/ financial institution, the Company may issue the permission / NOC as may be liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Company, furnish an undertaking / declaration to the Company to indemnify the Company for all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Allottee to the third party(s) / banks/ financial institution. In this regard, the Company may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the said Unit. The Allottee hereby agrees that the Company shall be entitled to terminate this Agreement at the request of the Allottee's banker/financial institution in the event of any breach of the terms and conditions under the loan agreement/tripartite agreement committed by the Allottee.
- 11.14. From the date of offer of possession or the date of execution of the Conveyance Deed, whichever is earlier, and till the time each such Said Apartment in the Phase – I of the Said Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Phase – I of the Said Project, on proportionate basis in terms of this Agreement. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Company or the Association of Allottees, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 11.15. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 11.16. The Allottee hereby agrees and undertakes to be a member of the Association of Allottees to be formed of all the Unit owners in the said Project and to sign and execute the application for registration, other papers and documents necessary for the formation of and

registration of such Association. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:

- (i) The entrances in the said Project shall not be obstructed or used for any purpose other than ingress to and egress from the Said Apartment;
- (ii) The Allottee shall not make or permit any disturbing noises in the said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees/ occupants. The Allottee shall not use any loud speaker in the Said Apartment which shall disturb or annoy other occupants in the said Project;
- (iii) The Allottee shall keep the Said Apartment in a good state of preservation and cleanliness;
- (iv) Water-closets and other water apparatus in the said Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;
- (v) No bird or animal shall be kept or harboured in the Common Areas and Facilities in the Said Project. In no event shall dogs and other pets be permitted in any other part of the said Project unless they are accompanied by someone;
- (vi) No television aerial shall be attached to or hung from the exterior of the Said Apartment;
- (vii) Garbage and refuse from the Said Apartment shall be deposited in such place only in the said Project and at such time and in such manner as the Company / Association / Maintenance Agency may direct;
- (viii) The Allottee undertakes not to park his vehicles outside the said Building within which the Said Apartment is situated or any other area not specifically designated for his use as car parking. No vehicle belonging to an Allottee or guest, tenant, employee, agent of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the said Project.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (viii) herein above and such further rules and regulations as may be made out by the Company and/or Association of Allottees from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out goings as may be demanded or called upon by the Association of Allottees or Maintenance Agency, as the case may be.

- 11.17. In case of termination of this Agreement, all documents executed / received by the Allottee in furtherance thereto shall stand terminated for all intents and purposes and the Allottee shall return all documents (in original) to the Company.
- 11.18. The Allottee has seen all documents/papers as available with the Company in relation to the said Project including phase-I of the said project including but not limited to the title documents, building plans sanction and other approvals obtained from the Competent Authorities and the present Agreement is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Company over the same and quality of construction at the phase-I of the said project and after having full knowledge of the Applicable Laws, to which the Company and/or Phase – I of the Said Project are or be subject to in future. The Allottee is completely aware of and have understood all limitations/obligations / restrictions (if any) of the Company in respect thereof and confirms that he shall neither investigate the same further nor raise any objections whatsoever in this respect.

- 11.19. The Allottee further confirms having sought detailed explanations and clarifications from the Company and that the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Company, the Allottee herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.
- 11.20. The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Company or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Company or any of its sister concerns/ affiliates with respect thereto.
- 11.21. The Allottee acknowledge(s) and confirms that it has fully apprise himself with respect to the Applicable Law including but not limited to the Act and Rules and undertakes that he shall be solely liable to comply and adhere at all times with respect to all Applicable Law.

12. FORMATION OF ASSOCIATION OF ALLOTTEES

- 12.1. The Allottee understands and agrees that the Company shall form as per Applicable law, an Association of Allottees ("Association") for the Phase – I of the Said Project. The Association shall adhere to its respective bye-laws and guidelines as may be formulated by the Company in accordance with Applicable Laws. Further, the Association shall manage and conduct the affairs relating to said Project and the rights, entitlements and obligations of the Allottees with respect to the Common Area and Facilities of Phase – I of the Said Project. The Allottee shall also from time to time, be required by the Company or the Association, to sign and execute the application for membership, maintenance agreement and other papers, instruments and documents in this regard and return the same to the Company or Association within 15 (fifteen) days from the same being forwarded to the Allottee. The Allottee shall on demand pay to the Company legal costs, charges and expenses, including professional costs of advocates of the Company in connection with formation of the Association / apex body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and executing the conveyance in favour of the Association of Common Areas and Facilities as per the Act and Rules. On the formation of Association, rights of the Allottee to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Company may become a member of the Association to the extent of all unsold and/or unallotted areas and units in Phase – I of the Said Project.

