

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The allotment and sale of a Unit in the commercial component ('**M3M 65th Avenue**') of the Mixed Use Development Project to be developed on the Land situated in the Revenue Estate of Village Maidawas and Badshahpur, Sector-65, Gurugram (Gurgaon), Haryana, India is subject to the set of terms and conditions as set out in the Agreement for Sale and the Schedules and annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and other Applicable Law. Upon its execution, the Allottee agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoter reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in/to any provision of this Agreement by the Allottee unless as may otherwise be separately advised in writing by the Promoter.

Upon the due execution and registration of the Agreement (Three original sets which shall be duly registered with and endorsed with the registration particular by the jurisdictional Sub-Registrar of Assurances), by the Allottee and the Promoter, one duly signed original set of the Agreement) will be returned to the Allottee for his/her/its/their own record and the one original set will be retained by the Promoter and third original set will be retained by the jurisdictional Sub-Registrar of Assurances.

All the terms & conditions, rights and obligations of the parties as contained in the Agreement shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and any other Applicable Law. Any provision of the Agreement which is inconsistent or contradictory to the Real Estate (Regulation & Development) Act, 2016 (read with the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and the Applicable Law) shall not have any effect and be deemed void.

Instructions for execution of the Agreement:

- (i) Kindly manually mark your full signature in '**BLACK INK**' (as in your Application Form, PAN Card, Aadhar Card and as used by you to operate your Bank Account) along with the signatures of each of the Joint Allottee(s), if any, at the bottom of each and every page of this Agreement including all its Annexures except the blank pages, if any. Kindly also sign on the Non-Judicial Stamp Paper attached in all the three original sets of this Agreement.
- (ii) Kindly affix, at the place provided, your latest passport size color photograph including the photograph of each of the Joint Allottee(s), if any, and respectively sign across the photograph(s).
- (iii) Kindly also provide a self-attested true copy of your PAN Card and Aadhar Card along with your residential address proof including that of each of the Joint Allottee(s), if any. Kindly ensure to provide your specimen signature and the signature of each of the Joint Allottee(s), if any, duly verified by the branch manager of the bank wherein you and the Joint Allottee(s), if any, hold a bank account(s).
- (iv) Please send all the three signed original sets of the Agreement along with requisite documents to the Promoter at its address mentioned herein.

AGREEMENT FOR SALE

- 1. Nature of document - **Agreement for Sale**
- 2. Village/Block - Village Maidawas and Badshahpur, Sector-65
- 3. Sub-Tehsil -
- 3. Tehsil - **Gurugram (Gurgaon)**
- 4. District - **Gurugram (Gurgaon)**
- 5. Area - _____ Sq. Ft. (_____ Sq. Mtr.)
- 6. Sale Consideration - **Rs. _____/-**
- 7. Stamp Duty - **Rs. _____/-**
- 8. Stamp Certificate No. /Date - _____
- 9. Stamp GRN - _____
- 10. Commercial or residential - **Commercial**
- 11. Unit No. - _____
- 12. Unit Type - _____
- 13. Property Address - **Unit No. _____, Floor _____, Tower No. _____, in Project 'M3M 65th Avenue', Village Maidawas & Badshahpur, Sector 65, Tehsil & District Gurugram (Gurgaon), Haryana**

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this ___ day of _____, 201___,

By and Between

Manglam Multiplex Private Limited (CIN No. U55101HR2003PTC044839, PAN No. AAECM0481G), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at GF-1, Vipul Plaza, Village Haiderpur Viran, Sector 54, Gurugram (Gurgaon) 122002, Haryana, India represented by its authorized signatory _____ son / daughter / wife of _____ son of _____ (Aadhar No. _____) authorized *vide* board resolution dated _____, hereinafter referred to as the “**Promoter**” (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**;

AND

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr.
_____ permanent resident of
_____ and presently residing at
_____ carrying on the business and trading as a Proprietor Firm, having its office at
_____ acting through its Proprietor Mr./Ms./Mrs. _____ son/
daughter/ wife of Mr. _____ (PAN No.
_____, Aadhar/ UID No. _____);

AND/OR

_____, a Partnership Firm
duly registered under the Indian Partnership Act, 1932 with the office of the Registrar of Firm/ a
Hindu Undivided Family/ a Limited Liability Partnership duly registered under the Limited
Liability Partnership Act, 2008 vide Registration No. _____ (PAN
No. _____), having its principal place of business/ head office at
_____ acting through its authorized Partner/ Karta/ Authorized Signatory, Mr./Ms./Mrs.
_____ son/ daughter/ wife of Mr.
_____ (Aadhar No. _____ / UID No.
_____) (copy of the resolution/letter of authority signed by all the
partners to be submitted along with the Agreement by the Allottee);

AND/OR

_____, a company
incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and
existing under the Companies Act, 2013 (CIN # _____, PAN No.
_____), having its registered office at
_____, acting through its duly constituted and authorized signatory, Mr./Ms./Mrs.
_____, son/ daughter/ wife of Mr.
_____ (Aadhar No. _____ / UID No.
_____) duly authorized vide Board Resolution dated ___/___/20___,
which is still valid, subsisting and has not been revoked;

AND/OR

M/s. _____, a society
registered under the Societies Registration Act, 1860, (Registration No.
_____, PAN No. _____), having its
registered office at

_____ acting through its duly constituted and authorized signatory, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____), duly authorized vide Board Resolution dated __/__/20__, which is still valid, subsisting and has not been revoked;

AND/OR

_____, a Trust registered under the Indian Trusts Act, 1882, (Registration No. _____, PAN No. _____), having its registered office at _____

_____, acting through its duly constituted and authorized Trustee, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) duly authorized vide Resolution dated __/__/20__, which is still valid, subsisting and has not been revoked;

(hereinafter singly/jointly, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/ LLP/ Karta and each member of the HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company/ society/ trust - its successor(s)-in-interest and permitted assign(s); as the case may be) of the **SECOND PART**.

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

WHEREAS:

- A.** The Promoter is the sole, absolute and lawful owner of the land admeasuring approximately 58325.23 square meters [14.4125 acres (5.8327 Hectares)] situated in the Revenue Estate of Village Maidawas and Badshahpur, Sector-65, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India and as more particularly described in ‘**Schedule A**’ hereto (the “**Said Land**”) vide registered title documents, duly registered in the office of the jurisdictional Sub-Registrar;
- B.** The Said Land is earmarked and approval has been accorded by the Competent Authority(ies) for the purpose of development of a mixed-use colony (mixed-use development/ project), comprising multiple multistoried residential (1196 main residential units) and commercial units (982 commercial / retail units). The residential component of the said project shall be known as ‘**M3M Heights**’ and the commercial component of the said project shall be known as ‘**M3M 65th Avenue**’, of the mixed-use colony being developed on the Said Land (“**Project**”);

