# AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of _____, 2024,

By and Between

**METADESIGN SOLUTIONS PRIVATE LIMITED (CIN No. U72200HR2010PTC040851),** a Company registered under the Companies Act, 1956, having its Registered & Corporate Office at Industrial Plot No. 28-29, Sector-18, Electronic City, Gurugram, Haryana – 122001, represented by its authorized signatory Mr. _____(Aadhar no. _____) authorized vide board resolution dated **_____,** hereinafter referred to as the "Promoter", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the ONE PART.

AND

[If the Allottee is an Individual]

**&**

**, (Aadhar No. )** residing at **(PAN No. ),** hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and Permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a HUF]

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

[OR]

[If the Allottee is a company]

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

_____, authorized (**Aadhar No.** _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is a Limited Liability Partnership]

_____, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at _____, (**PAN** _____), represented by its Designated Partner, _____, (**Aadhar No.** _____) authorized vide _____, hereinafter referred to as the " Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the OTHER PART.

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

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), and "Authority" means Haryana Real Estate Regulatory Authority.

(b) "Government" means the Government of the State of Haryana;

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

(d) "Section" means a section of the Act.

That words and phrases used in this agreement shall connote the same meaning as put to them in the Act and the Rules, unless otherwise specified.

WHEREAS:

A. That the group housing colony wherein the apartment which is subject matter of the present agreement for sale, is located, is being developed on a land bearing **Plot No. GH-1**, measuring **3075.72** sq. meters (**3678.56 sq. yds**.) in Sector -23-23A, District Gurugram, Haryana (hereinafter referred to as the **Said Land**)

B. That the land mentioned in paragraph A is owned by the Promoter. The Promoter is entitled to develop the said land into a group housing colony and execute the present agreement for sale.

C. The Said Land is earmarked for the purpose of a group housing project, comprising multi storied apartment(s)/ building/ and the said project shall be known as 'MDS JAI SHRI' ( hereinafter called as "Project");

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

E. The allotment of the said land measuring **3075.72** sq. meters (**3678.56 sq. yds**.) has been made by Haryana Shehri Vikas Pradhikaran (HSVP) in favour of the Promoter vide Memo No. ZO002/E0004/UE007/GALOT/0000000356, dated 24/11/2023 & ZO002/EO004/UE007/GALOT/0000000357 dated 28.11.2023.

And, The conveyance deed was executed on 30.01.2025 and registered in the office of Sub-Registrar, Gurugram vide document No. 13162 on 05.02.2025 by HSVP,

F. The Promoter has obtained approval on the building plans for the Project from HSVP vide memo bearing number 7268 dated 05.07.2024 and Revised building plan from HSVP vide Memo No. CTP/DTP(NN)/257112 Dated 05.08.2025 The Promoter agrees and undertakes that it shall not make any changes to these approved plans except as per applicable laws;

G. The Promoter has obtained the necessary environmental clearances from various departments as mentioned below:-

Fire NOC – Memo No. FS/2024/1305 dated 27.09.2024
Revised Fire NOC _ Memo No. FS/2025/40 dated 13.09.2025
Pollution NOC – HSPCB/Consent/: 313116324GUNOCTE73381797 dated 01.08.2024
Mines & Geology Dept NOC – Permit No. 5883, Memo No. 926 dated 24.07.2024.

H. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on 13.03.2025 under registration No **RC/REP/HARERA/GGM/924/656/2025/27** of 2025; and Amended /Revised HARERA Registration No. **RC/REP/HARERA/GGM/924/656/2025/27dated 04.02.2026**| https: //haryanarera.gov.in

I. The Allottee had applied for residential apartment/ commercial Unit in the Project vide application no. _____dated _____ and has been allotted Apartment/ Flat no._____having carpet area of _____ square feet on _____**Floor** along with basement parking whose No. will be allotted at the time of conveyance deed, as permissible under the applicable law and right in the common areas ("Common Areas") as defined under Rule 2(1)(f) of Rules, 2017 of the State of Haryana (hereinafter referred to as the said "Residential Apartment/Commercial Unit" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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 payment plan which has adopted by the Allottee with regard to making the payment of total price has been attached herewith as schedule C;

L. 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 of Haryana and related to the Project;

M. 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;

N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment for Residential Apartment/Commercial Unit usage along with a parking as specified above.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment along with parking.