13. WITHDRAWAL/SURRENDER BY THE ALLOTTEE

Save and except as provided in Clause 7.9 above, the Allottee has fully understood and agrees that in case the Allottee cancels, withdraws or surrenders his allotment, for any reason whatsoever at any point of time, then the Company at its sole discretion, shall be within its right to forfeit Earnest Money and Non-Refundable Amount. The Allottee shall approach the Company for the refund, if any, and the Company shall refund the balance amount (i.e. the refundable amount left, after deducting the Earnest Money and Non-Refundable Amounts), to the Allottee without any interest and compensation.

14. TRANSFER

- 14.1. The Allottee may, provided the Allottee is in compliance of all terms and conditions of this Agreement, transfer his rights, title and interest in the Said Apartment under this Agreement to any third person / entity. Any such transfer/ assignment/ nomination by the Allottee shall be subject to Applicable Laws, notifications/ Governmental directions; the Allottee submitting documentary proof as may be required by the Company; payment of monies due and payable by the Allottee under this Agreement; and payment of transfer / administrative fee, as applicable from time to time plus applicable taxes. The Allottee understands that the Company may grant or refuse permission, and if so granted the same shall be subject to the conditions/ compliances as may be required to be fulfilled by the Allottee. However, there shall be no transfer/ administrative charges payable if the transfer / assignment is proposed to be made in favour of a blood relative of the Allottee including

spouse, provided the Allottee submits documentary proof as may be required by Company. In case of name addition/deletion in allotment documents administrative fee, as applicable from time to time plus applicable taxes shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Allottee including spouse upon submission of documentary proof.

- 14.2. On such transfer recorded / endorsed by the Company, Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Company, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
- 14.3. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment any other usage and parking (if applicable) and the Said Project shall equally be applicable to and enforceable against and by any subsequent Allottee / Transferee of the Said Apartment/ any other usage and parking (if applicable) in case of a transfer, as the said obligations go along with the Said Apartment/ any other usage and parking (if applicable) for all intents and purposes.

15. INDEMNITY

The Allottee undertakes to indemnify and keep the Company, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") which may be faced, suffered, inflicted or incurred by the Company as consequence of breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Said Apartment due to the Allottee's willful misconduct and/or negligence. In such an event, the Allottee shall keep and hold the Company fully indemnified for the quantum of loss, penalty caused or borne by the Company, claims or demands raised on the Company due to such willful misconduct and/or negligence on the part of the Allottee.

16. MISCELLAENOUS

- 16.1 After the Company executes the present Agreement, the Company shall not mortgage or create a charge on the Said Apartment and if such charge or mortgage is created, then notwithstanding anything contained in any other law for the time being enforce, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the Said Apartment and the Company shall ensure appropriate approval/ No Objection Certificate from the appropriate financial institution/ non-banking financial institution at the time of handing over the possession of the Said Apartment.
- 16.2 The Company assures and represents that the Phase – I of the Said Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act.
- 16.3 In case the Competent Authorities grant any additional FAR / construction rights over the Said Land or part thereof, the same shall be available to the Company, to the exclusion of the

Allottee and other Allottee at the Said Project, which shall be used / enjoyed by the Company at its discretion in consonance with the Applicable Laws. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Company shall have the exclusive right and ownership on the additional FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the said Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses.

- 16.4 Until the Conveyance Deed in respect of all the Apartments in the Phase – I of the Said Project is executed by the Company in favour of prospective buyers and the Common Areas and facilities of Phase – I of the said Project is duly transferred in favour of the Association of Allottees in terms of the Applicable Law, the Company shall have control and authority in respect of all matters concerning the construction at the Said Project, including with respect to the unsold Apartments / Units and the disposal thereof and the management and administration of the Phase – I of the said Project. The Company shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold Apartments / Units and to receive consideration, however, subject to payment of all rates, taxes, cesses, assessments and outgoings in respect of such unsold Apartments / Units.
- 16.5 The Company may, either by itself and/or its nominees/associates/ affiliates also retain some said Apartments / Units in the said Project including Phase – I of the Said Project, which may be subject to different terms of use, as may be permissible under Applicable Law and the Allottee give/s his unequivocal consent for the aforesaid.
- 16.6 The Company shall have unfettered rights to deal with any areas that are retained by it, falling within the Restricted Common Areas, which are not allotted to any Apartments / Unit, including but not limited to the right to sell, let, sublet, lease, leave and license or under any arrangement to persons of his choice to use, in any manner it may deem fit, as per Applicable Law and the Allottee hereby gives its unequivocal consent for the same.
- 16.7 The Company reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the said Project (present and future) at all times and the right of access to the said Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the said Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Project and if necessary to connect the drains, pipes, cables etc. under, over or along the said Project appurtenant to each and every building / towers to be constructed at the said Project without to the extent possible obstructing or causing nuisance to the ingress and egress of the Allottee /other occupants of the said Project till such time the said Project is handed over to the Association/ apex body as the case may be as per Applicable Law.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, register the said Agreement as per the applicable provisions of the relevant laws, for which purposes the Allottee shall make himself/herself/themselves available before the relevant authority, as and when stipulated by the Company. If the Allottee fails to execute and deliver to the Company

