

Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 20/11/2020

Certificate No. GOT2020K2067

GRN No. 69588368



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Avarna projects llp

H.No/Floor : H65

Sector/Ward : 0

LandMark : Connaught circus

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 78*****01

**Buyer / Second Party Detail**

Name : Shadab hussain

H.No/Floor : D/1403

Sector/Ward : 0

LandMark : Lake pleasant lake homes phase II

City/Village: Hiranandani

District : Mumbai

State : Maharashtra

Phone : 78*****01

Others : Ms bushra begum

Purpose : AGREEMENT FOR SALE

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

WAZIRABAD

AGREEMENT FOR SALE

Amount Paid as on date	INR 19,74,051/-
Stamp duty paid	INR 101/-
E-Stamp Details	Certificate No. GOT2020K2067 dated 20.11.2020 (GRN: 69588368)
Registration Fee Details	INR 10,005/- deposited vide GRN: 69753852 dated 26.11.2020

For AVARNA PROJECTS LLP

Authorized Signatory

डीड संबंधी विवरण

डीड का नाम AGREEMENT
तहसील/सब-तहसील वजीराबाद
गांव/शहर उल्लावास

धन संबंधी विवरण

राशि 1974051 रुपये स्टाम्प ड्यूटी की राशि 100 रुपये
स्टाम्प नं : g0t2020k2067 स्टाम्प की राशि 101 रुपये
रजिस्ट्रेशन फीस की राशि 10000 रुपये EChallan:69753852 पेस्टिंग शुल्क 3 रुपये
Drafted By: Ramit K Lalit Adv Service Charge:200

यह प्रलेख आज दिनांक 27-11-2020 दिन शुक्रवार समय 2:09:00 PM बजे श्री/श्रीमती /कुमारी

Avarna Projects LLP thru Amit Kumar Mishra OTHER कम्पनी . निवास H 65 Connaught Circus New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

हस्ताक्षर/प्रस्तुतकर्ता
Avarna Projects LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Shadab Hussain पुत्र Akhter Hussain Bushra Begum पत्नी Turab Ali हाजिर है ।

प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Deepak Adv पिता --- निवासी Gurugram

व श्री/श्रीमती /कुमारी Soumen Das पिता Tapan Das

निवासी Digambarpur Sonth 24 West Bangal ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed at Gurugram on this 27th day of November 2020;

AMONGST

Avarna Projects LLP, a Limited Liability Partnership, having its registered office at H-65, Connaught Circus, New Delhi - 110001 and its regional office at Birla Estates Pvt. Ltd., Level 6, Wing B, Two Horizon center, Golf Course Road, Sector 43, Gurugram, Haryana - 122002 (hereinafter referred as "**Promoter**") (PAN - ABPFA2911A), represented by its authorized signatories Mr. Mohit Yadav authorized vide board resolution dated **15.05.2020** being party (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its transferees, assigns, nominees and successors in interest) of the **FIRST PART**;

AND

The "**Allottee(s)**" the details whereof are more particularly below :

Mr. Shadab Hussain, (Aadhaar No: 717320156575), son /daughter/wife of **Mr Akhter Hussain**, residing at D-1403, Lake Pleasant, Lake Homes Phase-2, Hiranandani Powai Mumbai-400076, Maharashtra , PAN: AETPH1355L, 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 A assigns) (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) being party of the **SECOND PART**.

Ms. Bushra Begum, (Aadhaar No: 617506957056), son /daughter/wife of **Mr Turab Ali**, PAN: BJFPB0769N, 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 A assigns), (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) being party of the **SECOND PART**.

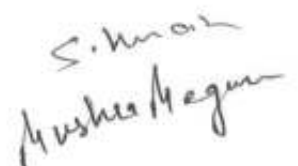
NA, (Aadhaar No: NA), son /daughter/wife of _____, PAN: NA, hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns), (which 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) being party of the **SECOND PART**.

All parties to this Agreement i.e. '**Promoter**' and the '**Allottee(s)**' are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as "**Party**".

For AVARNA PROJECTS LLP


Authorized Signatory

For Avarna Projects LLP


S. Mohan
Bushra Begum



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Amit Kumar Mishra OTHER Avarna Projects LLP

दावेदार :- Shadab Hussain Bushra

Begum Mushra Begum S. Hussainगवाह 1 :- Deepak Adv. Deepakगवाह 2 :- Soumen Das Soumen Dasप्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4784 आज दिनांक 27-11-2020 को बही नं 1 जिल्द नं 68 के पृष्ठ नं 52 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1996 के पृष्ठ संख्या 88 से 92 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 27-11-2020

उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

DEFINITIONS:

1. For the purpose of this Agreement for Sale, unless the context otherwise requires, —
 - 1.1 “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and rules formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities;
 - 1.2 “**Government**” means the Government of the State of Haryana;
 - 1.3 “**Interest**” shall mean at the rate of State Bank of India’s Highest Marginal Cost of Lending Rate plus 2 % per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act and Rules made thereunder;
 - 1.4 “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
 - 1.5 “**Section**” means a section of the Act.
2. Certain additional definitions in accordance with the contractual understanding herein have been provided in **Schedule-II** herein.

WHEREAS:

- A. Certain landowners of a land parcel ad-measuring 110.20575 Acres, situated at Villages Ullahawas (Hb. No. 83), Kadarapur (Hb. No. 84) & Maidawas (Hb. No. 85), in Sector 63A, Gurgaon Manesar Urban Complex, District Gurugram, Haryana (“**Said Lands**”) had entered into Development Agreements/ sale deeds with Anant Raj Limited for development and construction of residential project over the Said Lands.
- B. The Director General, Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) has granted following licenses under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 for development of plotted colony on the Said Lands;
 - (a) License bearing no. 119 of 2011 dated 28th December, 2011, in respect of lands measuring 802 Kanal 02 Marla i.e. 100.262 acres out of the Said Lands.
 - (b) License bearing no. 71 of 2014 dated 31st July, 2014, in respect of lands measuring 62 Kanal 18 Marla i.e. 7.8625 acres out of the Said Lands.
 - (c) License bearing no. 104 of 2019 dated 7th September, 2019, in respect of lands measuring 20 Kanal 13 Marla i.e. 2.08125 acres out of the Said Lands.
- C. In the manner stated above, the Said Lands were granted license for development of residential plotted colony by DGTCP. A combined zoning plan and layout plan for all of the above stated Licenses has been approved by DGTCP vide memos dated 4th October, 2019 and 7th September, 2019, respectively.

For AVARNA PROJECTS LLP

Mahesh
Authorized Signatory

S. Kumar
Mahesh Kumar

- D. Further to the above Licenses and after obtaining other relevant permissions and sanctions, Anant Raj Limited has developed / is in the process of developing a plotted colony project in the name and style of Anant Raj Estate on the Said Lands ("**Residential Colony**").
- E. The Promoter herein has acquired ownership on certain developed plots in Blocks/ Pockets A, D, G, G2 and H of the said Residential Colony from Anant Raj Limited and the owners of the lands underlying the said plots out of the Said Lands by virtue of Sale Deed dated 14th October, 2019 registered with office of the jurisdictional Sub-Registrar as Document No. 11491 on 14th October, 2019 ("**Sale Deed**").
- F. The Promoter is developing a project comprising of floor residence on the plots acquired by it in Blocks/ Pockets A, D, G, G2 and H of the Residential Colony, under the name and style of 'Birla Navya' (the "**Real Estate Project**").
- G. The Allottee(s) have made an application as referred in schedules below to the Promoter for allotment of a Floor Residence(*as defined herein*) in the First Phase of the Real Estate Project, being developed on Blocks/ Pockets D and H out of the above stated Residential Colony and comprising of 57 plots aggregating to 15346.90 Square Meters; with each of the plots comprising of 1 (one) tower containing 4 (four) floor residence each and aggregating to 228 floor residence, which phase is registered as Registration No. **RC/REP/HARERA/GGM/390/122/2020/06 OF 2020** before the Haryana Real Estate Regulation and Development Authority under the Act under the name and style of 'Birla Navya (Amoda I and II)' ("**Birla Navya Phase-I Amoda I & II**") more specifically shown in Schedule I;
- H. The Allottee(s) understands that the Residential Colony has been developed by Anant Raj Limited under the above stated Licenses and has been registered with the Authority as RERA Registration No. 142 of 2017 dated 28th August 2017, and the Promoter has acquired developed plots from Anant Raj Limited in the Residential Colony vide the Sale Deed, on which the Real Estate Project is being constructed and developed by the Promoter. The said Real Estate Project of the Promoter comprises of development of independent floor residence being constructed on plots acquired by it in the Residential Colony. It is clarified and understood that Avarna Projects LLP/ Promoter is not the developer / promoter of the Residential Colony, and therefore it is under no obligation and is not liable to provide and develop any colony level services, amenities and infrastructure, which are being provided, constructed and maintained by Anant Raj Limited as per its obligations under the above stated Licenses, related documents and other approvals for the Residential Colony and RERA Registration No. 142 of 2017 dated 28th August 2017;
- I. The Promoter is a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at H-65, Connaught Circus, New Delhi – 110001, with Birla Estates Private Limited and Anant Raj Limited, as its partners
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein

For AVARNA PROJECTS LLP

Mahesh

S. Kumar
Mahesh Mahajan

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable in the State and related to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the floor residence along with right to use the car parking as specified in Clause 1.1 herein.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the floor residence that has been described in **Schedule-III** of this Agreement ("**Floor Residence**"), along with right to use such car parking(s) that have been described in **Schedule-III** of this Agreement ("**Car Parking**").
- 1.2 The Total Price for the Floor Residence based on the Total Area along with right to use the Car Parking, is as provided in **Schedule-IV** herein. The break up and description of the Total Price including the extent of Total Consideration out of the Total Price is described in **Schedule-IV** herein.

