

APARTMENT BUYER'S AGREEMENT

APARTMENT BEARING NO. :
FLOOR :
BUILDING/BLOCK NO. :
PROJECT NAME :
AMOUNT PAID :

**THIS AGREEMENT IS REGISTERED AT GURUGRAM ON THIS _____ DAY
OF _____ 2019.**

BY AND BETWEEN

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its Registered office at Emaar MGF Land Limited is 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, through its Authorized Signatory, (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the **First Part** (Company's PAN : AABCE4308B)

AND

Customer Name _____ **S/O** _____ **PAN No.** _____ **& Aadhar**
No. _____, Resident of _____

Customer Name _____ **S/O** _____ **PAN No.** _____ **& Aadhar**
No. _____, Resident of _____

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

EMAAR DIGIHOMES
PHASE 1

BUYER'S AGREEMENT

Instructions for execution of the Buyer's Agreement

1. Sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures and stamp paper.
2. Kindly paste, at the place provided, color photographs of all joint allottee(s) / authorized signatory and sign across the photograph (s).
3. Kindly use a **black** ball point pen (preferable) while filling in details or signing the Buyers Agreement.
4. Both signed copies of the Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD) / courier / hand delivery only within the time stipulated in this Agreement.
5. Kindly sign next to the tentative typical Floor/Unit plan as applied by you in the relevant Annexure.
6. Witnesses signatures are mandatory on the relevant page
7. In case of change in authorized signatory for a Partnership firm, please send us a copy of the partnership deed and resolution signed by all Partners.
8. In case of change in authorized signatory for a Company, please send us a Copy of Board Resolution along with a certified copy of Memorandum & Articles.

Unit No. :
Floor :
Parking No. :

BUILDER-BUYER AGREEMENT

This Agreement is made on this ____ day of _____, 20__ at _____, ("Agreement") amongst

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its Registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, acting through its Authorized Signatory, (hereinafter referred to as the "**Company**") which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the **First Part**

AND

1. **M/s Juhi Promoters Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its Registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 acting through its Authorized Signatory;
2. **M/s Garland Estate Pvt. Ltd.** a company incorporated under the Companies Act, 1956, having its Registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 acting through its Authorized Signatory;

(hereinafter collectively referred to as the "**Land Owners**") which expression shall, where the context so admits, include their successors-in office, successors-in-interest, administrators and assigns, etc. of the **Second Part**, have duly authorized Emaar MGF Land Limited through its Authorized Representatives, and Emaar MGF Land Limited has thus authorised its Authorized Signatory **vide Board Resolution dated** _____ to sign and execute this Buyer's Agreement and to appear and present this Buyer's Agreement through its Authorized Signatory for registration before the concerned Sub-Registrar;

AND

1. **Customer Name** _____ S/O _____ having **PAN No.**

_____ & **Aadhar No.** _____, Resident of

2. **Customer Name** _____ S/O _____ having **PAN No.**
_____ & **Aadhar No.** _____, Resident of

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

The Company, Land Owners and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- A. M/s Juhi Promoters Pvt. Ltd. and M/s Garland Estate Pvt. Ltd., (“**Land Owners**”) are owners of a piece and parcel of land admeasuring 14.025 acres (more particularly described in **Annexure – I**) situated at Sector 62, Village Nangli Umarpur, District Gurugram, Haryana (hereinafter referred to as the “**Scheduled Land**”).
- B. The Company has entered into collaboration agreements dated 10th Feb, 2006 and 20th March, 2007 (as amended up to date) with the Land Owners (hereinafter referred to as “**Development Agreement**”), for the development of the Scheduled Land and is fully competent to market and sell units in the Scheduled Land.
- C. Pursuant to the said arrangement between the Company and the Land Owners and the grant of license no. 265 dated 02-12-2007 for 14.025 acres (Demarcation for 13.653 acres) in favour of the Land Owners by the Director, Town and Country Planning, Government of Haryana – Chandigarh (DTCP) for a group housing colony, the Company has conceived, planned and is in the process of constructing, developing and promoting a group housing colony known as “**EMAAR DIGIHOMES**” (hereinafter referred to as “**Group Housing Colony**”) which inter-alia comprises of multi storied apartment, car parking spaces, recreational facilities, landscaped gardens, community buildings, convenient shopping, proposed nursery school site, etc. along with other facilities and amenities to be developed on the Scheduled Land.

- D. The Company has registered part of the Group Housing Colony under the provisions of the Real Estate Act comprising of 3 towers along with other amenities and facilities (Towers no. A, B and C) along with EWS, community building, convenient shopping, proposed nursery school site and swimming pool under the name and style of “**EMAAR DIGIHOMES PHASE 1**” (hereinafter referred to as the “**Project**”) vide registration no. **RC/REP/HARERA/GGM/337/69/2019/31 dated 24.05.2019** and applications were invited for booking of units in the Project.
- E. The Land Owners have represented that they are the rightful owners and/or are well and sufficiently entitled to the Scheduled Land on which the Group Housing Colony/Project is being developed and on the strength of these representations the Allottee is entering into this Agreement for purchase of the Unit (defined hereunder) in the Project on the terms and conditions appearing hereinafter.
- F. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Company regarding the said Scheduled Land on which the Group Housing Colony/ Project is being developed have been completed.
- G. The Land Owners have vested the Company with complete authority and powers to undertake the development and construction of the Group Housing Colony/Project. The Company is also authorized by the Land Owners to promote, brand, market and sell all apartments comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance/ sale deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Agreement. The Company is also authorized to receive the Total Consideration (as defined hereunder) and dues or as otherwise may be due and payable, in terms of this Agreement and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
- H. The Allottee acknowledges that the Company has readily provided all information, clarifications as required by the Allottee. The Allottee has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Company / Land Owners in the said Group Housing Colony / Project and has also personally conducted physical inspection of the Scheduled Land, sanctioned building plans, licenses, ownership records, etc. of the Scheduled Land and other documents relating to the title and competency of the Land Owners/Company to enter into the arrangement aforesaid with the Company and is satisfied with the same. The Allottee has been intimated that this Agreement shall be confined and limited in its scope to the Unit in the building proposed to be constructed on the Scheduled Land (hereinafter referred to as "**Building**") in accordance with the Building Plan(s) approved by DGTCP, Haryana /DTP, Gurugram/competent authority for the Project and

other facilities and amenities. The Allottee further acknowledges that the Allottee has seen and inspected the details of registration of the Project under the provisions of the Real Estate Act and the Building Plans as approved for the Project.

- I. The Allottee has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Company or its authorized representatives. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Unit entirely upon its own independent enquiry and investigation.
- J. The Allottee after satisfying himself/herself about the rights and title of the Company/Land Owners over the Scheduled Land applied for registration / provisional allotment of a Unit in the Project to the Company vide application dated _____, admeasuring Carpet Area of _____ sq.mtr. (_____ sq.ft.), and balcony areas admeasuring _____ sq.mtr. (_____ sq.ft.), having Super Area admeasuring _____ sq.mtr. (_____ sq.ft.). The Allottee has understood and agreed to abide by the terms and conditions as set out in the Schedule/Annexures appended to the said Application for the provisional allotment by sale of the Unit in the said Project which *inter alia* includes the execution and signing of this Agreement.
- K. Pursuant to the receipt of the Application by the Company and upon completion of all procedural formalities, the Company allotted the Unit to the Allottee in the Project at such Total Consideration as described in detail in clause 1.2(b) hereinafter. The Allottee agrees and understands that the areas provisionally allotted to it are tentative and are subject to change as contemplated in this Agreement, till the grant of part occupation certificate/ occupation certificate by the competent Authority.
- L. The Parties hereby confirm and declare that they are signing this Agreement with full knowledge of the Applicable Laws (defined hereunder) applicable to the Group Housing Colony/ Project and Scheduled Land.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions contained hereinafter.

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

Definitions:

In this Agreement, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be

attributed to their ordinary meaning.

“Act” shall mean the Haryana Apartment Ownership Act, 1983 and any statutory amendments or modifications thereof.

“Agreement” shall mean this Buyer’s Agreement along with all annexures, recitals, schedules, terms and conditions for allotment of the Unit being executed between the Allottee and the Company.

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

“Application” means the application of the Allottee for booking/provisional allotment of the Unit in the Project.

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

“Unit Price” shall have the meaning given to such term in Clause 1.2(b)(i);

“Building” shall mean the specific tower in the Project in which the said Unit maybe located.