- C. The Project being so developed on Said Land shall be an integrated complex comprising of residential component under the name and style of ‘**M3M Heights**’ and the commercial component under the name and style of ‘**M3M 65th Avenue**’, both being integral parts of the said Project. This Agreement is limited to the commercial component of the said Project in general and the Unit in particular. The Allottee has understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Allottee in respect thereof. The extent of the Said Land may be modified by way of addition/ deletion of land parcels and merging with the Said Land in future to the extent as may be acquired/required/desired pursuant/ consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana (“**DGTCP**”) (formerly known as Director, Town and Country Planning {“**DTCP**”}) and/or any other Government Authority(ies)/ Competent Authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder;
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the said Project (comprising of commercial component and residential component) have been complied with, and the Project is being developed and constructed as per Applicable Laws and in accordance with the licenses, approvals, permissions, sanctions etc. from the Competent Authorities / Government Authorities;
- E. DGTCP/DTCP has granted License No. 15 of 2017 dated 02.05.2017 under the Haryana Development & Regulation of Urban Areas Act, 1975 (hereinafter referred to as the ‘**1975 Act**’) and the Haryana Development & Regulation of Urban Areas Rules, 1976, (hereinafter referred to as the ‘**1976 Rules**’) for setting up a Mixed Land Use Colony i.e. the said Project under Transit Oriented Development Policy (TOD) notified vide Notification No. CCP(NCR)/TOD/2016/343 dated 09.02.2016 by Government of Haryana (in short ‘**TOD Policy**’) on the Said Land admeasuring 14.4125 Acres situated in the revenue estate of Village Maidawas and Badshahpur, Sector-65, Gurugram-Manesar Urban Complex, Gurugram, Haryana;
- F. The Promoter has obtained the approval on the final layout plan / demarcation / zoning / site plan, building plan or any other requisite approval from DGTCP/DTCP for the commercial component and residential component of the said Project, as the case may be, and the building plans have been sanctioned from DGTCP/DTCP vide Memo No. ZP-1147/SD(BS)2017/11857 dated 01.06.2017 and further revised vide Memo No. _____ dated _____. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act / any other laws of the State as applicable;
- G. The Promoter has obtained and shall be further obtaining (as required at the relevant time) further necessary sanctions, permissions and approvals from the concerned authorities/ Competent Authority(ies) for the said Project or part thereof;
- H. The Promoter has registered the Project under the provisions of the Act with the Haryana

Real Estate Regulatory Authority at Chandigarh on 14.06.2017 under Registration No. 01 of 2017;

- I. The Allottee had applied for a Commercial Unit in the said Project *vide* Application No. _____ dated _____ and has been allotted Commercial Unit No. _____ having carpet area of _____ sq. ft. (_____ sq. mtrs.) (“**Carpet Area**”) and corresponding super area _____ sq. ft./ _____ sq. mtrs.) (“**Super Area**”), type _____, on _____ floor in [tower/block/building] No. _____ (“**Building**”) along with exclusive usage of *Nil* number of car parking spaces no. *Nil*, as permissible under the Applicable Law and of *pro rata* right / share in the Common Areas (hereinafter referred to as the “**Unit**” more particularly described in ‘**Schedule B**’ and the plan of the Unit is annexed hereto and marked as ‘**Schedule C**’);
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the Unit in the said Project being developed as per currently approved building plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the Unit and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement;
- L. The Allottee acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to him with its full legal import and effect and the Allottee has obtained independent advice on all the aspects and features before deciding to proceed further. The draft of the Agreement was made available to the Allottee at the time of booking. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee;
- M. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the said Project;

- N.** The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard and further the Allottee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under;
- O.** It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the said Project and no impression / representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the said Project;
- P.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws, applicable in the State and related to the said Project;
- Q.** 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 appearing hereinafter;
- R.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit along with the parking, if any, and as applicable as specified in Recital I above.

DEFINITIONS:

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:-

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Agreement”** shall mean this Agreement for Sale executed by the Promoter and the Allottee along with its recitals, annexures, schedules and terms and conditions for the allotment of the Unit in the said Project;
- (c) **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983

- and Rules thereof, including any statutory enactments or modifications thereof;
- (d) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
 - (e) **“Application”** shall mean the application for the provisional allotment of the Unit in the said Project as made by the Allottee;
 - (f) **“Architect”** shall mean a person registered with valid membership of the council of Architecture, India as prescribed under the Architect Act, 1972;
 - (g) **“Association of Allottees”** shall mean the condominium / association of the allottees in the Project as the case may be, which shall be formed by the Promoter under the Applicable Laws;
 - (h) **“Authority”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project;
 - (i) **“Building Plan(s)”** shall mean the building plan(s) of the Project as approved under the Punjab Act and Punjab Rules or any other Applicable Law, and shall include all subsequent revisions thereof;
 - (j) **“Carpet Area”** shall have the same meaning ascribed to it under the Act and the Rules;
 - (k) **“Common Areas”** shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(f) of the Rules;
 - (l) **“Commitment Period”** shall mean June, 2022 notified by the Promoter to the Authority, at the time of registration of the Project under the Act, for completion of the Project, or as may be further revised/ approved by the authorities;
 - (m) **“Competent Authority” / “Government Authority”/ “Statutory Authority”** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Project and the expression **“Government Authorities”/ “Competent Authorities”/ “Statutory Authorities”** shall be construed accordingly;
 - (n) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Unit shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act and Applicable Laws;
 - (o) **“Declaration”** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Promoter under the Apartment Ownership Act, with the Competent Authorities with regard to the said Project;
 - (p) **“Development Charges” or “DC”** shall mean the amount payable by the Allottee to the Promoter towards carrying out the development works inside or around the Project, including but not limited to:
 - (i) **“External Development Charges” (“EDC”) and “Infrastructure Development Charges” (“IDC”)** at present rates with respect to rates levied by DGTCP for the Project, whether in lump sum or installments (as per the

- applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
- (ii) **“Infrastructure Augmentation Charge (“IAC”)** as presently notified/ conveyed and/or demanded by DGTCP, Competent Authority or the Government of Haryana with respect to the Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
 - (iii) The cost of such other development/ construction works as may be undertaken by the Promoter within or around the Project that are not charged specifically elsewhere;
 - (iv) Any revision in any of the above even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rate mentioned in License conditions issued by DGTCP for the Project;
 - (v) Cost incurred by the Promoter on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 15% (fifteen percent) per annum.
- (q) **“DGTCP”/ “DTCP”** shall mean Director General, Town & Country Planning Department, Haryana/ Director, Town & Country Planning Department, Haryana;
 - (r) **“Force Majeure”** shall have same meaning as ascribed to the term “force majeure” under the Applicable Law;
 - (s) **“Government”** means the Government of the State of Haryana;
 - (t) **“Haryana Building Code”** shall mean the Haryana Building Code, 2016/ Haryana Building Code, 2017 as may be applicable and as may be amended from time to time;
 - (u) **“Layout Plan”** shall mean the layout plan of the various components of the Project within its peripheral boundaries and shall include all subsequent revisions thereof;
 - (v) **“Maintenance Agency”** shall mean either the Promoter itself or the Association of Allottees or any third party employed / hired / engaged / nominated by the Promoter / Association of Allottees for the purposes of carrying out the maintenance and upkeep of the said Project and to provide maintenance services in the said Project;
 - (w) **“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Allottee with Maintenance Agency and/or registered Association of Allottees upon offer of possession of the Unit by the Promoter to the Allottee, in the format prescribed by the Maintenance Agency or its appointed agency or nominee/ registered Association of Allottees, which shall be applicable to and binding for all the Unit owners/ and occupants of M3M 65th Avenue and/or Project as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of M3M 65th Avenue and/or Project, as it derives its prestige, esteem and appeal from the ambience and high standards maintained at M3M 65th Avenue and/or the Project and the proper up-keep and maintenance is an inseparable aspect of such prestige, esteem and appeal of the Unit and M3M 65th Avenue and/or the Project;
 - (x) **“Payment Plan”** shall mean the Payment Plan as annexed to this Agreement in **‘Schedule D’**;
 - (y) **“Person”** shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person

- under the Applicable Law;
- (z) **“Punjab Act”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 as applicable to the State of Haryana;
 - (aa) **“Punjab Rules”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 framed under the Punjab Act as applicable to the State of Haryana and modifications thereof;
 - (bb) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
 - (cc) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
 - (dd) **“Section”** means a Section of the Act;
 - (ee) **“Super Area”** shall have the same meaning as ascribed to it in ‘**Schedule B**’ to this Agreement;
 - (ff) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party;
 - (gg) **“TP Act”** shall mean the Transfer of Property Act, 1882 including any statutory enactments or modifications thereof;
 - (hh) **“Total Price”** shall have the same meaning ascribed to it under Clause 1.2;
 - (ii) **“Unit”** shall have the same meaning ascribed to it under Recital I.
 - (jj) **“Unit Area”** Shall have the same meanings as ascribed to it in schedule “B” of this agreement.

