



## AGREEMENT FOR SALE

Tower\_\_\_\_\_

Apartment No\_\_\_\_\_

## AGREEMENT FOR SALE

This agreement for sale is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (**"Agreement"**).

### AMONGST

**HERITAGE MAX REALTECH PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, having CIN U70200DL2015PTC286008 and PAN AADCH7172E with its registered office at K-1, Green Park Main, New Delhi 110016 and corporate office at 10th Floor, Tower D, Global Business Park, M.G Road, Gurugram - 122002 (hereinafter referred to as **"HMRPL" or "Company"** of the **FIRST PART**);

### AND

**IREO PRIVATE LIMITED** a company incorporated under the Companies Act, 1956, having CIN U70101DL2004 PTC125163 and PAN AAACO6644B with its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi - 110017 (hereinafter referred to as **"IREO"** of the **SECOND PART**);

### AND

**THE COMPANIES MENTIONED IN SCHEDULE – II TO THIS AGREEMENT** (The Companies mentioned in **Schedule-II** to this Agreement shall collectively be referred to as **"Land Owners"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and assigns), being collectively party of the **THIRD PART**;

### AND

[If the Allottee is a company]

M/s. \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having CIN \_\_\_\_\_ and PAN \_\_\_\_\_ with its registered office at \_\_\_\_\_

represented by its authorized signatory duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), being party of the **FOURTH PART**;

### [AND / OR]

[If the Allottee is a Partnership]

M/s. \_\_\_\_\_, a partnership firm [registered under the Indian Partnership Act, 1932, if applicable], having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, authorized

vide \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), being party of the **FOURTH PART;**

[AND / OR]

[If the Allottee is an LLP]

M/s. \_\_\_\_\_ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (if applicable, Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), being party of the **FOURTH PART;**

[AND/OR]

[If the Allottee is an Individual]

1. Mr. / Ms. \_\_\_\_\_,  
(Aadhar No. /Passport No. \_\_\_\_\_) son / wife / daughter of \_\_\_\_\_,  
\_\_\_\_\_, residing at \_\_\_\_\_,  
\_\_\_\_\_,  
(PAN \_\_\_\_\_).
2. Mr. / Ms. \_\_\_\_\_,  
(Aadhar No. /Passport No. \_\_\_\_\_) son / wife / daughter of \_\_\_\_\_,  
\_\_\_\_\_, residing at \_\_\_\_\_,  
\_\_\_\_\_,  
(PAN \_\_\_\_\_).
3. Mr. / Ms. \_\_\_\_\_,  
(Aadhar No. /Passport No. \_\_\_\_\_) son / wife / daughter of \_\_\_\_\_,  
\_\_\_\_\_, residing at \_\_\_\_\_,  
\_\_\_\_\_,  
(PAN \_\_\_\_\_).

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

[AND / OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_)  
son of \_\_\_\_\_ R/o. \_\_\_\_\_

\_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as M/s. \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), being party of the **FOURTH PART;**

All parties to this Agreement i.e. HMRPL, IREO, the Land Owners and the Allottee are hereinafter collectively referred to as the **"Parties"** and sometimes individually referred to as a **"Party"**. Land Owners and IREO shall be collectively referred to as the **"Confirming Parties"**.

**DEFINITIONS:**

In this Agreement, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below:-

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) **"Adjudicating Officer"** shall have the same meaning ascribed to it under the Act;
- (c) **"Allotment Letter"** shall have the meaning ascribed to it Recital K;
- (d) **"Apartment"** shall have the meaning ascribed to it in Recital K;
- (e) **"Apartment Ownership Act"** shall mean the Haryana Apartment Ownership Act, 1983 and subsequent amendments thereto;
- (f) **"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, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (g) **"Applicable Taxes"** shall mean any and all the taxes, cess, revenue, including Goods & Services Tax (GST), other indirect taxes, duties, levies by whatever name called;
- (h) **"Application"** shall have the meaning ascribed to it in Recital J;
- (i) **"Association of Allottees"** shall mean the condominium / association of the allottees of the Real Estate Project and upon completion of subsequent phase(s) of the Complex, the condominium / association of the allottees of the Complex, as the case may be, which shall be formed by HMRPL under the Applicable Laws;

- (j) **“Authority”** shall mean the authority constituted under Act;
- (k) **“BPCL”** shall mean Bharat Petroleum Corporation Limited;
- (l) **“BPCL ROU Area”** shall have the meaning ascribed to it in Clause 1.14;
- (m) **“Booking Amount”** shall mean 10% (ten percent) of the Total Price of the Apartment;
- (n) **“Carpet Area”** shall have the same meaning as ascribed to it under the Act;
- (o) **“Car Park Space”** shall have the meaning ascribed to it in Recital K;
- (p) **“Collaboration Agreement”** shall have the meaning ascribed to it in Recital C;
- (q) **“Common Areas of the Complex”** shall mean the areas described below :
  - (i) the entire land for the Complex Lands;
  - (ii) the lifts, lift lobbies, staircases, fire escapes, and common entrances and exits of buildings;
  - (iii) the common portion of basements, terraces, parks, play areas and open parking areas;
  - (iv) Central installations of services such as electricity, gas, water and sanitation, incineration system for water conservation and renewable energy;
  - (v) the water tanks, sumps, motors, fans, compressors, ducts, elevators and all apparatus connected with installations for common use;
  - (vi) all other portions of the Complex necessary for its maintenance, safety, etc., and in common use by more than one Allottee, which shall be provided by HMRPL in the declaration to be filed under the Apartment Ownership Act;

(and shall at all times exclude the Limited Common Areas);
- (r) **“Common Areas of the Real Estate Project”** shall mean the areas described below, forming part of and comprised in the Project Land:
  - i. the entire land for the Project Land;
  - ii. the lifts, lift lobbies, staircases, fire escapes, and common entrances and exits of building
  - iii. the common portion of basements, terraces, parks, play areas and open parking areas;
  - iv. Central installations of services such as electricity, gas, water and sanitation, incineration system for water conservation and renewable energy;
  - v. the water tanks, sumps, motors, fans, compressors, ducts, elevators and all apparatus connected with installations for common use;
  - vi. all other portions of the Real Estate Project for its maintenance, safety, etc., and in common use by more than one Allottee, which shall be provided by HMRPL in the declaration to be filed under the Apartment Ownership Act;

Common Areas of the Real Estate Project shall at all times exclude the Limited Common Areas.
- (s) **“Competent Authority”** shall mean any central or state judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex and/or the Real Estate Project;

- (t) **“Complex”** shall have the meaning ascribed to it in Recital C;
- (u) **“Complex Lands”** shall have the meaning ascribed to it in Recital C;
- (v) **“DTCP”** shall mean the Directorate of Town and Country Planning, Haryana;
- (w) **“Force Majeure Event”** shall mean war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any order / stay by a Competent Authority or Government order/policy/guidelines, notification or binding noting (or similar measures) affecting the regular development of the Complex or the Real Estate Project;
- (x) **“Government”** means the Government of Haryana and every other government which has jurisdiction over the Real Estate Project;
- (y) **“Lender”** means Housing Development Finance Corporation Limited, having its registered office at Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400020 and branch office at HDFC Capital Court, Olof Palme Marg, Munirka, New Delhi-110067, and/or any other scheduled bank/financial institution/lending entity from whom finance is raised by HMRPL in future whether or not against the security of the Complex Lands or Project Land;
- (z) **“License”** means License Nos. 16/2008, 28/2008 and 44/2011
- (aa) **“Licensed Lands”** shall have the meaning ascribed to it in Recital A;
- (ab) **“Limited Common Areas”** shall mean such common areas and facilities on the Complex Land (but not forming part of the Common Areas of the Complex) that are reserved for use of certain apartment or apartments to the exclusion of other apartments, including all areas demarcated as allocated car parking spaces (which shall be allocated to specific apartments at the sole discretion of HMRPL);
- (ac) **“Mark-Up”** shall mean a mark-up on the cost which will be 20% (twenty percent) of the cost;
- (ad) **“Maintenance Agency”** shall mean either HMRPL or the Association of Allottees or any third party employed / hired by HMRPL / Association of Allottees, carrying out the maintenance services in the Real Estate Project;
- (ae) **“Non Refundable Amount”** shall include the following;
  - (i) Stamp duty, registration charges etc. paid in respect of allotment of the Apartment in favour of the Allottee;
  - (ii) Total interest as per Applicable Law accrued on account of the delay/default in payment of any instalment/s and other charges as per the Payment Schedule calculated till the date of the cancellation/termination letter;
  - (iii) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee under this Application / Agreement;
  - (iv) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by HMRPL; and
  - (v) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by HMRPL in respect of the booking of the Allottee.
- (af) **“Other Lands”** shall have the meaning ascribed to it in Recital G;

- (ag) **“Payment Schedule”** shall have the meaning ascribed to it in Clause 1.5;
- (ah) **“Possession Date”** shall have the meaning ascribed to it in Clause 7.3;
- (ai) **“Project Land”** shall have the meaning ascribed to it in Recital H;
- (aj) **“RERA Certificate”** shall have the meaning ascribed to it in Recital I;
- (ak) **“Real Estate Project”** shall have the meaning ascribed to it in Recital H;
- (al) **“Rules”** means the rules framed by the Government, pursuant to the Act and any amendments thereto; and
- (am) **“Total Price of the Apartment”** shall have the same meaning ascribed to it under Clause 1.2.

## INTERPRETATION:

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

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to recitals, schedules or annexures are, unless the context otherwise requires, references to recitals, schedules and annexure of this Agreement;
- (d) To the extent to which any provision of this Agreement conflicts with its schedule or any provision of the Application for allotment or the Allotment Letter, the provision of this Agreement will prevail.
- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- (g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- (h) Reference to the term “herein”, “hereto”, “hereunder”, “hereof”, “hereinafter”, “hereinbefore” etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular article, recital or provision in which the said term has been used, unless the context otherwise requires.
- (i) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.

