

**ANNEXURE “A”**  
**{See rule 8}**

**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) is executed at Gurugram on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_;

**BETWEEN**

**Adhikaansh Realtors Private Limited** (CIN: U70109HR2020PTC090928, PAN: AAUCA3820H), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at Unit No. SB/C/2L/Office/017A, M3M Urbana, Sector-67, Gurugram Manesar Urban Complex, Gurugram-122102 (Gurgaon), Haryana, India represented by its authorized signatory Mr. / Ms. / Mrs. \_\_\_\_\_ son/daughter/wife of Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_, (hereinafter referred to as “**Owner-1**”/ the “**Promoter**”, which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

**AND**

**Aawam Residency Private Limited** (CIN: U70109HR2020PTC091883, PAN: AAUCA5905H), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at Unit No. SB/C/2L/Office/017A, M3M Urbana, Sector-67, Gurugram Manesar Urban Complex, Gurugram-122102 (Gurgaon), Haryana, India represented by its authorized signatory Mr. / Ms. / Mrs. \_\_\_\_\_ son/daughter/wife of Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_, (hereinafter referred to as “**Owner-2**”, which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

**AND**

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

**[If the Allottee(s) is a company]**

\_\_\_\_\_, (CIN: \_\_\_\_\_ PAN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the “**Allottee(s)**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Allottee(s) is a Partnership]**

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

[OR]

**[If the Allottee(s) is an Individual]**

Mr./ Mrs./ Ms. \_\_\_\_\_, (Aadhaar No: \_\_\_\_\_), son /daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_) (hereinafter referred to as the “**Allottee(s)**”, 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)

[OR]

**[If the Allottee(s) is a HUF]**

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

[OR]

**[If the Allottee(s) is a LLP]**

\_\_\_\_\_ LLP, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Allottee(s)**”, 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 and permitted assigns)

All parties to this Agreement i.e. the ‘**Promoter/ Owner-1**’, ‘**Owner-2**’ and the ‘**Allottee(s)**’ are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

**DEFINITIONS:**

1. For the purpose of this Agreement, unless the context otherwise requires, —
  - 1.1 “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and rules 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 (i) 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-I** herein.

3. **INTERPRETATION**

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

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses, Schedules or Annexures are, unless the context otherwise requires, references to recitals, clauses, schedules or annexures of this Agreement;
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (f) Reference to the term “herein”, “hereto”, “hereunder”, “hereof”, “hereinafter” etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (g) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- (h) The words ‘in writing’ or ‘written’ include any communication sent by registered letter and/or, facsimile transmission.

**WHEREAS:**

- A. Owner-1 / Adhikaansh Realtors Private Limited (**“Promoter”**) is the owner of lands ad-measuring 37.181 Acres (259 Kanal 9 Marla) situated at Village: Hayatpur, Tehsil Harsaru, in Sector 89, District Gurugram, Haryana.
- B. Owner-2/ Aawam Residency Private Limited is the owner of lands ad-measuring 19.84375 acres (158 Kanal 15 Marla), situated at Village: Hayatpur, Tehsil Harsaru, in Sector 89, District Gurugram, Haryana.

(Lands stated in Recital A and Recital B above totaling to 57.0247 Acres are hereinafter collectively referred to as the **“Said Lands”**)

- C. Owner-1/ Promoter and Owner-2 have entered into a Development Rights Agreement dated 10/02/2021 registered as document no. 3871 dated 11/02/2021 and an Addendum to Collaboration Agreement dated 12/07/2021 registered as document no. 1870 dated 12/07/2021 before The Sub-Registrar Harsaru, Gurugram, Haryana and further a Memorandum of

Understanding dated 28.09.2021 regarding part allocation of plots to Owner-1/Promoter in respect of the Said Lands has also been executed between the Owner-1/ Promoter and Owner-2 (hereinafter collectively referred to as “**Collaboration Agreement**”). .

- D. The Director General, Town and Country Planning, Haryana, Chandigarh ("**DGTCP**") has granted a License bearing no. 32 dated 03.07.2021 in favor of Owner-1/Promoter and Owner-2 under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976 for development of an Affordable Plotted Colony under Deen Dayal Jan Awas Yojna (“**DDJAY**”) (“**Plotted Colony**”) on the Land admeasuring 52.275 acres (“**Licenced Land**”) in revenue estate of Village Hayatpur, Sector-89, District Gurugram (hereinafter referred to as the “**License**”). The Plotted Colony is registered with Haryana Real Estate Regulatory Authority under the RERA Act vide Registration No. RC/REP/HARERA/GGM/500/232/2021/68 dated 25.10.2021.
- E. The Approvals have been obtained on the final Zoning/Demarcation/building plans (including all revisions thereof) or any other requisite approval from DGTCP and the Building plans have been sanctioned from DGTCP vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_. The Promoter has obtained and shall be further obtaining (as required at the relevant time) necessary sanctions, permissions and approvals from the concerned authorities/ Competent Authority(ies) for the Project.
- F. In accordance with the Collaboration Agreement between Owner-1/Promoter and Owner-2 as stated above, Owner-1/ Promoter is vested with 506 Number of plots (“**Said Plots**”) in the Affordable Plotted Colony under DDJAY towards its part of allocation. Owner-1/Promoter has decided to develop Independent Floor Residences on the said plots in the name and style of “Smart World Gems” (“**Project**”), which is registered vide Registration No. RC/REP/HARERA/GGM/502/234/2021/70 dated 25.10.2021 with the Haryana Real Estate Regulatory Authority under the RERA Act.
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Plots on which Project is to be constructed have been complied with.
- H. The Allottee(s) made an Application (the “**Application Form**”) as referred in schedules below to the Promoter for allotment of the Independent Floor Residence (*as defined herein*) being developed on 57508.41 sq. mtrs. of land (the “**Subject Plot**”) as part of the Project.
- I. The Application Form was accepted by the Promoter and an Allotment Letter dated ..... was issued to the Allottee(s) by the Promoter (the “**Allotment Letter**”) provisionally allotting Independent Floor Residence/ Unit No. ...., Block No. \_\_\_\_\_, Plot No. \_\_\_\_\_, Type \_\_\_\_\_, Floor/Level \_\_\_\_\_, (Corresponding to Independent Floor Residence/ Unit no. \_\_\_\_\_, Plot No. \_\_\_\_\_, Block \_\_\_\_\_, Type: \_\_\_\_\_, Floor: \_\_\_\_\_ as per the Layout/Zoning Plan), having Carpet area of approx. \_\_\_\_\_ sq. mtrs(or \_\_\_\_\_ sq.ft.) and Super Area of approx. \_\_\_\_\_ sq. mtrs. (or \_\_\_\_\_ Sq.ft.) to the Allottee, the detailed description whereof is provided in **Schedule-II hereto**. The specifications to be provided in the Independent Floor Residence are provided in **Schedule-III hereto**. The floor / demarcation plan of the Independent Floor Residence agreed to be purchased by the Allottee(s) is **Schedule-IV hereto**. The Common Areas within the Subject Plot are described in **Schedule-V** annexed hereto.
- J. The Allottee(s) understands that the Project is being developed by the Promoter on the Said Plots, which plots are the entitlement of the Promoter herein out of the Plotted Colony that is being developed under the above stated License.
- K. The Project is not being promoted, developed and/or sold by Smart World Developers Private Limited. The use of the word/ name/ mark ‘SMARTWORLD’ is under a license granted by Smart

World Developers Private Limited to the Promoter herein and use of the same is subject to the Brand Licensing Arrangement. The use of word 'SMARTWORLD' shall in no manner be construed or interpreted as Smart World Developers Private Limited being the Promoter and/or developer of the Project and/or any part thereof.

