

THE HIVE

BRINGING IT ALL TOGETHER

SECTOR-102, GURUGRAM

BUYER'S AGREEMENT

BUYER'S AGREEMENT

Buyer's Agreement No. : [REDACTED]

Project : **THE HIVE**

Retail Unit/Office Space/
Restaurant/Food Court Unit No.: [REDACTED]

Floor : [REDACTED]

Important instructions for the Allottee:-

This Agreement which is **RERA [Real Estate (Regulation and Development) Act, 2016]** compliant sets forth in detail, the terms and conditions of sale with respect to the allotted unit (as described in the agreement).

The Allottee is deemed to have read each and every clause of this Agreement carefully; and have understood the legal implications, obligations, liabilities and limitations hereof, as set forth in the Agreement.

The Allottee, as per agreed contractual terms, are required to execute and deliver (2) two copies of the Agreement (in original) to the Promoter within Thirty (30) days from the date of dispatch of Agreement through registered post/courier/ hand delivery by the Promoter.

The Allottee is required to, paste at the place provided, coloured photographs including that of all joint Allottee(s) and sign across the photographs.

"BUYER'S AGREEMENT"

Recent
Passport Size
Coloured
Photograph
(First/Sole-
Allottee(s))

Recent
Passport Size
Coloured
Photograph
(Second/Co-
Allottee(s))

Recent
Passport Size
Coloured
Photograph
(Third/Co-
Allottee(s))

This Agreement is executed on this [REDACTED] day of [REDACTED] 20 [REDACTED] (Two Thousand and [REDACTED]), at Gurugram, Haryana.

BETWEEN

M/s Clarion Properties Ltd., a Company registered under the Companies Act 1956, CIN- U72900DL1996PLC079383 having its registered office at 34, Babar Lane, Bengali Market, New Delhi-110001, through Mr./Ms. [REDACTED] duly authorized by Board Resolution dated [REDACTED] hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns, representatives and all those claiming through it).

AND

1. **Mr. Shyam Kumar** son of Shri R. N. Kumar resident of 1039, Urban Estate, Sector-4, Gurgaon & **Mrs. Rama Kumari** wife of Sh. Shyam Kumar resident of 1039, Urban Estate, Sector-4, Gurgaon, acting through their power of attorney holder Mr./Ms. [REDACTED] S/o [REDACTED] authorized under their respective power of attorney(s) both dated. [REDACTED]
2. **M/s Radhika Foam Udyog**, a Partnership Firm having its office at 1068, Sector 4, Gurugram, Haryana, acting through its power of attorney holder Mr./Ms. [REDACTED] S/o [REDACTED] authorized vide power of attorney(s) dated. [REDACTED]
3. **M/s Radhika Polymers**, a Partnership Firm having its office at 1068, Sector 4, Gurugram, Haryana acting through its power of attorney holder Mr./Ms. [REDACTED] S/o [REDACTED] authorized vide power of attorney(s) dated. [REDACTED]
4. **M/s Naresh Rubber Company**, a Partnership Firm having its office at 86, IDC, Mehrauli Road, Gurugram, Haryana, acting through its power of attorney holder Mr./Ms. [REDACTED] S/o [REDACTED] authorized vide power of attorney(s) dated. [REDACTED]

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

(hereinafter collectively referred to as **"Confirming Parties"** which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include their successor-in-interest, administrators, executors, authorized representatives, transferee and assigns)

AND

If the Allottee is an Individual

Mr./Ms./Mrs. [REDACTED]
Aadhar no. [REDACTED]
S/D/W/o [REDACTED] Aged about [REDACTED]
Residing at [REDACTED]
[REDACTED]
[REDACTED]
PAN [REDACTED]

Mr./Ms./Mrs. [REDACTED]
Aadhar no. [REDACTED]
S/D/W/o [REDACTED] Aged about [REDACTED]
Residing at [REDACTED]
[REDACTED]
[REDACTED]
PAN [REDACTED]

Mr./Ms./Mrs. [REDACTED]
Aadhar no. [REDACTED]
S/D/W/o [REDACTED] Aged about [REDACTED]
Residing at [REDACTED]
[REDACTED]
[REDACTED]
PAN [REDACTED]

hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).
(* to be filled in case of Joint-Allottee)

OR

If the Allottee is a company

[REDACTED] (CIN No. [REDACTED]) a
company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its
registered office at [REDACTED]
[REDACTED]
(PAN [REDACTED], represented by its signatory, [REDACTED]
(Aadhar No. [REDACTED]) duly authorized vide board resolution dated [REDACTED]
hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

OR

If the Allottee is a Partnership

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

OR

If the Allottee is a HUF

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

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

That all Recitals, Annexures and Schedules to this Agreement shall form an integral part of this Agreement.

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Built-up area" shall have the meaning as ascribed to it in the schedule G given hereunder;
- (c) "Carpet Area" shall have the meaning as ascribed to it in the Act;
- (d) "Common Areas" shall have the meaning as ascribed to it in the Act;
- (e) "Development Charges" shall mean and include the amount payable by the Allottee, on account of internal & external development work including but not limited to the following:
 - i. External Development Charges (EDC),
 - ii. Infrastructure Development Charges (IDC),
 - iii. Infrastructure Augmentation Charges,
 - iv. Interest paid on EDC/IDC to the Government or any financial institution.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

- (f) "Electric Connection Charges" (ECC) means the cost payable to cover the cost of DHVBN for the service, connection, service lines, sub-station equipment, cost of DG set(s), transformers, electric panels, cooling towers, cost of area under the subject installation, security deposit, cost of Bank Guarantee(s) furnished etc.
- (g) "Government" means the Government of the State of Haryana;
- (h) "Limited Common Area" shall have the meaning as ascribed to it in the schedule G given hereunder;
- (i) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (j) "Section" means a section of the Act;
- (k) "Super Area" shall have the meaning as ascribed to it in the schedule G given hereunder;

WHEREAS:

- A. The project land admeasuring about 44 Kanal 19.5 Marla or 5.6218 acres of land in the revenue estate of Village Dhankot, Sector 102, Gurugram, Distt. Gurugram, Haryana (hereinafter collectively referred to as the "Said Land") was acquired by Confirming Party and the Promoter, the details of the Said Land along with respective Sale Deeds & Licenses obtained from Directorate of Town and Country Planning, Haryana (DTCP) for setting up a Commercial Project are mentioned in **Schedule A**.
- B. By virtue of the Collaboration Agreement dated 15th July, 2011, Promoter had entered into an understanding with the Confirming Parties to construct and develop a commercial complex on Said Land and the said Collaboration Agreement was registered as Document No.10439 Book No. I, Jild No.12963 on page 22 and a copy affixed on Additional Book No.1 Jild No. 1436 on pages 12 to 13 in the Office of Sub-Registrar Gurgaon on 15.7.2011.
- C. The Said Land is earmarked for construction of Commercial Project which shall be known as 'The Hive' (hereinafter referred to as "**Project**").
- D. Pursuant to the said Collaboration Agreement Shri Shyam Kumar & Smt. Rama Kumari (being Part 1 of the Confirming Parties) approached the Promoter requesting that they were desirous that instead of area allocation as originally envisaged, the Promoter undertake sales to the extent of their share and the revenues be proportionately divided between Shri Shyam Kumar & Smt. Rama Kumari (jointly) and the Promoter as per the agreed sharing ratio of 22.87% and 77.13% respectively, which was accepted by the Promoter and was recorded in the letter dated 01.7.2015 as a part of the said Collaboration Agreement dated 15.7.2011 and the Supplementary Agreement dated 17.01.2014. As such the Promoter and the said Shri Shyam Kumar & Smt. Rama Kumari shall also be liable for any financial obligation towards the Allottee in proportion to the revenue sharing agreed herein.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with.
- F. Town & Country Planning Department of State of Haryana has granted the approval/ sanction to develop the Project vide license no. 93/2012 for land admeasuring 3.4625 acres, license No. 31 of 2014 for 2.159375 acres and license No. 30 of 2014 for 0.225 acres respectively.