“Building Plans” shall mean the Building Plans of the Group Housing Colony including the Project as approved by the DGTCP vide No. ZP-391/JD(RM)/2015/5260 dated 01-04-2015 ZP-391/JD(RD)/2019/5309, revised Building Plans for Tower no. A, B & C , EWS, community building, convenient shopping, proposed nursery school site and swimming pool falling in the Group Housing Colony approved vide office Memo No. ZP/391/AD(RA)/2018/321 dated 04-01-2019 and Memo No. ZP-391/JD(RD)/2019/5309 dated 25-02-2019.

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

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

“**Cess**” shall mean any applicable cess, existing or future on the supply of goods or services or both.

“**Covered Area**” of the said Unit shall mean the **Carpet Area** along with entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, AC/ services ledge, services shafts attached to unit, cupboards and lofts etc. and half the area of common walls with other premises/ Unit, which form integral part of said Unit.

“**Conveyance Deed**” shall mean a document duly executed and registered before the concerned Sub – Registrar by the Company in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Unit to the Allottee;

“**DGTCP**” shall mean Director General, Town and Country Planning, Haryana;

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

“**Delay Payment Charges**” shall mean interest equivalent to State Bank of India’s highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Applicable Laws.

“**Earnest Money**” shall be 10% of the Total Consideration to be paid by the Allottee as per the Schedule of Payments for the due fulfilment of the obligations of the Allottee for the Unit in the Project.

“**EDC**” means the external development charges levied/leviable by the Government of Haryana now or in future.

“**Force Majeure Event**” shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company’s ability to perform its obligation under this Agreement *inter-alia* including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other Building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing.

“**Goods and Service Tax**” shall mean any tax imposed on the supply of goods or services or both under GST Law.

“**Group Housing Colony**” means the 14.025 acres colony being developed by the Company under the name and style of “EMAAR DIGIHOMES”, situated at Village Nangli Umarpur, Sector 62, District Gurugram, Haryana comprising of multi storied apartments, floors, car parking spaces, recreational

facilities, landscaped gardens, community buildings, convenient shopping, proposed nursery school site, etc. along with other facilities and amenities including the said Project/Unit.

“**GST Law**” shall mean Integrated Goods & Service Tax Act, 2017, GST (Compensation to the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars.

“**IDC**” means the infrastructure development charges as are imposed by the Government of Haryana, now or in future.

“**IFMS**” means interest free maintenance security of Rs. _____/- (**Rupees** _____), to be paid by the Allottee as and when demanded by the Company/Maintenance Agency as security for the payment of maintenance charges.

“**Maintenance Agency**” means the Company or association of owners or such other agency/ body/ entity, etc. to whom the Company may handover the maintenance and upkeep of the Group Housing Colony and who shall be responsible for providing the maintenance services within the Group Housing Colony/Project.

“**Maintenance Charges**” shall have the meaning ascribed to it in the maintenance agreement to be executed between the Applicant/Allottee, Maintenance Agency and the Company.

“**Operational Charges**” shall mean and include ancillary /possession related charges viz. electric connection charges, electricity meter charges, sewer connection charges, etc.;

“**Project**” means the part of the Group Housing Colony named as “**EMAAR DIGIHOMES PHASE 1**” comprising of 3 towers (Towers no. A, B and C) along with EWS, community building, convenient shopping, proposed nursery school site and swimming pool registered under the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 with Registration No. **RC/REP/HARERA/GGM/337/69/2019/31 dated 24.05.2019** and for which the Company had invited/is inviting applications for allotment.

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

“**Schedule of Payments**” or “**Payment Plan**” means the price list as set out in **Annexure-III** to this Agreement providing details and price of the said Unit.

“**Super Area**” of the **said Unit** shall be the sum of **Covered Area** of the **said Unit**, its proportionate share of Common Areas in the said Building and proportionate share of other Common Areas outside said Building and Common Areas shall mean all such part/areas in EMAAR DIGIHOMES which the Allottee shall use by sharing with other occupants of EMAAR DIGIHOMES as described in

Annexure-IV. The computation of Super Area of the said Unit does not include the shops located on ground floor of EWS Building, Site and area of proposed nursery school site, EWS Units, Roof / top terrace above Units and car parking spaces in Group Housing Colony.

Explanation – Aforementioned is for the purpose of defining Super Area and does not give any title in Common Areas to the Allottee except the right to use Common Areas by sharing with other occupants / allottees in the said Building subject to timely payment of Maintenance Charges and that such computation of Super Area of the Unit have not been used for calculating the Total Consideration. Additionally, the calculation for Super Area and Common Areas are tentative and are subject to change till the grant of part occupation certificate/occupation certificate by the competent Authority.

“**Terms for Independent Schemes**” shall mean additional terms and conditions for the purchase of the Unit by way of independent schemes as and when launched by the Company benefiting the Allottee and as maybe opted by the Allottee The terms and conditions of the schemes (if any) shall be set out in **Schedule 1** (“**Terms for Independent Schemes**”) which shall form an integral part of this Agreement.

“**Taxes and Cesses**” shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project/Group Housing Colony, now or in future.

“**Total Consideration**” shall mean the total consideration for the Unit which shall comprise of the following:

- A. Unit Price amounting to Rs. _____/- **(Rupees _____)** including 1 car parking for 2BHK and club membership;
- B. EDC, IDC and any interest thereon, as applicable amounting to **Rs. _____/- (Rupees _____)** as on date;
- C. Maintenance Charges: As applicable.
- D. Interest Free Maintenance Security: Rs. _____/- **(Rupees _____)**
- E. Taxes and Cesses: As applicable.
- F. Operational Charges / Other Charges for miscellaneous facilities: **Rs. _____/- (Rupees _____)**.

“Unit” means the specific residential apartment applied for by the Allottee, details of which have been set out in this Agreement.

Interpretation:

- (a) In this Agreement, any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "company" shall include a body corporate;
- (e) the recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (g) headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- (h) "in writing" includes any communication made by letter or email;
- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

- (j) the recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.

1. SALE OF UNIT AND RIGHTS THERETO

1.1 Description of the Unit

- (a) In consideration of the Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Consideration as per the Schedule of Payments, the Company hereby agrees to sell, convey and transfer and the Allottee hereby agrees to purchase and receive the Unit bearing no. _____, located on _____ floor situated in tower/Building no. _____ having a Carpet Area of _____ sq.mtr. (_____ sq.ft.), balcony areas admeasuring _____ sq.mtr. (_____ sq.ft.), having Super Area admeasuring _____ sq. mtr. (_____ sq.ft.). The Allottee agrees that he has seen the Unit Plan and the same is attached herewith in **Annexure – II**. The Allottee understands that the Allottee only has the right to use the Common Areas (as defined in **Annexure -IV**) within the said Group Housing Colony/ Project which shall be harmoniously used along with other occupants in the said Group Housing Colony/ Project without causing any inconvenience or hindrance to them. The Allottee shall have an exclusive right to use the car parking space bearing no. _____ as may be earmarked by the Company.
- (b) The Allottee shall have the undivided proportionate share in the land underneath the said Building (i.e. the land which is the footprint of the building in which the said Unit is situated) and same shall be calculated in the ratio of Carpet Area of the said Unit as defined herein, to the total Carpet area of all the units within the said Building only.

It is made abundantly clear by the Company and agreed to by the Allottee that no other land shall form part of this Agreement and the Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Group Housing Colony/Project except to the extent of using only such general commonly used areas and facilities within the Group Housing Colony / Project limited to and precisely listed in **Annexure IV** herein, subject, however, to the timely payment of Maintenance Charges as may be stipulated in the Maintenance Agreement.

- (c) All other land(s), areas, facilities and amenities, except those specified in this Agreement which falls to the share of the Allottee, are specifically excluded from the scope of this Agreement and the Allottee agrees and understands that it shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities except to the extent of using only such general commonly used areas and

facilities within the Group Housing Colony/Project limited to and precisely listed in **Annexure –IV** attached herewith, subject however, to the timely payment of Maintenance Charges by the Allottee. It is also clarified and agreed to by the Allottee that the general common areas like lawns, greens, roads, entrance, open spaces, other facilities/amenities/club, etc of the Group Housing Colony are common and for the benefit of all allottees of the entire Group Housing Colony including the allottees of the Project and cannot be divided. Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of area of the Unit for calculating the Total Consideration and therefore, the Allottee has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Company, its associates and Landowners and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Company and its associates and Subsidiary.

- (d) It is clarified that certain areas at the roof of the said Building are earmarked for the construction of the water tanks, solar panels and common amenities/facilities etc. as required by law and can be accessed by the allottee(s) of all the floors strictly for the purpose of maintenance and repair of such common amenities/facilities and not for any other purpose.