- (j) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- (k) The words 'in writing' or 'written' include any communication sent by registered letter, email and/or, facsimile transmission to the recorded registered address, email id or telephone number.
- (l) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- (m) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / articles in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

#### WHEREAS:

- A. The Land Owners are the absolute owners of a contiguous parcel of land ad-measuring approximately 8.92 acres in Village Behrampur, Tehsil Sohna and District Gurugram in Sector 59, Gurugram forming part of Licenses (hereinafter referred to as the **"Licensed Lands"**) and more particularly described in **Schedule I** hereto. Land Owners have acquired the ownership of the Licensed Lands by and under the sale deeds duly registered with the Sub-Registrar, Gurugram.
- B. By and under various development agreements executed between IREO and the Land Owners, the Land Owners have granted absolute development rights in respect of the Licensed Lands in favour of IREO.
- C. Thereafter, by and under collaboration agreement dated March 2, 2016 duly registered with the Sub-Registrar, Sohna, District Gurugram (**"Collaboration Agreement"**), as supplemented vide supplemental agreements dated December 26, 2016, April 2, 2018 and May 20, 2021, the Confirming Parties have granted, transferred and assigned the entire development / co-development rights in respect of the Licensed Lands in favour of HMRPL. Pursuant to the same, HMRPL is undertaking development of multi-storied group housing complex in the name and style of Elevate consisting of residential and commercial buildings and other amenities, structures, facilities, services, etc. (**"Complex"**) on land admeasuring 7.782 acres out of the Licensed Lands (collectively referred to as the **"Complex Lands"**).
- D. In furtherance to the Collaboration Agreement, HMRPL and IREO have mutually agreed for demarcation and allotment of entitlement of HMRPL and IREO in the Complex.
- E. The Confirming Parties have authorized HMRPL under an irrevocable general power of attorney dated March 3, 2016 duly registered with the Sub-Registrar, Sohna, inter alia to execute and register (wherever applicable), agreements to sell, apartment buyer agreements, sale/conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates, allotment letter, agreements for sale, application letter etc. in respect of the sale/transfer of apartments in the Complex in favour of the prospective buyers, as may be required, on such terms and conditions as may be deemed fit and appropriate by HMRPL; to receive/recover sale consideration from the prospective buyers; handover possession of the developed apartments at the Complex to the prospective buyers along with the proportionate undivided interest in the Common Areas of the Complex and generally to do all necessary acts, deeds or things required for completion of the Complex on the Complex Lands.
- F. Pursuant to the Licenses issued by the DTCP permitting development of group housing complex on the Licensed Lands, HMRPL has obtained the necessary permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands) including but not limited to layout plan, sanctioned building plan from the Competent Authority.



- G. The lands adjacent/near to Licensed Lands falling in Sector 59, Gurugram ("**Other Lands**") may be developed by IREO and/or its associate companies/nominees/other collaborators /co-collaborators of IREO in any manner as they deem fit and proper. IREO and/or its associate companies/nominees/other collaborators/co-collaborators have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands) of such shape, size, height, specification and at such location and within such timelines as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Allottee understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands (or on the lands resulting from the exchange of merger with lands adjacent/near to the Licensed Lands) by IREO and/or its associate companies/nominees/other collaborators shall not be a part of the Complex.
- H. HMRPL shall develop the Complex in a phased manner. This Agreement is confined and limited to in its scope only to the sale of residential apartments along with right to use allocated car parking space(s) in the Phase II of the Complex ("**Real Estate Project**") being developed on 2.96875 acres of the Complex Lands ("**Project Land**") and not to other phases, blocks which are part of the Complex but not part of the Real Estate Project. The Real Estate Project consists of 2 towers consisting of 248 apartments and the map / design layout for the Real Estate Project has been annexed in **Schedule VII**. The Apartment is being developed on the Project Land and the rights, title, interests, easements, claims etc. of the Allottee under this Agreement shall be with respect to the Apartment and the Common Areas of the Complex, in the manner as provided in this Agreement.
- I. HMRPL has registered the Real Estate Project under the provisions of the Act and the Rules with the Authority and a certificate has been issued by the Authority to HMRPL and IREO in this regard ("**RERA Certificate**"). The registration number is 27 of 2021.
- J. The Allottee has applied for the allotment of an apartment and the right to use \_\_\_\_\_ no. of car parking space(s) in the Real Estate Project vide application dated..... ("**Application**").
- K. HMRPL, has, vide an Allotment Letter dated..... ("**Allotment Letter**") and on the terms and conditions mentioned therein, allotted to the Allottee, the residential apartment bearing No..... on the..... floor having Carpet Area of..... square feet in the tower..... and having exclusive balconies having an aggregate area of.....square feet; along with right to use allocated car parking space for.....cars ("**Car Park Space**") each as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas of the Real Estate Project (hereinafter referred to as the "**Apartment**"). The floor plan of the Apartment is annexed hereto and marked as **Schedule IV**.
- L. It is clarified that all of the car parking spaces in the Real Estate Project form a part of the Limited Common Areas which are reserved for use of certain apartments to exclusion of other apartments and which may be allocated to specific apartments at the sole discretion of HMRPL. Any right to use the available covered car parking spaces (other than the Car Park Space) shall need to be agreed with HMRPL in writing. The right to use the Car Park Space is an inalienable part of the Apartment and cannot be gifted, sold, leased or parted with in any other manner whatsoever, without prior written consent of HMRPL.
- M. The Allottee represents and confirms that it has inspected all the documents pertaining to the Real Estate Project, Complex, Project Land and the Complex Lands including but not limited to all the title documents and approvals obtained by HMRPL and has fully satisfied itself in all respects, with regard to the right, title and interest of HMRPL and the Confirming Parties in the Real Estate Project and their right to convey the Apartment to the Allottee.

- N. The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants.
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws.
- 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, HMRPL hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in the Recital K.

**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, HMRPL agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Recital K herein above and more particularly described in **Schedule III** of this Agreement.

The brief details of the Apartment are also specified below:

Apartment No. \_\_\_\_\_ Floor \_\_\_\_\_ in Tower \_\_\_\_\_  
 Apartment Type \_\_\_\_\_ Number of Car Parking spaces \_\_\_\_\_

Size and Dimensions:

Carpet Area of the Apartment	_____ sq. ft.
Area of the exclusive Balconies	_____ sq. ft.
Area of the Covered Car Parking(s)	_____ sq. ft. per car space x _____ nos. of car spaces totalling to _____ sq. ft.

1.2 The Total Price of the Apartment calculated on the basis of Carpet Area, is as set out under :-

Components	Amount ( ₹ )
<b>Price of the Apartment #</b>	
Preferential Location Charges	
Charges for the Right to use _____ Additional Covered Car Parking Spaces	
<b>Cost of the Apartment</b>	
Applicable GST as on date	
<b>Total Price of the Apartment</b>	

# Price of the Apartment includes Basic, External Development Charges, Infrastructure Development Charges and One time Club Membership charges for right to use the Club House. Further, subject to the execution and registration of this Agreement for Sale by the Parties, the Allottee will be entitled to the right to use one allocated car parking space without payment of any additional consideration to the Company.

The Allottee acknowledges and confirms that in addition to the payment of the Total Price of the Apartment, it shall:

- (i) make payments towards all other third party charges including but not limited to the stamp duty and statutory registration charges at the time of offer of possession of the Apartment, to enable the conveyance of the Apartment in favour of the Allottee;
- (ii) pay advance maintenance charges as determined by HMRPL for the maintenance of Common Areas of the Real Estate Project (as referred to in Clause 12) for a period of 12 (twelve) months from the date of offer of possession of the Apartment to HMRPL or its nominees at the time of offer of possession; and
- (iii) pay to HMRPL an interest free maintenance deposit as demanded by HMRPL at the time of offer of possession of the Apartment.

Explanation:

- (i) The Total Price of the Apartment above includes the Booking Amount paid by the Allottee to HMRPL towards the Apartment;
- (ii) The Total Price of the Apartment above includes Applicable Taxes specifically identified above (consisting of tax paid or payable to HMRPL by way of Goods and Services Tax ("GST") or any other applicable taxes which may be levied, in connection with the construction of the Real Estate Project, by whatever name called, up to the date of offer of handing over the possession of the Apartment to the Allottee and the Common Areas of the Real Estate Project to the Association of Allottees or the Competent Authority, as the case may be, in accordance with the Act);

Provided that in case there is any change/ modification in the Applicable Taxes or statutory charges, including infrastructure augmentation charges, prior to the possession or applicable with retrospective effect, the subsequent amount payable by the Allottee to HMRPL shall be increased / reduced based on such change/modification;

It is however clarified that if there is a downward revision in the rates of GST on material(s) used for the development of the Project and / or if HMRPL becomes entitled to input credit as a result of any change in Applicable Laws, then such benefit shall accrue to HMRPL alone.

Provided further that if there is any increase in the Applicable Taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, and the Real Estate Project has not been completed within such scheduled date, the same shall not be charged from the Allottee;

- (iii) HMRPL shall periodically intimate, in writing, to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make the payment demanded by HMRPL within the time and in the manner specified therein.
- (iv) The Total Price of the Apartment includes recovery of price of Project Land, construction of the Apartment and the Common Areas of the Complex, preferential location charges, charges for exclusive use of balcony (ies), internal development charges, external development charges, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas of the Real Estate Project, and also includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project. Provided that in case there is any change/ modification in the Applicable Laws which results in increase in the charges of the heads identified in this clause above, the subsequent amount payable by the Allottee to HMRPL shall be increased based on such change/ modification.

Provided further that if there is any increase in such charges after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, and the Real Estate Project has not been completed within such scheduled date, the same shall not be charged from the Allottee.

- (v) The Total Price of the Apartment is inclusive of the cost of providing electric switches and wiring and load in the Apartment calculated in accordance with the Government norms. If the Allottee desires additional load, then, the same maybe made available to the Allottee on a best efforts basis by HMRPL, subject to payment by the Allottee of such additional cost as maybe specified by HMRPL, alongwith the application for such additional load. As and when the permission to receive and distribute bulk supply of electricity in the Complex is received by the Company or Maintenance Agency or the Association of Allottees, the Allottee(s) herein undertakes to abide by all the conditions of the sanction of the bulk supply.

- 1.3 The Allottee is aware that as per the Income Tax Act, 1961, any payment made on or after June 1, 2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (“TDS”) at the applicable rates. Therefore, the Allottee shall deduct the TDS at the applicable rates at the time of actual payment or credit of such sum to the account of HMRPL, and within such timelines as may be prescribed under the Applicable Law, the Allottee shall submit the original TDS certificate (duly signed

form 16) to HMRPL which shall be a condition precedent to the handover of possession and execution of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and HMRPL shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS (under the Income Tax Act, 1961) and the rules thereunder, and if the original TDS certificate for the relevant financial year is not submitted by the Allottee to HMRPL, then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount including applicable penalties imposed by the Tax authorities.