1.2 The Total Price for the built up said Residential Apartment/Commercial Unit along with parking based on the carpet area is **₹ _____/- (Rupees _____) ("Total Price") as per**

**Annexure-1.** The details are as follows:-

**Residential Apartment/ Commercial Unit No. _____**

**Type – ___ BHK/ _____Shop**

**Floor: - _____**

**Parking 1 (One)**

**Rate of Apartment per square feet: - _____**

**Total price (in rupees) (Rupees _____)**

Explanation

(i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Residential Apartment/Commercial Unit along with parking ;

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project) paid/ payable by the Promoter up to the date of handing over the possession of the Residential Apartment/Commercial Unit along with parking to the

Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

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

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;

(iv) The Total Price of Residential Apartment/Commercial Unit along with parking includes recovery of price of land, development/ construction of [not only of the Residential Apartment/Commercial Unit] but also of the Common Areas , internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the project for Residential Apartment/Commercial Unit along with parking in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/

or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/
regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (" Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments (down payment plan) paid by the Allottee just after registration of agreement to sell as per agreed terms & condition by discounting such early payments @ 6% lumsum rebate on the respective instalment 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(s).

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than Five percent (5%) of the carpet area of the mapartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. If no such payment milestone remains or if the amount to be recovered from the Allottee is more than the amount of next payment milestone then the Allottee shall make the payment of the due amount as demanded by the Promoter. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Residential Apartment/Commercial Unit along with parking as mentioned below:

(i) The Allottee shall have exclusive ownership of the Residential Apartment/Commercial Unit along with parking;

(ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas 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/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Residential Apartment/Commercial Unit.

1.9 The Promoter agrees to pay all outstanding dues before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding dues (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any

liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of **₹ _____/- (Rupees _____)** as booking amount being part payment towards the Total Price of the Residential Apartment/Commercial Unit along with parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Residential Apartment/Commercial Unit along with parking as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in 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.

**2. MODE OF PAYMENT**:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of "Metadesign Solutions Private Limited" payable at Gurugram.

**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 Residential Apartment/Commercial Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Residential Apartment/Commercial Unit along with parking , if any, in his/ her/their name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project on or before 04.07.2029 as disclosed at the time of registration of the Project with the Authority and towards handing over the Residential Apartment/Commercial Unit along with parking to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

## 6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed building plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/website (as the case may be) agreement regarding the Project(s) where the said Residential Apartment/Commercial Unit along with parking is located and has accepted the floor plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the concerned department and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT:

7.1 **Schedule for possession of the said Residential Apartment/Commercial Unit -** The Promoter agrees and understands that timely delivery of possession of the Residential Apartment/Commercial Unit along with parking to the Allottee(s) on or before **04.07.2029** and the common areas to the association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Residential Apartment/Commercial Unit along with parking as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate Project. 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 delivery of possession of the Residential Apartment/Commercial Unit.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (Ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession of Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing along with parking shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Group Housing along with parking at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of Allottees/ competent authority, as the case may be.

7.3 **Failure of Allottee to take Possession of Residential Apartment/Commercial Unit** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Residential Apartment/Commercial Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

Promoter shall give possession of the Residential Apartment/Commercial Unit to the Allottee as per terms and condition of the agreement. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 **Possession by the Allottee**- After obtaining the occupation certificate of the building blocks in respect of Group Housing colony or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ Promoter, duly certifying/ part completion, in respect of a Group Housing Colony , and handing over the physical possession of the Residential Apartment/Commercial Unit along with parking to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter as per this agreement, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) and compensation for losses if any suffer. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation.

**7.6 [Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of Compensation** – The Promoter/land owners 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 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "force majeure", Court orders, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Residential Apartment/Commercial Unit along with parking (if applicable):

(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or the extended date, as the case may be; 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 Allottees, 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 Residential Apartment/Commercial Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

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

[in case obligation is not complied with by the promoter

(i) the authority shall order to return the total amount received by the promoter in respect of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.

(ii) In case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.

(iii) If the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every

month of delay till the offer of possession of the Plot/Unit/Apartment for Residential/commercial/Industrial/IT/any other usage.

(iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]

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

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project.