1.2 Total Consideration for Sale of Unit

- (a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Unit described in clause 1.1(a) above along with pro rata interest in the Common Areas, for a Total Consideration as mentioned in the Payment Plan attached herewith and broadly (but without prejudice to the other provisions of the Agreement). For the purposes of payment of stamp duty and registration fee, the sale price will be **Rs. _____/- (Rupees _____) (“Unit Price”)**.
- (b) The Total Consideration for the Unit shall mean the following:
- (i) Unit Price amounting to Rs. _____/- **(Rupees _____ Only)** including 1 car parking for 2BHK and club membership;
- (ii) EDC, IDC and any interest thereon, as applicable amounting to **Rs. _____/- (Rupees _____)** as on date;
- (iii) Maintenance Charges: As applicable.

- (iv) Interest Free Maintenance Security: Rs. _____/- (**Rupees** _____)
- (v) Taxes and Cesses: As applicable.
- (vi) Operational Charges / Other Charges for miscellaneous facilities: **Rs.** _____/- (**Rupees** _____).

The Total Consideration shall be payable by the Allottee to the Company in accordance with the Schedule of Payments. The Allottee specifically understands that time is of the essence with respect to the Allottee(s)' obligations and the Allottee undertakes to make all payments in time (without any reminders from the Company) through A/c Payee Cheque(s) / Demand Draft(s) payable at New Delhi. The Allottee agrees that the payments on due dates as set out in **Annexure – III** or unless as otherwise agreed in the Terms for Independent Schemes as mentioned in **Schedule I** shall be made promptly.

- (c) The stamp duty, registration charges and administrative charges for execution and registration of this Agreement and the Conveyance Deed in favour of the Allottee shall be paid extra by the Allottee as and when demanded by the Company or at the time set out in the **Annexure-III** of this Agreement.
- (d) The Company hereby acknowledges receipt of booking amount of Rs. _____/- (**Rupees** _____) paid for allotment of the said Unit by the Allottee, which shall constitute part of the Earnest Money for the said Unit for all intents and purposes. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company, the Company shall be entitled to cancel the booking and forfeit the Earnest Money along with the Delay Payment Charges, if any, and thereafter refund the balance amount, if any, to the Allottee within the time stipulated under the Real Estate Act. The Allottee agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the Conveyance Deed and that the Allottee hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of 30 days prior to such cancellation as stipulated in clauses 15(d)(iii) and 22 of the Agreement.
- (e) The Total Consideration above includes Taxes (consisting of Tax including but not limited to Goods and Services Tax) paid or payable by the Company which may be levied, in connection with the Unit up to the date of offer of handing over the possession of the Unit, as the case may be, after obtaining the part occupation certificate/occupation certificate. Taxes shall be charged and paid extra on the rates as applicable. Provided that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Allottee to the Company shall be increased/reduced based on such change/modification.

Unless otherwise agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), if there is any increase in the Taxes and Cesses 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 Project by the Authority, the same shall not be charged from the Allottee.

- (f) It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee will make such payments to the Company in terms of the Agreement.
- (g) The Company shall periodically intimate in writing to the Allottee, the amount payable as stated in the Schedule of Payments and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the relevant Applicable Law together with dates from which such taxes/levies etc. have been imposed or become effective.
- (h) The Total Consideration includes recovery of price of Scheduled Land, construction of the Unit and the Common Areas, IDC, EDC on the date of this Agreement, Taxes and Cesses, club charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project as agreed in **Annexure VII**. It also includes maintenance charges, IFMS charges which shall be computed/payable at the time of intimation/offer of possession. Taxes and Cesses shall be payable extra on the then prevailing rates.
- (i) The Total Consideration shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the EDC, IDC or any other statutory or other charges, Taxes and Cesses, fees, which may be levied or imposed by the Authority(ies). The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Authorities, the Company shall enclose the said Applicable Law to that effect along with the demand letter being issued to the Allottee. 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 Project by the Authority, the same shall not be charged from the Allottee.
- (j) The Company agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, taxes, charges for water or electricity, maintenance

charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned Authority, banks and financial institutions, which are related to the Project).

- (k) The Total Consideration includes the proportionate cost of firefighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in any Applicable law including but not limited to the National Building Code 2016/ Haryana Building Code 2017, or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Company, such additional expenditure incurred thereon in proportion to the area of the Unit to the total Area of all the units in the said Building as determined by the Company.
- (l) The Allottee agrees and understands that the Company shall have the right to adjust/appropriate the instalment amount received from the Allottee first towards the interest/Delayed Payment Charges and other sums, if any, due from the Allottee and the balance, if any, towards the Total Consideration. Such adjustment / appropriation of payments shall be done at the sole discretion of the Company and the Allottee undertakes not to object, protest or direct the Company to adjust the payments in any manner otherwise than as decided by the Company. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.
- (m) The Allottee agrees and understands that the car parking space assigned to the Allottee as earmarked in **Annexure V** shall be understood to be together with the Unit and the same shall not have any independent legal entity detached or independent from the said Unit. The Allottee undertakes not to sell/ transfer/ deal with such exclusive right to use such car parking space independent of the said Unit. In case the Allottee has applied for additional parking space, same shall be subject to availability at the then prevailing rates and the same shall also be subject to this condition.
- (n) The Allottee undertakes to park his vehicle in the allotted car parking space only and nowhere else in the Project/Group Housing Colony. The Allottee agrees and understands that the Allottee shall not be entitled to use the other areas in the Building/Project/Group Housing Colony reserved for services, maintenance staff etc. for parking his vehicles or any other usage.

1.3 Club and other recreational facilities/amenities

- (a) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational purposes in the Group Housing Colony. The Allottee understands that the club may be developed either simultaneously with or after development of the Unit.

- (b) On the club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors affecting the running, maintenance and upkeep of the club, the Allottee shall pay charges as prescribed from time to time by the Company/ Maintenance Agency and agree to abide by the rules and regulations formulated by the Company/ Maintenance Agency for proper management of the club.
- (c) The Company may at its sole discretion develop other recreational facilities/amenities for recreational purposes in the said Group Housing Colony/Project/Building. The right of usage of such other recreational facilities/amenities, shall be limited to the Allottee (and the occupants of the Unit claiming under them) and their dependents within the Group Housing Colony and is subject to the fulfilment of the terms and conditions as may be stipulated by the Company. The Allottee authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said other recreational facilities/amenities and upon intimation of the formalities to be complied, the Allottee undertakes to fulfill/comply with the same.

2. TAXES AND CESSSES

The Total Consideration is inclusive of Taxes and Cesses as applicable on the date of this Agreement, however, in case there is an increase/decrease in the Taxes and Cesses, the Allottee shall be liable to pay the same as and when demanded and in case of decrease the Company shall refund the excess amount. For any increase in the Taxes and Cesses, the Company shall raise a demand along with the applicable law and the Allottee shall be liable to pay the same as and when demanded.

After obtaining physical possession of the Unit:

- (i) The Allottee agrees and undertakes to pay, on demand, all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, if applicable, whether levied or leviable, now or in future, on the Unit/Building/Project/Group Housing Colony, including electricity charges, water charges and any utility charges payable to the requisite authorities from the date of possession of the Unit in the Project and the same shall be paid by the Allottee in proportion to the Carpet Area of the said Unit. Such an apportionment shall be made by the Company and / or its nominee and / or the Maintenance Agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- (ii) The Allottee shall be responsible for the payment of the below mentioned Taxes from the date of handing over the physical possession of the Unit to the Allottee and the Project to the association of allottees or the Government Authority, as the case may be, after obtaining the occupation certificate in relation to the Project:

(a) Property Tax

Property tax will be payable by Allottee to the Government Authority. However, if assessment of property tax is not made separately for each Unit and a consolidated demand is made by the Government Authority in the name of the Company, then, in that event, the Allottee undertakes to pay his proportionate share to the Company on the basis of the area of the Unit within 7 (seven) days from such demand from the Company.

(b) Wealth Tax, Fire Fighting Tax, Cesses or any other Taxes

The Allottee agrees to pay directly or if paid by Company then reimburse to the Company on their demand all the Government Taxes including without limitation in the form of Goods and Service Tax on amount payable in or in relation to sale of Unit, Cess or taxes, house tax, fire-fighting tax or any other fee or cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future, and on any other charges payable by the Allottee to the Company and / or any such Maintenance Agency and / or its nominee or any other supplier of utilities and services in terms of this Agreement, the same shall also be payable by the Allottee in proportion to the area acquired under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee agrees and undertakes to keep the Company fully harmless and indemnified in respect of such liability. The Allottee understands that the aforementioned Taxes and Cesses are only illustrative and not exhaustive.