- L. The Allottee(s) understands that the Licensed Land in the Plotted Colony may be modified by way of addition/ deletion of land parcels forming part of Plotted Colony in future including addition of land parcels for granting passage/ entry/ exit in the Plotted Colony project and to the extent as may be acquired/ required/ desired pursuant or consequent to any directions/ approvals by the DGTCP (formerly known as Director, Town & Country Planning {"DTCP"}) or any other Government authority.
- M. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- N. 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;
- O. The Parties, relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- P. 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 Independent Floor Residence along with right to use the terrace, basement area and one car parking space. It is being clarified that the ownership rights of the Independent Floor Residence shall be conveyed /granted at the time of Conveyance Deed, and no other right is intended to be sold /conveyed /transferred under this Agreement.

**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 from the Promoter, an Independent Floor Residence in the Building being constructed as a part of the Project, as has been described in **Schedule-II** of this Agreement ("**Said Independent Floor Residence**" or "**Unit**"), along with right to use the terrace, basement area and one car parking space of the Said Building that have been described in **Schedule-II** of this Agreement and an undivided proportionate share / interest in the land underneath the Subject Plot and in the Common Areas of the Building wherein the Said Independent Floor Residence is situated.
- 1.2 The Total Consideration Value for the Said Independent Floor Residence along with right to use the terrace, basement area and one car parking space, is based on Carpet Area of the Independent Floor Residence and is provided in **Schedule-VI** herein. The break up and description of the Total Consideration Value, which also includes the Basic Price of the Independent Floor Residence, computed on per sq. ft. basis ("**Basic Price**"), is described in **Schedule-VI** herein.

**Explanation:**

- (i) The Total Consideration Value as mentioned above includes the Earnest Money paid by the

Allottee(s) to the Promoter towards the Independent Floor Residence along with right to use the terrace, basement area and one car parking space.

- (ii) The Total Consideration Value as mentioned above includes Applicable Taxes (i.e. 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 Said Independent Floor Residence along-with exclusive rights to use the terrace, basement area and one car parking space to the Allottee(s).

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 as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.

Provided further, if there is any increase in the Applicable Taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the HRERA which shall include the extension of registration, if any, granted to the said Project by the HRERA, as per the Act, then the same shall not be charged from the Allottee(s). Provided further that, 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 retrospectively, then, the same shall be charged from the Allottee(s).

- (iii) The Promoter may 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 may provide to the Allottee(s) the details of the applicable taxes/ fees/ charges/ levies, etc. paid or demanded along with the Acts/ Rules/ Notifications/ Circulars 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 if there is any revision in rates by the 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. It's the sole duty of the Allottee(s) to make the payments in time failing which the Allottee(s) is/are liable for payment of Interest.
- (iv) The Total Consideration Value includes Basic Price, recovery of price of land, development/ construction of the Common Areas within the Subject Plot, Said Independent Floor Residence and the right to use terrace, basement area and one car parking space within the building developed on the Subject Plot, internal development charges, external development charges, applicable taxes, fee, levies, etc., cost of providing agreed specifications, which are provided in **Schedule-VI** herein. However, the Total Consideration Value shall be exclusive of recovery or payments towards maintenance and operation of Common Areas and facilities or any advances in respect of the same (which shall be notified & become payable post offer of possession and are not mentioned specifically in **Schedule VI**), 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 Said Independent 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 any of the documents to be executed for the sale of the Independent 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 Allottee(s) as and when demanded by the Promoter.
- (v) The Allottee(s) is/are 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 Consideration Value (excluding GST) and as would be informed by the Promoter at the time of actual payment 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/or the rules thereunder, 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 pending / unpaid receivable from the Allottee(s) and handover of the possession of the Floor Residence shall be subject to adjustment/recovery of such amount.

- 1.3 The Total Consideration Value 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 Authority/ies, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s). Provided that if at any time in the future there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Independent Floor Residence or the Project as per registration with the HRERA, which shall include the extension of registration, if any, granted to the said Project by HRERA, as per the Act, the same shall not be charged from the Allottee(s), unless it is done on retrospective basis by the Government as per the relevant acts, rules and regulations. Provided further that, if there is any new imposition or increase of any development charges due to change in law / rules, regulations, circulars, notifications or judicial pronouncements retrospectively, then, the same shall be charged from the Allottee(s).
- 1.4 It is agreed that at present the fire safety measures in the Common Areas within the Subject Plot have been provided wherever required as per the existing fire safety code /regulations and charges thereof are included in the Total Consideration Value of the Said Independent Floor Residence. If, however, due to any subsequent legislation(s), Government regulation, order or directive, the Promoter is required to undertake/ install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand, by the Allottee(s) to the Promoter, in proportion to the Carpet Area of the Said Independent Floor Residence. However, the Promoter shall be under no obligation to undertake the same once all units/ floor residences on the Subject Plot are sold / transferred to respective Allottee(s)/ buyers by the Promoter.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-VI (“Payment Plan”)**.
- 1.6 The Promoter may allow, in its sole discretion and not as an obligation, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments at such percent as may be mutually agreed in writing, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter unless otherwise agreed between the Allottee(s) and the Promoter.