- 1.4 The Total Price of the Apartment is fixed, save and except increases due to increase on account of development charges payable to the Competent Authorities, any change/ modification in the Applicable Laws, byelaws, GST, other Applicable Taxes, cesses and/or any other increase in charges which may be levied or imposed by the Competent Authorities, from time to time and the Allottee hereby agrees to pay the same (including as specified in this Agreement), HMRPL undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs on account of any change/ modification in the Applicable Laws, byelaws, GST, other applicable taxes, cesses, cost/ charges imposed by Competent Authorities, HMRPL shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee. All demands made in consonance of this Clause shall be obliged/paid by the Allottee along with subsequent payments. Provided, that if there is any new imposition or increase of any development charges/taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee unless such imposition was charged on a retrospective basis for the period prior to the expiry of the date of completion of the Real Estate Project as per registration with the Authority.
- 1.5 The Allottee shall make the payment as per the payment schedule set out in **Schedule V ("Payment Schedule")**.
- 1.6 The Allottee may obtain finance / loan in relation to the Apartment at its own cost, risk and liability. In the event, any finance / loan is required to be obtained by the Allottee, the Allottee shall forthwith communicate the requirement to HMRPL (unless the Allottee has already communicated such requirement in the Application Form) and HMRPL shall convey the same to the Lender. The Allottee acknowledges that any representative of the Lender may contact the Allottee and propose the terms of financing / loan as may be required by the Allottee. It is, however, clarified that this Clause does not limit / restrict any right of the Allottee to obtain finance / loan from any other financial institution or bank that has pre-approved the Real Estate Project, in the event the Allottee fails to reach a mutual agreement with the Lender regarding the terms of such finance / loan. The Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that HMRPL shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to HMRPL in accordance with the Payment

Schedule on the grounds of non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment(s) to HMRPL within the time agreed herein, HMRPL shall have the right to terminate this Agreement in accordance with the terms hereof.

Furthermore, in every case where the Allottee has obtained a loan / finance from a bank, financial institution or any other source and for which a tripartite agreement or other similar agreement(s) has also been executed by HMRPL, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan / finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, HMRPL shall be entitled to terminate this Agreement with no recourse available to the Allottee against HMRPL in relation to such termination.

- 1.7 Save and except in the case of any bank, financial institution or company with which a tripartite agreement has been separately executed for financing the Apartment, or where HMRPL has given its permission to mortgage the Apartment to any bank, financial institution or company for extending a loan to the Allottee against the Apartment, HMRPL shall not be responsible towards any other third party, who has made payments or remittances to HMRPL on behalf of the Allottee and any such third party shall not have any right whatsoever against the said Apartment or under this Agreement. HMRPL shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
- 1.8 It is agreed that HMRPL shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in Schedule VI hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that HMRPL may make such minor additions or alterations, or such minor changes or alterations which are permissible under the Act.
- 1.9 HMRPL shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the occupation certificate/part occupation certificate (as the case may be) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Apartment. If there is reduction in the Carpet Area then HMRPL shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% of the Carpet Area of the Apartment, allotted to the Allottee, HMRPL may demand that from the Allottee as per the next milestone of the Payment Schedule.

In case of any alteration resulting in more than 5% change in the Carpet Area of the Apartment, HMRPL shall intimate the Allottee in writing the changes thereof and the resultant changes in the price, if any, of the said Apartment and correspondingly in the amount of other applicable charges as mentioned in the Agreement to be paid by him / her, if any. The Allottee agrees to inform HMRPL in writing his / her consent or objections to the changes within fifteen days from the date of such notice. If the Allottee writes to HMRPL indicating his / her refusal to accept such change in price of the apartment, if any, then, the allotment shall be cancelled at the request of the Allottee and HMRPL shall refund the entire amount (other than the Non Refundable Amount, but including the component paid as Applicable Taxes (i.e. GST

to the extent HMRPL is eligible to claim refund of the same under the applicable GST law in force), being refundable only upon receipt of such amount by the Company from the concerned authorities) received from the Allottee within 90 (ninety) days with annual base interest as provided in the Rules from the date of the respective payments / instalments made by the Allottee till the date of refund to the Allottee. On such cancellation / termination of the Agreement, the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the Apartment. In the event of acceptance in the alteration, the Allottee shall be bound to pay the incremental cost informed to him/her by HMRPL.

1.10. Subject to Clause 9.3, HMRPL agrees and acknowledges, the Allottee shall have the following rights in respect of the Apartment:

- (i) The Allottee shall be the exclusive allottee of the Apartment;
- (ii) The Allottee shall have undivided proportionate share in the Common Areas of the Real Estate Project. Since the share/ interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants, maintenance staff, etc. of the Real Estate Project, without causing any inconvenience or hindrance to them. It is clarified that HMRPL shall hand over the Common Areas of the Real Estate Project to the Association of Allottees after duly obtaining the part Occupation Certificate for the Real Estate Project from the Competent Authority, in accordance with the Act.
- (iii) The Allottee has the right to visit the Real Estate Project site with prior appointment to assess the extent of development of the Real Estate Project, in accordance with the visiting guidelines and safety policy of HMRPL.

1.11. Further to the understanding mentioned in Clause 1.10 above, the Allottee agrees and acknowledges that the Complex including balance Common Areas of the Complex shall be developed in a phased manner and the Common Areas of the Complex, including any updates and modifications to such common areas / services / facilities from time to time in accordance with the Applicable Laws, shall eventually be available for use and enjoyment of all allottees of the Complex.

It is further clarified that the Allottee shall have an undivided interest in Common Areas of the Complex, together with all other allottees of the Complex, as and when these are developed and completed as part of all the phase(s) of the Complex. The entitlement of the Allottee in the Common Areas of the Complex shall be proportionate to the Carpet Area of the Apartment. It is expressly clarified that the Common Areas of the Complex shall not be exclusive to any phase including this Real Estate Project and shall be available to allottees of all phases in the Complex. Upon completion of the entire Common Areas of the Complex, the same shall be handed over to the Association of Allottees in accordance with law.

Provided that the "Club House" do not constitute a part of the offer/ Common Areas of the Real Estate Project/Limited Common Areas/Common Areas of the Complex, and the cost of construction and development whereof (proportionate or otherwise) does not form part of the Total Price of the Apartment. HMRPL shall own and operate the Club House and/or offer the operations and maintenance of the Club House to a third party operator on such financial and commercial terms as may be decided by HMRPL in its sole discretion.

The Allottee, hereby also agrees, confirms and undertakes that the Allottee shall not in any manner



whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) commencing or continuing after the completion and/or the handing over of the apartments proposed to be developed in the Real Estate Project is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents of Real Estate Project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment and living in the gated community or threat to the safety and security of the residents forming part of the Real Estate Project and/or the Complex.1.11 Further to the understanding mentioned in Clause 1.10 above, the Allottee agrees and acknowledges that HMRPL shall have the sole right and discretion to develop the Complex including Balance Common Areas of the Complex in a phased manner. Upon such development, the Common Areas of the Complex, including any updates and modifications from time to time in accordance with the applicable law, shall eventually be available for use and enjoyment of all allottees of the Complex.

- 1.12 HMRPL agrees to pay all outgoings which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, mortgage loan and interest on mortgages or other encumbrances and such other liabilities availed by HMRPL in relation to the Real Estate Project, payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project) before transferring the physical possession of the apartments to the Allottees, subject to timely payment of amounts due by the Allottee to HMRPL in accordance with the Payment Schedule. If HMRPL fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest, availed by HMRPL in relation to the Real Estate Project, thereon before transferring the apartments to the allottees, HMRPL shall be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

It is clarified that on and from the Possession Date, the Allottee shall be responsible for payment of outgoings, including, house tax, property tax, electricity cess, fire fighting cess, environmental cess, other municipal or governmental taxes or cesses etc, as imposed by competent authority, from time to time, either as per individual assessment demand or as a pro rata share, if imposed on the Real Estate Project, to HMRPL.

- 1.13 Out of the Total Price of the Apartment, the Allottee has paid a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards booking of the Apartment, , the receipt of which HMRPL hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Schedule as may be demanded by HMRPL, within the time and in the manner specified therein.

Provided, that if the Allottee delays payment of any amount which is payable, it shall be liable to pay interest at the rate prescribed in the Rules.

- 1.14 HMRPL has duly informed the Allottee and the Allottee is aware that a pipeline buried underground and belonging to BPCL, alongwith with an 18 meter wide Right of Use (“**ROU**”) available to BPCL under The Petroleum and Minerals and Pipelines (Acquisition of Right of User) Act, 1962, passes through north-west corner of the Complex, such that BPCL has ROU over 789 sq. mt. of the Complex (as per architectural masterplan) (“**BPCL ROU Area**”). HMRPL undertakes and confirms that the BPCL ROU Area shall form part of the available open area but HMRPL shall not provide any facility / amenity on the BPCL ROU Area. The Allottee understands, acknowledges and consents to development / excavation / any other activity



undertaken by BPCL on the BPCL ROU Area, and the Allottee expressly waives his right in relation to any inconvenience caused due to any such activity by BPCL on the BPCL ROU Area, and agrees and acknowledges that the Allottee shall not in any manner whatsoever object or raise issues/claims that the activities in the BPCL ROU Area by BPCL is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents of Real Estate Project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment and living in the gated community or threat to the safety and security of the residents forming part of the Real Estate Project and/or the Complex.