Any betterment charges, development levies, additional premium and any other sums payable to or demanded by any Government Authority over and above the consideration as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the above Unit in name of the Allottee, shall be borne by the Allottee in proportion to the area acquired under this Agreement and shall be payable immediately on demand.

3. OPEN SPACE ON THE ROOFTOP

The Company/Maintenance Agency reserves the right to use any part of the roof top / terraces above the top floor of the Group Housing Colony/Project for installation and operation of antenna, satellite dishes, communication towers, or other equipment / v-sat link equipment / tower / other communication equipment or to use for advertisement purposes as per the applicable law and the Allottee agrees that he shall not object to the same and make any claims on this account.

4. PLANS AND CONSTRUCTION

- (a) The Allottee represents that the Allottee has seen the proposed layout plan (as given under **Annexure-II**), specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the Government Authority, as represented by the Company. The Company shall develop the Project in accordance with the said layout plan, building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Company undertakes to abide by such plans approved by the Government Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall have an option to make variations /alterations/ modifications in such plans, in the manner provided under the Real Estate Act.
- (b) The construction of the Unit in the Project including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Annexure-VII**.

5. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) The Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit without the previous written consent of the Allottee as per provisions of the Real Estate Act or as per approvals/instructions/guidelines of competent authorities. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate Act or as per approvals / instructions / guidelines of competent authorities.
- (b) The Company shall confirm the final area of the Unit after the construction of the Building is complete and the part occupation certificate / occupation certificate is granted by the Authority. The Total Consideration payable for the Unit shall be recalculated upon confirmation by the Company. The Parties hereby agree that in the event of reduction in the area, the Company shall refund the excess amounts paid by the Allottee within 90 (ninety) days annual with interest at the rate prescribed in the HRERA Rules, from the date when such excess amount was paid by the Allottee. It is further agreed that in the event of any increase in the Carpet Area, which shall not be more than 5% (Five Percent) of the Carpet Area as mentioned herein this Agreement, the Company shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan, **Annexure-III**. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
- (c) The Allottee agrees and understands that in case the Company is able to get additional FAR/ density, the Company shall have the sole right to utilize the additional FAR/ density

in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building/ Project.

6. POSSESSION AND SALE DEED/CONVEYANCE

- (a) Within 90 (ninety) days from the date of issuance of part occupation certificate/occupation certificate by the concerned Authorities, the Company shall offer the possession of the Unit to the Allottee on or before 31-Mar-2024 and/or such extended period as maybe granted by the competent Authority. Subject to Force Majeure and fulfilment by the Allottee of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee of the Total Consideration payable in accordance with Payment Plan, **Annexure-III**, along with stamp duty, registration and incidental charges and other charges in connection thereto, due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Unit to the Allottee as stipulated above.
- (b) Subject to Clause 6(a) above, in the event the Company fails to offer possession of the Unit to the Allottee within the timelines stipulated in clause 6(a), the Allottee may either.
 - a. Opt for payment of compensation from the Company calculated at the same rate as the Delay Payment Charges over the amount received by the Company till date. The Allottee agrees that the payment of Delay Payment Charges shall be made for every month of delay till the offer of possession of the Unit and such payment shall be made within the timelines stipulated under the Real Estate Act. The Company and the Allottee have agreed that the Delay Payment Charges is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights, etc of whatsoever nature;
 - b. Alternatively, the Allottee may seek termination of this Agreement by written intimation to the Company. In such an event, the Company shall be liable to refund to the Allottee, the actual amounts paid by it along with the Delay Payment Charges (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) and other amounts agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), within the timelines stipulated under the Real Estate Act. No other claim, whatsoever, shall lie against the Company nor be raised otherwise or in any other manner by the Allottee.

- (c) If, however, the offer of possession of the Unit is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation for the period of such delay. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Unit hereunder shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the Allottee subject to conditions agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), within 90(ninety) days from the date on which the Company confirms that it has become impossible for the Company to implement the Project. The Company 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 shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- (d) Upon receipt of the part occupation certificate/occupation certificate, the Company shall issue a written notice ("**Possession Notice**" or "**Intimation of Possession**") to the Allottee requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Agreement or as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Unit after:
1. Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 2. Payment of the entire stamp duty, registration charges and other incidental charges. The Allottee may with the prior intimation to the Company raise and/ or avail loan from banks and other housing finance companies for this purpose only.
 3. Execution of necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Company in respect of the Unit and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws, on payment of applicable stamp duty and other applicable charges directly by the Allottee.
 4. NOC (No Objection Certificate) or letter from Bank/Financial Institution to allow possession / registration of the property in the name of Allottee / nominee.
- (e) Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the

possession of the Unit in accordance with the Possession Notice, the Company shall prepare and execute a Conveyance Deed to transfer the title of the said Unit in favour of the Allottee. The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Company. At the time of execution of the Conveyance Deed, the Company shall handover lawful, vacant, peaceful, physical possession of the Unit and an undivided proportionate interest in the Common Areas to the Allottee.

- (f) Subject to the Applicable Laws, payment of Total Consideration and completion of other formalities by the Allottee, within 3 (three) months from the date of issuance of part occupation certificate/occupation certificate, the Conveyance Deed shall be executed in favour of the Allottee. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company. In the event, the delay in execution of Conveyance Deed is on the part of the Allottee, then the Company shall not be liable for any consequences thereof.
- (g) In the event the Allottee fails to complete the formalities and payment of overdue amounts and take over possession of the Unit within the time stipulated in the Possession Notice, the Allottee shall continue to pay the Maintenance Charges as maybe decided by the Company along with holding charges of Rs. 850/- per day for 2BHK and Rs.1400 per day for 3BHK plus applicable taxes for the entire period of delay in taking over possession by the Allottee as and when demanded by the Company.
- (h) The Allottee agrees that if the Allottee is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the Conveyance Deed in the Allottee's favor till full and final settlement of all dues to the Company including the Delayed Payment Charges is made by the Allottee. The Allottee undertakes to execute the Conveyance Deed within the time stipulated by the Company in its written notice, failing which and subject to clause 15(c) of this Agreement, the Allottee authorizes the Company to cancel the allotment and terminate this Agreement and to forfeit, out of the amounts paid by him, the Earnest Money along with Delay Payment Charges and other amounts as agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), and to refund the balance amount, if any, without any interest in the manner prescribed in this Agreement.
- (i) Further, the Company shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent Authority, as the case may be, in accordance with Applicable Laws.
- (j) The Allottee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments, the date of handing over of the possession shall be extended

accordingly, till the payment of all outstanding amounts to the satisfaction of the Company.

7. LOAN/FINANCE

The Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables, subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

- I The Land Owners have an absolute, clear and marketable title with respect to the Scheduled Land; the Company has the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the said Scheduled Land for the Project;
- II The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- III There are no encumbrances upon the Scheduled Land or the Project as on date. However, the Company shall have the right and authority to raise finance, loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of receivables, subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of the Conveyance Deed. Such mortgage or charge shall not affect the right and interest of the Allottee;
- IV The Allottee has seen all documents in this regard and has no objection to the same. Save and except as already disclosed by the Company at the time of inviting applications for booking and as disclosed herein as well as at the time of the application submitted to the concerned Government Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are no litigations pending before any court of law or Authority with respect to the said Scheduled Land, Project or the Unit;
- V All approvals, licenses and permits issued by the competent Authorities with respect to the Group Housing Colony including the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable

Laws in relation to the Project/Group Housing Colony, Scheduled Land, Building and Unit and Common Areas;

- VI The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII Save and as otherwise as stated in this Agreement, the Company has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Scheduled Land/Group Housing Colony including the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII The Company confirms that the Company is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- IX The Scheduled Land is not the subject matter of any Hindu undivided family and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit;
- X The Company undertakes to pay and discharge all Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in terms of the Applicable Laws;
- XI No notice or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Scheduled Land) from any Authority has been received by or served upon the Company in respect of the Scheduled Land and/or the Project which may affect the rights of Allottee under this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee covenants, represents, agrees, declares and undertakes to the Company that:

- (a) The Allottee has read and understood the Act and the Real Estate Act and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee is in full consensus with the provisions of this Agreement in relation to the Act and the Real Estate Act and shall at all times comply with the provisions of the Act and Real Estate Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (b) The Allottee shall have the ownership and possession of the said Unit along with the undivided proportionate share in the land underneath the Building in which the Unit is located, user interest in the Common Areas within the said Building only and other common facilities/amenities, if any, of the said Group Housing Colony/ Project. The

Allottee will have no right to claim or bring about any action for the division or partition of the Common Areas within the said Building/Group Housing Colony/Project at any time which shall forever remain impartible / indivisible. As the interest of the Allottee in the Common Areas is undivided and cannot be partitioned this would require him/her to use the Common Areas, harmoniously along with other occupants in the said Building/Project/Group Housing Colony without causing any inconvenience or hindrance to them as the common areas and facilities are common for all allottees for the entire Group Housing Colony. The Allottee agrees and understands that the Allottee shall be entitled to the undivided proportionate interest in no other common facilities /amenities in the Project/Group Housing Colony except the Common Areas within the Building only. The Allottee hereby undertakes not to raise any construction whether temporary or permanent on the rear/front balcony/lawn/rooftop/terrace under his use.