this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company 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 Company shall be entitled to forfeit 10% of the booking amount and refund all balance amounts as deposited by the Allottee till such date within 90 (ninety) days of such cancellation, without any interest or compensation. This shall however exclude any payments made to any third parties in connection of such bookings including but not limited to brokerage charges, etc.

18. RIGHT TO TRANSFER BY THE COMPANY

- 18.1. The Company may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the said Lands or said Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws.
- 18.2. In addition to the above, the Company reserves the right to assign / transfer all or any of its rights and obligations in respect of the said Project including Phase – I of the said Project in favour of any group Company or associate Company or a subsidiary Company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the said Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new Company/entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new Company/entity in accordance with the terms hereof.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT

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

20. REGISTRATION OF AGREEMENT AND PAYMENT OF STAMP DUTY & REGISTRATION CHARGES

- 20.1. The Allottee acknowledges that this Agreement is Compliant with the Act and Rules. It is acknowledged by the Allottee that the Allottee shall come forth and execute all such documents as may be necessary by the Company to enable registration of the present Agreement and to register the present Agreement and/or any other incidental documents.
- 20.2. The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement (if any), addendum to this Agreement (if any) and/or fresh agreement (if any) ("Definitive Documents") and Conveyance Deed shall be borne and paid by the Allottee as and when demanded by the Company.
- 20.3. The Allottee shall, as and when called upon by the Company, undertake to come present for registration for any documents qua the Said Apartment including but not limited to the Conveyance Deed, as may be required under the Applicable Law, at the office concerned sub-registrar of assurances.
- 20.4. The Allottee undertakes to come present for surrender of the Definitive Documents, upon termination/cancellation of the allotment as may be required under the Applicable Law, at the office concerned sub-registrar of assurances. Further the Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental

expenses for the surrender of the definitive documents on termination/cancellation of the allotment by the Parties.

- 20.5. The proportionate share of stamp duty and registration fee, as may be applicable, for conveyance of Common Areas to Association and formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Allottee as and when demanded by the Company.

21. SEVERABILITY

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

22. WAIVER

The failure of any non-defaulting Party to enforce, in anyone or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

23. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. This Agreement supersedes the Application and the Allotment Letter issued by the Company. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Company and/or its agents to the Allottee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement.

24. DISPUTE RESOLUTION

In case the Parties are unable to settle their disputes within 30 (Thirty) days of intimation of any dispute by either Party, then all or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and respective rights and obligations of the parties shall be settled through the Adjudicating Officer appointed under this Act and Rules to the extent as provided for in the Act and Rules. All other disputes, if any between the parties shall be referred to arbitration

before a Sole Arbitrator to be appointed by the Board of Directors of the Company. The proceedings of arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The proceedings of arbitration shall be in English. The venue/seat of arbitration shall be Delhi only. The cost of arbitration shall be borne by the parties equally.

25. NOTICE

Any notice, demand or other communication to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below or at such other address as it may from time to time be notified in writing to the other Party.

In case of the Company: Splendor Landbase Ltd. "Splendor Forum", 5th Floor, Plot No.3, District Centre, Jasola, New Delhi – 110025	In case of the Allottee:
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- a. In case of more than one Allottee all letters, receipts and or notices etc. issued by the Company or the Association or Maintenance Agency and dispatched to the first mentioned Allottee onto the above mentioned address 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 Company or the Association or Maintenance Agency of its obligation in this regard.
- b. The Allottee shall inform Company, Association and the Maintenance Agency in writing about any change in the mailing/ communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Company to the address provided by the Allottee shall be deemed to have been received by the Allottee.

26. SAVINGS

Any application letter, allotment letter, Agreement or any document signed by the Allottee in respect of the said Unit, prior to the execution of this Agreement, shall not be construed to limit the rights and interest of the Allottee under the present Agreement or under the Act and the Rules.

27. COUNTERPARTS

This Agreement is being executed in two original copies of which one copy has been retained by the Company and the other copy shall be with the first named Allottee for its reference and records.

28. FURTHER ASSURANCES

Both parties agreed 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 effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect and right to the created or transferred or cancelled hereinunder or pursuant to any transaction.