## **2. MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by HMRPL, within the stipulated time as mentioned in the Payment Schedule through A/c payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of **“Heritage Max Realtech Private Limited – Master 2 Escrow A/c”** or an interbank electronic transfer to current account no. 57500000622122 maintained with HDFC Bank Limited at its Vatika Atrium branch, Sector 53, Gurugram. IFSC code is HDFC0000572. All payments shall be subject to their actual realization in the above mentioned account. The date of credit in the above account shall be deemed to be the date of payment, and exchange rates given by the bank on the date of said credit shall be applicable for payments made in foreign currency. Any and all bank charges shall be payable by the Allottee.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the 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 all procedures and formalities relating to remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and undertakes to provide to HMRPL with such permission, approvals which would enable HMRPL to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it 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 HMRPL accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep HMRPL fully indemnified and harmless in this regard. If and when 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 HMRPL immediately and comply with necessary formalities, if any, under Applicable Laws. Save as otherwise provided in this Agreement, HMRPL shall not be responsible towards any third party making payment / remittances on behalf of the Allottee and such third party shall not have any right in the application / allotment of the Apartment applied for herein in any way and HMRPL shall be issuing the payment receipts in favour of the Allottee only.

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

- 4.1 The Allottee authorizes HMRPL to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in its name and the Allottee undertakes not to object/ demand/ direct HMRPL to adjust its payments in any manner.

**5. TIME IS OF ESSENCE:**

- 5.1 HMRPL shall abide by the time schedule for completing the Real Estate Project as disclosed at the time of registration of the Real Estate Project with the Authority or any extended time schedule as granted by the Authority to HMRPL and time schedule towards handing over the Apartment to the Allottee and the Common Areas of the Real Estate Project to the Association of Allottees or the Competent Authorities, as the case may be.
- 5.2 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price of the Apartment) as well as other dues, deposits and amounts, including payment of any interest, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement.

**6. CONSTRUCTION OF THE REAL ESTATE PROJECT/ APARTMENT:**

- 6.1 The Allottee has reviewed and accepted the proposed floor plan of the Apartment and the Real Estate Project Layout plan as set out in Schedule IV and Schedule VII respectively and has also reviewed and accepted the Common Areas of the Real Estate Project which have been approved by the Competent Authority. The Allottee has also agreed to the Payment Schedule and the specifications & amenities which are part of the Apartment as mentioned in Schedule V and Schedule VI hereto. HMRPL shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, HMRPL undertakes to abide by such plans approved by the Competent Authorities and shall also abide by the norms and provisions prescribed by the Government (including Haryana Building Code, 2017) and any such variation/ alteration/ modification in such plans, would be in accordance with the Act.
- 6.2 It is clarified and the Allottee agrees that the appropriate Government/statutory body has an obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the Real Estate Project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the appropriate Government/statutory body fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity by the time HMRPL offers possession of the apartments to the allottees, HMRPL shall make arrangements (to the extent possible) to provide such external linkages for appropriate road connectivity, water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the allottees to be calculated on the basis of actual cost including Applicable Taxes plus a Mark-Up.
- 6.3 The Allottee understands that the development of the Complex on the Complex Lands is taking place in a phase wise manner, as a result of which, the timing of construction / handing over of the Common Areas of the Complex may differ from the handing over of a particular tower / portion/ Common Areas of the Real Estate Project. It is also intended that HMRPL may obtain requisite approvals for the development of

the other phases to be developed on the Complex Lands from the Competent Authority from time to time. The Allottee understands and consents to the development of the other phases on the Complex Lands to be undertaken by HMRPL and the Allottee waives his right to raise objections in relation to any inconvenience caused due to the construction of the other phases on the Complex Land. However, the development of the other phases shall not result in any change of the specifications, location, preferential location attributes (for which preferential location charges are applicable) and the size of the Apartment of the Real Estate Project; or entail payment of additional consideration / charges by the Allottee; or result in any increase in the number of apartments in the Real Estate Project.

## **7. POSSESSION OF THE APARTMENT:**

- 7.1 HMRPL agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas of the Real Estate Project to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. HMRPL shall, subject to Force Majeure Event or any other event / reason of delay (a) recognized / allowed by the Authority; and/or (b) beyond the control of HMRPL, apply for the occupation certificate of the Real Estate Project on or before July 31, 2024. It is, however, clarified that HMRPL shall achieve the completion of the Real Estate Project (after obtaining the occupancy certificate) not later than January 31, 2025. Subject to timely payment of amounts due by the Allottee to HMRPL as per the Payment Schedule, HMRPL shall offer possession of the Apartment with the specifications and amenities thereof mentioned in Schedule VI hereto and the Common Areas of the Real Estate Project within three months of the grant of the occupancy certificate, and pursuant thereto hand over possession of the Apartment to the Allottees who are ready and willing to take possession in accordance with this Agreement. In the event the possession is delayed beyond the date as agreed hereinabove for any reason, HMRPL shall be entitled to extension as granted by the Authority for handover of possession and completion of construction of the Real Estate Project.

If, however, the completion of the Real Estate Project is delayed due to any Force Majeure Event or any other event / reason of delay recognized / allowed in this regard by the Authority, then the Allottee agrees that HMRPL shall be entitled to the extension of time for delivery of possession of the Apartment, provided that the Force Majeure Event is not of a nature which makes it impossible for the Agreement to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for HMRPL to implement the Real Estate Project due to Force Majeure Event, then the allotment of the Apartment to the Allottee shall stand terminated and HMRPL shall refund to the Allottee the entire amount (other than the Non Refundable Amount), including the component paid as taxes, being refundable only upon receipt of such amount by the Company from the concerned authorities, without any interest, within 90 (ninety) days from that date. HMRPL shall intimate the Allottee of such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee as provided in this Clause, the Allottee agrees that it shall not have any rights, claims etc. against HMRPL and the Confirming Parties, and that HMRPL shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 HMRPL shall, upon obtaining the occupation certificate from the Competent Authority and subject to receipt of complete payment of the Total Price of the Apartment and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed, offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement within 3 (three) months from the date of issue of the part occupation certificate or occupation certificate, as the case maybe and subject to any other time periods as maybe specified under Applicable Laws. HMRPL shall hand over the copy of the part occupation certificate / occupation certificate of the Apartment to the Allottee (on demand made by the Allottee) at the time of conveyance of the same.

- 7.3 Upon receiving a written intimation from HMRPL as per Clause 7.2, the Allottee shall take possession of the Apartment from HMRPL within 45 (forty five) days from the date of written intimation by HMRPL, by executing necessary documents, including indemnities, undertakings and such other documentation as contemplated in this Agreement or as required by HMRPL, and HMRPL shall give possession of the Apartment to the Allottee.

Fulfilment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Apartment to the Allottee and subsequent execution and registration of conveyance deed. Refusal to fulfil any of the conditions listed above by the Allottee shall amount to a breach of this Agreement.

Notwithstanding any other provisions of this Agreement, in the event of the Allottee's failure to take over possession as aforesaid within 45 (forty five) days from the date of written intimation by HMRPL offering possession ("**Possession Date**"), it shall be deemed that the Allottee has taken the possession of the Apartment on and from the Possession Date and the Allottee shall be liable to pay to HMRPL holding charges as maybe intimated by HMRPL on and from the Possession Date, along with the applicable maintenance charges for such period and Applicable Taxes thereupon in respect of both the holding and maintenance charges. Holding charges as mentioned above shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the Apartment shall remain at the risk of the Allottee and any damage to it for any reason shall be to the account of the Allottee.

- 7.4 After obtaining the occupation certificate / part occupation certificate (as the case maybe), and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of HMRPL to hand over the necessary documents and plans (i) in relation to the Apartment to the Allottee and (ii) in relation to the Common Areas of the Real Estate Project to the Association of Allottees or the Competent Authority, as the case may be, as per the local laws.
- 7.5 Cancellation by the Allottee – The Allottee shall have the right to cancel/ withdraw its allotment in the Real Estate Project as provided in the Act and/or as set out in Clauses 9.1 and 9.2 herein below.

Provided, that where the Allottee proposes to cancel / withdraw from the Real Estate Project without any fault of HMRPL, HMRPL herein is entitled to forfeit and retain the Booking Amount along with the Non Refundable Amount. It is further clarified that the component of the Total Price of the Apartment paid as Applicable Taxes shall be refundable only upon receipt of such amount by the Company from the concerned authorities. The interest rate payable by the Allottee to HMRPL would be as per the Applicable Law. The balance amount of money paid by the Allottee (other than the amounts specified in this Clause) shall be returned by HMRPL to the Allottee within 90 (ninety) days of such cancellation.

- 7.6 HMRPL shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Real Estate Project is being developed to the extent of the amount paid by the Allottee towards the Total Price of the Apartment along with the interest on such amount as prescribed under the Rules. The claim for interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.
- 7.7 Except for occurrence of a Force Majeure Event, court order, Government policy/guidelines/decisions and subject to timely payment of amounts due by the Allottee to HMRPL in accordance with the Payment Schedule, if HMRPL fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to

discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; the Allottee may terminate this Agreement in terms of Clause 9.2, without prejudice to any other remedy available to the Allottee.

## **8. REPRESENTATIONS AND WARRANTIES:**

As on the date of execution of this Agreement, HMRPL, IREO and the Land Owners hereby represent and warrant to the Allottee as follows:

- (i) The Land Owners have absolute, clear and marketable title with respect to the Project Land, subject to a mortgage created on the Project Land and on the development rights thereon created in favour of the Lender. In that regard, the declaration of mortgage/ Declaration and Undertaking dated 27th March 2018 and the memorandum of entry dated 28th March 2018 were executed. HMRPL has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land for the Real Estate Project;
- (ii) HMRPL has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Project Land, Real Estate Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project Land, the Real Estate Project and the Apartment have been obtained by following due process of law. Further, HMRPL has been and shall, at all times, remain in compliance with all the Applicable Laws in relation to the Project Land, the Real Estate Project, the Apartment and the Common Areas of the Complex, in all material respects;
- (v) HMRPL and the Confirming Parties have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vi) HMRPL 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 Project Land, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) HMRPL and the Confirming Parties are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Allottee shall have lawful, vacant, peaceful, physical possession of the Apartment. The Common Areas of the Real Estate Project shall be handed over to the Association of Allottees or the competent authority, as the case may be;
- (ix) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (x) HMRPL has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent

Authorities till the offer of possession of the Apartment to the Allottee has been issued and possession of the Common Areas of the Real Estate Project has been handed over respectively to the Association of Allottees or the competent authority, as the case may be;

- (xi) No notice (other than those issued in ordinary course and those which do not materially affect the Allottee) 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) has been received by or served upon HMRPL in respect of the Project Land and/or the Real Estate Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES INCLUDING TERMINATION:**

9.1 Subject to a Force Majeure Event, court order, Government policy/guidelines/decisions, failure of Allottee to comply with the terms of this Agreement and subject to timely payment of amounts due by the Allottee to HMRPL in accordance with the Payment Schedule, HMRPL shall, in the following events, be considered in default:

- (i) HMRPL fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority or within such extended time so granted by the Authority.