- G. The Promoter has obtained approval for the building plans for the Project from the concerned authority vide Building Plans No. ZP-979/SD(BS)/2015/9451 dated 05.06.2015 and revision thereof, for the construction of commercial project. The Promoter agrees and undertakes that it shall not make any changes to these approved/revised plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable save where such changes are necessitated/permitted by change in Govt. policy, change in law, architectural and structural necessities as deemed appropriate by the Architect, policy decisions, court orders, State action like land acquisition for public utilities etc.
- H. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority on 17.10.2017 under registration no. 316 of 2017.
- I. The Allottee had applied for unit in the Project vide Application dated [REDACTED] for Unit no. [REDACTED] having carpet area of [REDACTED] Sq. ft./ [REDACTED] Sq. mtr., (super area [REDACTED] Sq. ft./ [REDACTED] Sq. mtr.) type [REDACTED] /on [REDACTED] floor along with the right to use [REDACTED] no. of parking in the basement/ [REDACTED] no. of parking on the surface, as permissible under the applicable law and right in the common areas as defined under Rule 2(1)(f) of Rules, 2017 (hereinafter referred to as the "Unit") more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as **Schedule C**).
- 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 Allottee has verified from the Promoter and the Promoter has allowed the Allottee inspection of the said Land, ownership records of the said Land and other documents relating to the area, title, the Said Collaboration Agreement dated 15.07.2011, Supplementary Agreement dated 17.01.2014 and letter dated 01.7.2015, the licenses and approvals including the Building Plans and all other relevant details and the Allottee is fully satisfied in all respects with regard to the area, right, title, all other stated facts in relation to the Said Lands and/or Said Project and/or the Confirming Parties and/or the Promoter as well as the authority of the Promoter to enter into this Agreement. The Allottee confirms that the Allottee has entered into this Agreement out of his own free will and without any coercion, without relying on any advertisements and after reviewing and understanding a draft of this Agreement.
- L. The Allottee has been informed that the Promoter has availed financial services/loan by way of mortgage in respect of land and title of the Project in favour of Yes Bank Ltd. as per the terms and conditions as contained in the loan documents. Yes Bank Ltd. has issued a NOC dated [REDACTED] permitting the Promoter to enter into present Agreement with the Allottee.
- M. 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.
- N. 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.

- O. In accordance with the terms and conditions of this Agreement between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as specified above.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit.
- 1.2 The earmarked use of said Unit shall be [REDACTED] and shall be used only for the said purpose.
- 1.3 The Price of the Unit based on the Carpet Area is ₹ [REDACTED] Rupees [REDACTED]
[REDACTED]
(hereinafter referred to as "Price") and ₹ [REDACTED] (Rupees [REDACTED]
[REDACTED])
(which is the Tax applicable on the above amount) totaling to ₹ [REDACTED] (Rupees [REDACTED]
[REDACTED]) (hereinafter consolidated referred to as "**Total Price**") the details of which are mentioned in **Schedule-D**.

Explanation:

- (i) The Total Price as mentioned above includes the booking amount equivalent to 10% (Booking Amount) of the Price.
- (ii) Allottee hereby agrees to pay the Total Price and all other charges as described in the 'Details of Total Price' as per the Payment Plan (**Schedule-E**) attached with this Agreement and in the manner specified therein, subject to other provisions of the Act.
- (iii) The Total Price as mentioned above is inclusive of Taxes (GST and Cess or any other taxes/fees/charges/ levies etc.) which is levied in connection with the development/construction of the Project, paid/ payable by the Promoter, up to the date of offer of possession of the Unit to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

However, in case there is any change/modification in the taxes/charges/fees/levies/area etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification.

Provided that, if there is any increase in the taxes/charges/fees/levies after the expiry of the scheduled date of completion of the project as per registration with the Authority, (completion of the Project 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, except the taxes/charges/fees/levies imposed prospectively or retrospectively by the competent authority at any stage relating to the period of registration.

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in the demand letter. In addition, the Promoter shall provide to the Allottee the details of the taxes/fees/charges/levies etc.;
- (v) The Total Price of Unit includes recovery of price of land, development/construction of the Unit and the Project as per the specification, ECC, etc. (except those specifically excluded elsewhere in this Agreement), which are known to the Promoter as on date, but does not include stamp duty & registration charges of the Unit, Agreement registration charges, documentation charges/ legal charges including statutory deposits, administrative charges for registration, transfer, name addition/deletion etc. and the same shall be payable by the Allottee on demand by the Promoter. Besides this the Fire Fighting Equipment and Fire Prevention Measures which are required within the said unit and which become necessary on account of any interior decoration/partition by the Allottee shall be installed by the Allottee himself at his own cost and he will obtain necessary permission in this regard from the Promoter and if necessitated from the authority/authorities concerned, the same shall also be obtained by the Allottee.
- (vi) In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:
- (i) Maintenance Charges for the Common Areas maintenance at the rate as may be specified by the Promoter;
 - (ii) Interest free Maintenance Security Deposit (IFMSD) of ₹ [REDACTED] /-
(Rupees [REDACTED] Only).
 - (iii) Sinking Fund of ₹ [REDACTED] /- (Rupees [REDACTED] Only).
 - (iv) Proportionate charges for all enhanced taxes.
 - (v) Proportionate charges for dues, rates, charges, municipal taxes and other monies, levies, imposition, premium, damages and other outgoing payable retrospectively and/or prospectively with respect to the said Project to the competent authority as per provision of Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof.
- 1.4 The Total Price is escalation-free, save and except increase, on account of ECC, Development Charges or in terms as elsewhere provided and/or any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of minimum wages etc. as necessitated by statutory changes which the Allottee hereby agrees to pay. 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 Promoter reserves the right to demand the same, which the Allottee agrees to pay without any demur, objections and protest subject to the delay not attributable to the Promoter.
- 1.5 The Allottee shall make the payment as per the payment plan set out in **Schedule E ("Payment Plan")**.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments 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 Promoter unless agreed upon by the Allottee.

- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned /revised building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'F'**, save and except the changes that may be compoundable within the provisions of the laws that may be applicable or as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter at its sole discretion, may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural requirement.
- 1.8 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Unit is complete and after the occupation certificate/part occupation (as the case may be) is granted by the competent authority, In case of change in the Carpet Area of the unit, the total price payable shall be recalculated upon confirmation by the Promoter. If there is any increase in Carpet Area, the Allottee shall be liable to pay for the increased area or in case there is decrease in the Carpet area, rebate in the price for the decreased area will be allowed without interest. All these monetary adjustments shall be made at the time of offer of possession and at the same rate per square feet as agreed in this Agreement
- 1.9 The Allottee has no right or interest in the parking unless it is specifically allotted to him as a part of Limited Common Areas, allocated at the discretion of the promoter in the manner as the Promoter may deem fit and proper.
- 1.10 Subject to **para 9.3**, the Promoter agrees and acknowledges, that upon execution of Conveyance Deed in favor of the Allottee, the Allottee shall have the right to the Unit as mentioned below:
- a. The Allottee shall have exclusive ownership of the Unit for usage as permitted under the Agreement;
 - b. The Allottee shall also have a right to use in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee shall use the Common Areas, except Limited Common Areas and facilities, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017 of the State and as defined in this Agreement. The Allottees shall not have any ownership right on the Limited Common Areas and facilities and the right to use Limited Common Area and facilities shall be limited to Allottees who have been specifically authorized to use such Limited Common Areas and facilities. The Promoter shall be entitled to regulate the usage of the Limited Common Areas and facilities and allot/grant the same as it may deem fit;
 - c. The Allottee has the right to visit the Project site to assess the extent of development of the project and his Unit after fixing prior appointment with the Promoter, keeping in view the safety measures and fulfillment of requisite formalities.

1.11 The Allottee has paid a sum of ₹ [REDACTED] (Rupees [REDACTED])
[REDACTED]

only) being part payment towards the Total Price of the Unit pursuant to the Application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Unit as prescribed in the 'Details of Total Price' in accordance with the Payment Plan or any other charges as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017, without prejudice to any other remedies available to the Promoter under this agreement, to be exercised by the Promoter as per the Promoter's discretion.

2. MODE & TERMS OF PAYMENT:

- 2.1 Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **"Clarion Properties Limited The Hive Escrow Account"** payable at New Delhi. TDS (in the cases it is applicable) shall be deducted on all payments and receipt shall be given in relation thereto by the Promoter to the Allottee/or the Allottee shall deduct TDS (Tax Deducted at Source) (if applicable) at the statutory rate and submit the TDS Certificate certifying the deposit not later than 30 days from the date due for payment.
- 2.2 For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. The applicable bank charges for clearing of outstation cheque(s) shall be borne and paid by the Allottee.
- 2.3 In the event any cheque is dishonoured by the bank for any reason whatsoever, the Allottee shall be liable to pay the cheque amount along with the cheque dishonour (i.e. bounce) charges of ₹1000 (Rupees One Thousand Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour/bouncing and such other charges/taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments. The Allottee confirms payment of aforesaid charges shall be in addition to the liability of the Allottee of payment of interest on the delayed payments as per the terms of this Agreement.
- 2.4 The Allottee shall be issued a receipt by the Promoter against the demand draft / cheque issued by the Allottee subject to the clearance of the said demand draft / cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary

formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any 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 the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against outstanding of the Allottee against the Unit, if any, in his/ her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. That all payments made by the Allottee shall be first adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Total Price and thereafter towards other charges.

5. TIME IS ESSENCE:

The time of punctual payment of installments by the Allottee as stated in Payment Plan, and applicable stamp duty, and other charges and taxes payable under this Agreement and/or as and when demanded, is the essence of this Agreement. Subject to timely payment by the Allottees, the Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the association of Allottees, as provided under Rule 2(1)(f) of Rules, 2017. The Allottee accepts that the Promoter can only complete the Project if all the Allottees make their payments in keeping with the schedule of payment as provided in the Agreement and as such agrees not to hold the Promoter responsible/liable for delay in completion of the Project due to default of the Allottee in making timely payments.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee has seen, verified and has satisfied itself with the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plans, specifications, amenities, facilities, etc. depicted in the advertisement/

brochure/ agreement/ website (as the case may be) regarding the project where the said Unit is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority. Notwithstanding the above, it is undertaken by the Allottee that he is not in any way influenced and/or duped by the advertisement, promotion material by the Promoter or its nominated persons/assignees/channel partners/brokers, and has willingly and after due inspection and verification of the above, has agreed to enter into this Agreement.

- 6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved/re-approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Apartment Ownership Act, 1983 and shall not have an option to make any variation/alteration/modification in such plans, other than those compoundable under any law for the time being in force or in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities/ Architect or as agreed under this Agreement.
- 6.3 That Preferential Location Charges (PLC) are dependent upon the location of the Said Unit, as per the prevalent applicable policy of the Promoter. The Allottee hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Schedule annexed to this Agreement. However, the Allottee hereby specifically agrees that, in case due to any addition/ alteration in the sanction plan/layout plan, the said Unit ceases to be in a preferential location, the Promoter may adjust or refund only the amount of Preferential Location Charges paid by the Allottee, in such a case the said amount shall be adjusted in the last instalment as stated in the Payment Schedule as annexed with this Agreement. If the Allottee has not chosen a preferred location for the said Unit however, due to any change in the layout plan, or change in location, the said Unit becomes preferentially located, in such a case, the Allottee shall be liable and agrees to pay the requisite amount as and when demanded by the Promoter as Preferential Location Charges (PLC). In case however, the Allottee is not desirous of continuing with the allotment in his favour after such change being intimated to him as above, the Allottee shall be entitled to withdraw from such allotment and all monies paid by him/her till such date (except the tax, cess, levies, interest on delayed payment), which monies shall be refunded to him/her. The Allottee represents that in case of exercising option to withdraw from the allotment, other than refund of the monies as stated hereinabove, the Allottee shall have no other claim, right, entitlement etc, qua the Promoter and/or the Confirming Parties at any time whatsoever other than refund of the monies as stated hereinabove.
- 6.4 The Allottee shall not be entitled to use the terraces unless otherwise it is exclusively allotted to him. Upon allotment of exclusive terrace, such allottee shall be entitled to use the same for such purpose and in such manner as may be permitted and as may be permissible under law without any let or hindrance from the other allottees / Association of the allottees. The Promoter shall always have right of easement to roof, parapet walls, terraces other than the exclusively allotted etc. with full authority and power to derive all benefits there from with power to lease / licence the same on such terms and conditions as may be decided by the Promoters and the Allottee shall have no claim in any manner whatsoever on such areas. The Maintenance Agency of the Said Project shall have the right to access the terraces only for the purpose to reach the water tank, lift room & other services. In case the Allottee is desirous of availing any reserved car parking, he may apply

for same to the Promoter/Parking Agency and the same shall be assigned to him as per availability upon payment of such charges and compliance of such terms and conditions as may be provided by the Promoter. It is understood and agreed by the Allottee that in case of transfer of the Said Unit, the reserved parking space assigned to him is not transferable separately.

- 6.5 The Allottee agrees that the said Unit is non-air-conditioned. However, the Promoter has made the provision for condenser water line for air conditioning, having its connection points inside the Unit, close to the entry. The Allottee must avail such air-conditioning facility by installing the 'water cooled split unit' at its own cost inside the Unit of the capacity approved by the Promoter and shall not install any other air-conditioning facility nor shall install any other unit outside the said Unit as it is clearly agreed and understood that the façade of the Project shall not be disturbed/damaged by the Allottee in any manner whatsoever. The Allottee agrees to pay the charges for running of such facilities to the Promoter or to the Maintenance agency as may be decided by the Promoter.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit.