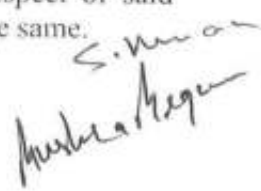
Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Floor Residence along with right to use Car Parking.
- (ii) The Total Price as mentioned above includes Applicable Taxes (GST and Cess or any other taxes/fees/charges/levies etc.) which may be levied, in connection with the development/construction of the project, paid/payable by the Promoter up to the date of handing over the possession of the Floor Residence along-with right to use Car Parking to the Allottee(s), after obtaining the necessary approvals from Competent Authority for the purposes of such possession:

Provided that in case there is any change/ modification in the Applicable Taxes/ charges/ fees/ levies, etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ decreased based on such change/ modification. It is clarified that if any input credit becomes available in respect of said Applicable Taxes, then the Promoter shall solely be entitled to the same.

For AVARNA PROJECTS LLP

Authorized Signatory


S. Narayan

Provided further, if there is any increase in the Applicable Taxes/ charges/ fees/ levies etc. due to change in law / rules, regulations, circulars, notifications or judicial pronouncements prospectively or retrospectively, after the expiry of the scheduled date of completion of the project as per registration with the Authority or during the subsistence of the Project's registration with the Authority, if any, granted to the said project by the Authority, as per the Act, the same shall be charged from the Allottee(s) if the same has not occurred due to the fault of the Promoter. It is understood that the Total Price includes proportional EDC/IDC @ of Rs. 6880/- per square meter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the Applicable Taxes/ fees/ charges/ levies, etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such Applicable Taxes/ fees/ charges/ levies etc. have been imposed or become effective, in case if it is requested by Allottee(s) or there is any revision by Government. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Promoter.;
- (iv) The Total Price includes Total Consideration, recovery of price of land, development/ construction of the Floor Residence and the Common Areas within the Subject Plot, internal development charges, Electrical & Water Connection & Meter charges, external development charges, Applicable Taxes, fee, levies, etc. cost of providing lift, electric wiring/ water line/ plumbing within the Subject Plot, finishing with paint / marbles / tiles / doors / windows / firefighting equipment in the Common Areas within the Subject Plot (as per the agreed specifications, which are provided in **Schedule-V** herein), advance maintenance charges as mentioned in the pricing sheet, one-time club membership charges, interest free maintenance security deposit, as mentioned in **Schedule-IV** hereto and includes cost for providing all other facilities, amenities and specifications to be provided within the Floor Residence, as per the agreed specifications, which are provided in **Schedule-V** herein. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities (post offer of possession which are not mentioned specifically in Schedule V), stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Floor Residence, as per the provisions of the Applicable laws. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Floor Residence including this Agreement for Sale and/or the Allotment Letter and/or the Application Form as per the provisions of Applicable laws, shall be borne and paid by the Applicant(s) as and when demanded by the Promoter.
- (v) The Allottee(s) is aware that as per the amended Income Tax Act, 1961, any payment for acquisition of any immovable property other than agricultural land

is subject to Tax Deduction at Source ("TDS") at the rate subscribed by the prevalent laws where the aggregate consideration is equal to or more than INR 50,00,000/-. As may be applicable, the Allottee(s) has to deduct the TDS at the rate subscribed by the prevalent laws on the Total Price (excluding GST) as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 days of such deduction, the Allottee(s) shall submit the original TDS certificate to the Promoter, which shall also be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee(s). The Allottee(s) agrees and undertakes that if the Allottee(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter 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(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules there under, and if the original TDS certificate is not submitted by the Allottee(s) to the Promoter then the amount of TDS shall be considered as receivable from the Allottee(s) and handover of the possession of the Floor Residence shall be subject to adjustment/recovery of such amount.

- 13 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authorities and/or any other increase/modification in charges in the applicable laws, byelaws, GST, other Applicable Taxes, cesses which may be levied or imposed by the competent authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s), unless it is done on retrospective basis by the Govt. as per the act/ rules and regulations
- 14 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-IV** ("**Payment Plan**").
- 15 The Promoter does not provide a rebate for early payments of installments payable by the Allottee(s), unless if mutually agreed in writing between the Promoter and the Allottee(s).
- 16 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-V** hereto in respect of the Floor Residence, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the Allottee(s), or such minor changes or alterations as


For AVARNA PROJECTS LLP

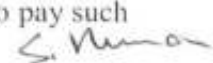
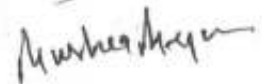
Authorized Signatory

S. Kumar
Authorized Signatory

per the provisions of the Act and Rules made there under or as per approvals / instructions / guidelines of the competent authorities.

- 17 The Promoters shall confirm to the Total Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupation certificate/ part occupation (as the case may be) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area of the Floor Residence, as may have arisen in the course of construction. The Promoters hereby agree to grant a benefit to the Allottee(s) by not charging any additional amount of consideration in the event the Total Area of the Floor Residence increases. In the event of reduction of the Total Area, then upto a reduction of 3% there shall be no change / reduction in the Total Consideration. However, if the Total Area of the Floor Residence reduces more than 3%, then the Promoter shall refund the excess money paid by the Allottee(s) for the said reduced area (i.e. the Total Area reduced over and above the said 3%). The said refund shall be adjusted in the subsequent installment of the Allottee along with annual interest, calculated from the date when such an excess amount was paid by the Allottee(s).
- 18 Subject to Clause 9.3, the Promoter agrees and acknowledges, that the Allottee(s) shall have the right to the Floor Residence as mentioned below:
- (a) The Allottee(s) shall have exclusive ownership of the Floor Residence and exclusive right to use the Car Parking. The Allottee(s) understand that the Car Parking is an indivisible part of the Floor Residence and cannot be sold or transferred separately;
 - (b) The Allottee(s) shall also have undivided proportionate share / interest in the Common Areas within the Subject Plot and land underneath the Subject Plot. The Allottee(s) shall use the said Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas within the Subject Plots to the Association of Allottees after duly obtaining the occupation/ completion certificate from the Competent Authority as provided in the Act;
 - (c) The Allottee(s) has the right to visit the Real Estate Project site to assess the extent of development of the Real Estate Project and its Floor Residence, as the case may be, subject to a prior permission from the Promoters, which permissions shall be granted by the Promoters subject to the safety norms as determined by the Promoters. It is however clarified, that the Allottee(s) shall visit the under construction site at its own risk and peril.
- 19 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Floor Residence to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding payments (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., maintenance charges to license holder, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Floor Residence). If the Promoter fails to pay all or any of the outstanding payments collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Floor Residence to the Allottee(s), the Promoter shall be liable, even after the transfer of the Floor Residence, to pay such

For AVARNA PROJECTS LLP

Authorized Signatory

outstanding payments 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 therefore by such authority or person. It is clarified that on and from the Possession Notice Expiry Date (as defined herein below), the Allottee(s) shall be responsible and liable to make timely payments of outgoings including house tax, property tax, electricity charges and cess, maintenance charges to Promoter/ Anant Raj Limited or association and other municipal or governmental taxes or cesses etc., as may be applicable or imposed by Competent Authority, from time to time, either as per individual assessment demand or as a pro-rata share, if imposed on the project, to Avarna Projects LLP/ Promoter/ Anant Raj Limited or directly to the Competent Authority if so required by the Promoter.

- 1.10 The Allottee(s) has paid a sum of Rs. 1974051.36/- (Rupees Nineteen Lakh Seventy Four Thousand Fifty One Thirty Six Paise only), being part payment towards the Total Consideration of Floor Residence at the time of Application Form/ EOI and forming part of the Total Price, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining Total Price of Floor Residence, as prescribed in the Payment Plan (**Schedule-IV**) and as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, it shall be liable to pay Interest at the rate prescribed under the Act and Rules.

- 1.11 It is understood by the Allottee(s) that 10% of the Total Consideration, shall be construed, considered and treated as "**Earnest Money/ Booking Amount**", to ensure the performance, compliance and fulfilment of the Allottee (s) obligations under this Agreement. The Booking Amount shall be payable by the Allottee(s) as per the Payment Plan and will include Application Money (subject to realization) and the EOI Amount (if paid).
- 1.12 As part of Residential Colony project, a Club House/ Community Centre will be developed in the Residential Colony on a lands parcel measuring 1.95 Acres (approximately). The said Club House/ Community Centre is / will be under construction, operation and management of the Promoter herein. The Allottee(s) agrees and understands that the said Club House/ Community Centre is in respect of the entire Residential Colony for all the Allottee(s) of the entire township and the same is not for the exclusive use of the Allottee(s) of the Real Estate Project. Accordingly, the Promoter shall complete the development and construction of the Club House/ Community Centre along with obtainment of the occupation certificate for all plots in the Real Estate Project. However, for the benefit of the Allottee(s), the Promoter has agreed to construct / develop the Club House/ Community Centre in phases, and complete the first phase of the Club House/ Community Centre, along with obtainment of occupation certificate for all the plots in the first phase of the Real Estate Project i.e. Birla Navya Phase-I Amoda I & II.
- 1.13 The Promoter agrees and confirms to provide a benefit to the Allottee(s) by not charging any one-time club membership fee over and above the Total Price i.e. the one-time club membership fee has been subsumed in the Total Price/ The Club House/ Community Centre shall be maintained, managed and operated by the Promoter herein or a third party, on such terms and conditions as they may deem fit. The Allottee(s) understand/s that in addition to the one-time club membership fee stated herein, the Allottee(s) shall be liable

to pay usage/ subscription charges as per the club policies and rules, framed by the Promoter and as may be revised / updated from time to time, which shall also be uniformly applicable to all Allottee(s) at the Residential Colony including the Allottee(s) of this Real Estate Project and which shall depend upon house rules / policies of the club formulated from time to time.