For the purpose of this clause, "ready to move in possession" shall mean that the Apartment 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 / part occupation certificate, as the case may be, has been issued by the Competent Authority;

Provided that HMRPL shall not be liable for any default on account of delay in handing over the possession of the Apartment:

- (a) For the period of delay caused due to reasons beyond the control of HMRPL and/or its agents and/or;
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the said Apartment, and/or;
  - (c) For the period if the Allottee commit/s any default and/ or breach of the terms and conditions contained herein, including any payment obligation under this Agreement, and/or;
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the said Apartment, in addition to the standard Apartment.
- (ii) Discontinuance of HMRPL's businesses as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

9.2 In case of default by HMRPL as per Clause 9.1 above, the Allottee is entitled to the following:

- (i) Stop making further payments to HMRPL as demanded by HMRPL. If the Allottee stops making payments, HMRPL shall correct the situation by achieving the corresponding payment milestone as



provided in the Payment Schedule, and only thereafter the Allottee shall be required to make the next payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case HMRPL shall be liable to refund the entire amount (other than the Non Refundable Amount, including the component paid as taxes, being refundable only upon receipt of such amount by the Company from the concerned authorities) paid by the Allottee under any head whatsoever towards the purchase of the Apartment, 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 Real Estate Project or terminate the Agreement, HMRPL shall continue to pay to the Allottee the interest at the rate prescribed in the Rules, for every month of delay till the time of offer of possession of the Apartment, which shall be paid by HMRPL to the Allottee within 90 (ninety) days of it becoming due.

9.3 The Allottee shall, in the following events, be considered in default:

- (i) In case the Allottee fails to make payments, in full, against the amount due as per the due date in the Payment Schedule in case of time linked Payment Schedule or as advised in the demand letter in case of construction linked Payment Schedule, within a period of 21 (Twenty One) days from the due date mentioned in the Payment Schedule in case of time linked Payment Schedule or from the issuance of demand letter in case of construction linked Payment Schedule. The Allottee shall be liable to pay interest to HMRPL on the unpaid amount at the rate prescribed in the Rule 15 of the Rules for the period of delay commencing from such due date for payment;
- (ii) In case of continued / recurring default by the Allottee under the condition listed in (i) above continuing beyond a period of beyond 3 (three) consecutive months / instalments after notice in this regard, HMRPL may, at its sole discretion, cancel the allotment of the Apartment and refund a portion of the money paid to it by the Allottee, within 90 (ninety) days of such cancellation. Such refund shall be subject to deduction / forfeiture of the following amounts:
  - (a) Booking Amount;
  - (b) Non Refundable Amount.

Provided, that HMRPL shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

- 9.4 HMRPL shall, in its sole discretion, also be entitled to cancel/ terminate this Agreement, if in the sole opinion of HMRPL, (a) Allottee has obtained the allotment of the Apartment through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, and/or (b) Allottee is in breach of any term of this Agreement and/or (c) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law.

- 9.5 HMRPL shall have the first lien and charge on the Apartment for all its dues and other sums unpaid due and payable by the Allottee to HMRPL. The Allottee shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to HMRPL. It is hereby clarified that for the purposes of this Agreement, payment shall mean the date of credit of the amount in the account of HMRPL.

- 9.6 The Allottee hereby also covenants to observe and perform all the terms and conditions of the allotment and/or this Agreement to keep HMRPL and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee to HMRPL under this Agreement. Further, the Allottee shall indemnify HMRPL also against any loss or damages that HMRPL may suffer as a result of non-payment of any amount herein including the Total Price of the Apartment, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee confirms that HMRPL shall have the first and senior right (to the exclusion of any other person) over the Apartment in the event any amounts are outstanding to HMRPL. The Allottee further confirms that this clause shall be applicable even post possession being handed over to the Allottee.
- 9.7 Upon termination of this Agreement by HMRPL, save for the right to refund, if any, to the extent agreed hereinabove, the Allottee shall have no further right or claim against HMRPL, the Confirming Parties and/or the Apartment. Any claim by the Allottee in this regard shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. HMRPL shall on such termination be free to deal with the Apartment in any manner whatsoever, in its sole and absolute discretion. In the event the Allottee has taken possession of the Apartment, then HMRPL shall be entitled to re-enter and resume possession of the Apartment and everything whatsoever contained therein and the Allottee and/or any other person/ occupant of the Apartment shall immediately vacate the Apartment and otherwise be liable to immediate ejectment as an unlawful occupant/ trespasser. This is without prejudice to any other rights available to HMRPL against the Allottee.

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

- 10.1 Subject to the Allottee taking possession as per Clause 7.3 and payment of dues, if any, thereunder, HMRPL, on receipt of the Total Price of the Apartment as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee and upon execution of necessary documents including the indemnity bond, affidavits, etc. by the Allottee, shall, along with the Confirming Parties, execute a conveyance deed and convey the title of the Apartment through a conveyance deed together with the proportionate indivisible share in the Common Areas of the Complex no later than 6 (six) months from the date of possession by the Allottee, in accordance with Applicable Law. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes HMRPL to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to HMRPL is made by the Allottee.
- 10.2 HMRPL shall notify the date(s) for the purpose of execution and/or registration of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.
- 10.3 In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee alone shall be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.
- 10.4 In case the Allottee has taken any loan from any bank/ financial institution for the Apartment, the original transfer documents including the conveyance deed shall be directly handed over by HMRPL to the lending institution, if so required by them.



## **11. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:**

- 11.1 The Allottee shall be permitted to transfer / assign / sale the allotment of the Apartment and his rights and obligations under this Agreement to any third party (including blood relatives), provided, the Allottee has made up-to date payments and arrears including late payment charges to HMRPL and no material breach of the Agreement has been committed by the Allottee. All such transfers / assignment shall be subject to the Applicable Laws and payment to HMRPL of transfer / administrative charges as maybe determined by HMRPL by the Allottee from the second and subsequent transfers/assignment/sale and execution of requisite undertakings and indemnities by the Allottee and the transferee(s) as may be required by HMRPL. It is hereby made clear that for first transfer/assignment/sale the Allottee shall not be liable pay the transfer/administrative changes to HMRPL.
- 11.2 In the event the Allottee has obtained finance / loan from any financial institution / bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to HMRPL, permitting the said assignment / transfer by the Allottee. For avoidance of any doubt, any proposal for addition / deletion of names as an Allottee shall be deemed to be a transfer/ assignment of allotment and Allottee will be liable to pay transfer charges to HMRPL as per rates determined by HMRPL. However, addition/deletion/substitution of name (of blood relatives of the Allottee(s))shall not attract administrative charges as applicable, subject to the Allottee submitting conclusive documentary evidence to prove that such persons are related to him / her.
- 11.3 In cases of transfer by way of succession, there shall not be any such transfer / administrative charges, provided the legal heirs / beneficiary(ies) of the Allottee furnish relevant documents setting out their rights and entitlements in this regard and provide the indemnity in the format required by the Company.
- 11.4 In case of transfer / assignment or transfer by way of succession as mentioned in Clauses 11.1, 11.2 and 11.3 respectively, subject to there being no material breach of the Agreement by the Allottee, HMRPL shall transfer the amounts received from the Allottee to the credit of the transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as the case may be.
- 11.5 The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 11.6 All the provisions contained herein and the obligations arising hereunder in respect of the Apartment shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as all obligations mentioned herein shall go along with the Apartment for all intents and purposes.

## **12. MAINTENANCE OF THE SAID APARTMENT/ REAL ESTATE PROJECT:**

- 12.1 HMRPL shall be responsible to provide and maintain essential services in the Real Estate Project till the taking over of the maintenance of the Real Estate Project by the Association of Allottees in accordance with the Act.
- 12.2 The Allottee shall pay the maintenance charges in relation to the Apartment which include a pro rata contribution to the sinking fund overseen by the Association of Allottees, to be used for replacement of tools and equipment after the end of their design life, as may be levied by the Maintenance Agency on the basis of actual cost including Applicable Taxes plus a Mark- Up, and shall also enter into a maintenance

agreement with the Maintenance Agency in the format to be provided by HMRPL. It is made clear to the Allottee that the Maintenance Agency shall render maintenance services only with respect to the Common Areas of the Complex and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas of the Complex.

- 12.3 The Allottee has been informed and understands that (i) the maintenance charges payable by the Allottee to HMRPL and (ii) the interest free maintenance deposit payable by the Allottee to HMRPL at the time of offer of possession of the Apartment, shall be transferred to the account of the Maintenance Agency / Residents Welfare Association, after deduction in respect of expenses incurred by HMRPL (net after setting off any maintenance collections) towards maintenance of the Real Estate Project prior to handover of the Real Estate Project / Complex to the Maintenance Agency.
- 12.4 In case, the Allottee/Association of Allottees fails to take possession of the said essential services as envisaged in this Agreement, or prevalent laws governing the same, then, in such a case, HMRPL has the right to recover such amount as spent on maintaining such essential services beyond the scope contemplated in this Agreement.
- 12.5 As and when any plant, machinery, equipment etc. within the Real Estate Project / Complex including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, upgradation, addition etc. the cost thereof shall be as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment contributed by all the allottees / occupants of apartments at the Real Estate Project / Complex, to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be). Besides, HMRPL may also deduct the cost of replacement, upgradation, addition etc. of plant, machinery, equipment etc. within the Real Estate Project / Complex from the interest free maintenance deposit collected from the Allottees.
- 12.6 HMRPL will install equipment for power back up for use in case of power supply failure, and the cost thereof, including towards maintenance and repairs, shall be contributed by all the Allottees / occupants of apartments at the Real Estate Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be). The Allottee agrees that it shall not claim any damage/loss whether direct or indirect as a consequence of utilising power back-up.
- 12.7 As a fundamental condition of allotment, the Allottee agrees and undertakes that he/she shall join the Association of Allottees, which will be formed with the consent of HMRPL and recognized as the rightful Association of Allottees formed by HMRPL and undertakes to not promote or join any other association. Each Allottee consents to the inclusion of users/ allottees from other phases of the Complex, to the membership of any Association of Allottees formed for any Phase(s). The Allottee agrees and undertakes to pay fees, subscription charges of the Association of Allottees which shall part of the monthly maintenance charges and to complete all requisite documentation and formalities as may be deemed necessary for this purpose. The Allottee undertakes that as a member of the Association of Allottees, the Allottee shall comply with all provisions of this Agreement individually and collectively with other apartment buyers through the Association of Allottees. In any case, HMRPL shall only be liable for forming one Association of Allottee for the entire Complex in accordance with the Act and the Rules.