- (c) The Allottee has understood that the Company may transfer and convey its rights, title and interest in any portion of the Common Areas and all common amenities and facilities in the Group Housing Colony, in favor of any co-operative society / association/society of allottee(s)/limited company/Allottee, to be formed for the common interest of all the allottees of any Unit/Buildings in the Project, in accordance with the Act, Real Estate Act and the rules framed there-under, as and when the same are made applicable to the Unit/Building or provision of any other law that may be applicable to the Unit/Building.
- (d) The Allottee shall become a member of any association/society of Allottee as may be formed by the Company on behalf of Allottee as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (e) After the payment of Earnest Money and subject to (i) the prior intimation to the Company and (ii) compliance with other provisions of this Agreement including the payment by the Allottee to the Company, administrative charges, nomination fees, etc. as applicable from time to time in this respect, the Allottee may sell, transfer, assign or part with his right, title, or interest, in allotment of the said Unit to a third party.
- (f) The Allottee has full knowledge of the Applicable Laws applicable to the Scheduled Land and/ or the Building/Project. The Allottee has inspected all the approvals, permissions, sanctions, licenses, building plan(s), granted by DTCP and by such other competent Authorities and/or related departments in favor of the Company and ownership record in respect of the Scheduled Land, and all such documents relating to the rights and title of the Company to develop/construct the Unit in the Building and have fully satisfied themselves about the rights, title and interest of the Land Owners in the Scheduled Land and also the Company's rights to develop the Project and enter into this Agreement. The Allottee further acknowledges that the Company has readily provided all information/clarification required by them in this regard. The Allottee further agrees that the Allottee shall not

demand, investigate or raise any objections in this regard at any time whatsoever hereinafter.

- (g) The Allottee is aware of the terms and conditions contained in this Agreement and that the Allottee has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times.
- (h) The Allottee acknowledges that the Company has readily provided all the information, clarifications as required by the Allottee and that the Allottee has not relied upon and is not influenced by any architect's plan, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Unit or the size or dimensions of the Unit or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee, or any other data except as specifically represented in this Agreement.
- (i) The Allottee is entering into this Agreement for the allotment of the Unit with the full knowledge of all Applicable Laws to the Project and hereby undertake to comply with and carry out, from time to time after they have taken over for occupation and use the said Unit all the requirements, requisitions and demands which are required to be complied with by any Development Authority/ Municipal Authority/ government or any other Competent Authority in respect of the said Unit, Project and/or Scheduled Land on which the Building/Project/Group Housing Colony is situated at his own cost. The Allottee shall at all times indemnify and keep and hold the Company and its directors/employees/associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (j) In case the Allottee is a non-resident Indian or a foreign national of Indian origin then it shall be his responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**"), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Allottee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Allottee shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Allottee subsequent to the execution of this

Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the Applicable Laws.

- (k) The Allottee agrees that the Company shall not be responsible towards any third-party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the allotment of the Unit applied for herein, in any way and the Company shall be issuing the payment receipts in favor of the Allottee only.
- (l) The Allottee agrees to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Company or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such rules and notifications would be deemed to be an event of default.
- (m) If stipulated in terms of the License and the bilateral agreement executed between the Company and the DTCP, Haryana and if it is required to earmark a portion of the Project for the construction of flats/ Unit/ floors for domestic servants / low income group/Economically Weaker Sections ('EWS') of the society, in such a case, it is agreed to by the Allottee, that the Allottee shall have no right, title, interest in any form or in any manner in the Scheduled Land earmarked and/or on the building constructed thereon and/or the facilities provided therein. The Allottee confirms that the Allottee shall not raise any objection towards the same.
- (n) The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transactions contemplated hereby.

10. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE

Subject to the terms of the Agreement, the Company agrees and acknowledges that the Allottee shall have the following general rights and obligations in relation to the Unit as mentioned below:

- (a) The Allottee shall have exclusive ownership of the Unit;
- (b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the right of the Allottee to use the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc.,

of the Group Housing Colony without causing any inconvenience or hindrance to them. It is clarified that the Common Areas shall be handed over to the association of allottees/competent authorities after duly obtaining the Occupation Certificate/part completion certificate/completion certificate from the competent authority, as the case maybe in terms of Applicable Laws;

- (c) The Allottee has the right to visit the site to assess the extent of development of the Project and his Unit after taking prior appointment with the Company and following all safety norms, as the case may be. Such appointment maybe provided by the Company at its sole discretion and subject to the site being safe.
- (d) The Allottee hereby unequivocally authorizes the Company, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

After the handing over of physical possession of the Unit to the Allottee, the Allottee shall have the following ancillary rights and obligations:

(a) Electricity, Water and Sewerage Charges

The electricity, water and sewer connection charges & security deposit (if any) shall be borne and paid by the Allottee. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Unit.

(b) Entry Regulations

It is in the interest of the Allottee to help the Maintenance Agency in effectively keeping the Unit, Building and/or the Group Housing Colony/ Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project/Group Housing Colony. Provision of such Entry Regulation would not create any liability of any kind upon the Company / Maintenance Agency for any mishaps caused by any miscreants.

(c) Permitted Use and No Nuisance and Annoyance

The Allottee shall use the Unit for residential purposes only, in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of other occupants or equipment in the Building/Project or use the Unit for any activity other than for residential purpose and not put to use the Unit for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee. The Allottee(s)'

occupancy and use of the Unit shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building / Project.

(d) Interior Maintenance & Insurance

The Allottee shall carry out all the interiors and refurbish the Unit at its own cost and expense and shall also have the right to change the flooring, wall finish, install air-conditioning unit(s), other electrical or electronic appliances so long as the same does not adversely affect the structure/facade of the Building in any way. The Allottee agrees and understands that the insurance and the interiors of the Unit shall be the Allottee's responsibility and the Company shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee, his agents, contractor or any one claiming under the Allottee.

(e) Signage

The Allottee agrees and undertakes that it shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Unit, Building/Group Housing Colony/ Project. The Allottee would be permitted to place its name board at the entrance to the Unit only at the designated place specified by the Company/ Maintenance Agency in this behalf.

(f) Alterations in the Unit

- (i) The Allottee shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural damage or encroachment to the structure of the Building in the Project/Group Housing Colony.
- (ii) The Allottee shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company and/or the local authority, if required. The Allottee, however, undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee shall not change the colour and structure of the external façade of the Unit/Building/Project/Group Housing Colony.
- (iii) The Allottee shall keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized. If, however, any alterations in the area already handed over to the Allottee, relating to the Unit is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee with the cooperation of the other occupants at his/their own cost under the guidance of the Company. The

Company shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the fire-fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee, then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee directly at his own expense.

Any breach of this provision shall enable the Company to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

(g) Registration of Address

In case of joint allotment, all communication, demand notices etc. shall be sent by the Company to the Allottee, whose name appears first and at the address given by the Allottee, which shall for all purposes, be considered as served on all the allottee(s) and no separate communication shall be sent to the other named allottee(s). Any consent and/or discharge by the first named holder shall be valid discharge/consent on behalf of all other co-holders to the Company in relation to such Unit.

It shall be the responsibility of the Allottee to inform the Company by Registered A.D./ Post about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time of when those should ordinarily reach such address.

(h) Bulk supply of electricity

If the permission to receive and distribute bulk supply of electricity in the Group Housing Colony is received by the Company or the Maintenance Agency or the association, the Allottee hereby undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Maintenance Agency/association to whom permission to receive bulk supplies and distribute the same is granted. The Allottee shall also be liable to pay the proportionate share of cost, incurred by the Company / Maintenance agency/association for creating infrastructure like HT Feeder, EHT Substation, etc. Subject to the forgoing, the Allottee shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to Haryana Vidyut Prasaran Nigam Limited ('HVPNL') or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than that being provided by the Company/Maintenance Agency.