INTERPRETATION:

Unless the context otherwise requires, in this Agreement:-

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified sections of this Agreement, as the case may be;
 - (iv) reference to the words “include”, “including” and “in particular” shall be construed without limitation;
 - (v) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
 - (vi) the term “Clause” refers to the specified Clause of this Agreement;
 - (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to

- statutory provision shall include any subordinate legislation made from time to time under that provision;
- (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - (ix) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
 - (x) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
 - (xi) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavour” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
 - (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
 - (xiii) in accordance with accepted conversion rates in the real estate sector, the measure of 1 (one) square feet wherever used shall be equal to 0.0929 square meter;
 - (xiv) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
 - (xv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in Recital I.
- 1.2 The Total Price for the built-up Unit along-with Car Parking Space(s), as stated herein, based on the Carpet Area is ₹. _____ (Rupees _____ only) (“**Total Price**”). The break up and description of the Total Price is provided in ‘**Schedule D**’ herein. The Allottee shall make the payment as per the payment plan (“**Payment Plan**”) set out in ‘**Schedule D**’.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, including due to an increase in any of the components forming part of the DC, to the extent payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Allottee shall be liable to pay proportionately along with other allottees in the Project. The Allottee also agrees that in case of any decrease (including with retrospective effect, if any) in any of the components forming part of DC that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next installment due from the Allottee following the intimation of such decrease by the Promoter / Competent Authority, as the case may be. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in DC, cost / charges / fees / levies etc. imposed by the Competent Authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee for the next installment due from the Allottee following the intimation of such increase by the Promoter/ Competent Authority. Provided that if there is any new imposition or increase of any of the components forming part of DC 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, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in ‘**Schedule D**’ (‘**Payment Plan**’).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee for such period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter, unless agreed upon by the Allottee. However, in the event the Promoter completes the construction before the stipulated time period and the Allottee is required to make early payments as stated in the Payment Plan, then in such events the Allottee shall not be entitled to such early payments rebates/discounts and the Allottee agrees to the same.
- 1.6 It is agreed that the Promoter shall not make any material additions and alterations in the sanctioned building plans, layout plans / demarcation-cum-zoning plans and the specifications, amenities and facilities as described herein at ‘**Schedule E**’ (which shall be in material/overall conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per the approvals / instructions / guidelines of the Competent Authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per the approvals / instructions / guidelines of the Competent Authorities, or such other changes as may be required to make the enjoyment of the Project comfortable and convenient for the allottees / occupants / users at large.

The Allottee has been informed and made to understand that in case any specifications qua the Project or part thereof are required to be varied/ altered/ modified in the best interest of the allottees and/ or the development, the Promoter shall be entitled to carry out such modifications, alteration, variations as per the applicable law and/ or prudent industry practice and which are reasonable and justifiable and the Allottee agrees not to agitate upon the same either individually or collectively with others. The above shall in no manner be interpreted to prejudice the rights and interests of the Allottee.

- 1.7 The Promoter shall confirm the final Carpet Area and the applicable final Super Area of the Unit that has been allotted to the Allottee after the construction of the Building/Unit, as the case may be, is complete and the occupancy certificate / part occupation certificate (as the case may be) is granted by the Competent Authority. The Total Price payable for the Unit Area after taking into account the revised Carpet Area/ Super Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area/ Super Area, then the Promoter shall refund the excess money paid by the Allottee within 90 (ninety) days with annual interest rate as prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area/ Super Area, which is not more than 5% (five percent) the Promoter may demand the applicable revision in the Total Price from the Allottee as per the next milestone of the Payment Plan as provided and set out in ‘**Schedule D**’. All the monetary adjustments shall be made at the same rate per square feet as agreed in ‘**Schedule D**’ of this Agreement.

If the increase in the Carpet Area/ Super Area of the Unit is more than 5% (five percent) and such variation is not acceptable to the Allottee, every attempt shall be made to offer an alternate unit of a similar size and nature within the Project, subject to availability. In the event that such an alternate unit is available and the Allottee accepts such alternate unit, the applicable Total Price resulting due to such changed location / alternate unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Promoter. In the event, the Allottee does not accept such alternate unit or if there is no other unit of a similar size and nature at another location within the Project, the Allottee shall be refunded the actual amounts received against the Total Price along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Allottee and no other claim, monetary or otherwise shall lie against the Promoter and the Unit. The Promoter shall, thereafter, be entitled to transfer the Unit and the car parking spaces, if any to any prospective buyer/ third party of its choice without any reference to the Allottee and/or his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity.

- 1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit along with parking space, if any, as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit for commercial usage along with the car parking space(s), as applicable.

- (ii) The Allottee shall have the undivided proportionate share in the Common Areas as provided for under the Act read with Rule 2(1)(f) of Rules (as finally notified and made applicable), and although such proportionate share has been included in the computation of Super Area of the Unit, such inclusion does not confer any exclusive title or interest in any of the Common Areas to the Allottee. The share / interest of Allottee in the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Allottee therein shall be specified by the Promoter under the Declaration to be filed under the Apartment Ownership Act. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees / Competent Authorities, as the case may be, after duly obtaining the occupation certificate / part occupation certificate / part completion certificate/ completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1)(f) of Rules.
- (iii) The Allottee shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, but will follow the safety guidelines of the Promoter including the proper documentation, if any, for such visit. For any such site visit, the Allottee shall have to give an advance written request for the same and the Promoter shall arrange the site visit of the Allottee accordingly. The Promoter and persons claiming under / through the Promoter shall not be held responsible / accountable for any loss or damage which may be suffered by the Allottee on account of any accident / mis-happening that may occur/happen to the Allottee and/or any other person accompanying the Allottee and/or to the property of the Allottee and/or of such other person, at the time of such inspection.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding. It is clarified that Project's services, facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Allottee agrees and understands that car parking shall only be permitted in the demarcated car parking spaces and the Allottee shall not use any other car parking space / other area that may be used / reserved for services, maintenance staff and the like for parking vehicles. In addition, the car parking spaces shall not be used for any other purpose including storage of any equipment or materials of any kind, howsoever temporarily. The car parking spaces shall be appropriately ground-marked by the Promoter as allocated at the time of handing over of possession of the units, and the Allottee agrees that he shall not in any manner modify / change such car parking spaces

and shall not raise any structure, temporary or permanent, in any such car parking spaces are allocated to the Allottee at any time.