- 1.7 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-III** hereto in respect of the Said Independent Floor Residence without following the process 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 per the provisions of the Act and Rules made there under or as per approvals / instructions / guidelines of the competent authorities.
- 1.8 The Promoter shall conform to the Carpet Area that has been allotted to the Allottee after the construction of the Building/ independent Floor Residence, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Consideration Value payable for the Carpet Area of Said Independent Floor Residence shall be recalculated and confirmed to the Allottee(s) by the Promoter prior to offer of possession. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than 5 (five) percent of the Carpet Area of the Said Independent Floor Residence stated herein, then the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule-VI**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.9 The Promoter shall send calls/ demand notices for installments at the address/e-mail of the first-named Allottee available in the records of the Promoter for amounts payable from time to time by the Allottee(s) under this Agreement, and such calls/ demand notices shall be deemed to have been received by the Allottee(s): (i) within five (5) days of dispatch by the Promoter, in case sent by speed post/ courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Allottee(s) that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.
- 1.10 The Allottee(s) has applied for the booking and allotment of the Said Independent Floor Residence being fully aware of the cost of the Independent Floor Residence, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. Therefore, the Allottee(s) has made the booking having been fully aware that all payments made will attract GST under the Central Goods and Services Tax Act, 2017 ("CGST Act, 2017") and the Allottee(s) further acknowledges that the cost of the Said Independent Floor Residence has already factored into the benefit of input tax credit as per Section 171 of the CGST Act, 2017. The Allottee(s) further confirms that he / she shall not claim any GST credit and/ or claim any reduction in price of the Independent Floor Residence due to such application of GST.
- 1.11 Subject to Clause 9.3, the Promoter agrees and acknowledges, that the Allottee(s) shall have the right to the Said Independent Floor Residence as mentioned below:
- (a) The Allottee(s) shall have exclusive ownership of the Said Independent Floor Residence and exclusive right to use the terrace, basement area and one car parking space. The Allottee(s) understand that the right to use the terrace, basement area and one car parking space shall be an indivisible part of the Said Independent Floor Residence and cannot be sold or transferred separately;
  - (b) The Allottee(s) shall also have undivided proportionate share/ interest in the land underneath the Subject Plot and in the Common Areas in the Building constructed on

the Subject Plot, subject to non-exclusive right to use areas out of the Common Areas that have been allocated to other floor owners in the Project.

- (c) The Allottee(s) shall use the said Common Areas within the Subject Plot along with other occupants, maintenance staff, etc., without causing any inconvenience, nuisance or hindrance to them.
- (d) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and its Independent Floor Residence, as the case may be, subject to prior permission from the Promoter, which permission shall be granted by the Promoter keeping in consideration the safety norms as determined by the Promoter. It is however clarified, that the Allottee(s) shall visit the under-construction site at its own risk and peril.
- (e) The Allottee(s) agrees and understands that the car parking space in the stilt area of the Said Building (other than the allocation, if any, that has been made to the Allottee(s)), can/may be allotted by the Promoter to buyers of other floor residences in the building for their exclusive use to park cars. The Allottee(s) expressly confirms to not have any objection to the same and undertakes to not obstruct the usage of the said car parking spaces in the stilt area in any manner whatsoever.

1.12 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Independent 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 Building/Independent 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 Said Independent Floor Residence to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Said Independent Floor Residence, to pay such 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 but not limited to house tax, property tax, electricity charges and cess, maintenance charges to Promoter or Association of Allottees 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 or the Building, to the Promoter or directly to the Competent Authority as the case may be.

1.13 The Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment towards Total Consideration Value of the Said Independent Floor Residence prior to execution of this Agreement for Sale, which forms part of the Total Consideration Value, and the receipt of which the Promoter hereby acknowledges. The Allottee(s) hereby agrees to pay the remaining Total Consideration Value of the Said Independent Floor Residence, as prescribed in the Payment Plan (**Schedule-VI**) 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. Further, the Promoter shall have a right to terminate this Agreement if the Allottee(s) delays in payment towards any amount, which is payable and/or the interest thereon.

- 1.14 It is understood by the Allottee(s) that 10% of the Basic Price, shall be construed, considered and treated as "**Earnest Money**", to ensure the performance, compliance and fulfilment of the Allottee(s)' obligations under this Agreement.
- 1.15 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 Independent Floor Residence and to make timely payments 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 Independent 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.
- 1.16 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 in accordance with the provisions of this Agreement considering the same to be Allottee(s)' event of default .

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

- 2.1 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 ARPL SMARTWORLD GEMS MASTER ACCOUNT or an interbank electronic transfer to the account no. 777705008987 at ICICI Bank, Sector 54, Suncity Branch, Gurgaon 122002 having IFSC No. ICIC0000399, 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 or any other account as communicated by Promoter in writing. 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 Said Independent 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.

#### **5. TIME IS ESSENCE:**

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Independent Floor Residences along with right to use the terrace, basement area and one car parking space to the Allottee(s) ("**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 Allottee(s) including on account of any default on the part of the Allottee(s). In case the Promoter are 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 Allottee(s), the Promoter shall pay interest in accordance with this Agreement or refund the amounts received from the Allottee(s) along with prescribed Interest in accordance to the applicable laws or pay monthly installments in respect of the said payments. For the purpose of this Agreement, "Force Majeure" event shall mean (a) war, civil commotion, pandemic or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court adversely affecting the construction works of the Project.

- 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 Consideration Value) as well as any 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 INDEPENDENT FLOOR RESIDENCE:**

- 6.1 The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plan, floor plan, Common Areas within the Subject Plot description, specifications, amenities facilities etc. including specifications in **Schedule-III** herein regarding the Said Independent Floor Residence along with right to use the terrace, basement area and one car parking space and has accepted the floor/site plan annexed along with this Agreement as **Schedule-IV**, Payment Plan annexed along with this Agreement as **Schedule-VI**.

- 6.2 The Promoter shall develop the Project in accordance with the Applicable Laws including the applicable 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 or as mentioned in this Agreement, 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 Said Independent Floor Residence to the Allottee(s), and shall thus be bound by the following at all points of time;
- (i) Structure - Structure for all plots in a row may be designed as combined RCC framed structure for Basement + Stilt + 4 Floors. Foundations, retaining wall and super structure may be 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 Independent 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). 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 Independent Floor Residence in the Building, shall not and in no manner build a boundary wall on the plot.
  - (iii) Rear Open Spaces - The front and rear open spaces and stilt areas are combined and common between the plots in a row.
  - (iv) 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 within the Subject Plot to be done by Promoter or any third party agency appointed by the Promoter. It is being clarified that, the Promoter does not warrant or guarantee the use or performance of aforementioned third-party agency(ies). The Promoter is not responsible or liable in connection with any defect or performance /non-performance of the said third party agency(ies). The Allottee(s) independently or in collaboration / agreement with the owners of other Independent Floor Residences in the Building, shall not and in no manner alter the design of the said facade.
  - (v) The Allottee(s) shall always use/ cause to be used / permit to be used, the Said Independent Floor Residence for purposes which are permitted under the Applicable Laws. Furthermore, the Allottee(s) specifically undertakes not to use the Said Independent 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 Project. Furthermore, the Allottee(s) specifically agrees that in order to maintain fundamental character and harmonious use and occupation within the Project, it shall not construct and develop any further or additional FAR on the Subject Plot that may be permissible in future.
  - (vi) If any damage is caused to the Said Independent Floor Residence or Common Areas within the Subject Plot, Common Areas & Facilities of the Plotted Colony or to the Project on account of

any act, negligence or default on part of the Allottee(s) or his/ her/ their family, 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.