- 1.14 It is clarified that the membership of the club as stated above shall always be linked to the ownership of the Floor Residence i.e. the Allottee(s) shall be allowed to transfer the club membership only to such persons to whom the Floor Residence is sold / transferred as per terms herein. The process of such transfer and costs / charges associated to the same, shall be as per the club policies and rules, framed by the Promoter and as may be revised / updated from time to time.
- 1.15 Promoter has informed the Allottee(s) and the Allottee(s) is/ are aware that an underground gas pipeline of BPCL passes through Block G of the Real Estate Project. Further, the land above the same may be utilized by the Promoter / Anant Raj Limited in accordance with applicable law. The said land may also be fenced and accessed as may be required for the purposes of the said pipeline from time to time. The Allottee(s) understand/s and give/s consent for access/ repair / maintenance/ any activity undertaken by BPCL on this area as per the guidelines / rules of BPCL and the Allottee(s) expressly waive/s his/their right in relation to any inconvenience caused due to any such activity by BPCL, and agree/s and acknowledge/s that the Allottee(s) shall not in any manner whatsoever object or raise issues/claims to such activities in respect of this Clause and the Allottee(s) agree and undertake that it/ they shall not construct anything in future on this area.
- 1.16 The Allottee(s) may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee(s) obligation to purchase the said Floor Residence pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance. The Allottee(s) shall be solely liable for repayment of the said loan and related charges or arising due to any default under the said loan repayment. The Allottee(s) would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Floor Residence. The Allottee(s) agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee(s) from any bank/ financial institution. The Allottee(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee(s) fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.
- 1.17 Furthermore, in every case where the Allottee(s) has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter (if any), it is agreed by the Allottee(s) that any default by the Allottee(s) of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee(s) of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/ demand draft/ bankers Cheque or online payment (as applicable) in favour of **Birla Navya Amoda – Collection A/c** or an interbank electronic transfer to the account no. 5213086896 at Kotak Mahindra Bank Limited, City View Building, 201, DR. Annie Besant Road, Worli, Mumbai, Maharashtra - 400018, having IFSC No. KKBK0000634, or in such account / name as is informed by the Promoter to the Allottee(s). 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.

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

- 3.1 The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provided the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee(s) and such third party shall not have any right in the application/ allotment of the Floor Residence applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

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

For AVARNA PROJECTS LLP

Mohit
Authorized Signatory

S. Kumar
Murli Agarwal

5. **TIME IS ESSENCE:**

- 5.1 The Promoter shall offer possession of the Floor Residence on or before June 30th, 2024 ("**Completion Time Period**"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). In case the Promoter is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with prescribed Interest in accordance to the Applicable laws. For the purpose of this Application Form, "Force Majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
- 5.2 Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price) 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/ DEVELOPMENT OF THE FLOOR RESIDENCE**

- 6.1 The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, floor plan, common areas description, specifications, amenities facilities etc. including specifications in **Schedule-V** herein regarding the Floor Residence along-with parking is located and has accepted the floor/site plan annexed along with this Agreement as **Schedule-VI**, payment plan annexed along with this Agreement as **Schedule-IV** and the specifications, amenities, facilities, etc. annexed along with this Agreement as **Schedule-V**, which has been approved by the Competent Authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the competent authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement
- 6.3 **Certain material and fundamental understandings—**
- 6.3.1 The Allottee(s) agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms / conditions of this Agreement and transfer of ownership of the Floor Residence to the Allottee(s), and it shall be bound by the following at all points of time;

For AVARNA PROJECTS LLP

Mahesh

S. Kumar
Mahesh Kumar

- (i) Structure - Structure for all plots in a row is designed as combined RCC framed structure for Basement + Stilt + 4 Floors. Foundations, retaining wall and super structure is integrated for all plots in one row. The walls between two floors on adjacent plots are partition wall/party walls and their structures are combined and interdependent. The Allottee(s) independently or in collaboration / agreement with the owners of other Floor Residence in the Building, shall not and in no manner alter or modify the said structure.
- (ii) Boundary walls - There are no boundary walls for each plot (in front, side and at rear) except the boundary walls provided on the pocket/block which have gated entry/exit. Each plot is not individually bounded by front, rear and side boundary walls. The Allottee(s) independently or in collaboration / agreement with the owners of other Floor Residence in the Building, shall not and in no manner build a boundary wall on the plot.
- (iii) Lobbies - Entrance lobbies for two adjacent plots are joined together, unless if otherwise specified in the floor plan. Staircases are combined by removing the partition wall and there are two lifts provided in each combined lobby. All the owners of the Floor Residence for the plots that have such combined lobby, shall be entitled to use the same, irrespective of the nature of the undivided interest vesting on it. The Allottee(s) shall not create any obstruction or restriction to the said usage in any manner.
- (iv) Rear Open Spaces - The front and rear open spaces and stilt areas are combined and common between the plots in a row. Amenities therein are accessible for users in the pocket without any physical barriers. The Allottee(s) shall not create any obstruction or restriction to the said usage in any manner.
- (v) Facades - Both front and rear facades are an integral part of this gated community. Promoter reserves the right for any alteration in design of the façade, balconies or change in finishes/specifications of the exteriors. Exterior facades form part of the maintenance of common areas to be done by Promoter or any third party agency appointed by the Promoter. The Allottee(s) independently or in collaboration / agreement with the owners of other floor residence in the Building, shall not and in no manner alter the design of the said facade.
- (vi) The Allottee(s) shall not use/ cause to be used / permit to be used, the said Floor Residence for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Floor Residence be put to residential use only. Furthermore, the Allottee(s) specifically undertakes not to use the said Floor Residence or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project. Furthermore, the Allottee(s) specifically agrees that in order to maintain fundamental character and harmonious use and occupation with the Real Estate Project, it shall not construct and develop any further or additional FAR on the Subject Plot that may be permissible in future.

For AVARNA PROJECTS LLP

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Authorized Signatory

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Anusha Hegde

- (vii) If any damage is caused to the Floor Residence, Common Areas within the Subject Plot, common areas within the Real Estate Project or to the Real Estate Project on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) 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 the Promoter or the Association of Allottees or the Maintenance Agency, as the case may be.
- (viii) The Allottee(s) is strictly prohibited from making any alterations or modifications in the Floor Residence or outside the Floor Residence to the structure or the services and systems laid out in the Floor Residence/ Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for use by one or more floor residences. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Floor Residence save and except with the prior permission of the Association of Allottee(s)/ Promoter in writing.
- (ix) The Allottee(s) shall not cover or construct on the balcony(ies), open terrace(s), sunken court in basement and rear open spaces reserved exclusively for the dedicated use of the Floor Residence and shall only use the same as provided by the Promoter, as the case may be, and in no other manner whatsoever.
- (x) The Allottee(s) undertakes not to sub-divide/amalgamate the Floor Residence with any other floor residence(s) / area in the Real Estate Project.

632 The Allottee(s) agrees and undertakes that the Promoter has agreed to sell the Floor Residence to the Allottee(s) subject to the Allottee(s) agreeing to the terms and conditions stated in 6.3.1 above, and accordingly the Allottee(s) shall at all times be bound by the same. The Allottee(s) agrees and declares that it has understood the terms and conditions stated in 6.3.1 above, completely and the said terms / conditions shall at all points be considered as reasonable and as guiding restrictions / regulations relating to the Floor Residence and ownership of the Allottee(s) to the same, as the same are fundamental in character for harmonious use and occupation of the buyers of floors in the Real Estate Project. The said terms / conditions are for securing beneficial enjoyment of the owners of floor residences in other and adjoining plots / row / Real Estate Project and the Promoter. Any breach or deviation to the same shall have a material adverse implication to the rights and uses of the owners of Floor Residence in other and adjoining plots / row/ Real Estate Project and the Promoter, which is irreparable in nature. The Promoter and / or the association and / or the owners of other Floor Residence in the project, shall at all times be vested with all remedies under law to restrict and injunct the Allottee from any breach or deviation to the said provision in 6.3.1 and also to require the Allottee(s) to cure the same.

64 The Allottee(s) understands and agrees that the Promoter has acquired developed plots in the Residential Colony from Anant Raj Limited, and as such Anant Raj Limited being the principle licensee of plotted colony licenses from DTCP, Anant Raj Limited shall carry out the internal development within the Project, which inter alia, includes laying of roads, laying of landscape greens, water lines, sewer and storm lines, electrical lines, installing and maintaining Sewage Treatment Plant, Water Treatment Plant, Electric

For AVARNA PROJECTS LLP

Mahesh
Authorized Signatory

S. Nandan
Mahesh Mahajan
Allottee(s)

Substations and obtaining and maintaining all external connections for these integral services in the Real Estate Project.

- 65 The Allottee(s) agrees and undertakes that the Real Estate Project shall always be known as "Birla Navya" and the said name shall never be changed, either by the Allottee(s) and/or jointly by the Allottee(s) and other owners through the Association in the Real Estate Project. The Allottee(s) understands and agrees that since the above said brand name is associated to the project name, it shall be of utmost importance for the Promoter, that the project is maintained and managed at all times, even after handover to the association, in accordance with the branding policy, rules and guidelines, as prepared and provided by the Allottee(s) from time to time. The Allottee(s) agrees and acknowledges that this is a fundamental and material understanding to this conveyance deed, and rights transferred herein and that shall be transferred under the conveyance deed, are subject to adherence of the same at all times. The Allottee(s) shall have a right (but not an obligation) to undertake periodic audits in respect of such adherence to the branding policy, rules and guidelines at all times. The Allottee(s) understands that the said brand name is associated to the project name alone, and the Vendee or the association shall not be entitled under any manner to use the said brand name in any other manner whatsoever, including in prefix or suffix of the name of the Association.