- 1.11 The Allottee undertakes that the Allottee shall not allow the usage of the car parking space(s), if any, allotted to it by the Promoter to any other person, for any purpose whatsoever including for the purposes of car parking. The Allottee undertakes to park his/her/ its/ their vehicle in the car parking space(s), if any, marked and allotted with number of the allotted Unit and not anywhere else in the Project.
- 1.12 The Promoter hereby clarifies that the Allottee shall have no right, title and interest in the car parking spaces other than those allotted to the Allottee, anywhere in the Project and the Promoter, at its sole discretion, shall have absolute right to deal with the same as per Applicable Laws.
- 1.13 The Promoter agrees to pay all outstandings before transferring the physical possession of the Unit to the Allottee, which it has collected from the allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water and/or electricity, maintenance charges, including mortgage loan and interest on mortgages and/or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions and other lending entities, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the Competent Authorities or Person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Competent Authorities or Person.
- 1.14 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount (“**Booking Amount**”) being part payment towards the Total Price of the Unit along with car parking, if any, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan in ‘**Schedule D**’ hereto as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest for the delayed period to the Promoter, at the interest rate as prescribed in the Rules 15 of Rules computed on and from the due date.

- 1.15 The Allottee agrees and understands that the scope of this Agreement is limited only to the terms and conditions for the conveyance of the Unit for the Total Price herein agreed. The amount as setout hereinafter in this Agreement and payable by the Allottee in accordance with the Payment Plan in ‘**Schedule D**’ is solely in consideration for the conveyance of the Unit (being an immovable property).

- 1.16 In case the Promoter enriches / enhances the specifications of the Unit on the express instructions and advise of the Allottee as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee as additional costs and charges and the Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.
- 1.17 In case the Promoter is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the units and/or for any additional features and services at the Project (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
- 1.18 The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Said Land, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent set out herein.

In the event the Competent Authorities are not able to provide such external facilities by the time the Unit is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies / vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter / Association of Allottees.

- 1.19 The Allottee understands and agrees that the Total Price is inclusive of cost of providing electric cable from the main electric panel/ Electric Substation (ESS), if provided, within the Project up to the distribution board in each Unit, but does not include the cost of the cost of electric wiring, switches, fittings, fixtures, geysers, electric and water meter etc. to the extent applicable, within or in relation to the Unit; which shall be installed, operated and maintained by the Allottee at his own cost and expense. In case, it becomes mandatory for the Promoter to install any such utilities in the Unit, then same shall be installed by the Promoter and the Allottee shall pay the cost of the same to the Promoter as per the demands made by the Promoter, over and above the Total Price.

- 1.20 The Allottee understands and agrees that if the Promoter and/or the Maintenance Agency/ Association of Allottees, or their nominated agency, applies for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ commission/ regulator/ licensing authority constituted by the Statutory Authority/ Government of Haryana/ Government of India for such purpose, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection directly from any authority/ body responsible for supply of the same. Additionally, the Allottee undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all deposits and charges paid/ payable by the Promoter or the Maintenance Agency/ Association of Allottees to DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government / Government of India/ Competent Authority. The Allottee agrees to pay any increase in the deposits, charges for the bulk supply of electrical energy as may be demanded by the Promoter/ the Maintenance Agency/ Association of Allottees from time to time and the conveyance of the Unit shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee.
- 1.21 The Allottee hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and any real estate agent and/ or any third parties and/or Person and/ or any agreement or understanding arrived at with the aforesaid persons.

2. **MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction / development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in '**Schedule D**' hereto through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of '**MMPL 65th Avenue-IHFL Escrow Account**' payable at Gurugram / New Delhi. The Promoter reserves the right to amend or change the account details and payment advises/instructions and provide new or modified bank account details to allottees. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Allottee and credit shall be granted from the date of actual receipt of funds.
- 2.2 The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) @ 1% (one percent) from each instalment / payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.

- 2.3 The Allottee shall make all payments in time as per the Payment Plan opted by the Allottee and other applicable dues as may be demanded by the Promoter from time to time.
- 2.4 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Unit.
- 2.5 In case the Allottee has opted for a construction-linked payment plan, the Promoter, subsequent to time-linked installments, shall send call/demand notices for installments at the address/e-mail of the first-named Allottee available in the records of the Promoter, and such call/demand notices shall be deemed to have been received by the Allottee: (i) within five (5) days of dispatch by the Promoter, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Allottee that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.
- 2.6 The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the Unit as may be permissible under Applicable Law however the Allottee's obligation to make timely payments for the Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the financial institution / bank/ entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank /financial institution /entity.

Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity from whom the Allottee

has raised loan / finance for purchase of the Unit. In cases of any such refund being made by the Promoter directly to the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Unit against the Allottee as well as such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit.

- 2.7 Save and except in the case of any bank/ financial institution/ entity with whom any agreement has been separately executed for financing the Unit, if any, the Promoter shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the Unit and/or under this Agreement whatsoever. The Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if resident/residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his / her / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities, as specified and under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Unit applied

for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. **TIME IS ESSENCE**

5.1 The Parties agree that time shall be of essence for this transaction. The Allottee shall pay the amounts due within the due dates as per the Payment Plan in '**Schedule D**' hereto. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit along with car parking space(s), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of the Rules.

6. **CONSTRUCTION OF THE PROJECT/ UNIT**

6.1 The Allottee has seen the sanctioned layout plan, demarcation-cum-zoning plan, site plan and the building plan, specifications, amenities and facilities etc. regarding the Project wherein the Unit is located and has accepted the floor plan, Payment Plan and the Specifications, Amenities and Facilities etc. annexed along with this Agreement which has been approved by the Competent Authority as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and conditions of license / allotment as well as registration of RERA etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the norms and provisions prescribed by 1975 Act and 1976 Rules and the Punjab Act and the Punjab Rules and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities and/or as provided herein in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. The Allottee confirms having understood that since the Project is proposed to be developed in a constituent-wise manner and certain facilities and services may not be available at the time of handover of the Unit by the Promoter, and in accordance with the constituent-wise construction of the Project the same shall be available as the construction progresses.

7. **POSSESSION OF THE UNIT**

7.1 **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit along with the car parking space(s), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.

It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take possession of the Unit on any pretext whatsoever, if the possession of the same is being offered duly completed with all Specifications, Amenities, Facilities as mentioned in ‘**Schedule E**’ hereto, any time prior to the Commitment Period.

The Promoter assures to offer the handover of possession of the Unit along with the parking (if applicable) if any as per the agreed terms and conditions, unless there is a delay due to Force Majeure, court orders, Government Policy/ guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Project or any other event / reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities as mentioned in ‘**Schedule E**’ hereto, prior to the expiry of the Commitment Period. If, the completion of the Project is delayed due any of to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided the above conditions are not of the nature which makes it impossible for this Agreement to be performed.

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

Subject to the Applicable Law, if on account of any reasonable and justifiable reason the development of M3M 65th Avenue in which the Unit has been booked by the Allottee cannot be proceeded with further, then in such an the event, the Promoter in its discretion, may offer to the Allottee a unit in a development of the same strata in any other project of the Promoter or its associates/ affiliates or any third party so as to place the Allottee in a same justifiable position as under this Agreement.