- (vii) The Allottee(s) is strictly prohibited from making any structural alterations or modifications in the Said Independent Floor Residence or outside the Independent Floor Residence to the structure or the services and systems laid out in the Independent Floor Residence/ Building including any changes that are either structural changes or such that would lead to disruption of the services laid out in the Building or along the Building for use by one or more of the Independent 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 Independent Floor Residence save and except with the prior permission of the Association of Allottees/ Promoter/ Maintenance Agency in writing.
- (viii) The Allottee(s) shall not cover or construct on the Exclusive Areas or on the balcony(ies) that are reserved exclusively for the dedicated use of the Said Independent Floor Residence and shall only use the same as provided by the Promoter, as the case may be, and in no other manner whatsoever. Similarly, the Allottee(s) shall not cover or obstruct the Common Areas in the Said Building and all other areas in the Project which are for the common use and occupation of the residents of the Project.
- (ix) Stilt level and common areas for two adjacent plots may be common for providing better efficiency.
- (x) The Allottee(s) undertakes not to sub-divide the Said Independent Floor Residence.

6.3.2 The Allottee(s) agrees and undertakes that the Promoter has agreed to sell the Said Independent 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 Said Independent 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 Independent Floors Residences in the Project. The said terms / conditions are for securing beneficial enjoyment of the owners of Independent Floor Residences in other and adjoining plots / row / 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 Independent Floor Residences in other and adjoining plots / row/ Project and the Promoter, which is irreparable in nature. The Promoter and / or the Association of Allottees and / or the owners of other Independent Floor Residences in the Project, shall at all times be vested with all remedies under law to restrict and injunct the Allottee(s) from any breach or deviation to the said provision in 6.3.1 and also to require the Allottee(s) to cure the same.

6.3.3 The Allottee(s) agrees and undertakes that the Project shall always be known as “Smart World Gems” 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 of Allottees in the 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, that may be prepared and provided by the Promoter from time to time. The Allottee(s) agrees and acknowledges that this is a fundamental and material understanding to this Agreement for Sale, and rights transferred herein and that shall be transferred under the

Conveyance Deed, are subject to adherence of the same at all times. The Promoter 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 Allottee(s) 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–**

- (i) The Promoter agrees and understands that timely delivery of possession of the Independent Floor Residence along with right to use the terrace, basement area and one car parking space, is the essence of the Agreement.
- (ii) The Promoter assures to offer possession of the Independent Floor Residence along with right to use the terrace, basement area and one car parking space as per agreed terms and conditions herein on or before the Completion Time Period unless there is delay due to Force Majeure Event, reasons beyond the control of the Promoter, non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s), Court orders, Government policy/guidelines, decisions affecting the regular development of the Project or due to any event or reason, which is recognized as a ground for extension by the Authority. If, the completion of the Independent Floor Residence 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 Independent Floor Residence along with right to use the terrace, basement area and one car parking space as may be approved by the competent authorities.
- (iii) 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 Value received by the Promoter from the Allottee(s) till such date without interest, within 90 days from the Promoter sending the termination letter / intimation / notice and customer complying with requirements of executing relevant termination documents and returning of necessary original documents as set forth in the said 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 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 90 days' timeline may be reasonably extended in mutual discussion with the Allottee(s), if requested by the Promoter.

### **7.2 Procedure for taking possession of Independent Floor Residence–** Upon obtaining the occupation certificate for the Project or part thereof (in which the Said Independent Floor Residence is located) and subject to the Allottee(s) having cleared all dues till such date, the Promoter shall offer in writing the possession of the Independent Floor Residence (“**Possession Notice**”), to the Allottee(s) as per terms of this Agreement. The Promoter agree 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 Independent 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 (if applicable) as determined by the Promoter /

Association of Allottee(s) / Competent Authority, as the case may be in accordance with the terms herein.

- 7.3 **Failure of Allottee(s) to take Possession of the Floor Residence**– Upon receiving a Possession Notice from the Promoter as per Clause 7.2 above, the Allottee(s) shall take possession of the Said Independent Floor Residence from the Promoter by executing necessary indemnities, undertakings and such other documentation and making all up to 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 Consideration Value that are due and payable by the Allottee, executing the 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 Independent 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 or is in breach of any of the obligations under this Agreement, such Allottee shall be liable to pay holding charges per month at the rate of Rs. 100/- per sq ft of the Carpet Area of the Independent Floor Residence (“**Holding Charges**”) as mentioned in **Schedule-VI** herein along with applicable maintenance charges towards upkeep and maintenance of the Common Areas within the Subject Plot and Common Areas & Facilities in the Project for the period of such delay, which shall be payable by the Allottee within the time period stipulated. During the period of delay, the Independent 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(s) 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.

- 7.4 **Possession by the Allottee(s)–**

After obtaining the occupation certificate and handing over physical possession of the Independent Floor Residence to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans relating to the Subject Plot to the Association of Allottees, within such time period as prescribed under the Act/ Rules.

- 7.5 **Cancellation/surrender/withdrawal by the Allottee(s)–**

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

- 7.6 Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without an event of default by the Promoter which entitled the Allottee to cancel / terminate, then the Promoter herein are entitled to forfeit (i) the Earnest Money 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, (ii) brokerage paid to the broker by the Promoter in case the booking is made by the Allottee through a broker, and (iii) amounts equivalent to the value of any other items, coupons and vouchers given to the Allottee by the Promoter, from the Total Consideration Value and refund the balance amount received from the Allottee(s), within 90 (ninety) days of issuance of acceptance of cancellation by the Promoter pursuant to the request made by 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 Earnest Money, the Promoter shall refund the same to the Allottee(s) within 90 days of receipt of the same. 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, the aforesaid amounts so finalized shall be refunded to the Allottee(s) / bank/ financial institution as may be provided in the tripartite agreement.

**7.7 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 Independent 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 Independent Floor Residence, 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 Independent 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 permanent and irrevocable suspension or revocation of the registration under the Act;

The Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the Total Consideration Value received by the Promoter in respect of the Independent Floor Residence, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

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 Independent 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, COVENANTS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE(S):**

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

- (i) Owner-1/Promoter has absolute, clear and marketable title with respect to the Subject Plot; the Promoter has the requisite rights to carry out development upon the Subject Plot and absolute, actual, physical and legal possession of the Subject Plot for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project as have been explained under this Agreement;
- (iii) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the Project and the Independent 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 Project while carrying out the activities and development in its domain including construction of the Independent Floor Residence, Common Areas within the Subject Plot.