(i) Power Backup

The Company shall provide power backup facility to the Group Housing Colony / Project subject to timely payment of Maintenance Charges. The power backup for each Unit shall be made available through DG sets after accounting for an overall suitable diversity of 60% within the entire Group Housing Colony, the ownership of which shall vest with the Company/its nominee (including Maintenance Agency). It is, however, accepted by the Allottee that for any additional load increase requirement, the capital as well as running cost, as intimated by the Company from time to time, shall be borne by the Allottee. Further, the said power back facility is an additional feature and the Allottee herein shall not claim any loss /damage, whether direct or consequential, from the Company in the event of default on the part of the Maintenance Agency / association of Unit owners/ body providing the same or continue to provide the same. In the event the Allottee requires any further power back up for its appliances/equipment's, the Allottee at its own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Unit. The said power back up facility shall be usage based and the Allottee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee accepts that it shall not claim any damage / loss whether direct or consequential from the Company / Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non- availability of the same for reasons beyond the control of the Company / Maintenance Agency/any other body providing the same.

(j) Association of Owners

The Allottee undertakes to join the association of the allottees as may be formed by the Company on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid portion of the Total Consideration payable by the Allottee herein for the said Unit and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association is attached hereto as **Annexure - VI**.

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 transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Group Housing Colony/Project.

11. TIME IS THE ESSENCE

It is specifically and categorically understood and agreed by the Allottee that time is of the essence with respect to the Allottee(s)' obligations to perform or observe all the obligations of

the Allottee under this Agreement and / or to pay the Total Consideration along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company in accordance with the Payment Plan, as the case may be.

12. COMPENSATION

- (a) In case the Company is not able to handover the possession of the Unit within the period as stipulated hereinabove or any extended period (provided however contingencies stated in clause 15(a) have not occurred), the Allottee shall be entitled to payment of compensation as per the terms of the Real Estate Act.
- (b) The Allottee agrees that the compensation as payable under clause 15(b) hereinabove shall be payable only after making payment of all charges and clearing off all dues as reserved in this Agreement and after the Allottee fulfills all the conditions as set out in this Agreement.
- (c) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the occupation certificate, completion certificate and/or any other permission / sanction from the competent authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee.

13. PERMITTED USE

The Allottee understands that the permitted use of the Unit is for residential purposes only and the Allottee hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse of the said Unit for which the Allottee shall be solely responsible. If the Allottee uses or permits the use of the said Unit for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee does not cure/rectify the defect, the Allottee shall be required to pay penalty/ damages as applicable, to the Company till the default is not cured/ rectified. The Company will also be entitled to disconnect the water and electricity connection of the defaulting Allottee in case the default is not cured by the Allottee within 30 (Thirty) days.

14. MAINTENANCE AFTER POSSESSION

- (a) The Allottee shall, after taking the possession of the Unit, be solely responsible to maintain the said Unit at his/ her own cost, in good repair and condition and shall not do or cause to be done anything in or to the said Building or the said Unit, or the staircases, common passages corridors, circulation areas etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or

belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the said Building in which the said Unit is located is not in any way damaged or jeopardized.

- (b) It is further agreed by the Allottee that all fixtures and fittings including but not limited to air conditioners/ coolers etc. shall be installed by the Allottee at places earmarked or approved by the Company and nowhere else. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (c) The Allottee recognises that the Units are being serviced by the Maintenance Agency and that the services being done by any external agency would be detrimental to the interests of the Unit's / Building's maintenance and upkeep.

15. EVENTS OF DEFAULTS AND CONSEQUENCES

- (a) Subject to the Force Majeure, the Company shall be considered under a condition of default, in the following events:
 - (i) Company fails to provide ready to move in possession of the Unit to the Allottee on or before time granted under the HARERA or such other extension as granted by the said authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects and for which part occupation certificate/occupation certificate has been granted by the competent Authority;
 - (ii) Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act.
- (b) In case of default by the Company under the conditions listed above in Clause 15(a), the Allottee shall be entitled to the following:
 - (i) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case

the Company shall be liable to refund the entire money paid by the Allottee along with compensation being equivalent to Delay Payment Charges within 90 (ninety) days of receiving the termination notice from the Allottee in accordance with Real Estate Act.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the Agreement, the Company shall pay to the Allottee the compensation being equivalent to Delay Payment Charges and other amounts as agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), for every month of delay till the date of offer of handing over of the possession of the Unit within 90 (ninety) days of it becoming due in accordance with the Real Estate Act.

- (c) The Allottee shall be considered under a condition of default, in the following events:
- (i) Allottee fails to pay the agreed Total Consideration, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Company in terms of this Agreement;
 - (ii) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee to the Company, for any reason whatsoever;
 - (iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement;
 - (iv) Allottee fails to take possession of the Unit, within the time provided in the Possession Notice;
 - (v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
 - (vi) Any other breach of a provision under this Agreement by the Allottee.
- (d) The Allottee shall be considered under a default on occurrence of the following:
- (i) In case the Allottee fails to make payments for two consecutive demands by the Company as per the Payment Plan, despite having issued notice in that regard, the Allottee shall be liable to pay Delay Payment Charges for the period of delay in making payment of instalments as per the Payment Plan. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted

towards the current outstanding amounts.

- (ii) In case of default by the Allottee under the condition listed above continues for a period of 90(ninety) days, the Company shall be entitled, at its sole discretion, to cancel this Agreement and allotment thereof of the Unit, and refund the amount received from the Allottee after deducting the Earnest Money and Delayed Payment Charges.
 - (iii) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Company, and subsequently, the Company chooses to cancel the allotment of the Unit, the Allottee shall have no lien or claim on the Unit and the Company will be entitled to sell, convey or transfer the Unit to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Unit by the Company, shall be refunded to the Allottee after deducting the Earnest Money, Delay Payment Charges and other amounts as agreed in the Terms for Independent Schemes as mentioned in **Schedule I** (if applicable), on the amount due accruing in favour of the Company in terms of the Agreement within 90 days of such cancellation. On such default, the Agreement and any liability of the Company under the same shall stand terminated. Provided that, the Company shall intimate the Allottee about such termination at least 30 days prior to such termination.
- (e) The exercise of above remedies is without prejudice to the other rights of the Company as stated here under:
- (i) The Allottee agrees that upon default from his side, the Agreement would be cancelled and the Company will be released and discharged from all liabilities and obligations under this Agreement and the Allottee hereby authorises the Company that the Unit in the Project may be sold to any other party by the Company or dealt in any other manner, as the Company may, in its sole discretion, deem fit as if this Agreement had never been executed and without accounting, to the Allottee, for any of the proceeds of such sale.

16. DEFECT LIABILITY:

- (a) It is agreed that in case any structural defect or any major defect in workmanship, quality or provision of services or any other obligations of the Company, directly attributable to the Company's obligations in this Agreement, relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Allottee from the date of handing over physical possession of the Unit, it shall be the duty of the Company to rectify such defects without further charge, within a period of 90 (ninety) days, and in the event of Company'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 Real Estate Act.

- (b) The Allottee also agree that the Company shall not be responsible in cases (i) where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person;(ii) where such defects are made or brought about by the Allottee by means of carrying out structural/architectural changes from the original specifications/design; and/or (iii) where the defects are the result of ordinary wear and tear in due course or which are result of failure by the Authorities to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Group Housing Colony/Project shall not be covered under defect liability.
- (c) The Allottee hereby confirms and agrees that all fittings, fixtures, etc., shall be made functional at the time of handing over the physical possession of the Unit but the maintenance thereof shall be the responsibility of the Allottee. Intrinsicly, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, modular kitchen, home automation equipment, air conditioning, aluminium items, façade, doors, windows and such like shall also not be covered under defect liability.

17. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Company/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, parking spaces, etc. for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18. MAINTENANCE

- (a) The Allottee hereby agrees and undertakes to enter into a separate Maintenance Agreement as per the draft as may be provided by the Company.
- (b) The Allottee further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Group Housing Colony/Project/Building, its Common Areas, utilities, equipment installed in the Building and such other facilities forming part of the Group Housing Colony/Project, after taking possession/deemed possession of the Unit. Further, the Allottee agrees and undertakes to pay in advance, along with the last instalment specified under Payment Plan, advance maintenance charges (AMC) equivalent to Maintenance Charges for a period of two years or as maybe decided by the Company / Maintenance Agency at its discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.