7.2 **Procedure for taking possession** - The Promoter shall, upon obtaining the occupancy certificate or part thereof of the building blocks in respect of the Project / unit along with the parking (if applicable) from the Competent Authority and within 3 (three) months from the date of the said approval (issue and receipt of occupancy certificate / part

occupancy certificate), subject to payment of the Total Price by the Allottee along with interest for delayed payment as may be applicable thereon, call upon the Allottee in writing (“**Notice of Possession**”) to take possession of the Unit and to execute necessary indemnities, undertakings, maintenance agreement and other documentation as the Promoter may prescribe.

The payment demands pursuant to the Notice of Possession shall be made within the time period as prescribed in the demand notice.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the Project at the time of conveyance of the same. The Allottee, after taking possession as per Notice of Possession, agrees to pay the holding charges as mentioned in Clause 7.3 and maintenance charges as determined by the Promoter/ Association of Allottees/ Competent Authority, as the case may be.

.Prior to handover of possession, the Allottee and the Promoter agree to conduct a joint inspection of the Unit so that in the event of any incomplete works, defects, poor workmanship therein, the same can be attended to by the Promoter. If the Allottee ignores, neglects or otherwise fails to do so and/or if the Allottee fails to pay all dues payable under this Agreement and/or to assume possession of the Unit within such prescribed time period, the Allottee shall not be entitled to make any such claim at any point thereafter. The Allottee agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming possession. The Allottee also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of this Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter / the manufacturer / the Maintenance Agency / the Association of Allottees.

The Allottee shall only be entitled to the possession of the Unit after making the complete payment of the Total Price and other charges, interest, taxes etc. and all other sums as payable under and in terms of this Agreement. Under no circumstances, the possession of the Unit shall be handed over to the Allottee unless the entire Total Price and any other charges, taxes etc. and all other sums payable in terms of/ under this Agreement which are due are paid in full, along with interest due, if any, have been made by the Allottee in accordance with the terms of this Agreement.

From the date of taking over of possession, the Allottee shall be responsible to comply, and cause compliance by his occupants, representatives and/or any other person claiming

under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement. The Allottee shall indemnify the Promoter / Association of Allottees / Maintenance Agency, as the case may be, and their officers/employees, against any actions, claims, damages, liabilities, losses, or costs arising out of any act or omission of the Allottee, its occupants, representatives and/or any other person claiming under him.

- 7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation i.e. the Notice of Possession from the Promoter as per Clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee as per the terms and conditions of this Agreement. In case the Allottee fails to comply with the essential documentation, undertaking etc. and/or fails take possession within the time provided in Clause 7.2, then (i) the Allottee shall continue to be liable to pay the dues as specified in Clause 7.2 (including the maintenance charges and holding charges @ **Rs. 10 (Rupees Ten Only)** per sq. ft. per month of the Super Area of the Unit (“**Holding Charges**”) shall be payable by the Allottee for the entire period beyond such period as provided for in the Notice of Possession within which the Allottee has been advised to take the possession; and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid by the Allottee. The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

If the Allottee fails to pay all dues payable under this Agreement and/or in terms of this Agreement and/ or to assume possession of the Unit within the aforesaid time period, the Unit shall be and remain at the sole risk and cost of the Allottee.

The Allottee agrees that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

It is clarified that, payment of the maintenance charges with respect to the Unit shall be applicable and payable by the Allottee with effect from the last date given in the aforesaid Notice of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Allottee.

- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate or part occupation certificate, as the case may be of the building blocks in respect of the Project and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money being 10% of the Total Price and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage and any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case the booking is made through a Channel Partner. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of Force Majeure, court orders, Government Policy/ guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Project or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, if the Promoter fails to complete or is unable to give possession of the Unit:

- (i) in accordance with the terms of this Agreement, duly completed before the expiry of the Commitment Period ;
- (ii) due to discontinuance of his business as a developer on account of the suspension or revocation of the registration under the Act; or for any other reason;

the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedies available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act with the 90 (ninety) days of its becoming due.

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

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

The Promoter hereby represents and warrants to the Allottee as follows, as on the date of execution hereof:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project, except that Promoter has taken finance / loan against the Said Land and

- receivables from the Project, the details whereof are available with the Authority as also with the Promoter and in the course of time will be available on the designated website of the Project / Promoter;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the Said Land or the Project, other than those as disclosed to the Authority and in the course of time will be available on the designated website of the Project/ Promoter;
 - (iv) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the Project, the Said Land as well as for the Unit being sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Said Land, Tower / Building as well as for the Unit and for the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 (as finally notified and made applicable);
 - (v) The Promoter has the legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard. The Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
 - (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
 - (viii) At the time of the execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit for commercial usage to the Allottee. The possession and control of the Common Areas shall be handed over to the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017 and as per the Applicable Laws;
 - (ix) The Said Land and/or the Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land and/or the Project;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all Government 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 till the offer of possession of the Unit (i.e. Notice of Possession) has been issued as per the provisions of the 1975 Act and the 1976 Rules, equipped with all specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of the Rules, 2017;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure, court orders, Government Policy/ guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Project herein or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Unit for commercial usage along with parking (if applicable), if any to the Allottee or fails to complete the Project prior to the expiry of the Commitment Period. 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 including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments of any payment / future instalment (yet to be due) as per the Payment Plan in '**Schedule D**' hereto, as and when demanded by the Promoter. If the Allottee stops/suspends making payments, and if the Promoter subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction/development milestones and only thereafter, the Allottee shall be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay on account of the Promoter; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit for commercial usage along with parking (if applicable), if any, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of Default by the Allottee continues for a period of 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment the Unit along with the parking (if applicable) if any, in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Earnest Money being 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case booking is made through a Channel Partner. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
 - (iii) If, (a) the allotment of the Unit has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit along with the parking (if applicable) if any, and refund the money paid to him by the Allottee by forfeiting the Earnest Money being 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case booking is made through a Channel Partner. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
 - (iv) Further, additionally the Allottee shall be considered under a condition of Default, in case the Allottee fails to comply with the conditions under the Notice of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment the Unit along with the parking (if applicable) if any, and refund the money paid to him by the Allottee by forfeiting the Earnest Money being 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in

terms of Clause 1.14 herein before) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case booking is made through a Channel Partner. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT

10.1 The Promoter, on receipt of Total Price of the Unit as per Clause 1.2 under the Agreement from the Allottee along with interest for delayed / non-payment as may be applicable thereon and completion of all other formalities and documentation by the Allottee as per this Agreement, shall execute and register a Conveyance Deed preferably within 3 (three) months but not later than 6 (six) months from the date of issuance of the occupancy certificate / completion certificate, as the case may be, and convey title of the Unit together with proportionate indivisible share in the Common Areas in favour of the Allottee. However, payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the Conveyance Deed. All other charges not forming part of the Total Price shall be to the account of and paid and borne by the Allottee / the Promoter / the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.

However, in case, the Allottee fails to deposit the stamp duty and / or the registration charges, other ancillary charges within the period mentioned in the Notice of Possession, the Allottee authorizes the Promoter to withhold the registration of the Conveyance Deed in his favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter. In such cases, the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee and the Promoter / the Association of Allottees / the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee.

10.2 The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.

10.3 The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the Conveyance Deed.

11. MAINTENANCE OF THE SAID TOWER / BUILDING / UNIT / PROJECT

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the

occupation certificate / part thereof, part completion certificate / completion certificate of the Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit for commercial usage.