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Residential Apartment/Commercial Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Residential Apartment/Commercial 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 Residential Apartment/Commercial Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Apartment/Commercial Unit to the Allottee(s) in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Residential Apartment/Commercial Unit along with parking to the Allottee(s), common areas to the association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

(ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of apartment/unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, 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.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES**:

9.1 Subject to the "force majeure", Court orders, Government policy/ guidelines, decisions, the Promote shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the developed Residential Apartment/Commercial Unit along with parking to the Allottee within the time period specified in para 7.1/or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or the extended period. For the

purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for residential/commercial purposes shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate 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) To Stop making further payments as demanded by the Promoter if the Project is not completed within the agreed period. 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 Project is not completed even after the extended period, 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 Residential Apartment/Commercial Unit along with interest 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 handing over of the possession of the Residential Apartment/Commercial Unit along with parking, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

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

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

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (Ninety days) after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Residential Apartment/Commercial Unit along with parking in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the booking amount paid for the allotment and interest component on

delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the Promoter) and compensation for losses if any suffered. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation. 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.

**10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of total price of Residential Apartment/Commercial Unit along with parking, shall execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six months from possession:

Provided that, the Residential Apartment/Commercial Unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017.

However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee 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.

**11. MAINTENANCE OF THE SAID APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Residential Apartment/Commercial Unit.

In case, the Allottee/ association of Allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the
event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act:
Provided that, the Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

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

The Promoter/ maintenance agency/ association of Allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/ or maintenance agency/ competent authority to enter into the Residential Apartment/Commercial 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:**

**Use of Basement and Service Areas**: The basement(s) and service areas, if any, as located within the "MDS JAI SHRI" (project name), shall be earmarked for purposes such as parking spaces and 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 Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for

use by the association of Allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Residential Apartment/Commercial Unit along with parking 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 the Residential Apartment/Commercial Unit along with parking , or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Residential Apartment/Commercial Unit along with parking and keep the Residential Apartment/Commercial Unit along with parking , 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/it 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows 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 Residential Apartment/Commercial Unit and parking or place any

heavy material in the common passages or staircase of the Building. The Promoter/ Allottees/ 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 Residential Apartment/Commercial Unit and parking , as the case may be.

15.3 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 association of Allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Residential Apartment/Commercial Unit along with parking 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 plan, 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.

**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 Residential Apartment/Commercial Unit parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Residential Apartment/Commercial Unit and parking .

**19. HARYANA APARTMENT OWNERSHIP ACT, 1983:**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority including Haryana Apartment Ownership Act - 1983 prevalent in the State of Haryana.

**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, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. 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(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the Allottee to get this agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the booking amount i.e. **ten percent of booking amount.**

**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 Residential Apartment/Commercial Unit and parking.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

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

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

**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(s) in not making payments as per the Payment Plan [SCHEDULE C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) 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 Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Residential Apartment/Commercial Unit and parking bears to the total area/ carpet area of all the Residential Apartment/Commercial Unit in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

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

**Allottee Name and Address**:- _____

_____

**Promoter Name and Address**:- Mr. _____

Metadesign Solutions Private Limited

Plot no. 28 & 29 Electronic City, Sector 18, Gurugram, Haryana- 122001

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing

which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS**:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Residential Apartment/Commercial Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot , as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms 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 the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee(s)**: (including joint buyers)

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

(1) Signature _____
Name:

Address: XXXX

Please affix photograph and sign across the photograph

(2) Signature _____
Name:

Address:

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Please affix photograph

and sign across the

photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE ‘A’ - DESCRIPTION OF THE RESIDENTIAL APARTMENT/COMMERCIAL UNIT USAGE AND PARKING

SCHEDULE ‘B’ - FLOOR/ SITE PLAN OF THE RESIDENTIAL APARTMENT/COMMERCIAL UNIT

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

SCHEDULE ‘C’ - PAYMENT PLAN

SCHEDULE ‘D’ - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE RESIDENTIAL APARTMENT

SCHEDULE ‘E’ – AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The ‘Schedules’ to this Agreement for Sale shall be as agreed to between the Parties]

**Annexure A**

## Layout of the Flat

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

**Annexure B**

## Total Sale Price

Unit No _____, Tower No_____,
Area_____Sq Ft
MDS JAI SHRI, GH-1, Sector 23-23A,
Gurugram