The Promoter assures to offer the possession of the Unit as per agreed terms and conditions on or before time granted under the registration by the HRERA or such extension thereof as extended by HRERA unless there is delay due to "force majeure", which shall mean all such circumstances or factors not in control of the Promoter, including, but not limited to, shortage of materials, inflation or recession in the market, dispute by the contractor, Court orders, or by reason of war, or enemy action or earthquake or any act of God, or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Project (herein after referred to as "force majeure"). If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer of possession of the Unit. Further the Allottee accepts that in the event the delay of offering possession is due to non receipt of occupancy/completion certificate, the Promoter shall not be held responsible or liable for payment of compensation for such period.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee (except the tax, cess, levies, interest on delayed payment) within ninety days. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession of Unit** - The Promoter, upon obtaining the Occupation Certificate in respect of the unit shall offer in writing the possession of the unit, vide Final Call Letter, to the Allottee as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of

occupation certificate or part thereof in respect of the said Project at the time of conveyance of the same. The Allottee, shall pay the Total Price in terms of the 'Details of Total Price' along with other charges, maintenance charges which shall be paid in advance for one year for the first year as determined by the Promoter/association of allottees, as the case may be as specified in the final call letter. In the event of default which shall mean delay in remittance of the outstanding demand as per Final Call Letter, the Allottee shall be liable to pay holding charges @ ₹ [REDACTED] /- per sq. ft. per month of the Carpet Area over & above the interest on delayed payments for such period of delay, which is acknowledged by the Allottee.

In case however inspite of imposition of holding charges and expiry of 60 days from the due date mentioned in the Final Call Letter for clearance of dues for the Said Unit to the Allottee, the Allottee fails to clear all outstanding dues including but not restricted to holding charges interest on delayed payments, the Promoter shall be entitled to either seek specific performance of this agreement at the cost and risk of the allottee or cancel the allotment, the present Agreement and forfeit amounts of non-refundable nature including but not limited to the 20% of the Price, interest paid by the Allottee on delayed payments, brokerage paid by the Promoter, GST (herein after collectively referred to as "Forfeiture Amount"). Upon such cancellation the Allottee shall have no further claims, rights, interest, in respect of the said allotment and/or against the said promoter and the promoter shall deal in any manner whatsoever in respect of the said unit. The monies over and above the forfeiture amount shall be refunded to the Allottee within 90 days from the date of sale of the said unit to any third party by the promoter.

The execution of title documents including Conveyance Deed in favour of the Allottee shall be subject to receipt of the Total Price and all other charges/amounts as detailed in the Final Call Letter, holding charges, interest on delayed payments and all such payments that the Allottee may be required to pay in terms of this agreement. The Allottee shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

- 7.3 **Failure of Allottee to take Possession of Unit-** Upon receiving a Final Call Letter, from the Promoter the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation, and the Promoter shall give possession of the Unit to the allottee as per terms and condition of the Agreement.

In the event the Allottee fails to take possession of the said Unit within the stipulated period for any reason whatsoever, the Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the Unit, its fittings, fixtures thereafter, in any manner whatsoever.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate or with respect to the unit and handing over the physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of Allottees/Maintenance Agency, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

In case the Project is developed in a phase-wise manner, the handing over of the Common Areas of the Project by the Promoter shall take place only after the completion of entire Project.

- 7.5 **Post Possession** - That the Allottee agrees and undertakes that the Allottee shall, after being offered possession of the said Unit or at any time thereafter upon partial completion, not object to the Promoter constructing or continuing with the construction of the said Project. It is acknowledged and accepted by the Allottee that the construction of the Project may continue even post handing over possession of the Unit to the Allottee.

7.6 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project, the Promoter herein is entitled to forfeit the said Forfeiture Amounts. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days from the date of sale of the said unit to any third party by the Promoter.

7.7 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a "force majeure", Court orders, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit:

- i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason;

The Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit (except the tax, cess, levies, interest on delayed payment), with interest at the rate prescribed in the Rules in the manner as provided under the Act within ninety (90) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit. The interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee.

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

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

- (i) The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except as stated in this Agreement ;
- (iv) All approvals, licenses, sanctions, re-sanctions and permission issued by the competent authorities with respect to the Project or phase(s), as the case may be, as well as for the Unit being sold to the Allottee are valid/applied for renewals and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or phase(s), as the case may be, as well as for the Unit and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (viii) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project which may affect the right, title and authority of the Promoter to develop the said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the "force majeure", Court orders, Government policy/ guidelines, decisions, and reasons beyond the control of the Promoter the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to offer ready to move in possession of the Unit to the Allottee within the time period specified in this Agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be equipped with the 'Specifications of the Unit', as annexed in **Schedule F**, agreed to be provided by the Promoter in this Agreement as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

- (ii) The Allottee shall have the option of terminating the Agreement in case the Promoter does not correct his default after the allottee serves the promoter with a "cure notice" of 90 days, in which case the promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit (except the tax, cess, levies, interest on delayed payment, brokerage), at the rate prescribed in the Rules within ninety days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the date of offer of the possession of the Unit. The interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee.

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

- (i) In case the Allottee fails to make payments of any installment as per the demand raised by the Promoter in accordance with the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days from the due date of such payment, the Promoter may cancel the allotment of the Unit and refund the money paid to him by the Allottee by forfeiting the said Forfeiture Amounts. Upon such cancellation the Allottee shall be left with no right, title and interest in respect of the said Unit. The monies over and above the forfeiture Amount shall be refunded to the Allottee within Ninety (90) days from the date of sale of the said unit to any third party by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The Promoter shall also have the exclusive right not to give effect to the above, in case it so deem fit and may condone the delay in payment after charging interest along with any other penalty or administrative charges.

10. CONVEYANCE OF THE SAID UNIT:

Further, the promoter, after receipt of Total Price as prescribed in the 'Details of Total Price' along with other charges and dues, shall execute a conveyance deed in favour of Allottee, preferably within three months but not later than six months from possession.

In case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the Final Call Letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter, solely at the cost and consequences of the Allottee.

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project at the cost of the Allottee till the taking over of the maintenance of the project by the Association of Allottees or maintenance agency, as the case may be for which the Allottee shall execute separate Maintenance Agreement with the

Promoter or the maintenance agency appointed by the Promoter as per the Promoter's standard format as and when called upon by the Promoter or its associates/nominee. Maintenance charges and costs, etc. shall be paid by the Allottee as per the Maintenance Agreement.

The Allottee agrees and understands that the monthly maintenance charges will be fixed by the Promoter/ Maintenance agency at the time of offer of possession of the Unit to the Allottee.

The Allottee shall deposit the interest free maintenance deposit (IFMD) as referred in clause 1.2 above to ensure timely payment of total maintenance charges. The Promoter reserves its right to increase the said deposit at its sole discretion and the Allottee undertakes to pay the same on demand by the Promoter. In case the Allottee fails to pay the total maintenance charges by the due date or within the period mentioned in the notice, the Promoter or its associates/nominee shall appropriate these charges from IFMD. Over and above the IFMD the Allottee shall also keep deposited with the Promoter the Sinking Fund as referred in clause 1.2 above, which shall be deposited prior to taking possession of the said Unit. The Promoter shall have full authority and power to appropriate the said Sinking Funds for replacement/repair of fixed assets and in that event the Allottee agrees to replenish the Sinking Fund upon demand by the Promoter.

It is agreed between the Parties that after the possession has been handed over by the Promoter to the Allottee, then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Haryana State Electricity Board (HSEB)/Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity provider is pending and connection has not been allotted, then, the Promoter shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Allottee. The Allottee undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the Maintenance Agreement during the period pending the grant of the electricity connection from the concerned authority for the Project. The Promoter shall raise invoices for the said purpose.

That it is mutually agreed that the possession of the common areas of the Said Project as well as the Said Land shall remain with the Promoter who will maintain and upkeep the same until the same are transferred to the association in accordance with the provisions of law on payment of Maintenance charges, electricity and water charges as and when demanded by the Promoter/nominated Maintenance Agency.