### **13. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other material defect in workmanship, quality or provision of services or any other obligations of HMRPL as per the Agreement is brought to the notice of HMRPL by the Allottee within a period of 5 (five) years from the date of occupation certificate or part-occupation certificate (as the case may be) as granted by the Competent Authority, then subject to the other provisions of this clause, it shall be the duty of HMRPL to rectify such material defects without further charge, within 90 (ninety) days, and in the event of HMRPL's failure to rectify such material defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation as may be determined by the Authority in the manner as provided under the Act.

In case any such structural defect or any other defect in workmanship, quality or provision of services reasonably & in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of the defect, then HMRPL shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee or the Maintenance Agency, as the case maybe, prior to the expiry of the said initial 90 days. HMRPL / Allottee / 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 provided under the Act and / or otherwise under Applicable Law.

HMRPL shall not be liable for rectification of any defect if the same has resulted due to natural wear and tear, alterations, misuse, deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee or the Maintenance Agency, if formed, or non-compliance of any Applicable Laws by the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, aluminium items, façade, doors and windows and such like shall not be covered under Defect Liability and the same shall not be rectified by HMRPL.

The Allottee confirms and agrees that all fittings, fixtures etc. shall be made functional at the time of handing over the possession of the Apartment but the maintenance thereof shall be the responsibility of the Allottee. The Allottee further understands that there is a fundamental difference between hand over of the building / constructions or infrastructure services and systems free from defects on the one hand and requirement of timely, appropriate and adequate maintenance of handed over building / constructions or infrastructure services and systems so as to maintain aesthetic appearance and / or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance including consumables and spare parts of the systems handed over would not be the responsibility of HMRPL, and HMRPL shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance.

### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Maintenance Agency shall have right of unrestricted access to all the Common Areas of the Complex, garages / covered parking and parking spaces for providing emergency and / or necessary maintenance services. The Allottee agrees to permit the Maintenance Agency to enter into the Apartment or any part thereof for as long as required for service access including maintenance and repairs of utilities, plumbing, waterproofing, structural, fire fighting, life safety etc, after due notice has been provided to the Allottee and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set

right any defect. The Allottee further agrees that in case of an emergency, fire or where life safety is involved, the Maintenance Agency shall have the right to request to enter the premises without prior notice and such permission shall be given by the Allottee/Occupant forthwith.

**15. USAGE:**

- 15.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as required by the Maintenance Agency in compliance with the sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked for the purposes specified therein.
- 15.2 The Allottee agrees and acknowledges that HMRPL shall, at its sole discretion, have a right to utilize, give on lease or hire any part of the roof, common areas, terraces for installation and utilisation for purposes including signage, services, including water tanks, electrical panel boards, telecommunication equipment, solar panels, antennae etc.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project or the Complex which may be in violation of the Applicable Laws or impact in any way the rights, enjoyment and beneficial usage of other Allottees or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that it will not tamper with, install or remove anything from the façade and external/public spaces outside the Apartment including but not limited to dish antennae, air conditioning units, dehumidifiers etc., and would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, the face/ facade of the building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas of the Complex. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the building or the Apartment. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas of the Complex.
- 16.3 The Allottee agrees and acknowledges that HMRPL reserves the right to name/rename/brand the Real Estate Project and its components, including but not limited to the Club House, Retail, Common Areas of the Real Estate Project and other facilities; and the Allottee shall not have any objections to the same being installed / advertised in the Common Areas of the Real Estate Project and communicated in media and advertisements.

- 16.4 The Allottee shall neither encroach upon the Common Areas of the Complex nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 16.5 If any damage is caused to the Apartment, Common Areas of the Complex or to the Real Estate Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by HMRPL or the Association of Allottees or the Maintenance Agency, as the case may be.
- 16.6 The Allottee shall not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee further agrees that it is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the buildings or along the buildings for the use by one or more apartments. The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, floors, design layout, toilets, kitchens or permanent finishes within the said Apartment save and except with the prior permission of the Association of Allottees/ HMRPL in writing.
- 16.7 The Allottee shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- 16.8 The Allottee shall plan and distribute its electrical load in conformity with the capacity of the electrical systems installed by HMRPL and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.9 The Allottee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Allottee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is commercial/prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other Allottees in the Real Estate Project.
- 16.10 The Allottee undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- 16.11 The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas of the Complex or any portion of the Real Estate Project or the Complex.
- 16.12 Entry Regulations and safety precautions: The Allottee agrees and acknowledges that security of the Complex and its residents is of paramount importance. HMRPL and / or the Association of Allottees shall have the right to keep the Real Estate Project and the Complex secure and free from disturbance at all times and shall have a right to monitor, scrutinize, register, regulate and / or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment etc.

16.13 Insurance: The Allottee shall be responsible for the insurance of their respective Apartments and its contents. HMRPL or the Association of Allottees or the Maintenance Agency shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other Allottees. The Association of Allottees shall insure the Real Estate Project structure and Common Areas of the Real Estate Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc, and the cost thereof shall be contributed by all the allottees / occupants of apartments at the Real Estate Project / Complex, as part of the charges payable to the Maintenance Agency.

16.14 Central cooking gas provision: The Allottee understands that upon availability of a central cooking gas provision supplied by a third party agency on a chargeable and metered basis in the Apartment, the Allottee shall avail of such service and undertakes not to procure and use individual bottled gas cylinders in the Apartment subsequent to such supply being available.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

17.1 The Parties are entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Real Estate Project and the transactions contemplated hereunder.

17.2 HMRPL has made it expressly clear to the Allottee that the rights of HMRPL in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies). The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Real Estate Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Real Estate Project.

**18. ADDITIONAL CONSTRUCTIONS:**

HMRPL undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, without the prior written consent of the allottees except for fulfilling statutory authority requirements as per the provisions in the Act.

**19. MORTGAGE OR CREATION OF CHARGE:**

19.1 The Complex Lands including the Project Land identified for development of the Real Estate Project has been mortgaged in favour of the Lender for loan facilities availed by HMRPL for development of the Complex including the Real Estate Project. The mortgage in favour of the Lender has been registered with the Registrar of Companies. In terms of the security / loan documents, the Lender has agreed that HMRPL in their normal course of business can sell the apartments and upon receipt of no objection certificate from the Lender, the Lender shall release its charge on the apartments sold by HMRPL. HMRPL shall ensure that prior to the handover of such portion of the Project Land to the Association of the Allottees (inclusive of the Common Area of the Real Estate Project), which handover shall be in conformity with the provisions of Apartment Ownership Act, the said facilities shall be fully repaid and satisfied by HMRPL.

19.2 The title deeds relating to Project Land have been deposited with the trustee of the Lender as security



(along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the Lender to HMRPL under the loan facility availed from the Lender as per Clause 19.1 above.

- 19.3 HMRPL specifically reserves the right to offer and to create pari passu charge along with the Lender or second charge on the Real Estate Project and all receivables therefrom (excluding the Apartment but including the receivables in relation thereto) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to HMRPL and the Allottee has given and granted his/her/it's specific and unqualified consent and permission to HMRPL for doing the same.
- 19.4 The Allottee whenever asked in support of by HMRPL in this regard, shall give and grant to HMRPL, his/her/it's specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee shall be of the essence of allotment of the said Apartment. Failure on the part of the Allottee to implement and comply with this essential condition will be treated as a breach of this Agreement, and HMRPL shall thereupon be entitled to cancel and terminate this Agreement.
- 19.5 After the execution of this Agreement, in the event HMRPL creates any pari passu charge along with the Lender or second charge on the Apartment/ Real Estate Project 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.

**20. COMPLIANCE WITH APARTMENT ACT AND THE ACT:**

HMRPL has assured the Allottee that the Real Estate Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder and HMRPL has complied with various approvals as required by the Applicable law as mentioned on the website of the Authority.

**21. ASSIGNMENT:**

HMRPL may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Real Estate Project in accordance with the Applicable Laws. On such transfer, the assignee or transferee of HMRPL shall be bound by the terms and conditions herein contained.

**22. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by HMRPL shall not create a binding obligation on the part of HMRPL or the Allottee until the Allottee (i) signs, and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Schedule within 45 (forty five) days from the date of despatch by the Company to the Allottee; and (ii) appear for registration of this Agreement before the concerned authority, as and when intimated by HMRPL.

If the Allottee fails to execute and deliver to HMRPL this Agreement within 45 (forty five) days from the date of despatch by the Company to the Allottee, and/or fails to appear for registration of this Agreement before the concerned authority, as and when intimated by HMRPL, then HMRPL shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt

by the Allottee, application of the Allottee may be cancelled by HMRPL, in its sole discretion, and the Non Refundable Amount shall be forfeited and not returned to the Allottee. The Allottee agrees and acknowledges that on account of HMRPL not having allotted / entered into this Agreement in respect of the Apartment under the understanding that the Allottee intends to duly perform, execute this Agreement and pay the amounts contemplated hereunder, any failure by the Allottee to perform its obligations under this Clause shall cause irreparable harm and loss to HMRPL (including on account of time value of money, loss of opportunity, etc.) and accordingly, the forfeiture of the Non Refundable Amount tantamount to a genuine pre-estimate of the losses suffered by HMRPL on account of the failure of the Allottee, and represents the liquidated damages payable by the Allottee to HMRPL on account of such failure.

**23. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire understanding / contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application and Allotment Letter) and there are no promises or assurances or representations, oral or written, express or implied, of HMRPL, other than those contained in this Agreement.