7. POSSESSION OF THE FLOOR RESIDENCE:

7.1 Schedule for possession of the Floor Residence—

The Promoter agrees and understands that timely delivery of possession of the Floor Residence along-with right to use the Car Parking to the Allottee(s) and the handover of Common Areas within the Subject Plot to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules, is the essence of the Agreement.

The Promoter assures to offer possession of the Floor Residence along with right to use Car Parking as per agreed terms and conditions herein on or before the Completion Time Period unless there is delay due to Force Majeure Event, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project or due to any event or reason, which is recognized as a ground for extension by the Authority. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Floor Residence along with right to use the Car Parking.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure Event and above mentioned conditions / events, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the extent of Total Consideration received by the Promoter from the Allottee(s) till such date, within 120 days from the Promoter sending the termination letter / intimation / notice. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its

For AVARNA PROJECTS LLP

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Authorized Signatory

S. Kumar
Anusha Agarwal

obligations and liabilities under this Agreement. It is also agreed that since this liability of refund has arisen on the Promoter due to no fault of the Promoter, therefore the said 120 days' timeline may be reasonably extended in mutual discussion with the Allottee(s), if requested by the Promoter.

- 72 **Procedure for taking possession of Floor Residence**— Upon obtaining the occupation certificate for the Floor Residence and subject to the Allottee(s) having cleared all dues till such date, the Promoter shall offer in writing the possession of the Floor Residence ("**Possession Notice**") within three months from the date of the occupation certificate, to the Allottee(s) as per terms of this Agreement. The Promoter agrees to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the Floor Residence to the Allottee(s) at the time of conveyance of the same. The Allottee(s), agree(s) to pay the maintenance charges and holding charges as determined by the Promoter / Association of Allottees / Competent Authority, as the case may be in accordance with the terms herein.
- 73 **Failure of Allottee(s) to take Possession of the Floor Residence**— Upon receiving a Possession Notice from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Floor Residence from the Promoter by executing necessary indemnities, undertakings and such other documentation and making all upto date payments as prescribed in this Agreement or as required by the Promoter and after paying to the Promoter all such components / portions of the Total Price that are due and payable by the Allottee, executing their conveyance deed with the Promoter in the format prescribed ("**Conveyance Deed**") and getting the same duly stamped and registered with the Sub-registrar of Assurances, Gurugram within the time period as mentioned by the Promoter in the Possession Notice ("**Possession Notice Expiry Date**"). Subsequently, the Promoter shall give possession of the Floor Residence to the Allottee(s) as per the terms and conditions of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking etc. or fails to take possession within the time provided in the Possession Notice, such Allottee be liable to pay holding charges per month at the rate of Rs. 90/- per square meter of the Total Area of the Floor residences ("**Holding Charges**") as mentioned in **Schedule-IV** herein along with applicable maintenance charges towards upkeep and maintenance of the Common Area and Facilities for the period of such delay, which shall be payable by the Allottee within the time period stipulated. During the period of delay, the Floor Residence shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

Refusal to fulfill any of the conditions listed above by the Allottee(s) shall amount to a breach of this Agreement.

74 **Possession by the Allottee(s)**—

After obtaining the occupation certificate and handing over physical possession of the Floor Residence to the Allottee(s), it shall be the responsibility of the Promoter to hand

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S. Kumar
Anurag Kumar

over the necessary documents and plans and Common Areas within the Subject Plot to the Association of Allottees or the Competent Authority, as the case may be, within such time period as prescribed under the Act/ Rules.

75 Cancellation/surrender/withdrawal by the Allottee(s)–

The Allottee(s) shall have the right to cancel/ withdraw its allotment in the Real Estate Project as provided in the Act and as set out in Clause 9.1 and 9.2 herein below:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the Real Estate Project without any fault of the Promoter, the Promoter herein is entitled to forfeit (i) the Booking Amount paid for the allotment along with the Interest and penalties / damages(received or due) on any delayed payment / non-payment by the Allottee(s) (in terms of Clause 9.3 hereinafter) at the rate prescribed under the Act and Rules, from the Total Consideration amount and refund the balance amount of Total Consideration money paid by the Allottee(s) to the Promoter, within 90 (ninety) days of the issuance of **Cancellation Notice** by the Promoter based on the request of the Allottee(s). It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same.

76 Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of Compensation –

The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Subject Plot, on which the Floor Residence is being developed/ has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force;

Except for occurrence of a Force Majeure Event, Court orders, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized or allowed in this regard by the Authority, if the Promoter fails to complete or is unable to give possession of the Floor Residence:

- (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(s) may terminate this Agreement in terms of Clause 9.2, without prejudice to any other remedy available to the Allottee(s).

Should be provided that if the Allottee(s) does not intend to withdraw from the Project, the promoter shall pay the Allottee(s) the Interest for every month of delay, till the offer

of possession of the Floor Residence, which shall be paid by the Promoter to the Allottee upon becoming due within the timeline as prescribed under applicable laws.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Subject Plot; the requisite rights to carry out development upon the Subject Plot and absolute, actual, physical and legal possession of the Subject Plot for the Real Estate Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project as have been explained under this Agreement;
- (iii) Anant Raj Limited has represented and warranted to the Promoter that all approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the Real Estate Project and the Floor Residence are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all the applicable laws in relation to the Real Estate Project while carrying out the activities and development in its domain including construction of the Floor Residence and the Common Areas within the Subject Plot as provided under the Rules;

- (iv) The Promoter has the right to enter into this Agreement and has not committed or knowingly omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may be prejudicially affected;
- (v) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Real Estate Project and the Floor Residence which will, in any manner, prejudicially affect the rights of Allottee(s) under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Floor Residence to the Allottee(s) in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Floor Residence to the Allottee(s), and the Common Areas within the Subject Plot to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules;
- (viii) The Subject Plot are 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 Subject Plot;

For AVARNA PROJECTS LLP

Mahesh

S. Niranjan
Mahesh Mahajan

- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Applicable Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it is liable to pay and has collected from the Allottee(s); payable with respect to the Real Estate Project to the Competent Authorities till the offer of possession of the Floor Residence along with Common Areas within the Subject Plot (equipped with all the specifications, amenities and facilities) to the Allottee(s) and the Association of Allottee(s) or the Competent Authority, as the case may be, as provided under the Rules;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the Real Estate Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure Event, Court orders, policies / guidelines of Competent Authorities, decisions affecting the regular development of the Real Estate Project, or any other event / reason of delay in offer of possession recognized / allowed in this regard by the Authority and subject to timely payment of amounts due to be paid by the Allottee(s) to the Promoter in terms hereof as per the Payment Plan, the Promoter shall be considered under a condition of default, in the following events:
- (i) The Promoter fails to issue Possession Notice for the the Floor Residence to the Allottee(s) within the time period specified in Clause 5.1 and 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 Floor Residence shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate, has been issued by the Competent Authority except as mentioned and agreed between the parties in the present agreement;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made there under.
- 9.2 In case of default by the Promoter under the conditions listed above, the Allottee(s) is entitled to the following:
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or

For AVARNA PROJECTS LLP

Mahesh
Authorized Signatory

S. Niranjan
Mahesh Nigam

- (ii) The Allottee(s) shall have the option of terminating the Agreement, in which case the Promoter shall be liable to refund extent of Total Consideration amount received till such date along with interest as prescribed under the Act and Rules, within 90 (ninety) days of such termination. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same..

Provided that where the Allottee(s) does not intend to withdraw from the Real Estate Project or terminate the Agreement, the Promoter shall continue to pay to the Allottee(s) the interest at the rate prescribed under the Act and Rules, for every month of delay till the handing over of the possession of the Residential Floor, which shall be paid by the Promoter to the Allottee(s) within the timelines as mentioned under the Applicable laws.

- 93 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events ("**Allottee's Event of Default**"):

- (i) In case the Allottee(s) fails to make payments for any demand for the agreed installment made by the Promoter as per the Payment Plan, despite having been issued notice(s) in that regard. In such event the Allottee(s), shall be liable to pay Interest to the Promoter on the unpaid amount for the period of delay commencing from the due date of the relevant payment;
- (ii) In case default by the Allottee(s) under the condition listed above continues for a period beyond 60 (sixty) days after notice received from the Promoter in this regard, the Promoter may terminate the present agreement and cancel the allotment of the Residential Floor. In case of such cancellation, the Promoter herein is entitled to forfeit (i) the Earnest Money/booking Amount paid for the allotment along with Interest and penalties / damages (received or due) on any delayed payment / non-payment by the Allottee(s), from the Total Consideration amount and refund the balance amount of Total Consideration money paid by the Allottee(s) to the Promoter, within 90 (ninety) days of such cancellation. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same. On such default of the Allottee(s), the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination or such other time period as laid down under the Applicable laws.
- (iii) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement. In such case if the Allottee(s) fail to rectify the default within a

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period of 15 (fifteen) days from the date of notice of default except for Clause 9.3(i), then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Earnest Money/ Booking Amount along with Interest and penalties / damages (received or due) on any delayed payment / non-payment by the Allottee(s) from the Total Consideration amount and refund the balance amount of Total Consideration money paid by the Allottee(s) to the Promoter, within 90 (ninety) days of such cancellation. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Allottee(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Allottee(s) over and above the Booking Amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same.