In case, the Allottee / the Association of Allottees fail to take possession of the said essential services as envisaged in the Agreement or prevalent laws / Applicable Laws governing the same, then in such a case, the Promoter has the right to recover such amount as spent on maintaining such essential services beyond its scope.

- 11.2 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the Conveyance Deed of the Unit.

In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The maintenance agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.

- 11.3 Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Notice of Possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The maintenance charges shall be recovered on such estimated basis, from all allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- 11.4 The Allottee agrees and undertakes that upon possession, the Allottee shall join the Association of Allottees as may be registered / formed under the Haryana Societies Registration Act, 2012 and Apartment Ownership Act by the Promoter and as provided for under the Act and Rules, 2017, and shall not form/ or join /become part of any other association/ society in respect of the Unit or the Project. The Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.
- 11.5 Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of maintenance charges by the Allottee. The Allottee shall not

be entitled to claim any damage/loss whether direct or consequential from the Promoter / Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of the Promoter and/or the Maintenance Agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Promoter considering a suitable diversity and load factor, and shall be subject to the Applicable Laws. The Allottee shall make use of energy efficient light fixtures and fittings.

- 11.6 Fire-fighting equipment as may be required inside the Unit shall be installed by the Allottee at its own cost.

12. **DEFECT LIABILITY**

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

Provided, the Promoter shall not liable for any such structural / architectural defect which result from / induced by: (i) the Allottee, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course.

Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to the such additional time period, provided an intimation thereof has been provided to the Allottee / the Association of Allottees / the Maintenance Agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Promoter / Allottee / the Association of Allottees / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Law.

13. **RIGHT TO ENTER THE UNIT FOR REPAIRS**

The Promoter / Maintenance Agency / Association of Allottees / Competent Authority shall have rights of access of all Common Areas, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or

Association of Allottees and/or Maintenance Agency and/or the Competent Authority to enter into the Unit or any part thereof, after giving due notice and entering the premises i.e. the Unit during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect(s).

14. PAYMENT FOR REPAIRS, REPLACEMENT AND UPGRADATION

After the issuance of Notice of Possession, as and when any plant and machinery within the Building / Project, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, or any other plant, machinery or equipment and/or other fixtures, fitting in the Common Areas requires routine repairs, replacement, Upgradation, or additions; then the cost and related expenses thereof shall be contributed by the Allottee on pro rata basis along with other allottees. The Association of Allottees / Maintenance Agency shall decide the need for such repair, replacement, upgrades and additions including timing, cost and expense thereof including creation of sinking fund and the Allottee undertakes to abide by the same.

15. LOAN FROM FINANCIAL INSTITUTION

15.1 The Allottee may apply for a loan, if required, to any bank/financial institution. The Allottee understands that it shall not be the responsibility or liability of the Promoter to make arrangements or facilitate in sanctioning and disbursement of the loan to the Allottee. The Promoter shall not be held responsible in any manner whatsoever in the event the application for loan made by the Allottee is rejected by any bank/ financial institution and the loan is not sanctioned and/or disbursed. The Allottee confirms that his liability to pay the installments and other amounts and charges due and payable to the Promoter is not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/ financial institution. In case the Allottee avails of a loan, the Conveyance Deed shall be executed only upon receipt of no-objection certificate from such bank/financial Institution.

16. USAGE

16.1 The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as permissible under Applicable Law. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as its car parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees, Maintenance Agency /Competent Authority for rendering maintenance services.

16.2 The Allottee shall use the Unit only for shops and retail establishment or commercial purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Tower / Building / Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable

materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit(s) above, below or adjacent to the Unit and/or anywhere in the Tower / Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.

- 16.3 The Allottee hereby agrees and confirms to indemnify the Promoter / Association of Allottees / the Maintenance Agency, as the case may be against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Allottee of the Unit shall be solely liable and responsible, without any recourse to the Promoter / Association of Allottees / the Maintenance Agency, as the case may be.
- 16.4 The Allottee agrees not to fix or install air conditioners and/or heating units and/or any other equipment in the Unit (except at designated places in the Unit for such installation, provided such places for equipment installations are specified and permitted by the Promoter / Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be) or anything that in any manner alters, changes or otherwise modifies the external façade of the Unit / Tower / Building / Project.
- 16.5 The Allottee agrees not to fix and/or install any antenna and/ or other telecommunication or other communication equipment on the roof top, terraces or external façade of the Tower / Building except with the prior written consent of the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be, at only such places as may be earmarked for such purpose and on such terms and conditions as may be specified in this regard. The obligation to obtain the requisite permissions, sanctions, registrations, permits, approvals etc. from the Competent Authorities under the Applicable Laws for such installations on the roof top, terraces or external façade of the Tower / Building or other places in the Project shall be that of the Allottee who shall obtain and keep valid the same at this own cost and expense.
- 16.6 The Allottee shall give a prior intimation to the Promoter/ Association of Allottees/ the Maintenance Agency about all interior works proposed to be undertaken inside the Unit. In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under law and otherwise) and other applicable laws; and rules, regulations, bye laws and guidelines of the Association of Allottees/ the Maintenance Agency/; the structural integrity of the Tower / Building in which the Unit is situated / Mixed Land Use Development and shall not exceed electrical loads beyond the allocated limits. The Promoter/ Association of Allottees/ the Maintenance Agency shall have the right to inspect all interior works and where required, direct and require the Allottee to undertake such modifications or alterations in the interior works as may be necessary to ensure compliance with this clause.

17. **ASSIGNMENT AND TRANSFER OF RIGHTS**

- 17.1 The Allottee understands that this allotment and / or right and entitlement of the Allottee hereunder is non-transferrable / non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment / transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied by the Promoter from time to time; and; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Unit from any financial institution/bank, then a no objection certificate / letter by such financial institution / bank shall also have to be submitted to the Promoter, permitting / consenting to the requested assignment/transfer by the Allottee.
- 17.2 The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer / assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter, upon request of the Allottee.
- 17.3 Under no circumstances, permission for such assignment / transfer shall be granted by the Promoter once the payment of Total Price has been made by the Allottee.
- 17.4 In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Allottee and such assignee / transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.

18. **INTERIOR WORKS CARRIED BY ALLOTTEE WITHIN THE UNIT**

- 18.1 That in the event after execution and registration of the Conveyance Deed, the Allottee intends to carry out any interior adaptations/ works in the Unit and seeks permission thereof, the Association of Allottees may permit the same subject to the following conditions:
- (i) Payments towards the maintenance charges are regularly and punctually paid and there are no arrears with respect thereto.
 - (ii) The work of interior adaptation undertaken by the Allottee shall not obstruct and/or affect the construction of the Promoter, if any being carried out in the Project and/ or the interior work being done and/ or carried out by any other allottee(s) of the Tower / Building / Project and/ or damage, loss to the structure and property of such other persons and/or cause any nuisance of any kind, which may be objectionable to the Promoter, and/or any other allottee(s), occupant(s) of and visitors to the Tower / Building / Project.