The Allottee agrees that he shall become a member of such Association of Allottee as and when formed for the said purpose.

12. DEFECT LIABILITY:

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

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the Allottee and/or the association of the allottees, by means of carrying out changes from the original specifications/ design.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:

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

14. USAGE:

14.1 Use of Basement and Service Areas:

The basement(s) (other than those earmarked as parking spaces) and service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked and allotted as parking spaces, and the same shall be reserved for use by the Promoter, maintenance agencies unless right of users for any specific reserved/limited common area for parking has been granted in favour of Allottee.

14.2 Usage of Unit:

The use of the said Unit by the Allottee shall be subject to strict compliance of the house rules/code of conduct as may be formulated and determined by the Promoter/ Maintenance Agency or Association. Further, the Promoter/ Maintenance Agency/ Association reserves the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building.

14.3 The Allottee shall comply with applicable laws including but not limited to the provisions of the Haryana Apartment Ownership, municipal laws, The Haryana Urban Development Act and such other rules / regulations / notifications made there under, and approvals and permissions in respect of the Unit and the Project.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of

allottees shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The / Allottee/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit.

The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for guidelines/ permissions/ directions or sanctions by competent authority. However, pursuant to any notification/Policy, that may be applicable to the Project, the Promoter shall be entitled to undertake additional construction, the Allottee hereby provides its consent to such additional construction without any further recourse to the Allottee.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit

Notwithstanding the above, the Promoter may raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project.

19. HARYANA APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter is hereby showing the details of various compliance of above as applicable:

Details of approvals/compliances:

1. Renewal of Licence No. 93 of 2012 dated 05.09.2012 vide Memo No. LC-2613-PA(SN)-2017/2525 dated 06.10.2017 by Directorate of Town and Country Planning, Haryana,
2. License No. 93 of 2012 dated 05.09.2012 vide Memo No. LC-2613-JE(VA)-2012/18046 dated 11.09.2012 by Directorate of Town and Country Planning, Haryana.

3. License No. 30 of 2014 dated 12.06.2014 vide Memo No. LC-2613-JE(VA)-2014/138 dated 16.06.2014 by Directorate of Town and Country Planning, Haryana, Memo No. LC-2613-JE(VA)-2014/138 dated 16.06.2014.
4. License No. 31 of 2014 dated 12.06.2014 vide Memo No. LC-2668-JE(VA)-2014/78 dated 16.06.2014 by Directorate of Town and Country Planning, Haryana.
5. Approval of Building Plans of Commercial Colony from Directorate of Town and Country Planning, vide Memo No. -ZP-979/SD(BS)/2015/9451 dated 05.06.2015.
6. Forest Clearance Certificates bearing No. 2489,2497 and 24936 dated 13.03.2013.
7. Aravali Clearance No. 128,123&86 dated 16.07.2013.
8. Environment Clearance Certificate No. SEIAA/HR/2015/521 dated 30.11.2015.
9. Fire Fighting Approval vide Memo No. DFS/E.A./2015/327/66789 dated 09.12.2015.
10. Assurance of Water Supply from HUDA vide Memo No. 19958 dated 11.07.2014 and Memo No.13012 dated 09.06.2014.
11. N.O.C. from HUDA for the construction purpose of Commercial Colony, Memo No. 504 dated 21.07.2014.
12. Consent to Establish, No. HSPCN/Consent/2821216GUNOCTE2470554, dated 01.03.2016
13. NOC from Airport Authority of India, No. AAI/RHQ/NR/ATM/NOC/2014/199/6933-37 dated 01.08.2014
14. Ultimate Power Load requirement for setting up a Commercial Colony, Memo no. Ch-66/Drg-PLC dated 23.10.2015.

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, 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 simultaneously signed and executed by the Promoter. This Agreement shall not be binding on the Promoter until duly executed by the Promoter through its authorized signatory. Secondly, the allottee and the promoter have an obligation to execute the Agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, Application of the Allottee shall be treated as cancelled and Promoter shall forfeit the Forfeiture Amounts.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said Agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:

The transfer/assignment/endorsement of the allotment of the said Unit by the Allottee in favour of third party/nominees may be permitted by the Promoter subject to fulfillment of all the following requisites:

- (i) Clearance of all outstanding monies payable in terms of this agreement as on date of making such request.
- (ii) receipt of written request from the Allottee;
- (iii) payment of the administrative charges by the Allottee on the rates as may be determined by the Promoter along with applicable taxes;
- (iv) signing/execution by the Allottee of such documents/applications as may be provided by the Promoter;
- (v) the Allottee obtaining no objection certificate / letter from the Maintenance Agency, if any;
- (vi) the assignee / transferee agreeing to comply with all terms and conditions of this Agreement and executing such documents as may be required by the Promoter in this regard;
- (vii) and all such nomination/transfer shall be subject to compliance of all applicable laws and notifications from the competent authorities from time to time.

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on account of such nomination/transfer/assignment/addition/deletion of co-allottee, it shall be the sole liability of the Allottee/such nominee/transferee and such nominee/transferee shall be bound by the terms and conditions of this Agreement.

Claims, if any, between Allottee and its nominee/s as a result of any dispute amongst them for any reason, will be settled between themselves only; the Promoter shall not be a party to it and in the event the Promoter incurs any costs or expenses or losses because of any such dispute between the Allottee and/or their

nominee(s) all such expenses or losses will be reimbursed by the Allottee and/or his/her nominee(s), which will be over and above the administrative charges.

That the Allottee shall not assign, or to let in tenancy or transfer or part with the possession of the said unit without taking 'No Dues Certificate' from the Promoter/ Maintenance Agency appointed by the Promoter.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportionate to the carpet area of the Unit bears to the total area/carpet area of all Units in the Project.

27. INDEMNITY

That after taking possession, the Allottee shall abide by the terms of approvals and permissions in respect of the said Unit/said Project/said Land, as well as all applicable laws in respect of the same. The Allottee shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of /breach of applicable laws of the competent authorities by the Allottee.

The Allottee shall indemnify and hold harmless the Promoter from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges

payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee under this Agreement or due to any misrepresentation / concealment/suppression of material facts made by the Allottee to the Promoter. Any claim so made shall be paid forthwith by the Allottee to the Promoter without any delay. In the event of failure of payment of such damages/compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts paid by the Allottee with the Promoter under the terms of this Agreement.

28. RIGHTS OF BUYER TO RAISE FINANCE

The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee opts for a loan arrangement with any financial institution/banks, for the purposes of purchase of the said Unit. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee shall not hold the Promoter responsible for same or shall not take such refusal as an excuse for non-payment of further installments/dues. Further, the conveyance / transfer deed in favour of the Allottee shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee has opted for such loan arrangement.

Any loan facility from banks/financial institutions availed by the Allottee in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and/or bank/financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

The Allottee understands and agrees that the Promoter shall always have the first lien/charge on the said Unit for all unpaid dues and outstanding amounts payable by the Allottee.

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the Registration Act at Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram.

31. NOTICES:

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

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

32. JOINT ALLOTTEES:

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

33. SAVINGS:

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

34. GOVERNING LAW:

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

35. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through a sole arbitrator to be appointed by the Managing Director of the Promoter. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended. Reference to and pendency of Arbitration shall be without prejudice to the right of the Promoter to effect recovery of its dues under this agreement. The decision of the Arbitrator shall be final and binding on the parties. The language of Arbitration shall be English. The Arbitration proceeding expenses shall be equally shared between the parties. The venue of Arbitration shall be at New Delhi.