- 94 After the said forfeiture, the Promoter shall refund the balance amounts, if any, to the Allottee or to his banker / financial institution, as the case may be, without any liabilities towards interest/ cost/ damages whatsoever only upon the Allottee executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute/ register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee(s) and the Allottee(s) hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit the various amounts paid/due from the Allottee subject to the provisions/limits as prescribed under Applicable laws and refund the balance to the Allottee and the Developer's right to sell/transfer the Floor Unit to any third party. Upon termination of this Agreement by the Promoter on account of Allottee's Event of Default ("**Termination Date**"), save for the right to refund, if any, to the extent agreed hereinabove, the Allottee(s) (i) shall have no further right or claim against the Promoter and/or the Floor Residence. Any claim by the Allottee(s) in this regard shall be deemed to have been waived off by the Allottee(s) and the Allottee(s) hereby expressly consents thereto. The Promoter shall on such termination be free to deal with the Floor Residence in any manner whatsoever, in its sole and absolute discretion. This is without prejudice to any other rights available to the Promoter against the Allottee(s).
- 95 It is agreed between the Parties that upon receipt of occupation certificate by the Promoter, the Allottee(s) shall not be entitled to terminate this Agreement. In case the Allottee(s) withdraws from the project after the receipt of the occupation certificate and an intimation thereof, then the Promoter shall be entitled along with other rights under this Agreement to forfeit the entire amount paid by the Allottee(s) along with Interest, if the Allottee(s) terminated the present Agreement at no fault of the Promoter or is in default of instalments (if any), applicable Taxes and any other charges/amounts falling due after the receipt of the occupation certificate. The Allottee(s) further agree/s and acknowledge/s that the Promoter's obligation of constructing the Floor Residence shall come to an end on the Possession Notice Expiry Date and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Floor Residence.

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S. Murugan
Anurag Hegde

10. CONVEYANCE OF THE FLOOR RESIDENCE:

The Promoter, on receipt of Total Price 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(s) and upon execution of necessary documents including indemnity bond, affidavits, etc. by the Allottee(s), shall, execute a conveyance deed and convey the title of the Floor Residence prior to or on the day actual possession of the Floor Residence.

Provided that, the Floor Residence is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions herein. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee(s) till payment of stamp duty and registration charges and ancillary charges to the Promoter is made by the Allottee(s).

The Promoter shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee(s). The Allottee(s) 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.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee(s) shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee(s) has taken any loan from any bank/ financial institution for the Floor Residence, the original transfer documents including the conveyance deed shall be directly handed over by the Promoter to the lending institution, if so required by them.

11. ASSOCIATION FORMATION AND MAINTENANCE OF THE SAID BUILDING/ FLOOR RESIDENCE/ REAL ESTATE PROJECT:

11.1 Maintenance of common areas and facilities in the Residential Colony –

- (a) Anant Raj Limited shall formulate an association of allottee(s) ("**Residential Colony-Association**") in the Residential Colony including the Real Estate Project, which shall be formed by Anant Raj Limited under applicable laws for maintenance of common areas and facilities in the Residential Colony including all roads, greens, landscape areas, paved areas, etc. All common areas within the Residential Colony are owned by Anant Raj Limited and shall at all times be maintained by them. Anant Raj Limited shall be responsible to provide and maintain essential services in the Residential Colony including the Real Estate Project till the taking over of the maintenance of the Residential Colony by Residential Colony-Association or the Competent Authority, as the case may be. The maintenance charges as set forth in **Schedule-IV** herein have been included in the Total Price of the Floor Residence.

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S. Kumar
Mushir Mehar

- (b) In case, the Residential Colony-Association or the competent authority fails to take handover of such essential services as envisaged in this Agreement or as per the applicable laws, then in such a case, Anant Raj Limited shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Residential Colony-Association or proportionately from all allottees of the Real Estate Project.
- (c) Simultaneously with the execution of the Conveyance Deed, the Allottee(s) shall enter into a maintenance agreement with Anant Raj Limited with regard to the above, which shall provide detailed terms / conditions with regard to the above.

112 Maintenance of Common Areas within the Subject Plot and other plots in the Real Estate Project—

- (a) The Promoter shall formulate an association of allottees ("**Association of Allottees**") in the Real Estate Project of floor residencies, either for the entire Real Estate Project or in a phase wise manner, under applicable laws for maintenance of Common Areas within the Subject Plots and other plots in the Real Estate Project or phase thereof. The Promoter shall be responsible to maintain Common Areas within the Subject Plot and other plots in the Real Estate Project till the taking over of the maintenance of such Common Areas within the Subject Plot and other plots in the Real Estate Project by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the occupation certificate of the Real Estate Project, as the case may be, either itself or through a maintenance agency ("**Maintenance Agency**"). The maintenance charges as set forth in **Schedule-IV** herein have been included in the Total Price of the Floor Residence.
- (b) In case, the Association of Allottees fails to take handover of the Common Areas as envisaged in this Agreement, then in such a case, the Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Allottees or proportionately from all allottees at the Real Estate Project.
- (c) The Allottee(s) shall pay the maintenance charges in relation to the Floor Residence as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoter.
- (d) Simultaneously with the execution of the Conveyance Deed, the Allottee(s) shall enter into a maintenance agreement with the Promoter with regard to the above, which shall provide detailed terms / conditions with regard to the above.

113 The maintenance deposit which shall be collected from Allottee(s) shall be utilized in the following manner:

- (a) The entire amount of the maintenance security deposit shall be deposited in a

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S. Kumar
Anant Raj Limited

Association of Allottees pursuant to formation of the said association and handover of maintenance to the same.

- (b) The Allottee(s) agree/s that the amount collected as Advance Maintenance charges shall be fully utilized towards maintenance for the said period.
- (c) The maintenance security shall not be used by the Promoter, save and except in case of a capital expenditure requirements or in case of emergency or urgent requirement of funds and only in that event, preference shall be to utilize the interest from the maintenance security to cover the cost of such urgent requirement or emergency and do any expenses from deposit only if it is required. In case of any such expenditure, supporting documents and details shall be shared with the Allottee(s) by the Promoter.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from (a) the date of handing over possession or (b) expiry of 3 (three) months from the date of offer of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Promoter shall not be liable for (a) any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design and/ or (b) if the defects that are the result of ordinary wear and tear in due course.

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


The Promoter / Maintenance Agency / Association of Allottees/ Competent Authority shall have rights of access to all common areas, parking spaces, lift and floor lobbies, service and building shafts, rear open spaces, basement and terrace, etc. for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and/ or Association of Allottees and/ or Maintenance Agency / Competent Authority to enter into the Floor Residence or any part thereof, after giving due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Terrace Areas: The basement and part of terrace (if the same is part of the Floor Residence) as per **Schedule-III**, shall be under the ownership, use and exclusive possession of the Allottee(s), and the same shall be utilized by the Allottee(s) only for such purposes as is permitted under applicable law.

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S. Kumar

15. GENERAL COMPLIANCE WITH RESPECT TO THE FLOOR RESIDENCE

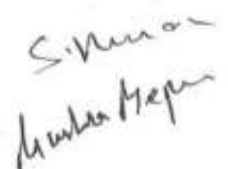
- 15.1 Subject to Clause 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Floor Residence at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Floor Residence, or the staircases, lifts, common passages, corridors, circulation areas, or the compound or Real Estate Project which may be in violation of the applicable laws or rules of any authority or change or alter or make additions to the Floor Residence and keep the Floor Residence, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s)/ Association of Allottees further undertakes, assures and guarantees that it (or the / Association of Allottees) shall not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Floor Residence or the Common Areas within the Subject Plot or common areas within the Real Estate Project. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, 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 Floor Residence. Further, the Allottee(s) / the Association of Allottees shall not store any hazardous or combustible goods in the Floor Residence or place any heavy material in the Building. The Promoter / Allottee(s) / Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas within the Subject Plot or common areas within the Real Estate Project, which otherwise are available for free access. The Allottee(s) / Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Floor Residence and Car Parking (including to the basement, terrace, stilts, stilt area and/ or lobbies, etc.), as the case may be. The walls shall always remain common between the Floor Residence and Car Parking and the unit/ apartment/ floor residence of other allottees/ purchasers of adjacent unit/ apartment/ floor residence.

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

- 16.1 The Parties are entering into this Agreement for the allotment of the Floor Residence with the full knowledge of all laws, rules, regulations and notifications applicable in the State of Haryana and related to the project.
- 16.2 The Allottee(s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the 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 Floor Residence and /or the project.

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17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL MORTGAGE OR CREATE A CHARGE:

The Promoter has the right and is entitled to create mortgage and / or create a charge on the plots in the Real Estate Project or any part or component thereto, all current/ future receivables pursuant thereto and any other right, title and interest that the Promoter may have in respect of the Real Estate Project and/ or the plots, blocks and construction comprised thereupon. However, after the Promoter executes this Agreement, the Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Floor Residence under this Agreement.

19. COMPLIANCE WITH ACT:

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Apartment Act, Act and Rules framed there under, bye-laws, instructions / guidelines and decisions of the Competent Authority.

20. BINDING EFFECT:

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(S) and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled by the Promoter and (i) Booking Amount or part hereof paid by the Allottee(s), (ii) any paid or payable delay interest, (iii) any paid or payable damages / penalty under this Agreement and (iv) any taxes such as GST etc., to the Promoter till such time, shall be forfeited by the Promoter.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Floor Residence and there are no promises or assurances or representations, oral or written, express or implied, of the Promoter, other than those contained in this Agreement.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 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.

25. SEVERABILITY:

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

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S. Kumar
Anshu Aggarwal

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in project, the same shall be the proportion which the RERA Carpet Area of the Floor Residence bears to the total RERA Carpet Area of all the floor residences in the Real Estate Project / Residential Colony, as the case may be.