- (iii) In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under Applicable Law and otherwise) and other Applicable Laws, rules, regulations, bye laws and guidelines of the Promoter / Association of Allottees / Maintenance Agency, as the case may be. The Allottee shall adhere to all fire and other safety regulations including the structural integrity of the Tower / Building in which the Unit is situated and shall not exceed electrical loads beyond the allocated limits.
 - (iv) The Association of Allottees reserves its right to inspect all interior works and may where required, direct and require the Allottee to undertake such modifications / alterations in the interior works as may be necessary to ensure compliance with this clause.
- 18.2 The Allottee shall ensure complete safety of material and the equipment kept in the Unit, to be used and/or useable in the interior works undertaken by the Allottee and the Promoter shall not be responsible and/or liable in case of pilferage, misplacement of such materials and/or equipment.
- 18.3 Further, the Promoter / Association of Allottees / Maintenance Agency shall not be liable for any accident and/or injury caused due to negligence or default of the Allottee, to any employee, workman and/or any other person engaged/ contracted by the Allottee for doing the interiors in the Unit and/or any job or work relating thereto and/or any other person so affected/injured. Such liabilities, claims, demands etc. if any, shall be satisfied by the Allottee to the complete exclusion of the Promoter / the Association of Allottees / the Maintenance Agency, as the case may be. The Allottee shall indemnify and keep the Promoter / Association of Allottees / Maintenance Agency, as the case may be, harmless against all such claims or liabilities.
- 18.4 While carrying out the interiors work in / in relation the Unit, the Allottee shall comply with all directions/ requirements as stipulated by the Association of Allottees / Maintenance Agency and/or their respective authorized staff.
- 18.5 The Allottee shall be permitted to carry out at his own cost, but without damaging the main structure of the Unit / Tower / Building and/or various systems of the Tower / Building / Project (including the false ceiling/ sprinkler system/ smoke detectors provided inside the Unit) erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the business of the Allottee and as are permissible as per the rules, relations and bye-laws for the Project as provided for by the Association of Allottees / the Maintenance Agency, as the case may be.
19. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**
- 19.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit for commercial usage along with parking (if applicable) at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower / Building, or the Unit for commercial usage along with parking (if applicable), or the staircases, lifts, common passages, corridors, circulation

areas, atrium or the compound or any other Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit for commercial usage along with parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto and/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 Tower / Building is not in any way damaged or jeopardized.

- 19.2 The Allottee agrees and undertakes not to modify the Unit, make any structural change and/or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit.
- 19.3 The Allottee / Association of Allottees further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Tower / Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit for commercial usage along with parking (if applicable) or place any heavy material in the common passages or staircase of the Tower / Building. The Promoter / Allottee / Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee / Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Unit for commercial usage along with parking (if applicable), as the case may be.
- 19.4 The Allottee understands and agrees that it shall plan and distribute the electrical load for Unit, within the Unit, as per relevant and prevalent standards (including BIS standards) and latest NBC codes, Haryana Building Code and in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or Maintenance Agency appointed by Association of Allottees / Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

20. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

- 20.1 The Parties are entering into this Agreement for the allotment of a Unit for commercial usage along with parking (if applicable) with the full knowledge of all the Applicable Laws, rules, regulations, notifications applicable in the State and related to the Project.

21. **ADDITIONAL CONSTRUCTIONS**

- 21.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for guidelines, permissions / directions or sanctions by the Competent Authority.

However, the Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold units within the Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

21.2 That the Allottee knows, agrees and understands that development of the Project comprises of Residential Component and Commercial Component is subject to further expansions as permissible under the Act, the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Allottee agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.

21.3 That the Allottee further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Promoter as per the Act, Rules and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.

22. **INSURANCE**

22.1 The structure of the Tower / Building / Project shall be insured by the Association of Allottees, as and when the same is taken over by the Association of Allottees, for and on behalf of all owners of units in the Project against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Allottee as and when demanded by the Association of Allottees / the Maintenance Agency, as the case may be.

22.2 The Allottee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Allottee shall be solely responsible and liable. However, insurance, if any, of any items/ things/ articles inside the Unit and third party risk shall be solely at the risk and cost of the Allottee. Any act of omission or commission in this regard shall be the sole responsibility and liability of the Allottee.

23. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

23.2 The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/securitization of Said Land, receivables or by any other mode or manner by charge/mortgage of the Tower / Building / Project; all to the extent and in the manner as permissible under the Act and the Rules and the Applicable Laws.

24. **APARTMENT OWNERSHIP ACT**

24.1 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act i.e. Haryana Apartment Ownership Act, 1983, the relevant Acts, Rules and regulations/bye-laws, instructions/ guidelines and decision of the Competent Authority prevalent in the State of Haryana.

25. **BINDING EFFECT**

25.1 By just forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated Payment Plan within 30 (thirty) days from the date of the receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement within 90 (ninety) days of being so advised by the Promoter.

25.2 If the Allottee fails to execute and deliver to the Promoter this Agreement within 90 (ninety) days from the date hereof along with due payment and/or appear before the Sub-Registrar for its registration, the Promoter shall be entitled to cancel allotment of the Unit in favour of the Allottee and upon such cancellation the allotment shall stand cancelled and the Allottee shall have right only to seek refund of sums deposited by him without any interest or compensation whatsoever in the manner and to the extent as provided for hereinafter and shall not have any claim in respect of the Unit.

- (i) In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts as per the Payment Plan (and applicable interest thereon, if any) or seeks to withdraw or cancel the Allotment / Agreement in respect of the Unit, the Allottee shall be deemed to be in default and the Promoter shall be entitled to forfeit the Earnest Money being 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case booking is made through a Channel Partner. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation or withdrawal.
- (ii) If the Allottee(s) fails to execute and deliver to the Promoter, Agreement within 30 (Thirty) days from the date of the Allotment letter (*or such further period as provisioned for by the Promoter*) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the 90 (ninety) days of

the intimation (*or such further period as provisioned for by the Promoter*), then the Promoter shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, the Application/ Allotment of the Allottee shall be treated as cancelled and the Promoter shall be entitled to forfeit Earnest Money being 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner in case booking is made through a Channel Partner. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation or withdrawal.

- 25.3 Upon such cancellation, the Allotment Letter / Agreement for the Unit shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit, save and except the right to receive the refund amount. In such case the payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the delayed interest charges and/or taxes paid on account of the Total Price shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Total Price is less than the Earnest Money being 10% of the Total Price , the Allottee shall be liable and agrees to pay to the Promoter such deficit amount. The payment of refund amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the Applicable Law.
- 25.4 The Recitals of this Agreement and representations therein along with the Schedules and Annexures to this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.
- 25.5 The Promoter reserves its right to reject and refuse to execute this Agreement if the Allottee has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Promoter.
26. **ENTIRE AGREEMENT**
- 26.1 This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.
27. **RIGHT TO AMEND**
- 27.1 This Agreement may only be amended through written consent of the Parties.

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ANY ASSIGNEE / TRANSFEREE OF THE ALLOTTEE**

28.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Unit and/or any assignee / transferee of the Allottee (in terms of this Agreement), in case of transfer / assignment as the said obligations go along with the Unit for all intents and purposes.

29. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

30. **SEVERABILITY**

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

31. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

31.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Unit and parking (if applicable), if any, bears to the total carpet area of all the units in the Project.

32. **FURTHER ASSURANCES**

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

33. **PLACE OF EXECUTION**

33.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through their/ its authorized signatory(ies) at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in office of the jurisdictional sub-registrar of assurances after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of Assurances at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana, India.

34. **NOTICES**

34.1 That all notices and correspondences (including call/demand notices to be sent by the Promoter) to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or speed post or courier or other mode as recognized under Applicable Law at their respective addresses or on e-mail address provided by Allottee or specified herein below:

Name of Allottee: _____

(Allottee Address): _____

Email: _____

Manglam Multiplex Private Limited

The Experia, Golf Course Road (Extn.)