29. AMENDMENT

No amendment, alteration or change to the present Agreement shall be binding upon either party unless it is in writing and counter signed by both parties.

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 in the presence of the following witnesses:

SIGNED, SEALED & DELIVERED BY THE within named
COMPANY, SPLENDOR LANDBASE LIMITED by the
hand of Shri _____, duly Authorized
by Board of Director's Resolution

SIGNED , SEALED & DELIVERED BY THE within named Allottee

ALLOTTEE (S)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

Witnesses:

(I) Signature_____

Name_____

Father's Name_____

Age _____Gender: Male / Female

Address_____

(ii) Signature_____

Name_____

Father's Name_____

Age _____Gender: Male / Female

Address_____

[Schedules to this Agreement for Sale shall be as agreed between the Parties.]

ENDORSEMENT (1)

I/we hereby assign all the rights under this Agreement in favour of:	I/we hereby accept rights and liabilities under this Agreement assigned in my /our favour by:
	Name: _____
	S/D/W/o: _____
	Address: _____

Allotee/Transferor	Transferee

The above Transfer is hereby confirmed.

For Company

Authorized Signatory

Date:

ENDORSEMENT (2)

I/we hereby assign all the rights under this Agreement in favour of:	I/we hereby accept rights and liabilities under this Agreement assigned in my /our favour by:
	Name: _____
	S/D/W/o: _____
	Address: _____

Allotee/Transferor	Transferee

The above Transfer is hereby confirmed.

For Company

Authorized Signatory

Date:

SCHEDULE "A" - DESCRIPTION OF THE SAID APARTMENT

SCHEDULE "B" - FLOOR PLAN OF THE SAID APARTMENT

SCHEDULE "C" - SCHEDULE OF PAYMENT / PAYMENT PLAN

SCHEDULE "D"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APPARTMENT)

SPECIFICATIONS								
SL NO.	LOCATION	FLOORING	WINDOWS	ELECTRICAL FITTINGS	WALL AND CEILING	DOOR	FITTING AND FIXTURES	HARDWARE
1	Living/ Dining	Vitrified Tiles	Aluminium Powder Coated/ UPVC	Modular	OBD	Flush Door	-	Mortice Lock and Lever handles
2	Master Bed Room	Laminated Wooden Flooring	Aluminium Powder Coated/ UPVC	Modular	OBD	Flush Door	-	Mortice lock and lever handles
3	Bedroom	Vitrified Tiles	Aluminium Powder Coated/ UPVC	Modular	OBD	Flush Door		Mortice lock and lever handles
4	Servant/Study Room	Ceramic Tiles	Aluminium Powder Coated/ UPVC	Sheet and Switches	OBD	Commercial door		Mortice lock and lever handles
5	Kitchen	Ceramic Tiles	Aluminium Powder Coated/ UPVC	Modular	2' high ceramic tiles above counter and OBD on remaining areas.		Granite/ Marble counter, SS Sink and CP Fittings	
6	Toilet / Bathrooms	Ceramic Tiles	Aluminium Powder Coated/ UPVC	Modular	Ceramic Tiles upto 8' ht.	Flush Door	Wash basin, W.C.	Mortice lock and lever handles
7	Balconies	Ceramic Tiles		Modular				
8	Lift Lobby	Vitrified Tiles or Equivalent						
9	Stilt/Staircase	Marble/ Vitrified Tiles			OBD			
10	External Finish	Cement Based Exterior Paint						
11	Structure	Earthquake resistant structure						
12	Electrical	Copper wiring and PVC concealed conduit. Provision for modular switches and protective MCB's doors.						

SCHEDULE "E"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF PHASE-I OF THE SAID PROJECT)

STRUCTURAL SYSTEM

1. The structure is RCC framed structure with Raft and isolated footings.
2. Earth Quake Resistant structure has been designed as per applicable seismic zone.
3. The services systems have been conceptualized as per acceptable design standards.
4. Mechanical ventilation shall be provided for basement car parking.
5. In towers, Fire fighting shall be provided.
6. Sewage treatment and water treatment plants have been proposed in basement.
7. The electrical system is based on receipt of power from Uttar Haryana Bijli Vitran Nigam.
8. The substation has been proposed at ground level.

SAFETY, SECURITY AND SUSTAINABILITY

1. National Building Code shall be complied with.
2. In case of power failure or voltage variation, DG power back up for essential services shall be provided.
3. Controlled Car parking system shall be provided through boom barrier to control and monitor the vehicle's entry and exit at basements.

CLUB AMENITIES (PROPOSED)

1. Dining spaces.
2. Swimming pool.
3. Gym.

BASEMENT

1. Covered car parking over 1 basement shall be provided.
2. Wide basement entry through ramps.