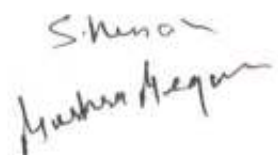
27. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

27.1 It is agreed that no transfer/ assignment of allotment shall be permitted by the Promoter until the expiry of 15 months from the date of execution of the Agreement and payment of 10% of the Total Consideration by the Allottee(s) to the Promoter, whatever is later. Thereafter, the Allottee(s) shall be permitted to transfer/ assign the allotment of the Floor Residence and his/ their rights and obligations under this Agreement to any third party, subject to a prior approval / NOC from the Promoter. All such transfers / assignment shall be subject to the applicable laws and payment of the transfer / administrative charges @ Rs. 800/- (Rupees Eight Hundred only) (subject to applicable taxes at prevailing rate) per square meter of the Total Area of the Floor Residence by the Allottee(s) to the Promoter and execution of requisite undertakings and indemnities by the Allottee(s) and the transferee(s) as may be required by the Promoter. The Allottee (s) shall be under an obligation to deposit with the Promoter all documents executed between the Allottee(s) and the transferee. It is also agreed that the Promoter may at its discretion not permit transfer / assignment in the event a material breach of the Agreement has been committed by the Allottee(s) and / or the payment of dues by the Allottee(s) is not up to date. However, no administrative charges are payable for the first transfer or any transfer/ name addition/ name deletion/ substitution to be made in the name of blood relatives of Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Promoter. The Allottee(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment and shall bear all the cost relating to such transfer/assignment.

27.2 In the event the Allottee(s) has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoter, permitting the said assignment / transfer by the Allottee(s). For avoidance of any doubt, any proposal for addition / deletion of names as a Allottee(s) shall be deemed to be a transfer/ assignment of allotment and Allottee(s) will be liable to pay transfer / administrative charges @ Rs. 800/- (Rupees Eight Hundred only) (subject to applicable taxes at prevailing rate) per square meter of the Total Area of the Floor Residence. However, in case of deletion of the name of one of the Allottee(s) and addition of name of Allottee's spouse, children, and parents shall not attract any transfer charges and the Allottee(s) shall submit documentary evidence to prove that such persons are related to him/her in the said manner. For executing such request Allottee(s) must provide the relevant documents as demanded/required by the company

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Shikha Hegde

- 273 All taxes including GST and cess on the transfer / administrative charges shall be borne and paid by the Allottee(s)
- 274 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(s) furnish relevant documents to the Promoter setting out their rights and entitlements in this regard.
- 275 The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 276 All the provisions contained herein and the obligations arising hereunder in respect of the Floor Residence shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee(s), as all obligations mentioned herein shall go along with the Floor Residence for all intents and purposes.

28. 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.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

To the Allottee(s)

Name of Allottee: Shadab Hussain

S/o. W/o, D/o Mr Akhter Hussain

Address: D-1403, Lake Pleasant, Lake Homes Phase-2, Hiranandani Powai

Mumbai-400076 ,

Maharashtra.

For AVARNA PROJECTS LLP

Authorized Signatory

S. Kumar
Mukesh Hegde

To the Promoter

Level 6, Wing B, Two Horizon Center,
Golf Course Road, Sector 43, Gurugram,
Haryana – 122002.

With a copy to:

Level 8, Birla Aurora, Opp. Century Bhavan,
Dr. Annie Besant Road, Worli,
Mumbai - 400030.

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

In all communications to the Promoter, the reference to the Floor Residence identification number/ address must be mentioned clearly.

31. JOINT ALLOTTEES:

That in case there are joint Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the joint Allottee(s). No separate notice/communication will be sent to any of other joint Allottee.

The Allottee(s) confirms and agrees that any communication to the email address provided in the application for the Floor Residence shall be considered a valid communication to the Allottee(s).

32. DUE DILIGENCE:

It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Floor Residence and the Allottee(s) confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Floor Residence. The Allottee(s) has, prior to the date hereof, examined the copy of the RERA registration in respect of the project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Floor Residence prior to the execution and registration

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Authorized Signatory

S. Kumar
Mushen Hegam

of this Agreement for such Floor Residence shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement or under the Act or the Rules or the regulations made thereunder.

34. GOVERNING LAW:

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

35. DISPUTE RESOLUTION:

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

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For AVARNA PROJECTS LLP
Mahesh
Authorized Signatory

S. Kumar
Shubhash Kumar

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s):(including joint allottees)

(1) Signature :

S. Hussain

Name : Shadab Hussain

S/o, W/o, D/o:
Mr Akhter Hussain

Address : D-1403, Lake
Pleasant, Lake
Homes Phase-2,
Hiranandani Powai

Mumbai-400076,
Maharashtra.



(2) Signature

Bushra Begum

Name : Ms. Bushra Begum

S/o, W/o, D/o: Mr Turab Ali

Address : D-1403, Lake Pleasant,
Lake Homes Phase-2,
Hiranandani Powai

Mumbai-400076,
Maharashtra.



(3) Signature :

Name: NA

S/o, W/o, D/o: _____

Address :

Affix Photograph here

For AVARNA PROJECTS LLP

Mahesh

Authorized Signatory

For Avarna Projects LLP

S. Hussain
Bushra Begum

Allottee(s)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter/s:

For AVARNA PROJECTS LLP

Signature (Authorised Signatory):

Mohit Yadav

Authorized Signatory

Name: MOHIT YADAV

Address: 234, Bagdola, Sector 8, Dwarka, New Delhi 110072

SIGNED AND DELIVERED BY THE WITHIN NAMED:

At: _____

On: _____

In the presence of:

WITNESSES:

1. Signature: *Deepak Sethi*

Name: Deepak Sethi

Address: Churigaon

2. Signature: *Soumen Das*

Name: Soumen Das H.O. Tarapur Das

Address: Digambarpur West Bengal

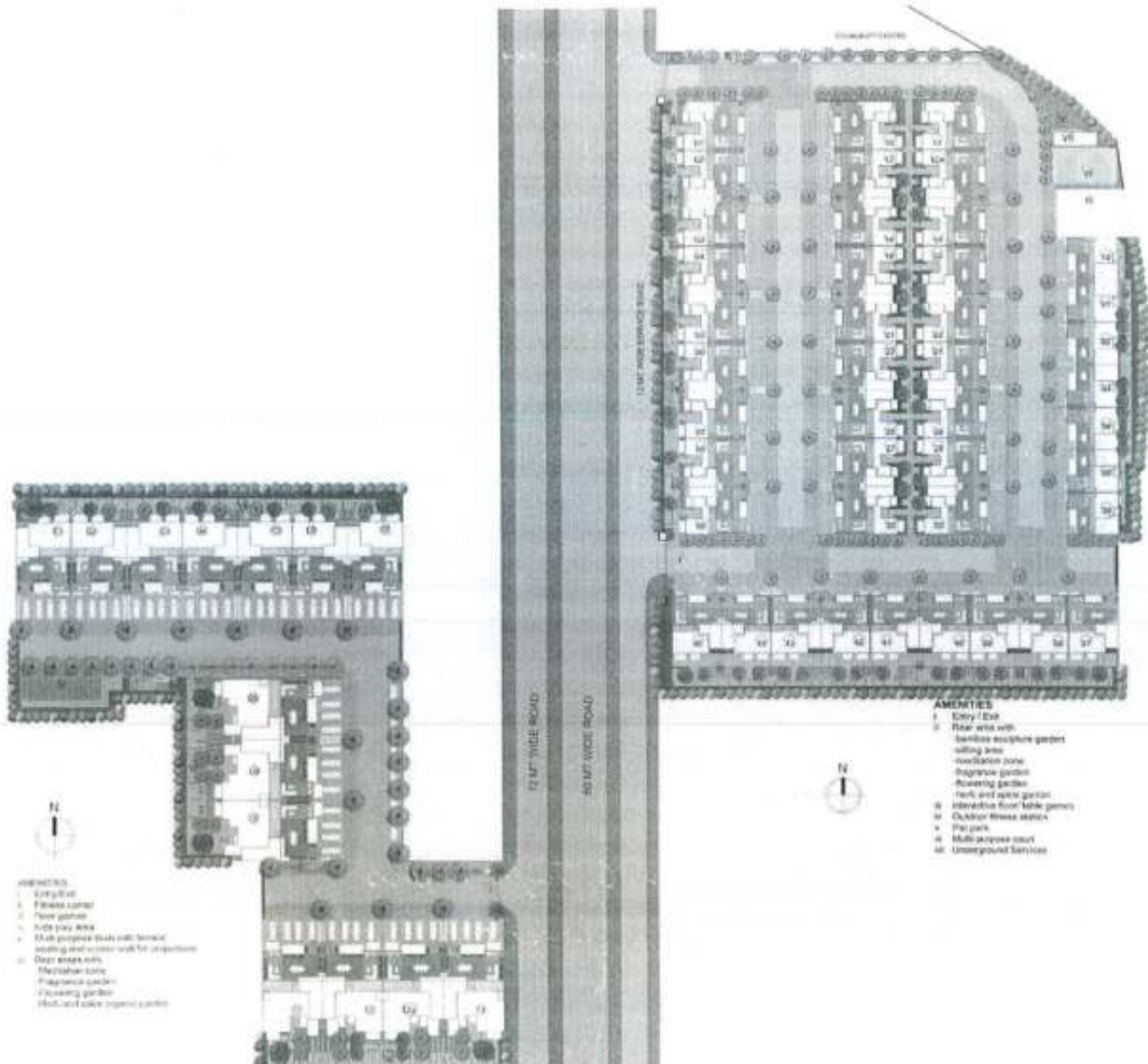
For AVARNA PROJECTS LLP

Mohit Yadav

Authorized Signatory

S. Soumen Das
Mohit Yadav

Schedule - 1
Project Layout




For AVARNA PROJECTS LLP
Mahyok
Authorized Signatory

S. Kumar
Mukherjee

SCHEDULE-II
OTHER DEFINITIONS

- (a) **"Adjudicating Officer"** shall have the same meaning ascribed to it under the Act;
- (b) **"Applicable Taxes"** shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoter;
- (c) **"Association of Allottees"** shall mean the association of the allottees in the Real Estate Project, which shall be formed by the Promoter under the applicable laws;
- (d) **"Authority"** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (e) **"Booking Amount"** shall mean 10% (Ten Percent) of the Total Consideration;
- (f) **"Building"** shall mean the building to be constructed on the Subject Plot which shall include the Floor Residence;
- (g) **"Cancellation Notice"** shall mean the written notice/ communication issued by the Promoter whereby the Allottee's intention to cancel/ withdraw from the project is accepted and confirmed by the Promoter;
- (h) **"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 Real Estate Project / Residential Colony;
- (i) **"DTCP"** shall mean Directorate, Town and Country Planning, Haryana;
- (j) **"Force Majeure Event"** shall have the same meaning as ascribed to the term "*force majeure event*" under the Act;
- (k) **"Maintenance Agency"** shall mean ;
- (l) **"RERA Carpet Area"** shall have the same meaning as ascribed to it under the Act;
- (m) **"Residential Colony-Association"** shall mean the association of the allottees in the Residential Colony including the Real Estate Project, which shall be formed by Anant Raj Limited under applicable laws for maintenance of common areas and facilities in the Residential Colony;
- (n) **"Subject Plot"** shall mean the Plot Plot No.39 in Block/ Pocket Amoda II in the Real Estate Project;
- (o) **"Total Consideration"** shall have the meaning ascribed to it in Clause 1.2 herein and as quantified in **Schedule-IV** of this Agreement;
- (p) **"Total Price"** shall have the same meaning ascribed to it under Clause 1.2 herein and as quantified in **Schedule-IV** of this Agreement.

For AVARNA PROJECTS LLP

Authorized Signatory

S. Munish
Ashish Hegde

SCHEDULE-III
DESCRIPTION OF FLOOR RESIDENCE

A. DESCRIPTION OF THE FLOOR RESIDENCE APPLIED FOR:

- (i) Floor Residence No. – H-P39-02
- (ii) Basement – Yes / No
- (iii) Part Terrace - Yes / No
- (iv) Block No.: Amoda II
- (v) Plot No: Plot No.39
- (vi) Floor No.: 2nd Floor
- (vii) ****Carpet area of Floor Residence: 111.48 sq mts.**
- (viii) Exclusive Balcony area of 17.46 sq. mts
- (ix) Terrace Area of 0.00 sq mts.
- (x) Basement Area of 0.00 sq mts.
- (xi) **#Total Area of the Floor Residence (Carpet Area + Exclusive Area) – 128.94**
- (xii) Number of car parking(s) in stilt area 02

*****"Carpet Area," shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.**

"Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah (as may be applicable) and/or exclusive basement area appurtenant to the net usable floor area of the Unit and meant for exclusive use of the Applicant(s) and other areas appurtenant to the Unit for exclusive use of the Applicant.

"Total Area" shall mean the Carpet Area and Exclusive Areas collectively

For AVARNA PROJECTS LLP
Mahesh
Authorized Signatory

S. Manohar
Musheer Meqan

SCHEDULE-IV

COST SHEET AND PAYMENT PLAN

Floor Residence No.		H-234-02							
Block No.		11							
Plot No.		199							
Floor No.		02							
Configuration		3BHDK+3T+1TILTY							
	Square Feet	Square Meter							
Carpet Area	1700	111.48							
Balcony Area	108	12.46							
Exclusive Basement Area	-	-							
Exclusive Terrace Area	-	-							
No. of Car Park	2								
Amount									
Floor Consideration	₹ 1,90,00,490								
Pre-Launch Benefit	-₹ 2,00,000								
Total Consideration (A)	₹ 1,88,00,490								
Other Charges to be paid on Offer of Possession									
Advance Maintenance Charges of 12 Months	As applicable								
Interest Free Maintenance Deposit	₹ 1,00,000								
External Electrification, Water Connection and Meter Charges	On Actuals								
Other Charges (B)									
Taxes & Govt. Levies									
GST Charges on Total Consideration	₹ 9,40,024.50								
GST on Other Charges, Govt Levies, Cess if any	As applicable								
Total Taxes & Govt Levies (C)									
Total Price	(A+B+C)								
<u>Total Price excludes registration, stamp duty and other ancillary charges</u>									
Application Money	Base Application Money	Bill Amount	GST						
Application Money (Including EOI Amount)	₹ 2,00,000	₹ 1,90,476	₹ 9,524						
Payment Plan									
Event	Total Consideration Installments (a)	GST (b)	Total (c=a+b)	TDS to be paid directly to Govt.	Total Installment Amount (c-TDS)				
Application Money (Form part of Booking Amount)	₹ 1,90,476	₹ 9,524	₹ 2,00,000		₹ 2,00,000				
Balance 10% of Total Consideration (Form part of Booking Amount)	₹ 16,89,572.82	₹ 84,479	₹ 17,74,051	₹ 14,100	₹ 17,59,951				
10% of Total Consideration on 01-March-2021	₹ 18,80,049.01	₹ 94,002	₹ 19,74,051	₹ 14,100	₹ 19,59,951				
20% of Total Consideration on Completion of Super Structure or 01-Jan-2022 (whichever is later)	₹ 37,60,098.02	₹ 1,88,005	₹ 39,48,103	₹ 37,601	₹ 39,10,502				
20% of Total Consideration on Completion of Finishing (except Laminated Wooden Flooring)	₹ 37,60,098.02	₹ 1,88,005	₹ 39,48,103	₹ 37,601	₹ 39,10,502				
40% of Total Consideration On Offer of Possession	₹ 75,20,196.04	₹ 3,76,010	₹ 78,96,206	₹ 75,202	₹ 78,21,004				
Other Charges as applicable									
	₹ 1,88,00,490	₹ 9,40,025	₹ 1,97,40,515	₹ 1,78,605	₹ 1,95,61,910				
<p>1) Cheque in favour of "Birla Navya Amoda - Collection A/C"</p> <p>2) NRE/RTGS/IMPS Details : Bank Name : Kotak Mahindra Bank Ltd. Account No. : 5213686896 IFSC Code : KKRK0000614</p> <p>3) Price sheet is inclusive of GST rates on Total Consideration. It does not include GST on other charges, the same has to be paid at the time of possession as applicable.</p> <p>4) Stamp duty, Registration charges including consultation charges and Other Government taxes, duties, levies are to be borne by Allottees(s) on actual basis. In case of levy of any development charges, all government taxes and charges, Goods and Services Tax and / or any other levies / taxes / duties / cesses levied currently and / or in future by the Competent Authorities, then the same shall be borne by the Allottee(s).</p> <p>5) "Other Charges" as mentioned above are tentative and subject to change, and are to be borne by the Allottees(s) upon demand from the Promoter and GST as applicable shall be levied on the same on the prevalent rate.</p> <p>6) As per the extant regulations (which may change as per the govt. regulation), the GST (goods and service tax) payable on the following components are as under:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Particulars of the Components</th> <th>Rate of GST</th> </tr> <tr> <td>Total Consideration</td> <td>5%</td> </tr> </table> <p>7) Payment of each installment, estimated other charges, government charges and / or such other charges is of the essence of Agreement/ Application, upon its default shall attract interest to the Allottees(s) and the default provisions as per the terms and conditions of the Agreement. Interest charged to the Allottees(s) shall be as prescribed under Act and Rules.</p> <p>8) Payment of Taxes and Govt. duties / levies / cesses are non-refundable.</p> <p>9) The Allottees(s) has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making actual payment or credit of such sum to the account of the Promoter, as per Section 194A of the Income Tax Act, 1961. Allottees(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961 (Applicable if Total Consideration is more than Rs 50 lakh)</p> <p>10) This Price Sheet forms a part of the Application/Allottees(s) should comply with all terms & conditions including payment of Total Consideration & other amounts/charges as mentioned in the Application i.e. Total Price.</p> <p>11) The Carpet Area of the Floor Residence represented above is as per Real Estate (Regulation and Development) Act, 2016 and rules thereunder.</p> <p>12) The aforementioned payment installments and events are in reference to the respective tower/building/wing.</p> <p>13) Total Area of Floor Residence includes Carpet Area, Balcony Area, Exclusive Terrace/Basement Area (if any)</p> <p>14) 1 square meter = 10.764 sq. ft.</p> <p>15) All figures are rounded to nearest decimal.</p> <p>16) For additional BIDD/BID will be shared separately</p>						Particulars of the Components	Rate of GST	Total Consideration	5%
Particulars of the Components	Rate of GST								
Total Consideration	5%								

For AVARNA PROJECTS LLP

Authorized Signatory

S. Kumar
Ashish Mehta

SCHEDULE-V
SPECIFICATIONS&AMENITIES
WHICH ARE PART OF THE FLOOR RESIDENCE

SPECIFICATIONS & AMENITIES		
WHICH ARE PART OF THE FLOOR RESIDENCE		
S.No.	CATEGORY	SPECIFICATIONS
1	LIVING/DINING/FOYER	
	Floor	Marble/Stone
	Walls	Finished In Acrylic Emulsion Paint
	Ceiling	Finished In Acrylic Emulsion Paint
	Doors	Main Entrance Door: Flush Door With Laminate/Veneer Clad On Both Sides
	Windows/Glazing	Energy Efficient Glass With Aluminium Frame For Doors And Windows
	Railing in balcony	SS / AL Railing With Glass
2	MASTER BEDROOM DRESSING ROOM	
	Floor	Laminated Wooden Floor/Equivalent
	Walls	Finished In Acrylic Emulsion Paint
	Ceiling	Finished In Acrylic Emulsion Paint
	Doors	Flush Door With Paint Finish On Both Sides
	Windows/Glazing	Energy Efficient Glass With Aluminium Frame For Doors And Windows
	Railing in balcony	SS / AL Railing With Glass
3	OTHER BED ROOMS	
	Floor	Laminated Wooden Floor/Equivalent
	Walls	Finished In Acrylic Emulsion Paint
	Ceiling	Finished In Acrylic Emulsion Paint
	Doors	Flush Door With Paint Finish On Both Sides
	Windows/Glazing	Energy Efficient Glass With Aluminium Frame For Doors And Windows
	Railing in balcony	SS /AL Railing With Glass/ Ms Railing With Paint Finish
4	TOILETS-MASTER BED ROOM	
	Floor	Anti-Skid Tiles (Ceramic/Vitrified)
	Walls	Tiles Up to False Ceiling. One Wall As Accent Wall
	Ceiling	Grid Ceiling
	Counters	Granite Counter Top, Mirror Above Counter
	Sanitary Ware/ CP Fittings	CP Fittings And Sanitary wares Of Standard Make
	Others	Exhaust Fan, Provision for Geyser.
	Doors	Flush Door With Paint Finish On Both Sides
	Windows/Glazing	Aluminium Frame For Windows