**24. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties to this Agreement.

No amendment, supplement or modification to this Agreement, in any form or manner, whatsoever, shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

The Allottee understands that any amendment, supplement or modification to this Agreement on behalf of HMRPL and the Confirming Parties shall be valid only if the same is signed by a signatory duly authorized by their respective board of directors.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Real Estate Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**26. WAIVER NOT A LIMITATION TO ENFORCE:**

- 26.1 HMRPL 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 Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by HMRPL in the case of one allottee shall not be construed to be a precedent and/or binding on HMRPL to exercise such discretion in the case of other allottees.
- 26.2 Failure on the part of the non-defaulting Party 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 relinquishment of any other right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure shall in no way affect the validity and enforceability of this Agreement or the rights and obligations of the non-defaulting Party.



- 26.3 The Parties acknowledge that a waiver of any term or provisions hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.
- 26.4 A waiver of a particular obligation of the Allottee in one circumstance will not prevent HMRPL from subsequently requiring compliance from the Allottee with such obligation on other occasions.

**27. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and regulations made thereunder or under Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and regulations made thereunder or the Applicable 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.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottees in the Real Estate Project / Complex, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

**29. FURTHER ASSURANCES:**

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

**30. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by HMRPL through its authorized signatory and shall be deemed to be executed at Gurugram even if the Allottees may have executed this Agreement at any other place.

**31. COPIES OF THE AGREEMENT/ COUNTER PARTS:**

This Agreement shall be executed in [3] counterparts; 1 master copy with the stamp duly affixed thereon along with 2 additional copies on plain paper. One set of the Agreement on plain paper with original signatures shall be retained by HMRPL and the master copy together with the second original Agreement on plain paper shall be presented before the jurisdictional Sub-Registrar of Assurances for registration. After registration, the master copy (duly registered) will be sent to the Allottee while the second original shall become part of the records of the jurisdictional Sub-Registrar of Assurances.

**32. BROKERAGE:**

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the Apartment, HMRPL shall, in no way

whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of the Total Price of the Apartment agreed to be payable to HMRPL for the Apartment.

### **30. NOTICES:**

That all notices to be served on the Allottee and HMRPL as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or HMRPL by registered post at their respective addresses or email ids as specified below:

#### **To the Allottee**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

#### **To HMRPL**

Name: \_\_\_\_\_

Address: 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram - 122 002, INDIA

#### **With a copy to**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

In all communications to HMRPL, the reference to the Apartment identification number/ address must be mentioned clearly.

### **34. JOINT ALLOTTEES:**

That in case there are joint Allottees all communications shall be sent by HMRPL to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the joint 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 the application for the Apartment shall be considered a valid communication to the Allottee.

### **35. SAVINGS:**

The Application, Allotment Letter, or any other document signed by the Allottee, in respect of the Apartment prior to the execution and registration of this Agreement shall not be construed to limit the rights, interests and obligations of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

### 36. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder including other Applicable Laws of India for the time being in force. The courts in New Delhi shall have exclusive jurisdiction on any matter arising under this Agreement.

### 37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and signed this Agreement at New Delhi 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 allottees)

(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

##### HMRPL:

(1) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram - 122 002, INDIA

(2) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram - 122 002, INDIA

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

**IREO:**

Signature : \_\_\_\_\_  
Name : IREO Private Limited  
Address : C-4, 1st Floor, Malviya Nagar,  
New Delhi - 110017, INDIA

**LAND OWNERS:**

(1) Signature : \_\_\_\_\_  
Name : ORNAMENTAL REALTORS PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017

(2) Signature : \_\_\_\_\_  
Name : BTVS BUILDWELL PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017

(3) Signature : \_\_\_\_\_  
Name : BASE EXPORTS PRIVATE LIMITED  
Address : 304, Third Floor, Kanchan House,  
Karampura Commercial Complex, New Delhi - 110015

(4) Signature : \_\_\_\_\_  
Name : ADSON SOFTWARE PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017

(5) Signature : \_\_\_\_\_  
Name : BULLS REALTORS PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017

- (6) Signature : \_\_\_\_\_  
Name : HI ENERGY REALTORS PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017
- (7) Signature : \_\_\_\_\_  
Name : COMMANDER REALTORS PRIVATE LIMITED  
Address : C-4, First Floor, Malviya Nagar,  
New Delhi - 110017
- (8) Signature : \_\_\_\_\_  
Name : GOLDEN VIEW BUILDERS PRIVATE LIMITED  
Address : 304, Third Floor, Kanchan House,  
Karampura Commercial Complex, New Delhi - 110015

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_
1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE I

### Description of Licensed Lands

Land ad-measuring 8.92 acres approx. situated at Sector-59 Village Behrampur, Tehsil Wazirabad, District Gurugram in and comprised in the following Kila Numbers:

Name of Owners	Rect. No.	Killa No.	Area		Total Marla	Share	As per share Marla	Acre
			K	M				
Golden View Builders Pvt. Ltd.	18	23min	7	6	146	78/803	14	0.08864
Golden View Builders Pvt. Ltd.	18	24	8	0	160	78/803	16	0.09714
Golden View Builders Pvt. Ltd.	18	25min	4	3	83	78/803	8	0.05039
Hi Energy Realtors Pvt. Ltd.	18	23min	7	6	146	1/4	37	0.22813
Hi Energy Realtors Pvt. Ltd.	18	24	8	0	160	1/4	40	0.25000
Hi Energy Realtors Pvt. Ltd.	18	25min	4	3	83	1/4	21	0.12969
Bulls Realtors Pvt. Ltd.	18	23min	7	6	146	03/983	30	0.18844
Bulls Realtors Pvt. Ltd.	18	24	8	0	160	03/983	33	0.20651
Bulls Realtors Pvt. Ltd.	18	25min	4	3	83	03/983	17	0.10713
Base Exports Pvt. Ltd.	18	23min	7	6	146	85/951	28	0.17751
Base Exports Pvt. Ltd.	18	24	8	0	160	85/951	31	0.19453
Base Exports Pvt. Ltd.	18	25min	4	3	83	85/951	16	0.10091
BTVS Buildwell Pvt. Ltd.	18	23min	7	6	146	1/6	24	0.15208
BTVS Buildwell Pvt. Ltd.	18	24	8	0	160	1/6	27	0.16667
BTVS Buildwell Pvt. Ltd.	18	25min	4	3	83	1/6	14	0.08646
Adson Software Pvt. Ltd.	18	23min	7	6	146	35/411	12	0.07771
Adson Software Pvt. Ltd.	18	24	8	0	160	35/411	14	0.08516
Adson Software Pvt. Ltd.	18	25min	4	3	83	35/411	7	0.04417
Golden View Builders Pvt. Ltd.	32	4	2	9	49	78/803	5	0.02975
Golden View Builders Pvt. Ltd.	32	4	5	11	111	78/803	11	0.06739
Golden View Builders Pvt. Ltd.	32	5min	4	3	83	78/803	8	0.05039
Golden View Builders Pvt. Ltd.	32	6min	0	18	18	78/803	2	0.01093
Golden View Builders Pvt. Ltd.	32	8min	4	12	92	78/803	9	0.05585
Hi Energy Realtors Pvt. Ltd.	32	4	2	9	49	1/4	12	0.07656
Hi Energy Realtors Pvt. Ltd.	32	4	5	11	111	1/4	28	0.17344
Hi Energy Realtors Pvt. Ltd.	32	5min	4	3	83	1/4	21	0.12969
Hi Energy Realtors Pvt. Ltd.	32	6min	0	18	18	1/4	5	0.02813
Hi Energy Realtors Pvt. Ltd.	32	8min	4	12	92	1/4	23	0.14375
Bulls Realtors Pvt. Ltd.	32	4	2	9	49	03/983	10	0.06324
Bulls Realtors Pvt. Ltd.	32	4	5	11	111	03/983	23	0.14327
Bulls Realtors Pvt. Ltd.	32	5min	4	3	83	03/983	17	0.10713
Bulls Realtors Pvt. Ltd.	32	6min	0	18	18	03/983	4	0.02323
Bulls Realtors Pvt. Ltd.	32	8min	4	12	92	03/983	19	0.11874

Name of Owners	Rect. No.	Killa No.	Area		Total Marla	Share	As per share Marla	Acre
			K	M				
Base Exports Pvt. Ltd.	32	4	2	9	49	85/951	10	0.05958
Base Exports Pvt. Ltd.	32	4	5	11	111	85/951	22	0.13496
Base Exports Pvt. Ltd.	32	5min	4	3	83	85/951	16	0.10091
Base Exports Pvt. Ltd.	32	6min	0	18	18	85/951	4	0.0218
Base Exports Pvt. Ltd.	32	8min	4	12	92	85/951	18	0.11186
BTVS Buildwell Pvt. Ltd.	32	4	2	9	49	1/6	8	0.05104
BTVS Buildwell Pvt. Ltd.	32	4	5	11	111	1/6	19	0.11563
BTVS Buildwell Pvt. Ltd.	32	5min	4	3	83	1/6	14	0.08646
BTVS Buildwell Pvt. Ltd.	32	6min	0	18	18	1/6	3	0.01875
BTVS Buildwell Pvt. Ltd.	32	8min	4	12	92	1/6	15	0.09583
Adson Software Pvt. Ltd.	32	4	2	9	49	35/411	4	0.02608
Adson Software Pvt. Ltd.	32	4	5	11	111	35/411	9	0.05908
Adson Software Pvt. Ltd.	32	5min	4	3	83	35/411	7	0.04417
Adson Software Pvt. Ltd.	32	6min	0	18	18	35/411	2	0.00958
Adson Software Pvt. Ltd.	32	8min	4	12	92	35/411	8	0.04896
Commander Realtors Pvt. Ltd.	32	3min	7	6	146	1	146	0.91250
Bulls Realtors Pvt. Ltd.	18	13/2/2	0	14	14	1/2	7	0.04375
Bulls Realtors Pvt. Ltd.	18	18/1min	7	4	144	1/2	72	0.45000
Base Exports Pvt. Ltd.	18	14/2min	3	18	78	27/748	24	0.14794
Base Exports Pvt. Ltd.	18	15/1/2	2	1	41	227/748	12	0.07777
Base Exports Pvt. Ltd.	18	16/2	2	12	52	27/748	16	0.09863
Base Exports Pvt. Ltd.	18	17	8	0	160	27/748	49	0.30348
Base Exports Pvt. Ltd.	18	13/2/2	0	14	14	1/2	7	0.04375
Base Exports Pvt. Ltd.	18	18/1min	7	4	144	1/2	72	0.45000
Ornamental Realtors Pvt. Ltd.	18	14/2min	3	18	78	521/748	54	0.33956
Ornamental Realtors Pvt. Ltd.	18	15/1/2	2	1	41	21/748	29	0.17848
Ornamental Realtors Pvt. Ltd.	18	16/2	2	12	52	21/748	36	0.22637
Ornamental Realtors Pvt. Ltd.	18	17	8	0	160	21/748	111	0.69652
Commander Realtors Pvt. Ltd.	18	15/2min	0	19	19	1	19	0.11875
Commander Realtors Pvt. Ltd.	18	16/1min	1	11	31	1	31	0.19375
	<b>Total</b>						<b>8.91875 Acre</b>	