The Courts, Tribunal, Quasi-Judicial Authorities at Delhi alone shall have exclusive Jurisdiction in all matters arising out of, touching and/or concerning this Agreement regardless of the execution of this Agreement.

Notwithstanding the terms and condition as mentioned above, the parties herein have agreed as under and have further agree and accept that in the event of any conflict, the clauses mentioned hereunder shall take precedence:-

- 36.** That the fire safety measures in the Said Project and the Unit has been considered as per the sanctioned fire scheme of the Project. If, however, due to any subsequent central or local legislation(s)/Government regulations/orders/guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Promoter to undertake additional fire safety measures, it is agreed that the Allottee shall be liable to pay proportionate charges in respect thereof.

- (i) That the Allottee or occupant(s) or any of his agents, servants, employees, tenants, licensees, or visitors shall not:
- a. Do any act or store / stock / bring into / keep in the said Unit any goods / material / fluid / chemical / substance of explosive/hazardous/combustible/flammable nature, which may cause risk of fire, or which, on account of their nature or weight, may cause damage to or endanger the structure or safety of the Project/building/tower or neighboring units and/or the assets of the other occupants/Allottee or the equipment in the Said Project, and/or expose others to risk.
 - b. Do or permit to do or allow to keep any article or substance in any Unit or in any Common Areas, which will increase the rate of insurance on any Units or Common Area, or which may render void or voidable insurance of any Unit or the Common Areas of the Said Project or the common installations/equipment/machines in the Said Project, or which would be in violation of any law.
 - c. Block any of the fire exits or staircases in any manner or for any reason whatsoever, and shall not handle or damage or render dysfunctional any of the fire-fighting equipment installed in the Said Project.
- (ii) That since the Unit hereby proposed to be sold is part of the Said Project, the Allottee assures that stringent measures to ensure security and safety be put in place. The Allottee appreciates that wide powers be given to the Promoter/ Maintenance Agency in this regard, and on his part, undertakes that he (and also those claiming under him) will render every possible assistance and co-operation.
- (iii) That it is agreed between the Parties that save and except in respect of the said Unit hereby allotted to the Allottee, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of Said Project, open spaces and all or any of the Common Areas of the Said Project which shall ultimately be controlled by the Promoter/Maintenance Agency.
- (iv) That the possession of the Common Areas shall remain with the Promoter who shall through the Maintenance Agency appointed / to be appointed, as the case may be engaged by it, supervise the maintenance and upkeep of the same until those are transferred to the unit owner's association which may be formed in consonance with the provisions and laws laid down by the relevant statute in force and is a duly registered one with prior knowledge and permission of the Promoter.
- (v) That the Allottee shall neither himself do, nor permit or suffer anything to be done in any manner to any part of the Project/building, staircase, lifts, shafts, common passages, compound or anything connected with or pertaining to the tower/building which would expose the Project/tower/building to any kind of risk or loss, whether physical, legal, moral, ethical or otherwise in the said Project.
- (vi) That the Allottee shall have no other right in the said Land except the undivided, unidentified freehold rights proportionate to the Carpet Area of the Unit in the land underneath the Unit and the necessary easement rights pertaining thereto. All the Common Areas and facilities and residuary

rights in the Said Project shall continue to vest in the Promoter till such time as the same or a part thereof are not finally transferred to any particular person/ organization and / or to any Body or Association of the Allottee.

- (vii) That since the interest of Allottee in the Common Areas and facilities shall be undivided and cannot be separated; the Allottee shall use the Common Areas and facilities harmoniously along with other unit owners, maintenance team, etc., without causing any inconvenience or hindrance/annoyance to them.
- (viii) That the Allottee undertakes not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including railings, grills, etc. of the said unit which in the opinion of the Promoter differs from the colour scheme of the tower/building or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Said Project.
- (ix) That the Allottee shall not fix or install any window antenna on the roof, terrace or façade of the building except that the Allottee shall be entitled to avail of the central antenna facilities to be provided by the Promoter / Maintenance Agency to the Allottee and also the other owners of the other Units in the Said Project at their cost.
- (x) That it is understood by Allottee that as and when any plant & machinery within the Said Project, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipments, any other plant/equipment of capital nature, etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottee in the Said Project, on pro-rata basis. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions, etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- (xi) That the Allottee shall have no right to make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purpose in the Said Project.
- (xii) That the Allottee, visitors, tenants (or anyone claiming under him) shall not deface walls, smoke, litter or spit in the Common Areas and facilities. It is agreed by the Allottee that the Promoter/Maintenance Agency has the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Allottee and in the event of violation of such rules/instructions the Promoter/Maintenance Agency may impose fine or other impediments as the Promoter/ Maintenance Agency deems fit.
- (xiii) That it is expressly understood that the internal security of the said Unit, shall be the sole responsibility of the Allottee. In other words, it is in the interest and for the safety and security of the Allottee that proper safeguards be provided to prevent entry of unauthorized person/s into the Said Project, including the Common Areas, and to give an effective hand to the Promoter/the Maintenance Agency to deal with unlawful entrants, loiterers, peddlers, etc. and also to enable them in particular and Allottee/lawful

occupants of the various Units in general, to deal more effectively with the security issues in the said Project and maintenance of order therein, the entry be regulated.

- (xiv) That the Allottee agrees and understands that if the Promoter or the Maintenance Agency decides to apply for and thereafter receives permission, from DHBVNL or from any other body/Commission/regulator/licensing authority constituted by the Government of Haryana to receive and distribute bulk supply of electrical energy in the Said Project then the Allottee undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all charges paid/payable by he Promoter to DHBVNL /any other body/Commission/regulator/licensing authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid Sale Consideration of the said Unit payable by the Allottee and the Conveyance of the said Unit shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee or the Promoter shall be entitled to withhold supply of electricity to the said Unit till full payment of such charges is received by the Promoter or Maintenance Agency. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the condition of sanction of bulk supply including but not limited to waiver of the Allottee right to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy.
- (xv) That the Promoter proposes to install equipments for power back-up facility common to units at the Said Project subject to approvals/sanctions of the concerned statutory or other body(s). The said Unit shall be provided with adequate power back up against the Allottee paying the applicable power back charges.
- (xvi) That the Allottee shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance to this agreement and do all the acts, deeds and things as the Promoter/ Maintenance Agency may require for safeguarding the interests of the Promoter and other unit owners in the Said Project or required in any compliance of any statutory provisions existing in present or which may come in force in future.

37. The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Unit and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee due to usage of lift(s)/escalators or some other events, on account of any lapses / failure / shortcomings on part of the Allottee/its employees/workers/staff/visitors etc. Further, the Allottee shall indemnify and keep harmless the Promoter/Maintenance Agency against all claims or liabilities in respect of the same.

38. The Allottee understands that the Promoter is developing the said Project for commercial usages and to fetch maximum return to various Unit Buyers, the Unit has to be put to its use. Further to facilitate the operation of Anchor Stores / Multiplexes, such users insist for operation of other units of the said Project. The Allottee as such has agreed to make the Said Unit operational by putting it to permitted use either by himself/herself or through a lessee or under any other arrangement within a period of twelve (12) months from the date of taking over possession and failure to do so shall make the allottee liable to pay compensation which will be twice of the monthly maintenance charges for every months delay and shall furnish necessary document including indemnity bond at the time of execution of the Conveyance Deed.