**Payment Plan: Possession Linked/ Down Payment**

| Sr. No. | Component | Rate | Total Price |
|---|---|---|---|
| 1. | Basic Sale Price | | |
| 2. | Parking Charge | | |
| 3. | Internal Development Charges (IDC) | | |
| 4. | External Development Charges (EDC) | | |
| 5. | Preferential Location Charges (PLC) | | |
| 6. | Electrification/Electricity connection charges | | |
| 7. | Club Membership Charges | | |
| 8. | Maintenance Charges | | |
| 9. | Govt Taxes/ Fees/ Levies | | |
| 10. | GST | | |
| 11. | Registration Charges | | |
| 12. | IFMS | | |
| | **Total Sale Price (Total Sale consideration)** | | |

**Note:**

a. Registration Charges include - Stamp duty, Registration charges payable to the concerned department, and other charges /Advocate fees as applicable will be extra in the work of the registration of BBA and execution/registration of the conveyance deed/sale deed.

b. Down payment plan shall be applicable on one-time payment rebate @ 6% lump sum as per agreed terms & conditions.

c. GST as applicable will be on each instalment.

d. Holding charges at the rate Rs. 25/- per sq. Ft. Per month (if applicable)

e. Interest free maintenance security deposit for per residential unit of Rs. 1,00,000/- and for per commercial unit of Rs. 50,000/- to be paid upon offer of possession to maintenance agency.

f. Endorsement fee would be Rs. 400/- per sqft. On carpet area, plus applicable taxes.

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

**SCHEDULE – C**

# PAYMENT PLAN

**Annexure A-: 'Payment Plan'**

Earnest money which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

| **Down Payment Plan** | |
|---|---|
| On Application of Booking | 10% of Total Sale Consideration |
| ON REGISTRATION OF BUILDER BUYER AGREEMENT or Within 30 Days from Booking (whichever is Later) | 80% of Total Sale Consideration |
| On Receipt of Occupancy Certificate | 10% of Total Sale Consideration |

**OR**

2. In case of Possession linked plan

| **Possession Linked Payment Plan** | |
|---|---|
| On Application of Booking | 10% of Total Sale Consideration |
| ON REGISTRATION OF BUILDER BUYER AGREEMENT or Within 30 Days from Booking (whichever is later) | 25% of Total Sale Consideration |
| On Completion of Super Structure | 35% of Total Sale Consideration |
| On Application of Occupancy Certificate | 20% of Total Sale Consideration |
| On Receipt of Occupancy Certificate | 10% of Total Sale Consideration |

**OR**

| | | | |
|---|---|---|---|
| STAGE -1 | 30% OF TOTAL PAYMENT | ₹ 15,00,000.00 | AT THE TIME OF BOOKING, AS AN ADVANCE i.e. (Less than 10% of the total sale consideration) |
| | | ₹ 15,00,000.00 | ON REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A), WITHIN 40 DAYS OF BOOKING |
| | | REMANING FIRST HALF | ON OR BEFORE 30 DAYS, FROM THE DATE OF REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A) |
| | | REMANING SECOND HALF | ON OR BEFORE 60 DAYS, FROM THE DATE OF REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A) |
| STAGE -2 | 40% | 30% OF THE STAGE – 2 | AT THE TIME OF COMPLETION OF CIVIL SUPER STRUCTURE |

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

| | | | |
|---|---|---|---|
| | OF TOTAL PAYMENT | 10% OF THE STAGE – 2 | ON OR BEFORE 30 DAYS FROM THE COMPLETION OF CIVIL SUPER STRUCTURE |
| STAGE -3 | 30% OF TOTAL PAYMENT | 15% OF THE STAGE – 3 | ON APPLY, OF OCCUPATION CERTIFICATE (O.C) |
| | | 5% OF THE STAGE – 3 | ON OBTAINED, OF OCCUPATION CERTIFICATE (O.C) |
| | | 10% OF THE STAGE – 3 | ON POSSESSION/SALE DEED, WITHIN 30 DAYS FROM THE OCCUPATION CERTIFICATE (O.C) |

**Note:**

a. Registration Charges include - Stamp duty, Registration charges payable to the concerned department, and other charges /Advocate fees as applicable will be extra in the work of the registration of BBA and execution/registration of the conveyance deed/sale deed.

b. Down payment plan shall be applicable on one-time payment rebate @ 6% lump sum as per agreed terms & conditions.

c. GST as applicable will be on each instalment.

d. Holding charges at the rate Rs. 25/- per sq. Ft. Per month (if applicable).

e. Interest free maintenance security deposit for per **residential unit of Rs. 1,00,000/- and for per commercial unit of Rs. 50,000/- to** be paid upon offer of possession to maintenance agency.

f. Endorsement fee would be Rs. 400/- per sqft. On carpet area, plus applicable taxes.