**SCHEDULE II**  
**DETAILS OF LAND OWNERS**

- (i) ORNAMENTAL REALTORS PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (ii) BTVS BUILDWELL PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (iii) BASE EXPORTS PRIVATE LIMITED, having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015
- (iv) ADSON SOFTWARE PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (v) BULLS REALTORS PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (vi) HI ENERGY REALTORS PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (vii) COMMANDER REALTORS PRIVATE LIMITED, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (viii) GOLDEN VIEW BUILDERS PRIVATE LIMITED, having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015



**SCHEDULE III**  
**DESCRIPTION OF THE APARTMENT**

**A. DESCRIPTION OF THE APARTMENT APPLIED FOR:**

- (i) Apartment No.: \_\_\_\_\_
- (ii) Tower No.: \_\_\_\_\_
- (iii) Floor No.: \_\_\_\_\_
- (iv) Carpet area of \_\_\_\_\_ sq. ft. (equivalent to \_\_\_\_\_ sq. mts.).
- (v) Exclusive Balcony area of \_\_\_\_\_ sq. ft. (equivalent to \_\_\_\_\_ sq. mts.)
- (vi) \_\_\_\_\_ number of allocated car parking(s) for which right of use is being granted having total area of \_\_\_\_\_ sq.ft. @ \_\_\_\_\_ sq. ft. per parking
- (vii) The above said apartment is surrounded from the four sides as follows:
  - a. East side: \_\_\_\_\_
  - b. West side: \_\_\_\_\_
  - c. North side: \_\_\_\_\_
  - d. South side: \_\_\_\_\_

**B. MODE OF BOOKING**

- (i) Direct ( \_\_\_\_\_ )
- (ii) Property Dealer/Channel Partner/Broker ( \_\_\_\_\_ )

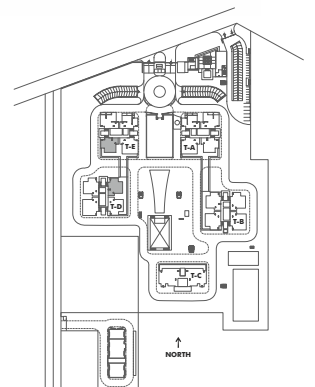
## SCHEDULE IV TYPE 3A (3BHK)



TOWER - D

TOWER - E

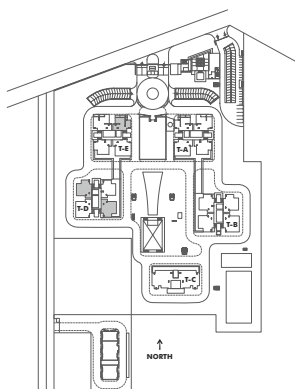
TOWER LAYOUT



KEY PLAN

This does not constitute a legal offer. All areas and dimensions are tentative and subject to change till the final completion of the Project as permissible under applicable laws. This brochure contains artistic impressions and no warranty is expressly or impliedly given that the completed development of the Project will comply in any degree with such artist's impression as depicted. All layouts, plans, specifications, dimensions, designs, measurements and locations are indicative, not to scale and are subject to change as may be decided by the Developer or the competent authority. For further details, please refer the Agreement for Sale. Soft furnishings, cupboards, furniture and gadgets, etc. are not part of the offering and are only indicative in nature and are only for the purpose of illustrating/indicating a conceived layout and do not form part of the standard specification/amenities/services to be provided. The above mentioned sizes are for a typical floor plan, first floor sizes may vary.

## SCHEDULE IV TYPE 3B (3BHK + POWDER)



KEY PLAN

TOWER LAYOUT

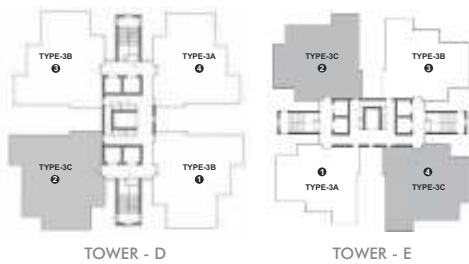


TOWER - D

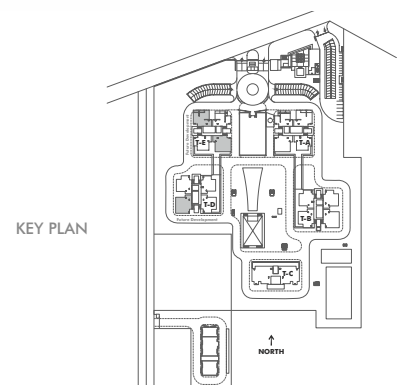
TOWER - E

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## SCHEDULE IV TYPE 3C (3BHK + LOUNGE)



TOWER LAYOUT



KEY PLAN

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**SCHEDULE V**  
**PAYMENT SCHEDULE**

## SCHEDULE VI

### SPECIFICATIONS & AMENITIES WHICH ARE PART OF THE APARTMENT

#### LIVING/ DINING / STUDY/ FOYER / FAMILY LOUNGE

Floor	Imported Marble
Walls	Acrylic Emulsion Paint finish on POP Punning / Gypsum
Ceiling	Acrylic Emulsion Paint on POP Punning with Gypsum False Ceiling (extent as per design only)

#### MASTER BED ROOM / DRESS ROOM

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion Paint Finish
Ceiling	Acrylic Emulsion Paint on POP Punning with Gypsum False Ceiling (extent as per design only)

#### MASTER TOILET / OTHER TOILETS

Floor	Marble / Premium Quality Tiles
Walls	Marble / Premium Quality Tiles / Mirror
Ceiling	Acrylic Emulsion Paint on Ceiling / False Ceiling (extent as per design only)
Counters	Marble / Granite / Synthetic Stone
Fixtures	Tower Rail, Toilet Paper Holder, Robe Hooks of standard make
Sanitaryware / CP Fittings	Single Lever CP Fittings, Health Faucet, Wash Basin & EWC of standard make

#### BEDROOMS

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion Paint Finish
Ceiling	Acrylic Emulsion Paint on POP Punning with Gypsum False Ceiling (extent as per design only)

#### DOORS

Main Door	Polished Solid Core Moulded Skin Door / Flush Doors
Internal Doors	Polish Moulded Skin Doors / Flush Doors

#### KITCHEN

Floor	Marble / Premium Quality Tiles
Walls	Premium Quality Tiles 2'-0" above Counters & Acrylic Emulsion Paint
Ceiling	Acrylic Emulsion Paint on Ceiling / False Ceiling (extent as per design only)
Counters	Marble / Granite / Synthetic Stone
Fixtures	Premium Quality of CP Fittings, Sink with Drain Board
Kitchen Appliances	Modular Kitchen with Hob & Chimney

#### UTILITY ROOM / UTILITY BALCONY / TOILET

Floor	Tiles of Standard Make
Walls & Ceiling	Oil Bound Paint Finish
Toilet	Anti Skid Floor & Tiles on the Walls with conventional CP Fittings & Sanitaryware
Balcony	Anti Skid Tiled Floor & Tiles / GRC Jaali (extent as per design) on the Walls

#### EXTERNAL GLAZING

Windows / Glazing	Energy Efficient Double Glass, Tinted / Reflective / Clear Glass with UPVC Frames in all habitable areas. Single Pinhead / Tinted / Clear Glass in all Toilets & Utility Rooms
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#### COMMON FACILITIES

Project	FRLSH Wiring in the Apartment CCTV in Lift Lobby, Lift, Basement and Misc. Entrance and Exits Access Control / Biometric at Boom Barrier and Tower Lobby Entry Movement Lighting Sensors in Basement Fire Survival Cables for Basement Ventilation Fans High Speed Lifts 2.5 mtr per second in all Towers VRV Units for Air-Conditioning of all Apartments
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## SCHEDULE VII REAL ESTATE PROJECT LAYOUT



The Project (Towers D & E along with listed amenities and facilities) being developed on land admeasuring 2.96875 acres forms part of the Group Housing Complex duly approved vide License Nos. 16 & 28 of 2008 and License No. 44 of 2011. The Master Plan is as per the revised Building Plans which were approved by the Office of the Director General, Town & Country Planning Department, Haryana vide DGTCPO office memo No. ZP-409 /SD (DK) / 2019 / 10517 dated 25th April 2019. The Project has been registered with Haryana RERA (Gurugram) vide registration number 27 of 2021 and the details of the Project are available on the website [www.haryanarera.gov.in](http://www.haryanarera.gov.in) under registered projects. All the approvals can also be verified in the office of the Developer. The Developer reserves the right to get the approved Building Plans revised at any stage till the completion of the Project in accordance with the applicable laws.



## SCHEDULE VIII REP COMMON AREAS

### LOWER BASEMENT

SNO.	AREA
1	Pump room
2	Under ground tanks
3	DG Room
4	LT panel room
5	Lift lobbies
6	Drive ways
7	STP
8	Services rooms
9	Staircases

### UPPER BASEMENT

1	Transformer room
2	HT panel
3	Fire pump room
4	Lift lobbies
5	Staircases
6	Drive ways
7	Services Room

### GROUND FLOOR

1	Entrance court
2	Internal courtyard
3	Kids play area
4	Pet park
5	Water body
6	Tennis court
7	Jogging track
8	Guard and service room
9	Non Tower staircase

### TOWERS

SNO.	AREA
1	Main Lift
2	Service Lift
3	Lift Lobbies
4	Staircases

### TERRACE

1	Mumties
2	Overhead Tank
3	Lift Machine Rooms

FOR NECESSARY ENDORSEMENTS

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