- (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 Project and the Said Independent 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 Said Independent 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, along with right to use the terrace, basement area and one car parking space to the Allottee(s);
- (viii) The Subject Plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Subject Plot;
- (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 Project to the Competent Authorities till the offer of possession of the Said Independent Floor Residence along with right to use the terrace, basement area and one car parking space within the Subject Plot (equipped with all the specifications, amenities and facilities), Common Areas & Facilities of the Subject Plot/ Plotted Colony to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be, as provided under the Rules;
- (x) Owner 1 and/or Owner 2 have secured the Project finance by mortgaging the Subject Plot on which the said floor is being developed with Piramal Capital and Housing Finance Limited.

8.2 The Allottee(s) agrees, confirms, and warrants to the Promoter as follows:

- (i) The Allottee(s) shall from the expiry of stipulated date in Possession Notice Expiry Date be liable to bear all costs and expenses to keep the Independent Floor Residence in a good and tenable state and condition. The Allottee(s) may carry out, at his/ her/ their own cost and expenses, all internal repairs to the Said Independent Floor Residence and maintain the same and not do or suffer to be done anything in or to the Said Independent Floor Residence or in the Project which may be against the rules, regulations and by-laws of the Association of Allottees or the Competent Authority. In the event the Allottee(s) is guilty of any act or omission in contravention of this provision, the Allottee(s) shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or Association of Allottees or the Competent Authority, as the case may be.
- (ii) The Allottee undertakes not to sub-divide the Said Independent Floor Residence. The Allottee(s) shall neither cause or allow to be done any structural changes or alteration to the

superstructure, floor, ceiling, walls, beams, columns, walls etc. of the Said Independent Floor Residence nor remove any walls or change the position of the doors and windows, increase the area of the Said Independent Floor Residence by enclosing balcony or any part thereof or to the exterior of the Said Independent Floor Residence, whether temporary or of a permanent nature.

- (iii) The Allottee(s) shall not store in the Said Independent Floor Residence or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association of Allottees. If any damage is caused to the Said Independent Floor Residence, Building, Common Areas etc. or to the Project on account of any act, negligence or default on part of the Allottee(s) or his/ her/ their 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 Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee(s).
- (iv) The Maintenance Agency / Association of Allottees shall have rights of unrestricted access to all Common Areas, and Car Parking Spaces for providing necessary maintenance services. The Allottee(s) shall permit the Promoter, Association of Allottees and/ or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Said Independent Floor Residence/Other Independent Floor Residence or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Promoter, Association of Allottee(s) and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Said Independent Floor Residence at any time during day or night.
- (v) The Allottee(s) agrees and undertakes that he/ she/ they shall not, after taking over the possession of the Said Independent Floor Residence or at any time thereafter, object to the Promoter constructing and /or continuing with construction at the Project and/or of other building(s) / structure(s) inside the Project on the Licenced Land, as may be permitted under the applicable laws.
- (vi) The Allottee(s) acknowledge(s), agree(s) and undertake(s) that the Allottee(s) shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee(s) nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- (vii) The Allottee(s) hereby agrees and undertakes to be a member of the Association of Allottees and to observe and perform all the rules, regulations of the Association of Allottee(s) that may be specified in detail under the by-laws of the Association of Allottees, including but not limited to the following:
  - a. The lobbies, entrances and stairways of the buildings on the Said Plot in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Said Floor Residence/ Other Independent Floor Residence;
  - b. The Allottee(s) shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other allottees/ occupants. The Allottee(s) shall not use any loud speaker in the Said Independent Floor Residence which shall disturb or annoy other allottee / occupants in the Project;
  - c. The Allottee(s) shall keep the Said Independent Floor Residence in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances;

- d. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Building in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Association of Allottee(s);
- e. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building in the Project except such as may be approved by the Promoter / Association of Allottee(s);
- f. Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee(s) if found to be in default;
- g. No bird or animal shall be kept or harbored in the Common Areas of the Building and in the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of the Project unless they are accompanied by someone;
- h. Garbage and refuse from the Said Independent Floor Residence shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association of Allottee(s) / Maintenance Agency may direct;
- i. No vehicle belonging to a Allottee(s) or to a family member, guest, tenant, employee of the Allottee(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building/Project; and

8.3 The Allottee(s) shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Promoter/ Association of Allottees/ Maintenance Agency from time to time. The Allottee(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association of Allottee(s) or Maintenance Agency, as the case may be.

#### 8.4 **Anti-Money Laundering:**

- (i) The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Agreement towards the Said Independent Floor Residence is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).
- (ii) The Allottee(s) further declare(s) and authorize(s) the Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- (iii) The Allottee(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination, the Allottee(s) shall not have any right, title or interest in the Said Independent Floor Residence neither have any claim/demand against the Promoter, which the Allottee(s) hereby unequivocally agree(s) and confirm(s).

- (iv) In the event of such cancellation/termination, the Promoter shall refund extent of Total Consideration Value amount received from the Allottee(s) after forfeiting the Earnest Money in accordance with the terms of this Agreement, only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s). Allottee(s) shall also be liable to pay cost, charges and stamp duty towards execution and registration of Cancellation Deed. 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.

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

9.1 Subject to the Force Majeure Event, Court orders, change in policies / guidelines of Competent Authorities, decisions affecting the regular development of the 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 Said Independent Floor Residence to the Allottee(s) within the time period specified in Clause 5.1 and 7.1 or fails to complete the same within the stipulated time disclosed at the time of registration of the Project with the HRERA or within such extended time so granted by the HRERA. For the purpose of this Clause, “*ready to move in possession*” shall mean that the Said Independent 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 agreed otherwise between the Parties;
- (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
- (ii) The Allottee(s) shall have the option of terminating the Agreement, in which case the Promoter shall be liable to refund extent of entire amount received from the Allottee(s) till such date along with interest as prescribed under the Act and Rules, within 90 (ninety) days of such termination and the Allottee(s) having handed over all the original documents executed in relation to the Said Independent Floor Residence and execution of other documents in relation to the 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 Earnest Money, the Promoter shall refund the same to the Allottee(s) within 90 days of receipt of the same.

Provided that where the Allottee(s) does not intend to withdraw from the 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 Said Independent Residential Floor, which shall be paid by the Promoter to the Allottee(s) within the timelines as mentioned under the Act and Rules.