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

**SCHEDULE 'D'**

## PROPOSED SPECIFICATIONS

Zone IV seismic considerations for structural design.

### PART A – INSIDE THE RESIDENTIAL FLAT

**Living / Dining / Lobby / Passage**

| | |
|---|---|
| Floor | VITTRIFIED TILES |
| Walls | OIL BOND DISTEMPER |
| Ceiling | DRY DISTEMPER |

**Bedrooms**

| | |
|---|---|
| Floor | VITTRIFIED TILES AND IN MASTER BEDROOM LAMINATED WOODEN FLOORING |
| Walls | OIL BOND DISTEMPER |
| Ceiling | DRY DISTEMPER |
| Wardrobes | NA |

**Kitchen**

| | |
|---|---|
| Walls | CERAMIC TILES UP-TO 2' ABOVE COUNTER & OIL BOND DISTEMPER IN BALANCE AREA |
| Floor | VITTRIFIED/CERAMIC TILES |
| Ceiling | DRY DISTEMPER |
| Counter | GRANITE COUNTER TOP |
| Fittings / Fixtures | MODULAR KITCHEN, ISI MARKED CP |
| FITTING & STAINLESS | STEEL DRAIN BOARD SINK |

**Balcony**

| | |
|---|---|
| Floor | ANTI SKID/MATT FINISH CERAMIC TILES |
| Wall & Ceiling | WEATHER PROOF PAINT |
| Railing | MS RAILING WITH ENAMEL PAINT FINISH |

**Toilets**

| | |
|---|---|
| Walls | CERAMIC TILES/OIL BOND DISTEMPER |
| Floors | CERAMIC TILES |
| Ceiling | GRID FALSE CEILING IN SIZE OF 2X2 |
| Fitting & Fixtures | ISI MARKED CP FITTING AND WHITE CHINA WARE FIXTURES |

**Plumbing**

CPVC & uPVC piping for water supply in toilet & kitchen and vertical down takes.

**Doors**

| | |
|---|---|
| Internal Doors | MAIN DOOR- BOTH SIDE LAMINATE FLUSH DOOR |
| | INTERNAL DOOR AS ABOVE |

**External Glazing**

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.

Windows/ External Glazing UPVC DOORS AND WINDOWS

**Electrical Fixtures/Fittings**

Cooper Electrical wiring throughout in concealed conduit, ISI marked Modular switches & sockets.

## PART B – COMMON AREAS IN THE BUILDING

**Power Back-up**

Power Back-up will be installed by the Promoter

Fire detection system (addressable to be provided as per the sanctioned drawings)

**Security System**

CCTV for driveway of parking, ground floor entrance lobby, basement & terrace lobby.

**Lift Lobby**

Passenger Lift and Stretcher Lift

**Staircases**

| | |
|---|---|
| Floor | Granite/Tile |
| Walls | Oil Bond Distemper |

**Conversion Scale**

1 ft = 304.8 mm

**SCHEDULE 'E'**

## AMENITIES & FACILITIES

List of common areas and facilities for use of the Applicant within the Building on the said Plot

FOR RESIDENTIAL UNIT:-

1. Staircase and mumty
2. Lift Lobbies, lift and lift shaft
3. Lift machine room (if any)
4. Electrical room, guard room (if any)
5. Toilet on ground floor (if any)
6. Driveway and stilt area except parking bays.
7. Services at Stilt / ground level
8. Services at basement (if any)
9. Common Corridor in Basement (if any)
10. Main Gate of the society

FOR COMMERCIAL UNIT:-

1. Commercial Corridor
2. TOILETS
3. STAIRCASE
4. LIFT/ESCALATOR

It is specifically made clear by the **Promoter** and agreed by the **Applicant** that this **Agreement** is limited and confined in its scope only to the **Residential Flat**, amenities and facilities as described of this schedule in the Footprint of the **Residential Flat**.(commercial unit amenities are mention above). It is understood and confirmed by the **Applicant** that all other land(s), areas, facilities and amenities which are not taken into consideration for calculation of total sale price are specifically excluded from the scope of this **Agreement** and the **Applicant** agrees that he / she shall have no ownership rights, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities and therefore, the **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

## ENDORSEMENT

x_____ x_____ x_____

Applicant Co-Applicant MetaDesign Solutions Pvt. Ltd.