39. That the Allottee accepts that as the Promoter would be investing substantial amount for development of the Project, any default of non- payment, delayed payment by the Allottee can not only be compensated by paying interest. Further such delay in payment may also lead to delay in completion of the Project as the Allottee understand that the Promoter would be developing the project on assurance of the Allottee to make the payment in time. As such the Allottee shall keep the promoter indemnified and the promoter shall not be held responsible or liable for delay in delivery of project due to default of the Allottee.
40. That further in the event the Allottee default in fulfilling its obligation notwithstanding any right available to the Promoter under the Act, the Promoter shall also be entitled to get specific performance of this agreement at the cost and expense of the allottee.
41. It is agreed that for all intents and purposes the liability of the Promoter to pay any delay compensation (if any) shall cease upon the Promoter duly applying for the Occupation Certificate and the time taken by the competent authorities to issue the Occupation Certificate shall not be deemed to be delay on the part of the Promoter as such delay cannot be attributed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AND TO A DUPLICATE COPY HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACES AND ON THE DAY, MONTH AND YEAR MENTIONED UNDER THEIR RESPECTIVE SIGNATURES.

SIGNED AND DELIVERED BY THE

WITHIN NAMED ALLOTTEE(S)

[REDACTED]

[REDACTED]

[REDACTED]

CLARION PROPERTIES LTD.

[REDACTED]

(Authorised Representative)

IN THE PRESENCE OF WITNESSES:

1. [REDACTED]

2. [REDACTED]

FOR AND ON BEHALF OF CONFIRMING PARTY

[REDACTED]

(Authorised Representative)









SCHEDULE A

Details of Said Land along with the respective Licenses and the Sale Deed

Sno.	Licence No.	Land Details	Ownership
1.	License No. 93/2012	The Land bearing Rect No. 77 Khasra No. 6/3 (4-13), Khasra No. 15/1 (4-18), Khasra No. 15/2 (3-2)	M/s Radhika Foam Udyog Vide Sale deed dated 07.11.1997 Registration No. 10353
		Same as Above	M/s Radhika Polymers Vide Sale deed dated 03.11.1997 Registration No. 10002
		Same as Above	M/s Naresh Rubber Company Vide Sale deed dated 02.12.1997 Registration No. 11585
		Khasra No. 7/1/2(3-12), Khasra No. 14 (7-12), Khasra No. 7/2/2(3-17)	Mr. Shyam Kumar Vide Sale deed dated 20.12.1989, 22.12.1989 Registration No. 7836, 8660
2.	License No. 31 / 2014	The Land bearing Rect 77	Mrs. Rama Kumari Mr. Shyam Kumar
		Khasra No. 3/2/3 (0-1.5) Khasra No. 8/1 (5-12)	Sale deed dated 11.09.1988 bearing registration no. 1912 in favour of Rama Kumari.
		Khasra No. 3/2/2 (1-7)	Sale deed dated 02.03.1988 bearing registration no. 8070, in favour of Rama Kumari.
		Khasra No. 2/2 (0-18) Khasra No. 13 (7-4) Khasra No. 8/1 (1-7)	Sale deed dated 31.12.1990 bearing registration no. 8604, in favour of Rama Kumari.
		Khasra No. 7/1/2 (0-8)	Sale deed dated 20.12.1989 bearing registration no. 7836, in favour of Shyam Kumar.
		Khasra No. 7/1/2 (0-8)	Sale deed dated 22.12.1989 bearing registration no. 8660, in favour of Shyam Kumar.
3.	License No.30	Rectangle 78 Killa No. 11/1 (01-16)	Sale deed dated 13.01.2012 registration no. 28775, in favour of the Promoter

SCHEDULE B

DESCRIPTION OF THE UNIT

Carpet Area:		sq.ft.		sq.mtr. (approx.)
Built-up area		sq.ft.		sq.mtr. (approx.)
Right in Common Areas:		sq.ft.		sq.mtr. approx.)
Super Area:		sq.ft.		sq.mtr. approx.)

Right to use the parking space:

(a) Basement 

(b) Surface 

SCHEDULE C

FLOOR PLAN

(Unit shown in Red)

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

SCHEDULE D
DETAILS OF TOTAL PRICE

Particular	Amount	GST	Total
Basic Sale Price			
Preferential Location Charges (PLC)			
Development Charges			
Electric Connection Charges (ECC)			
BOCW Cess			
Total Price			

Notes:

The above calculation does not include the following and shall be charged extra, which shall be payable on demand:

- Stamp Duty, Registration cost & Administration Charges with respect to the Buyer's Agreement, Conveyance Deed of the Unit.
- Charges as levied by various authorities.
- Meter Installation Charges.
- TDS @1% is applicable as per the Income Tax Act, Section 194-IA.
- Maintenance charges for one year in advance at the rate as may be prescribed by the Promoter.
- Interest Free Maintenance Security Deposit (IFMSD) of ₹ [REDACTED] /-.
- Sinking Fund Deposit of ₹ [REDACTED] /-.

***Note:**

The total price is liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the government and/or other circumstances mentioned in the Agreement.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

SCHEDULE E
PAYMENT PLAN

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

SCHEDULE F

SPECIFICATION

SHOPS/OFFICES	
FLOORING	Structural RCC slabs
WALLS	Plaster with whitewash
CEILING	Whitewash on structural slabs without plaster
DOORS & WINDOWS	Aluminum glazing with glass
ELECTRICALS	Single point power supply, till distribution board
HVAC	Condensed water line for air-conditioning at the entrance of the Unit
POWER BACK-UP	To be provided through DG Sets

COMMON AREA	
FLOORING	Combination of Marble and/or Granite
WALLS	Combination of Marble and Granite/Paint
TOILETS	Combination of Tiles, Stone & Paint
STAIRCASE	Combination of Granite/Kota stone
EXTERIOR	Combination of Granite and/or exterior Paint
PLUMBING	All external in UPVC/CPVC.
LIFTS	To be provided for access to all floors.
POWER BACK-UP	To be provided through DG Sets for emergency facilities i.e. lifts & Common Areas
SECURITY & FTTH	Provision for optical fibre network, video surveillance system, peri meter security & entrance lobby, fire prevention, detection & alarm system.

SCHEDULE-G

DEFINITION OF SUPER AREA, BUILT-UP AREA AND LIMITED COMMON AREA

Super Area shall be deemed to mean and include the Built-Up Area of the said Unit and its pro-rata share of Common Areas in the entire Said Project.

Built-up Area shall be deemed to mean and include the Carpet Area of the said space along with entire area enclosed by its periphery walls, columns, hundred percent area of balconies, cupboards, plumbing shafts, lofts, etc. and half the area of common periphery walls with adjoining premises and for the Units with exclusive terrace/courtyard(s), Built-up Area shall also include 50% of the area of the said terrace/courtyard(s) which form an integral part of the Unit. Allottees of the Units with exclusive terrace/courtyard(s), however, shall not be permitted to cover such terraces/courtyard(s) and shall use the same as open terrace/ courtyard(s) only and in no other manner, whatsoever.

Limited Common Area shall mean and include terraces except exclusive terrace along with the Unit, Parking spaces in the basement, Parking spaces on surface, parapet walls, atrium, exterior walls outside the said unit and as may be specifically provided for in the declaration to be filed by the Promoter shall form part of Limited Common Areas and facilities. The Promoter shall have exclusive right over the said Limited Common Area except all such Limited Common Area as declared to be availed by the Allottee and/or allocated along with a Unit, which can be availed upon payment of certain charges for right of usage to exclusion of others, at the time of execution of this Agreement or by way of any supplementary agreement or related documentation.