9.3 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 in Clause 9.3(i) above continues for a period beyond 90 (ninety) days after notice received from the Promoter in this regard, the Promoter may terminate the present Agreement and cancel the allotment of the Said Independent Residential Floor. In case of such cancellation, the Promoter herein is entitled to forfeit (i) the Earnest Money paid for the allotment along with Interest and penalties / damages (received or due) on any delayed payment / non- payment by the Allottee(s), (ii) brokerage paid to the broker in case the booking is made by the Allottee through a broker, and (iii) amounts equivalent to the value of any other items, coupons and vouchers given to the Allottee by the Promoter, from the amounts paid by the Allottee(s) as part of Total Consideration Value and refund the balance amounts paid by the Allottee(s) to the Promoter, within 90 (ninety) days of such cancellation and customer complying with requirements of executing relevant termination documents and returning of necessary original documents as set forth in the notice of cancellation/ termination. It is also 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 Earnest Money, the Promoter shall refund the same to the Allottee(s) 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 Promoter shall intimate the Allottee(s) about such termination of liability 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 period of 15 (fifteen) days from the date of notice of default except for Clause 9.3 (i), then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit the (i) Earnest Money along with Interest and penalties / damages (received or due) on any delayed payment / non-payment by the Allottee(s) (ii) brokerage paid to the broker in case the booking is made by the Allottee through a broker, and (iii) amounts equivalent to the value of any other items, coupons and vouchers given to the Allottee by the Promoter, from the Total Consideration Value amount and refund the balance amount of Total Consideration Value 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 Earnest Money, the Promoter shall refund the same to the Allottee(s) within 90 days of receipt of the same.

9.4 It is being clarified that, the Promoter shall refund the balance amounts after forfeiture as per Clause 9.3 above, if any, to the Allottee or to his/ her/ their banker / financial institution, as the

case may be, without any liabilities towards interest/ cost/ damages whatsoever, only upon the Allottee(s) executing and registering the deed of cancellation or such other document (“**Cancellation Deed**”) within 15 (fifteen) days of termination notice. The Allottee(s) shall also be liable to pay cost, charges and stamp duty towards execution and registration of such Cancellation Deed.

- 9.4 (a) Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Parties agree that upon receipt of Occupation Certificate and issuance of Notice for Offer of Possession by the Promoter to the Allottee(s), the Allottee(s) shall not be entitled to terminate the Agreement for Sale/Buyer’s Agreement for any reason whatsoever. The Allottee(s) agrees that in case the Allottee(s) withdraws from the project after the receipt of the Occupation Certificate and issuance of notice for offer of possession at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Allottee(s) along with Interest, if any. The Allottee(s) further agree/s and acknowledge/s that the Promoter’s obligation of constructing and handover the Unit shall come to an end on receipt of Occupation Certificate and/or issuance of the Notice for Offer of Possession 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 Unit.
- 9.5 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 Said Independent 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).

## **10. CONVEYANCE OF THE INDEPENDENT FLOOR RESIDENCE:**

The Promoter, on receipt of Total Consideration Value 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 Said Floor Residence prior to or on the day of actual possession of such Independent Floor Residence.

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/her.

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 Independent 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 / PROJECT:**
- 11.1 Owner-1/Promoter and Owner-2 or the Promoter shall as the case may be formulate an association of allottee(s) (“**Association of Allottees**”) in the Plotted Colony which is registered with Haryana Real Estate Regulatory Authority vide registration no RC/REP/HARERA/GGM/500/232/2021/68 dated 25.10.2021, in which the owners of floor residences constructed on the plots in the Plotted Colony, shall be the members. Owner-1/Promoter and Owner-2 or the Promoter as the case may be form the said Association of Allottees either for the entire Plotted Colony or in a phase wise manner, under applicable laws for maintenance of Common Areas & Facilities of the Plotted Colony/Project. Owner-1/Promoter and Owner-2, shall be responsible to maintain Common Areas & Facilities of the Plotted Colony/Project till the taking over of the maintenance of such Common Areas & Facilities of the Plotted Colony/Project by the Association of Allottees or the Competent Authority, as the case may be, either itself or through a maintenance agency (“**Maintenance Agency**”) subject to payment of the Maintenance Charges by the Allottee(s).
- 11.2 In case, the Association of Allottees or the Competent Authority fails to take handover of the Common Areas & Facilities of the Plotted Colony/project, 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 till such time the handover is taken by the Association of Allottees, which shall be recoverable from the Association of Allottees or proportionately from all Allottee(s) of Independent Floor Residences within the Plotted Colony/Project as the case may be.
- 11.3 The Allottee(s) shall pay the Maintenance Charges 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 or the Association of Allottees.
- 11.4 Simultaneously with the execution of the Conveyance Deed, the Allottee(s) shall enter into a maintenance agreement with the Promoter or Maintenance Agency with regard to the above, which shall provide detailed terms / conditions with regard to the above.
- 11.5 The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (“**Maintenance Charges**”) to the Association of Allottees or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the Promoter or Association of Allottees or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges calculated at an estimated rate.
- 11.6 The Allottee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Maintenance Agency, for the purposes of framing rules for management

of the Project and use of the Independent Floor Residence by the Allottee(s) for ensuring safety and safeguarding the interest of the Promoter/ Maintenance Agency and other allottees and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter/Maintenance Agency and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project, and/or Common Areas, amenities and facilities thereto.

**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 this Agreement or under the Applicable Law, relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of offer of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship), and 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. The Promoter shall procure fixtures, fittings, equipment, appliances, gadgets and/or services including but not limited to elevator, DG set, pumps etc. of standard makes with warranties as provided by their manufactures/installers. The said warranties of the same shall be made available to the Allottee(s)/ Association of Allotees(s) by the Promoter. The Promoter having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/installers and the Promoter shall have no liability in this regard.

**13. RIGHT TO ENTER THE INDEPENDENT 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 Independent 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: Allottee(s) shall be entitled to use the Basement and Terrace alongwith the other Allottee(s) in the Building, and the same shall be utilized by the Allottee(s) only for such purposes as is permitted under applicable law and rules, regulations or by-laws framed by the Promoter or the Association of Allotees or Maintenance Agency, as the case may be.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE INDEPENDENT FLOOR**

## **RESIDENCE:**

- 15.1 Subject to Clause 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Independent 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 Said Independent Floor Residence, or the staircases, lifts, common passages, corridors, circulation areas, or the compound or Project which may be in violation of the applicable laws or rules of any authority or change or alter or make additions to the Said Independent Floor Residence and keep the Independent 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. It is being further clarified that, in case any plant/machinery/equipment (including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc.) needs replacement /upgrade in ordinary course, then, the cost and expenses for such replacement/ upgradation/ addition, etc. shall be borne on pro-rata basis by Allottees of the said Building/Plotted Colony/Project, as the case may be.
- 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 Project, buildings or the said Independent Floor Residence or the Common Areas within the Subject Plot or Common Areas & Facilities of the Plotted Colony. 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 Independent Floor Residence. Further, the Allottee(s) / the Association of Allottees shall not store any hazardous or combustible goods in the Independent 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 & Facilities of the Plotted Colony, which otherwise are available for free access. The Allottee(s)/ Association of Allottees shall also not remove any walls, including the outer and load bearing wall of the said Independent Floor Residence and Building (including of the basement, terrace, stilts, stilt area and/ or lobbies, etc.), as the case may be.