Sector-65, Gurugram (Gurgaon) – 122 002

Haryana, India

34.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / Courier / other permissible mode as per admissible under the Applicable Law failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

35. **JOINT ALLOTTEES**

35.1 That in case there are joint Allottee(s) all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Allottees. No separate notice/communication will be sent to any of other joint Allottee. The Allottee confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.

36. **SAVINGS**

36.1 The Application, allotment letter, or any other agreement / document signed by the Allottee, in respect of the Unit, prior to the execution and registration of this Agreement,

shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the Regulations and the Applicable Law.

37. GOVERNING LAW

37.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

38. DISPUTE RESOLUTION

38.1 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 within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the Act.

39. COMPLIANCE OF ALL APPLICABLE LAWS AND NOTIFICATIONS:

39.1 The Allottee confirms entering into this Agreement with the full knowledge of all Applicable Laws, rules, regulations, orders, notifications in general and the Unit/ Project in particular and hereby undertakes to comply with and carry out, from time to time.

39.2 The Allottee hereby acknowledges and understands that, if the Promoter / the Association of Allottees / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee, then in that eventuality the Allottee agrees and undertakes to execute and provide to the Promoter / the Association of Allottees / the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.

39.3 The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Unit/Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Unit.

40. INDEMNIFICATION

40.1 The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and its agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

40.2 With effect from the date of taking possession of the said Unit or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the Promoter / Association of Allottees / the Maintenance Agency, as the case may be and their assignees, nominees, their officers/employees as well as the other occupants/ owners of

the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee and/or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming under the Allottee.

41. **CONFIDENTIALITY**

41.1 The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof (“**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial / quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

42. **BROKERAGE PAYABLE BY ALLOTTEE**

42.1 In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the (hereinafter referred to as “Channel Partner”), Unit, the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Price agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee.

43. **COPIES OF THE AGREEMENT:**

43.1 Three sets of this Agreement in original shall be executed in ‘**BLACK INK**’, after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional Sub-Registrar of Assurances, the Promoter shall retain second original copy and send the third original copy (with full stamp duty endorsement), duly executed and registered to the Allottee for his reference and record.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the photograph

(3) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____
(Authorised Signatory)
Name _____
Address _____

Please affix
photograph
and sign across
the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

‘SCHEDULE A’

DESCRIPTION OF THE SAID LAND

All that piece and parcel of land admeasuring 58325.23 square meters [14.4125 acres (5.8327 Hectares)] situated in the Revenue Estate of Village Maidawas and Badshahpur, Sector-65, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India.

‘SCHEDULE B’

DESCRIPTION OF THE UNIT

A commercial unit bearing No. _____ having a Carpet Area of _____ sq. ft. (_____ sq. mtrs.) and corresponding Super Area of _____ sq. ft. (_____ sq. mtrs.), Type _____ situated on the _____ floor of Tower / Building / Block No. _____, in the Commercial Component named ‘M3M 65th Avenue of Mixed Land Use Development Project being developed on the land as described in ‘Schedule A’ hereinabove, situated at Sector-65, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India.

“Super Area” of the Unit shall mean and include (a) Unit Area; (b) proportionate undivided share / interest in the area under Common Areas and Facilities as finally achieved at the time of grant of occupation permission and eventually provided for / declared in the Deed of Declaration to be filed under the provisions of the Haryana Apartment Ownership Act, 1983. The Super Area mentioned herein is tentative and subject to change and may be modified or revised or changed during the course of Project’s completion and grant of Occupation Certificate. Upon receipt of Occupation Certificate, the final Super Area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. Super Area of the Unit is a notional term mentioned herein only for the purpose of computing the total payable consideration for the Unit. What will be transferred / conveyed to the Allottee pursuant to this Agreement shall be the Unit Area of the Unit.

“Unit Area” of the commercial Unit shall mean and include the Carpet Area plus (a) full area under such internal / external walls / shear walls / curtain walls, internal / external columns, internal / external shafts / cut-outs (with area of walls & jaalis), glazing(s), parapet wall(s), railing(s), exclusive balcony (ies)/terrace(s) & any other façade element(s) etc., which form integral part of the unit; (b) the proportionate area of the common walls / columns / shafts / cut-outs with adjoining unit(s).

It is specifically clarified by the Promoter and accepted by the Allottee that notwithstanding the inclusion of balcony(ies) / terrace(s), if any, in the Apartment Area, the Allottee shall not cover or construct on such terrace(s) and balcony(ies) any permanent or temporary construction and shall use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever.

‘SCHEDULE C’

PLAN OF THE UNIT

**‘SCHEDULE D’
TOTAL PRICE AND PAYMENT PLAN**

The Total Price for the built-up Unit based on the Super Area is ₹_____/- (Rupees _____ only) (“Total Price”) as per the following break-up:

Building No. Unit No. Unit Type Floor No. of Car Parking(s) (as applicable)	Rate (in ₹) based on Super Area of the Unit		Rate of Unit per Square Feet of Super Area	Amount (in ₹) Applicable Taxes payable additionally
	Per Square Feet	Per Square Meters		
Basic Sale Price “BSP”				
Preferential Location Charges “PLC”:				
(i) _____				
(ii) _____				
Development Charges “DC”				
Interest Free Maintenance Security “IFMS”				
Electrical Installation Charges				
Power Back-Up Charges				
Other Charges - Water, Gas and any other Utilities				
Infrastructure and Connection Charges				
Covered car parking - 1 (usage rights only)				
Covered car parking - 2 (usage rights only)				
Total Price (in Rupees)				_____

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Unit.
- (ii) The Total Price for the built-up Unit based on the **Carpet Area** (It should be saleable Area As per Mr. **Bedi**) is ₹_____/- (Rupees _____ only).

- (iii) The Total Price as mentioned above includes Taxes (GST and cess or any other taxes/ fee/ charges/ levies etc. which may be levied, in connection with the development/ construction of the said Project) paid/payable by the Promoter upto the date of the handing over of the possession of the Unit along with car parking, if applicable to the Allottee or the Competent Authority, as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change/modification;

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

- (iv) Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Promoter for the sale of Unit to the Allottee, shall be payable to the Allottee as applicable from time to time as per the applicable rates.
- (v) Charges (for connection and usage) for water, gas and other utilities & infrastructure shall be communicated on offer of possession, as such charges cannot be quantified at this stage, and shall be payable by the Allottee. In case, the Promoter/ Maintenance Agency/ Association of Allottees obtains bulk supply of electrical energy/ water for the Project, then the Allottee undertakes to pay on demand its proportionate share of connection charges thereof including all deposits thereto.
- (vi) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.
- (vii) The Total Price of the Unit includes recovery of the price of land, development and construction not only of the Unit but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees, levies etc. cost of providing electric wiring, electrical connectivity to the Unit , lift, water line and plumbing and the Specifications, Amenities and Facilities as mentioned in '**Schedule E**', fire detection and fire-fighting equipment in the common areas, maintenance charges and includes cost of providing all other facilities, amenities and specifications to be provided within the Unit in the Project, but does not include the cost of electric fittings, fixtures, geysers, electric/ water meter and sewerage etc., (save and except as mentioned in '**Schedule E**'), which shall be installed and maintained by the Allottee at its own cost and expense.

**‘SCHEDULE E’
SPECIFICATIONS, AMENITIES, FACILITIES**