For AVARNA PROJECTS LLP
Mohyeh
Authorized Signatory

S. Kumar
Mushar Mequm

5	TOILETS-OTHER BED ROOM	
	Floor	Anti-Skid Tiles (Ceramic/Vitrified)
	Walls	Tiles Up to False Ceiling
	Counters	Granite Counter Top, Mirror Above Counter
	Sanitary Ware/ CP Fittings	CP Fittings And Sanitary wares Of Standard Make
	Others	Exhaust Fan, Provision for Geyser.
	Doors	Flush Door With Paint Finish On Both Sides
	Windows/Glazing	Aluminium Frame For Windows
6	KITCHEN	
	Floor	Vitrified Tiles/Equivalent
	Walls	Tiles Up to 2Ft Above Counter
	Ceiling	Acrylic Emulsion Paint
	Counters	Granite Counter Top With SS Sink
	Kitchen cabinetry	Modular Kitchen With Storage On Top & Bottom With Hob And Chimney
	Hot water Supply	Hot Water Supply In Kitchen Through Solar Heater
7	UTILITY ROOM	
	Floor	Ceramic Tiles/Equivalent
	Walls & ceiling	Finished With Oil Bound Distemper
	Toilet	Ceramic Tiles On Floors And Walls
	Railing	Ms Railing With Paint Finish
8	BALCONIES	
	Floor	Anti-Skid Tiles
	Walls & ceiling	Finished In Weather Proof Paint
9	BASEMENT	
	Floor	Tiles/Equivalent
	Walls and Ceiling	Acrylic Emulsion Paint/Obd
	SUNKEN COURT	Tile Flooring with Paint Finish On Walls. Glass Door At Entrance
10	PRIVATE TERRACE	
	Private Terrace	Floor Finished With Tiles And Synthetic Turf
11	STAIRCASE	
	Floor	Stone/Equivalent On Treads & Risers
	Wall	Finished in Acrylic Emulsion Paint. Stone Jambs Around Lift.
	Ceiling	Finished In Acrylic Emulsion Paint
	Railing	Ms Railing With Paint
12	AIR CONDITIONING	VRV/VRF AC in Living/Dining and All Bedrooms (Outdoor Units at Terrace).
		Provision For Split Ac In Kitchen
		Modular Switches, Sockets And FRLS Wires

For AVARNA PROJECTS LLP
ELECTRICALS

Mohd. Farhan
Authorized Signatory

S. Kumar
Authorized Signatory

BUILDING AMENITIES		
1	Elevators	Passenger Elevator Per Plot
2	Power Backup	Full Power Backup.
3	Security	Intercom & Boom Barriers at Main Gate.
		CCTV Surveillance at Roads, Parking at Stilt, Lobby and Rear Garden.
		Access Controlled Door at Lift Lobby.
		Video Door Phone Inside The Flat, Digital Lock At Main Door

COMMON AREAS IN THE SUBJECT PLOT		
1	ENTRANCE LOBBY	
	Floor (Walkway & Lobby)	Marble/Granite
	Wall	Finished in Acrylic Emulsion Paint. Stone Jambs Around Lift.
	Doors	Powder Coated Aluminium Door
	Windows	Aluminium Window With Glass
2	LIFT LOBBY AT EACH FLOOR	
	Floor	Stone/Tile
	Walls	Finished in Acrylic Emulsion Paint. Stone Jambs Around Lift.
3	STILT LEVEL	
	Floor	Pavers/ Equivalent for Car Parks.
	Wall	Paint Finish
	Ceiling	Finished In Oil Distemper
	Electrical	Led Fixtures In Common Areas
4	REAR GARDENS	Hardscape and Soft cape As Per Design.

SPECIFICATIONS WHICH ARE PART OF THE PROJECT		
1	External Lobbies and Staircase	
	Floor	Stone/ Marble/ Granite Or Equivalent
	Wall	Stone Trips Around Lift Opening And Paint On Wall
2	Stilt Parking	
	Floor	Pavers/ Parking Tiles/ Stone
	Wall	Paint
	Lift	1 Passenger Lift/ Plot
	Electrical	Led Fixtures In Common Areas In Plot

For AVARNA PROJECTS LLP

 Authorized Signatory

S. Kumar
 Anusha/Anagun

SPECIFICATIONS WHICH ARE PART OF THE PROJECT:

1	External Lobbies and Staircase		
	1.1	Floor	Stone/ Marble/ Granite or Equivalent
	1.2	Wall	Stone trips around Lift opening and paint on wall
2	Stilt Parking		
	2.1	Floor	Pavers/ Parking Tiles/ Stone
	2.2	Wall	Paint
	2.3	Lift	1 Passenger Lift/ Plot
	2.4	Electrical	LED Fixtures in Common Areas in Plot

For AVARNA PROJECTS LLP
Mahyash
Authorized Signatory

S. Kumar
Mahesh Hegde

SCHEDULE-VI FLOOR PLAN



11.51M X 25.31M =291.32SQ.M
348.42 SQ.YD

POCKET-H
(INDOLE TYPHOOD UNIT)

UNIT TYPE	PLOT NO.	RERA CARPET AREA (TYPICAL UNIT)	BALCONY AREA (TYPICAL UNIT)	TOTAL AREA (TYPICAL UNIT)	BASEMENT CARPET AREA (WITH 1ST FLOOR UNIT)	OUTDOOR EXCLUSIVE AREA (BASEMENT LEVEL WITH 1ST FLOOR UNIT)	TERRACE AREA NORTH (WITH 6TH FLOOR UNIT)
3BHK+3T+ UTILITY	30 AT 42	121.45	17.48	138.94	95.78	17.42	70.51
		121.45	17.48	138.94	95.78	17.42	70.51

Disclaimer: Dimensions in layout are to MM & Feet (approx)

(1:1000 & 1:10000)



For AVARMA PROJECTS LLP
Authorized Signatory

S. Kumar
Authorized Signatory

SCHEDULE-VII


COMMON AREAS / SERVICES / FACILITIES WHICH ARE PART OF THE SUBJECT PLOT

The term "Common Areas within the Subject Plot" shall mean and include the areas described below:

- Stilt Area, its entry and ramp and services allocated at stilt level;
- The lifts, lift lobbies, Lift shaft, (both ground and individual floor lobbies), staircases, common entrances;
- The lift machine room, mumty and service areas of the terraces. This includes areas where services are installed including Overhead tanks, Booster pumps, solar panel, water meters and air conditioning outdoor units;
- Rear open spaces and Front set back;
- Floors exteriors (All sides including front, rear and side);
- Electricity panel / board/ stilt electricity meter;
- Electrical & plumbing shafts;
- Sewer pit;
- Rainwater harvesting pit;

For AVARNA PROJECTS LLP
Mahyash
Authorized Signatory

S. Kumar
Mushka Meghna

DDO Code: 0368		E - CHALLAN Government of Haryana		Candidate Copy	
Valid Upto: 03-12-2020 (Cash) 27-11-2020 (Chq./DD)					
GRN No.: 0069753852		Date: 26 Nov 2020 17:03:17			
Office Name: 0368-NAIB TEHSILDAR BADSHAHPUR					
Treasury: Gurgaon					
Period: (2020-21) One Time					
Head of Account		Amount		₹	
0030-03-104-99-51 Fees for Registration		10000			
0030-03-104-97-51 Pasting Fees		5			
PD AcNo 0					
Deduction Amount: ₹		0			
Total/Net Amount: ₹		10005			
₹ Ten Thousands Five Rupees					
Tenderer's Detail					
GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: Shadab Hussain					
Address: S 131 1st Floor S Block GK 1 Delhi 110048 -					
Particulars: Regn Fee and Pasting Fee					
Cheque-DD- Detail:					
Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		000150958290926112020			
Payment Date:		26/11/2020			
Bank:		SBI Aggregator			
Status:		Success			

DDO Code: 0368		E - CHALLAN Government of Haryana		AG/ Dept Copy	
Valid Upto: 03-12-2020 (Cash) 27-11-2020 (Chq./DD)					
GRN No.: 0069753852		Date: 26 Nov 2020 17:03:17			
Office Name: 0368-NAIB TEHSILDAR BADSHAHPUR					
Treasury: Gurgaon					
Period: (2020-21) One Time					
Head of Account		Amount		₹	
0030-03-104-99-51 Fees for Registration		10000			
0030-03-104-97-51 Pasting Fees		5			
PD AcNo 0					
Deduction Amount: ₹		0			
Total/Net Amount: ₹		10005			
₹ Ten Thousands Five only					
Tenderer's Detail					
GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: Shadab Hussain					
Address: S 131 1st Floor S Block GK 1 Delhi 110048 -					
Particulars: Regn Fee and Pasting Fee					
Cheque-DD- Detail:					
Depositor's Signature					
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		000150958290926112020			
Payment Date:		26/11/2020			
Bank:		SBI Aggregator			
Status:		Success			

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