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

- 16.1 The Parties are entering into this Agreement for the allotment of the Independent Floor Residence with the full knowledge of all laws, rules, regulations and notifications applicable in the State of Haryana and related to the Project. 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 Independent Floor Residence and /or the Project.

## **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by Competent Authority or as provided in the Act and / or applicable law. It is being clarified that, in case the Promoter obtains such permission from the Competent Authority, then, the Promoter shall be entitled to

connect the services/facilities available on the Subject Plot with such additional structure(s).

**18. PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:**

The Promoter has the right and is entitled to create mortgage and / or create a charge on the Subject Plot, Building or the Independent Floor Residence 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 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 Independent Floor Residence along with Exclusive Areas and exclusive parking, 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 Haryana Apartment Ownership Act, 1983, the Act and Rules and regulations framed thereunder, bye-laws, instructions / guidelines and decisions of the Competent Authority. .

**20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s). Secondly, the Allottee(s) and the Promoter has 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 sign 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 be entitled to serve a notice to the Allottee(s) for rectifying the default. If the same is not rectified within 60 (sixty) days from the date of such intimation, then the Promoter shall be entitled to cancel the Application Form and receive / forfeit (i) Earnest Money 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, application, Allotment Letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Independent 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 in writing and through the Parties concerned in the 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 Said Independent Floor Residence and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Said Independent Floor Residence, in case of a transfer, as the said obligations go along with the Said Independent 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 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.

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

Wherever in this Agreement, it is stipulated that as applicable at the time of execution of this Agreement the Allottee(s) has to make any payment, in common with other Allottee(s) in the Said Building, the same shall be the proportion which the Carpet Area of the Said Independent Floor Residence bears to the total Carpet Area of all the floors in the Said Building, as the case may be.

**27. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS:**

27.1 It is agreed that Allottee(s) shall not be entitled to transfer or assign the rights, entitlements and obligations under this Agreement to any third party, without the prior written consent from the Promoter, which shall be granted subject to the then existing policy of the Promoter including with regard to payment of the charges in case of such transfer / assignment.

27.2 For avoidance of any doubt, any proposal for addition / deletion of names as an Allottee(s) shall be deemed to be a transfer/ assignment of allotment and Allottee(s) will be liable to pay transfer / administrative charges set forth under Clause 27.1 above. However, a case of addition / deletion 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 Promoter. Allottee(s) shall be responsible for all legal/monetary or any other consequences that may arise from such transfer.

- 27.3 All taxes including GST and cess on the transfer / administrative charges shall be borne and paid by the Allottee(s)
- 27.4 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.
- 27.5 All the provisions contained herein and the obligations arising hereunder in respect of the Independent 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 Said Independent Floor Residence for all intents and purposes.

**28. INDEMNITY:**

The Allottee(s) undertakes to indemnify and keep the Promoter, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (“**Claims**”) which may be faced, suffered, inflicted or incurred by the Promoter as consequence of breach of any of the terms and condition of this Agreement by the Allottee(s) as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee(s) or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee(s) shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Floor Residence due to the Allottee(s) willful misconduct and/or negligence. In such an event, the Allottee(s) shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and/or negligence on the part of the Allottee(s).

**29. FURTHER ASSURANCES:**

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

**30. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by 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(s). After the Agreement is duly executed by the Allottee(s) 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.

**31. 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: [•]

S/o, W/o, D/o \_\_\_\_\_

Address: [•]

**To the Promoter**

\_\_\_\_\_

**With a copy to:**

\_\_\_\_\_.

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in communication details and/or address subsequent to the execution of this Agreement by Registered Post / Courier failing which all communications and letters posted at the above communication details and/or 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 Said Independent Floor Residence identification number/ address must be mentioned clearly.

**32. JOINT ALLOTTEES:**

That in case there are joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) 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 other joint Allottee.

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

**33. 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 Said Independent 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 Said Independent Floor Residence, and particulars of the fixtures/ material used for the Independent Floor Residences. 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/ their advocates and planning and architectural consultants. The Allottee(s) has relied on his/her/its/their own judgment and is not influenced by any architectural plan/ brochure/ advertisement/ representation/ communication by the Owner 1/Promoter and Owner 2 jointly or severally or any channel partner/ selling personnel/ broker. No such commitment is part of this Agreement.

**34. SAVINGS:**

Any Application Form, Allotment Letter, agreement, or any other document signed by the Parties, in respect of the Said Floor Residence prior to the execution and registration of this Agreement for such Floor Residence shall not be construed to limit the rights and interests of the Parties under this Agreement or under the Act or the Rules or the regulations made thereunder.

**35. GOVERNING LAW AND JURISDICTION:**

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. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect. The Courts situated in Gurugram, Haryana shall have the exclusive jurisdiction for all matters arising out of this Agreement.

**36. 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.

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**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 Allottee(s)

(1) Signature :

\_\_\_\_\_

Name :

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

\_\_\_\_\_

Address :

Affix Photograph here

Affix Photograph here

<p><b>Affix Photograph here</b></p>	
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**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter: **Adhikaansh Realtors Private Limited**

Signature (Authorised Signatory): \_\_\_\_\_

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

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

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

Owner-2: **Aawam Residency Private Limited**

Signature (Authorised Signatory): \_\_\_\_\_

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

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

**WITNESSES:**

1. Signature: \_\_\_\_\_

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

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

2. Signature: \_\_\_\_\_

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

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

## **SCHEDULE – I**

### **DEFINITIONS**

- (a) “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- (b) “**Allotment Letter**” shall mean and refer to the letter of allotment dated \_\_\_\_\_ issued to the Allottee(s) by the Promoter, in respect of the Floor Residence;
- (c) “**Applicable Laws**” means all laws, brought into force and effect by the Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to the Project and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement. The term Applicable Laws includes the Act defined hereinabove and the Haryana Apartment Ownership Act, 1983 and the Rules & regulations framed thereunder;
- (d) “**Applicable Taxes**” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoter;
- (e) “**Association of Allottees**” shall mean the association of the allottee(s) in the Plotted Colony/ Project, which may be formed by the Promoter under the applicable laws;
- (f) “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (g) “**Basic Price**” shall be part of the Total Consideration Value and is quantified and explained in **Schedule-VI** of this Agreement;
- (h) “**Building**” shall mean the building to be constructed on the Subject Plot which shall include the Floor Residence;
- (i) “**Car Parking(s)**” shall mean and refer to the car parking spaces that shall be allotted to the Allottee(s) for its exclusive use and as have been described in Schedule-II hereto
- (j) “**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;
- (k) “**Common Areas within the Subject Plot**” shall mean and refer to the common areas as set forth under Schedule V hereto;
- (l) “**Common Areas & Facilities of the Plotted Colony/Project**” means such areas and facilities in the Plotted Colony/Project which are meant for common use, enjoyment and access of the