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

SCHEDULE-H

APPLICATION FOR MEMBERSHIP OF ASSOCIATION
(TO BE FILLED BY THE PURCHASER)

From:

[Redacted signature area]

To,

The Secretary,

"Hive Owners' Association" Sector-102, Gurgaon,
Haryana,

Sir,

I have entered into Buyer's Agreement dated [Redacted] with M/s Clarion Properties Ltd. to purchase the unit No. [Redacted], at [Redacted] Floor in in The Hive.

Please enroll me as a member of the Association of Owners and herewith remit a sum of ₹ [Redacted] /- (Rupees [Redacted]) towards entrance fees of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of the Association. Kindly keep me informed of the activities of the Association from time to time.

Thanking you,

Yours faithfully

()

Purchaser/Member

Date: [Redacted]

SCHEDULE-I

DECLARATION

[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED],

Or

M/s. [REDACTED] having its registered office
[REDACTED],
through its Authorized Signatory [REDACTED] do hereby declare that we are the Allottee of
Unit No. [REDACTED] at [REDACTED] Floor," The Hive", Gurgaon, Haryana and that I/we shall abide by the
provisions of the Haryana Apartment Ownership Act, 1983, the rules made there under and the Bye-Laws of the
Association. We also undertake to pay monthly subscription/common expenses or other fund or deposit in
accordance with only legitimate decisions of the Association.

Date [REDACTED]

Signature [REDACTED]

Place [REDACTED]

Full Name [REDACTED]

(in Block Letters)

SCHEDULE J

THE HIVE OWNERS ASSOCIATION

Unit No. [REDACTED], The Hive, Sector – 102, Gurgaon, Haryana

MEMBERSHIP FORM

Details of Purchaser/Owner:

Name of Purchaser/Owner: [REDACTED]
Wife of: [REDACTED]
Resident of: [REDACTED]
Permanent Address: [REDACTED]
Office Address: [REDACTED]
[REDACTED]
Telephone: [REDACTED]
Residence: [REDACTED] Office: [REDACTED] Mobile: [REDACTED]
E-mail: [REDACTED]

PARTICULARS OF TENANT, IF ANY:

Name: [REDACTED]
[REDACTED]
Son/Daughter/Wife of: [REDACTED]
Resident of: [REDACTED]
[REDACTED]
Permanent Address: [REDACTED]
[REDACTED]
Office Address: [REDACTED]
[REDACTED]
Telephone: [REDACTED]
Residence: [REDACTED] Office: [REDACTED] Mobile: [REDACTED]
E-mail: [REDACTED]

SCHEDULE K
UNDERTAKING FOR SIGNAGE

I the Allottee Mr.:

S/o:

Or

M/s

having its registered

office at

through its Authorized

Signatory undertakes to put the boards, nameplates, signage as per the Buyer's Agreement.

I/We undertake to adhere to the architectural norms, guidelines and maintain decorum of the said premises/Project and shall be liable to pay the usage charges for any additional signage space as per the terms and conditions of the Promoter/Maintenance Agency.

We further undertake to maintain the sanitation and cleanliness in and around my/our premises to the highest standards for the mutual benefit and advantage of all the occupants.

Date:

Signature:

Full Name:

SCHEDULE L
CONSENT OF LEASE

In reference to the Buyer's Agreement for allotment of Unit in the commercial project named "The HIVE", Gurgaon, Haryana, I hereby give my consent for giving the Unit no. [REDACTED] on lease/group lease.

The service charges if any for leasing the premises as payable to the property agent/liaison person shall be paid by me on proportionate basis and may be adjusted from the lease rent payable to me.

I shall sign and all such documents as may be required by the Promoter for facilitating the Promoter to lease out the said unit at and rate as it deem fit and proper.

Thanking You

Name:

[REDACTED]

Address:

[REDACTED]
[REDACTED]

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From:

[REDACTED]
[REDACTED]
[REDACTED]

To,

M/s Clarion Properties Ltd.

Sub.: Consent for change in layout/zoning/building plans due to technical reasons.

Sir/Madam,

I have entered into an Buyer's Agreement with the Promoter for allotment of unit No. [REDACTED], at [REDACTED] Floor in The HIVE, situated at Sector-102, Gurgaon, Haryana.

In reference to the said Agreement, I hereby give my consent for bringing about change in the layout/zoning/building plans/area due to technical reasons, in compliance of all the by-laws, rules and regulations, structural safety parameters etc.

Thanking You

Name

[REDACTED]

Address

[REDACTED]
[REDACTED]

SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE



From:

[REDACTED]
[REDACTED]
[REDACTED]

To,

M/s Clarion Properties Ltd.

Sub.: Consent for change in layout/zoning/building plans and filing of Deed of Declaration accordingly.

Sir/Madam,

I have entered into an Buyer's Agreement with M/s Clarion Properties Ltd. for allotment of Unit No. [REDACTED], at [REDACTED] Floor in The HIVE, situated at Sector-102, Gurgaon, Haryana.

I as a member of The HIVE Owners' Association give my consent for bringing about change in the layout/zoning /building plans/area due to technical reasons, change in bye-laws or change in any Govt. norms and to incorporate and file the same in the Deed of Declaration accordingly under the provisions of Haryana Apartment Ownership Act, 1983.

Thanking You

Name

[REDACTED]

Address

[REDACTED]

[REDACTED]

Date:

[REDACTED]

SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

From:

To,

M/s Clarion Properties Ltd.

Sub.: Consent for additional FAR & Density.

Sir/Madam,

I have entered into Buyer's Agreement with M/s Clarion Properties Ltd. for allotment of unit No. [REDACTED],
at [REDACTED] floor in The HIVE, situated at Sector-102, Gurgaon, Haryana.

In reference said Agreement, I give my consent to the Promoter to utilize additional FAR and population density, in
accordance with the revised building plans and I have no objection or claim compensation for the same

Thanking You

Name

Address

Date:

SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

ENDORSEMENT (I)

I/we hereby assign all the rights under this agreement in favour of:	I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:
Transferor	Transferee

The above Transfer is hereby confirmed.

For Clarion Properties Ltd.

Authorized Signatory

Date:

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

Transferee

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ENDORSEMENT (III)

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>
<p>Transferor</p>	<p>Transferee</p>

The above Transfer is hereby confirmed.

For Clarion Properties Ltd.

Authorized Signatory

Date: 

PROMOTER

CONFIRMING PARTY

ALLOTTEE/CO-ALLOTTEE

NOTES

Handwritten notes on lined paper.



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The Project is financed by Yes Bank Ltd. Yes Bank Limited shall issue NOC for sale of each of the Unit in the Project. The Developer shall facilitate the same.

License No. 93 of 2012 dated 05.09.2012, License No. 30 of 2014 dated 12.06.2014, License No. 31 of 2014 dated 12.06.2014, Commercial Colony measuring 5.846875 acres, Licensee : Radhika Polymers, Shyam Kumar and others, Developer: M/s Clarion Properties Ltd. (Satya Group), Building Plans approval No. ZP-979/SD(BS)/2015/9451 dated 05.06.2015.HRERANo. 316 of 2017. Original approvals available at Corporate Office. 1 sq. mtr.= 10.764 sq.ft. *T&C Apply.



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