- (c) In addition to the payment of the AMC to be paid by the Allottee, the Allottee agrees and undertakes to pay IFMS, to be paid by the Allottee, as and when demanded by the Company.
- (d) The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills, and charges as may be raised by the Maintenance Agency from time to time.
- (e) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said Maintenance Agency nominated by the Company for performing such services.
- (f) Notwithstanding anything contained in this Agreement or the Maintenance Agreement, the Allottee agrees that the Company shall carry out the maintenance of common services and facilities pertaining to the said Group Housing Colony including the Project and the Company shall handover the responsibility of maintenance to the Maintenance Agency from such time as deemed appropriate by the Company. The Allottee agrees to permit the Company/Maintenance Agency to enter into the Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to carry out the maintenance of common services and facilities and to set right any defect in the Unit or any defects in the Unit above or below the Unit. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit. The Allottee shall pay necessary charges for maintenance of common services and facilities as determined from time to time. It is clarified that the scope of maintenance and upkeep of various common services within the Building/ Project/Group Housing Colony and outside shall be described in detail in the Maintenance Agreement. It is understood by the Allottee that the maintenance and insurance of individual Unit shall always remain the responsibility of the Allottee.
- (g) The Allottee agrees and undertakes that in case due to rise in cost of maintenance there is any shortfall in the amount of AMC, then such excess charge shall be paid by the Allottee on actuals as raised in the maintenance bills by the Company/ Maintenance Agency from the date stipulated in the Possession Notice on pro-rata basis irrespective of whether the Allottee is in actual possession of the Unit or not. In order to secure due performance by the Allottee in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Schedule of Payment and to always keep deposited with the Company an IFMS, as applicable. In the event the Allottee fails and/or neglects to pay the maintenance bill, other charges on or before the due date, then in such an event the Allottee shall not be entitled to receive the services being rendered by the Maintenance Agency and in addition thereto the Company shall also have the right to adjust unpaid amount against maintenance bills out of the security

deposit. The Company shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.

- (h) The Maintenance Charges shall be informed at the time of intimation of possession of the Unit to the Allottee. It is further agreed and acknowledged by the Allottee that the Maintenance Charges to be paid by him in respect of the maintenance services shall be payable by the Allottee as per the bills of the Maintenance Agency as stated hereinabove from the date of offer of handing over of the possession of the Unit by the Company in favour of the Allottee.
- (i) The scope of maintenance and general upkeep of various common services within the Building/Project/Group Housing Colony shall broadly include but not be limited to operation and maintenance of generators including diesel, fire-fighting system, garbage disposal and upkeep of Common Areas, water supply, sewerage system, common area lighting. The service outside the Unit but within the Project/Group Housing Colony shall include maintenance of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within the Project/Group Housing Colony.
- (j) In case of the failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Company to deny him/her the right to avail the maintenance services authorizes the Company to adjust the principal amount of the IFMS against such defaults in the payments of the maintenance bills. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum, the Allottee further undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company. If the Allottee fails to make good the shortfall as aforesaid on or before its due date, then it shall be treated as an event of default by the Allottee. It is further clarified and agreed and acknowledged by the Allottee that the Company shall always have the right to set off any payment or dues, from the IFMS. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to the IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Company shall have the first charge/lien on the said Unit in respect of such non-payment of shortfall/increases as the case may be.
- (k) It is hereby agreed that Company shall be responsible for providing and maintaining the essential services on reasonable charges till the taking over of the maintenance of the Group Housing Colony by the association of allottees and enable the formation of such association of allottees under the Applicable Laws. In the event the aforesaid association is not formed then till the formation of such association, the maintenance charges will be paid by the Allottee from the offer of possession of the Unit. It is also agreed and understood by the Allottee that the association of allottees that maybe formed under the Applicable Laws, shall be for the entire Group Housing Colony including the Project.

19. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the said Unit and making of all payments pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing, and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the said Unit.

20. INSURANCE

The structure of the said Building may be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Company or the Maintenance Agency, on behalf of the Allottee and the cost thereof shall be payable by the Allottee apart from the maintenance bill raised by the Maintenance Agency but the contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of ensuring the Building structure shall be recovered from the Allottee according to their proportionate share in the Project/Group Housing Colony through a consolidated bill raised annually. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

21. COMPLIANCE WITH ACT AND REAL ESTATE ACT

- (a) The Allottee has confirmed and assured the Company prior to entering this Agreement that he has read and understood the Act, the Real Estate Act and all the rules and regulations framed thereunder and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that the Allottee is in full agreement with the provisions of this Agreement in relation to the Act, the Real Estate Act and all the rules and regulations framed thereunder and shall at all times comply, as and when applicable and from time to time, with the provisions of the any other laws dealing with the matter.
- (b) If the said Unit and the Project in which it is located is subject to the Act, the Real Estate Act and all the rules and regulations framed thereunder or any statutory enactments or modifications thereof, the Common Areas and facilities and the undivided interest of each Unit owner in the Common Areas and facilities as specified by the Company in the Declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the said Unit in the Project shall be limited to and governed by what is specified by the Company in the declaration, which shall be in strict consonance with this Agreement.

22. BINDING EFFECT

- (a) Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly, the Allottee signs and delivers both copies of this Agreement with all the annexures along with the payment(s) due as stipulated in the Schedule of Payment at the address of the Company within 30 days from the date of receipt by the Allottee of this Agreement.
- (b) If the Allottee fails to execute and deliver to the Company, this Agreement within 30(thirty) days from the date of its receipt by the Allottee and further execute the Agreement and register the Agreement, as per intimation by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60(sixty) days from the date of the receipt by the Allottee, the booking of the Allottee shall be treated as cancelled and in such a case the Company has an option to forfeit the Earnest Money and Delayed Payment Charges.

23. ASSIGNMENT

- (a) The Allottee agrees and understands that the Allottee shall not be entitled to get the names of his nominees, legal representatives etc. substituted in his place till the payment of 10% of the Total Consideration of the said Unit. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including such payments of administrative charges as it may deem fit. This Agreement or any interest in the Unit shall not be assigned by the Allottee without prior intimation to the Company and shall be subject to Applicable Laws or any Government directions as may be in force and shall be subject to this Agreement and the terms, conditions and charges as the Company may impose.
- (b) Stamp duty, registration fee, taxes, etc. levied as a result of assignment, transfer, conveyance or nomination of the Unit being allotted herein shall be borne by the Allottee.

24. ENTIRE AGREEMENT

- (a) This Agreement along with the preamble, recitals and all its annexures, schedules (if any) is the only Agreement touching upon the purchase of the said Unit by the Allottee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement signed between the Parties.
- (b) The Parties have agreed to Terms of Independent Schemes, if any for the purchase of the

Unit by way of special schemes benefiting the Allottee. The terms and conditions of the schemes (if any) shall be set out in **Schedule 1** which shall form an integral part of this Agreement. All other terms and conditions in this Agreement (read with all and any annexure, amendments, thereto) shall remain in full force and effect and the Special Terms apply mutatis mutandis to this Agreement and is amended only to the extent specifically set forth therein. In case of any conflict between the provisions of the Buyers Agreement and this Schedule, the provisions of Schedule shall supersede and prevail.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS / SUBSEQUENT ALLOTTEE

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit/ Building / Project/Group Housing Colony shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent allottee(s)/ assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE

- (a) The Company 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 of Delayed Payment Charges for delayed payment of installments by the Allottee. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottees.
- (b) 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.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any applicable law, such provisions 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 the Applicable Laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. INDEMNIFICATION

- (a) The Allottee hereby undertakes to keep and hold the Company indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or

suffered by the Company or made or taken against the Company, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee or by any act or omission, negligence or fault of the Allottee, misrepresentations or willful misconduct, or due to non-compliance violations or non-compliance of any Applicable Laws in respect of compliance of the terms of this Agreement or otherwise.

- (b) The Allottee agrees and understands that the employees, officials and or any other authorized person of the Company shall provide relevant and necessary assistance for completing the procedural formalities in executing this Agreement. However, the Allottee understands that such assistance rendered by the Company's employees, officials and/or any other authorized person shall be provided for and on behalf of the Company and the employee, officials or the authorized person shall in no way be responsible in their individual capacity. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and/or authorized person harmless and indemnified from any loss, arising out of, or in relation to or in connection of rendering such assistance.