Allottees of plots and floor residences in the Plotted Colony/Project;

- (m) “**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 Project / Plotted Colony;
- (n) “**Conveyance Deed**” shall have the meaning ascribed to it in Clause 7.3 of this Agreement;
- (o) “**DGTCP**” shall mean Director General, Town and Country Planning, Haryana at Chandigarh;
- (p) “**Force Majeure Event**” shall have the same meaning as ascribed to the term “*force majeure event*” under the Act and further elaborated in this Agreement;
- (q) “**Maintenance Agency**” shall mean an agency for maintenance of the Project or the Plotted Colony as initially appointed by the Promoter;
- (r) “**Carpet Area**” shall have the same meaning as ascribed to it under the Act;
- (i) “**Subject Plot**” shall mean the Plot No. \_\_\_\_\_ in Block/ Pocket \_\_\_\_\_ in the Project (Corresponding Plot No. \_\_\_\_\_ as per Approved Layout/Zoning Plan No. 7850 Dated 13/08/2021)
- (s) “**Total Consideration Value**” shall have the same meaning ascribed to it under Clause 1.2 herein and as quantified in **Schedule-VI** of this Agreement.

**SCHEDULE-II**  
**DESCRIPTION OF THE SUBJECT PLOT, THE INDEPENDENT FLOOR RESIDENCE**  
**APPLIED:**

**Description of the Subject Plot**

- (i) Block No.: .....
- (ii) Plot No: ..... Corresponding Plot No. \_\_\_\_\_ as per Approved Layout/Zoning Plan No. 7850 Dated 13/08/2021
- (iii) Area of the Subject Plot: .....

**Description of Independent Floor Residence, which shall be housed in the Said Building to be constructed on the Subject Plot.**

- (iv) Floor Residence No. – .....
- (v) Floor No.: ..... Floor
- (vi) \*\*Carpet area of Floor Residence: ..... sq mts./.....sq ft.
- (vii) Exclusive Balcony area of ..... sq. mts /sq ft as demarcated in Schedule-IV.... Hereto

**Car Parking (s)**

- (viii) Exclusive right to use 1 (One) car parking(s) in parking plan devised for the Project and as demarcated in Schedule-III hereto

<b><u>Preferential Location Attributes:</u></b>	

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

**SCHEDULE-III**  
**SPECIFICATIONS OF THE FLOOR RESIDENCE**

	<b>Flooring</b>	<b>Walls</b>	<b>Ceiling</b>	<b>Door</b>	<b>Windows</b>	<b>Fitting &amp; Fixtures</b>
<b>Drawing/Dinning</b>	Vitrified Tiles	OBD/Acrylic Distemper	OBD/Acrylic Distemper	Laminated Wooden Door	UPVC/Aluminium	
<b>Bedroom</b>	Vitrified Tiles/ Laminated Wooden Flooring	OBD/Acrylic Distemper	OBD/Acrylic Distemper	Laminated / Skin Door	UPVC/Aluminium	
<b>Kitchen</b>	Vitrified Tiles	Dado up to 2' above Counter and OBD/Acrylic Distemper	OBD/Acrylic Distemper		UPVC/Aluminium	SS Sink with Fixtures
<b>Toilets</b>	Matt Finish Tiles	Tiles & OBD/Acrylic Distemper Combination	MR Board Ceiling	Laminated / Skin Door	UPVC/Aluminium	CP & Sanitary Fixtures
<b>Front Balcony</b>	Matt Finish Tiles	External Paint	OBD/Acrylic Distemper	UPVC/Aluminium		
<b>Rear Balcony</b>	Matt Finish Tiles	External Paint	OBD/Acrylic Distemper	UPVC/Aluminium		
<b>Staircase &amp; Lift Lobby</b>	Stone / Tiles					
<b>Basement</b>	Vitrified Tiles	OBD/Acrylic Distemper	OBD/Acrylic Distemper			
<b>Roof</b>	Tiles & Turf					

\* Provision for Air-conditioning

**SCHEDULE-IV**

**FLOOR / DEMARCATION PLAN OF INDEPENDENT FLOOR RESIDENCE**

**SCHEDULE-V**

**COMMON AREAS WHICH ARE PART OF THE SUBJECT PLOT**

- Lift & Lobby Staircase.
- Common Lobby Areas.
- Jogging track at Terrace.
- Common area at Terrace.

**SCHEDULE-VI**

**TOTAL CONSIDERATION VALUE AND PAYMENT PLAN**

<b>Cost Sheet</b>			
1	Total Consideration (inclusive of Basic Sale Price, IDC, EDC, Parking Charges, PLC)	Rs .....per sq. mtr./sq.ft.	<b>Rs .....</b>
2	GST @ 5% of Total Consideration	Rs .....per sq.mtr/sq.ft.	<b>Rs .....</b>
<b>Total Consideration Value*:</b>		Rs .....per sq.mtr/sq.ft.	<b>Rs .....</b>

**Other Charges:**

<b>Other Charges</b>		
1	Interest Free Maintenance Security (IFMS)	Rs .....per sq. mtr./sq.ft.
2	Power Back Up Charges	Rs .....per sq.mtr/sq.ft.

Note :

\*The Total Consideration Value includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project paid/payable by the Promoter up to the date of handing over the possession of the Independent Floor Residence for residential usage (as the case may be) along with Car Parking to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification.

**Payment Plan**

**SCHEDULE-VI**

**TOTAL CONSIDERATION VALUE AND PAYMENT PLAN**

<b>Cost Sheet</b>			
1	Total Consideration (inclusive of Basic Sale Price, IDC, EDC, Parking Charges, PLC)	Rs .....per sq. mtr./sq.ft.	<b>Rs .....</b>
2	GST @ 5% of Total Consideration	Rs .....per sq.mtr/sq.ft.	<b>Rs .....</b>
<b>Total Consideration Value*:</b>		Rs .....per sq.mtr/sq.ft.	<b>Rs .....</b>

**Other Charges:**

<b>Other Charges</b>		
1	Interest Free Maintenance Security (IFMS)	Rs .....per sq. mtr./sq.ft.
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Note :

\*The Total Consideration Value includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project paid/payable by the Promoter up to the date of handing over the possession of the Independent Floor Residence for residential usage (as the case may be) along with Car Parking to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification.

**Payment Plan**