29. COUNTERPARTS

Two copies of this Agreement shall be executed in two originals and the Company shall retain the first and send the second executed copy to the Allottee for his reference and record.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office. After the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

31. NOTICES

- (a) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:
 - (i) upon delivery, in case of hand delivery of the notice;
 - (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;

- (iii) on the 5th (fifth) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

(b) The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
Company	306-308 Square One, C2 District Centre, Saket New Delhi – 110017
Allottee	Customer Name _____ Address _____

32. JOINT ALLOTTEE(S)

In case there are joint allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by the Allottee, which shall for all purposes be considered as served on all the allottee(s).

33. 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/Group Housing Colony, the same shall be the proportion which the Carpet Area of the Unit bears to the total carpet area of all the units in the Building/Project/Group Housing Colony.

34. SAVINGS

Any application, 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 for such Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or Real Estate Act.

35. LAWS OF INDIA

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

36. GOVERNING LAW AND DISPUTE RESOLUTION

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate Act including other applicable laws

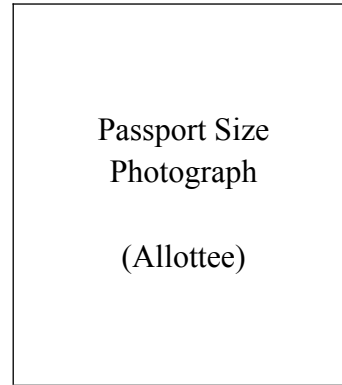
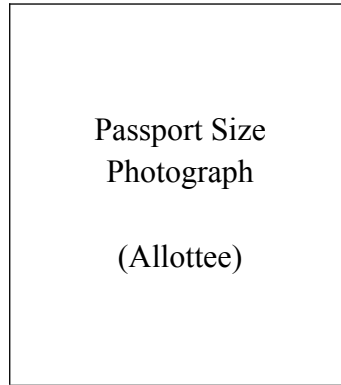
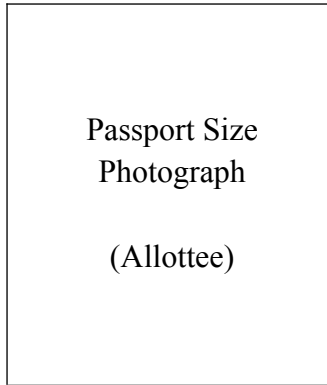
of India for the time being in force.

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 Real Estate Act.

All or any disputes arising out of or in connection with this Agreement which are not within the scope and purview of Real Estate Act, shall be settled amicably by mutual discussion, failing which, the same shall be referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Gurgaon, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures

Signed and Delivered by the within named **ALLOTTEE(S)** in the presence of witness, at _____ on _____:



Signature (of the first / Sole Allottee):	Signature (of the Second Allottee):	Signature (of the Third Allottee):
Name: _____	Name: _____	Name: _____

Signed and Delivered by the within named Company in the presence of witness at New Delhi on _____.

For and on behalf of Emaar MGF Land Limited	
Name:	
Signature:	
Designation:	
Witnesses:	
Signature	
Name:	
Address	

For and on behalf of The Land Owners	
Name:	
Signature:	
Designation:	

Schedule I

TERMS FOR INDEPENDENT SCHEMES

N/A

Annexure-I

Schedule of Land

License No.265 of 2007

M/s. Juhi Promoters Pvt Ltd.:- Land bearing Rectangle No. 17, Revenue No. 10 (3-6), Rectangle No. 18, Revenue No. 6 (8-0),11 (8-0),12 (8-0),13 (8-0),14 (8-0), 15 (5-14), 17 (7-14), 18 (8-0), 19 (8-0), 20 (8-0), 21/1 (8-9), 22/1 (6-13), 23/1 (4-13), 23/3 (0-6), 24/1 (2-2), 24/3 (1-7), kita 17 admeasuring **104 Kanal 4 Marla** (13.025 acres) situated in the revenue estate of Village Nangli Umarpur, Tehsil Badshahpur and District Gurugram.

M/s. Garland Estate Pvt Ltd.:- Land bearing Rectangle No. 19, Revenue No. 15 (8-0), kita 1 admeasuring **8 Kanal 0 Marla** (1 acre) situated in the revenue estate of Village Nangli Umarpur, Tehsil Badshahpur and District Gurugram.

Total land measuring 112 Kanal 4 marla or 14.025 acres

Unit Layout Plan

Annexure-III

PRICING AND PAYMENT PLAN – EMAAR DIGIHOMES

Annexure-IV

Description of Common Areas

PART-A

Common Area shall mean all such parts/areas in the entire Building which the Allottee shall use by sharing with other occupants of the Building/Group Housing Colony. List of Common Areas, as may be applicable for use of Unit allottees within **EMAAR DIGIHOMES** proportionate area of which included in computation of Super Area of the Said Unit.

1. Entrance hall / lobby at ground floor.
2. Staircases and munties.
3. Lifts/ lift shafts.
4. Lifts lobbies including lighting and firefighting equipment thereof.
5. Passages / corridors including lighting and firefighting equipment thereof.
6. Lift machine rooms.
7. Overhead water tanks.
8. Electrical / plumbing / fire shafts and service ledges.
9. Security room/ driver's common toilet.
10. Security / fire control room.
11. Refuge Terrace
12. Maintenance Office
13. Architectural Features
14. Club/community center

PART-B

List of general Common Areas located in Basement for Unit allottees in **EMAAR DIGIHOMES**, included in computation of Super Area of said Unit.

1. D.G. room / D.G. sets.
2. Underground domestic & fire water

tanks and pump room & pumps with accessories

3. Transformer rooms
4. Electrical panels and panel rooms.
5. Fan rooms
6. Circulation areas.
7. Sewage treatment plant.
8. Maintenance office/ service areas.
9. ESS

PART C:

List of general Common Areas within EMAAR DIGIHOMES for use of Unit allottees in EMAAR DIGIHOMES excluded from computation of Super Area of the said Unit

1. Lawns & play areas, including lighting & services etc.
2. Internal roads including lighting & services etc.
3. Fire hydrants & all breaching heads etc.
4. Open car parking around buildings.
5. Covered parking spaces on stilt level of buildings, if any.

It is specifically made clear by the Company and agreed by the Allottee that save and except the ownership of the said Unit, use of Common Areas in Part-A, Part-B and Part-C as above and exclusive use of Said parking space(s) as described in Clause 1.2(n) of this Agreement and the undivided proportionate share in the land underneath the said Building, he/she shall not have any right, title, or interest in any other land(s), areas, facilities and amenities within EMAAR DIGIHOMES as these are specifically excluded from the scope of this Buyers Agreement and the Allottee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART D:

It is specifically made clear by the Company and agreed by the Allottee that this Buyers Agreement is limited and confined in its scope only to the said Unit, areas, amenities and facilities as described in Part-A, Part-B & Part-C of this Annexure and the foot print of the Said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities in EMAAR DIGIHOMES and outside the periphery / boundary of EMAAR DIGIHOMES are specifically excluded from the scope of this Buyers Agreement and the Allottee agrees that he / she shall not have any ownership rights or title, in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Buyers Agreement and have not been counted in the - and therefore, the Allottee has not paid any money in respect of such other lands, areas, facilities, and amenities. The Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Company, its associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A list of such other lands, areas, facilities and amenities is given below.

1. EWS Units
2. Nursery School Site
3. Areas for all commercial buildings and commercial buildings / premises
4. Periphery Road for use of all occupants of EMAAR DIGIHOMES
5. All areas, building, premises, structures falling outside the periphery / boundary of the Said Land

Annexure-V
PARKING LAYOUT

Annexure - VI
Proforma of Membership Application Form

Date: [insert]
[insert Name & address of Sender]

The Secretary
The EMAAR DIGIHOMES Association
Village Nangli Umarpur,
District Gurugram, Haryana

Sub: Application for enrollment as member

Dear Sir,

I/We have entered and executed a Conveyance Deed/Deed of Apartment with Emaar MGF Land Limited for a Unit bearing no. situated in Tower/block/Sector _____, in the Project which is part of “EMAAR DIGIHOMES” along with exclusive right to use reserved parking space bearing no. [●].

I/We request to be enrolled as member of “EMAAR DIGIHOMES Owners Association” and I/we herewith remit a sum of Rs. .../- (Rupees ... only) through cash/cheque bearing no. dated drawn on bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the apartment owners association. We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You

Yours Sincerely

([●])
Allottee

ANNEXURE -VII
SPECIFICATIONS OF THE UNIT

FOR NECESSARY ENDORSEMENT

FOR NECESSARY ENDORSEMENT