

AGREEMENT FOR SALE



ARABELLA

PRIVATE, HILL-VIEW VILLAS

BUYER’S AGREEMENT

BETWEEN

SOHNA CITY LLP

AND

RAHEJA ICON ENTRETAINMENT PRIVATE LIMITED

AND

RAHEJA DEVELOPERS LIMITED

AND

NAME_____

ADDRESS_____

RESIDENTIAL UNIT No._____ **BUYER’S AGREEMENT**

PURCHASER

PROMOTER

BUYERS' AGREEMENT

This Agreement (the '**Agreement**') is made at _____
this _____ day of _____, 20____

BY AND BETWEEN

SOHNA CITY LLP., a Limited Liability Partnership, incorporated under Limited Liability Partnership Act., 2008, having its Registered Office at Trade World, B-Wing, 2nd Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, through its authorised representative, hereinafter referred to as the "**PROMOTER**", (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors, designated partners and permitted assigns) of the **FIRST PART (PROMOTER PAN: _____)**;

AND

RAHEJA ICON ENTERTAINMENT PRIVATE LIMITED, a company incorporated and registered under Companies Act, 1956 having its Registered Office at 406, 4th Floor, D-4, District Centre, Saket, New Delhi- 110017, hereinafter referred to as the "**RIEPL**", (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the **SECOND PART (RIEPL's PAN: _____)**;

AND

RAHEJA DEVELOPERS LIMITED, a company registered under Companies Act, 1956 having its Registered Office at 406, 4th Floor, D-4, District Centre, Saket, New Delhi- 110017, hereinafter referred to as the "**RDL**", (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the **THIRD PART (RDL's PAN: _____)**;

AND

(FOR INDIVIDUALS)

Mr./Ms./Mrs. _____
R/o _____
having Income tax PAN No. _____ (which expression shall, unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **FOURTH PART**;

OR

(FOR FIRMS)

M/s. _____ a partnership/
proprietorship firm duly registered and having its office at _____
_____ through its authorised signatory partner/ sole
proprietor Mr./ Ms./ Mrs. _____
R/o _____
_____ having Income tax PAN No. _____ hereinafter referred
to as the '**PURCHASER**' (which expression unless excluded by or repugnant to the context or meaning

thereof, shall mean and include the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the **FOURTH PART**;

OR
(FOR COMPANIES)

_____,
a company duly incorporated and registered under Companies Act, 2013 having its registered office at _____
_____ and PAN No. _____ through its duly
authorised signatory Mr./ Ms./ Mrs. _____ authorized by its board
resolution dated _____ hereinafter referred to as the '**PURCHASER**' (which expression unless
excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs,
executors, administrators, successors and legal representatives) of the **FOURTH PART**;

OR
(FOR TRUST/SOCIETIES)

_____,
a _____ trust duly registered under _____ having
its registered office at _____
_____ and PAN No. _____ through its duly authorised signatory
Mr./ Mrs. _____ authorized by its resolution dated _____
hereinafter referred to as the '**PURCHASER**' (which expression unless excluded by or repugnant to the
context or meaning thereof, shall mean and include the trustees for the time being and from time to time of the
trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of
them and their, his or her permitted assigns) of the **FOURTH PART**;

*(To be filled up, if the allotment is in the joint names)
(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the '**PURCHASER(S)**'

PROMOTER and PURCHASER(S) are hereinafter individually referred to as the '**Party**' and collectively
referred to as the '**Parties**'.

WHEREAS:

A. DESCRIPTION OF SAID PROPERTY:

- (A.1) By virtue of various title documents and sale deeds executed with the earlier owners, the RDL and RIEPL became entitled to the right, title and interest in the property admeasuring about 107.85 Acres or thereabouts, situated at Village Raipur and Sohna, Tehsil Sohna, District Gurgaon, Haryana, India, more particularly described in the FIRST SCHEDULE hereunder and delineated in red colour on the Plan annexed hereto as **ANNEXURE “A”** (hereinafter referred to as the **“SAID LARGER PROPERTY”**).
- (A.2) By virtue of various collaboration agreements, additional agreement, supplementary agreements and power of attorney (**“SAID AGREEMENTS”**), executed with the earlier owners RDL and RIEPL became seized and possessed of and otherwise well and sufficiently entitled to the SAID LARGER PROPERTY.
- (A.3) By virtue of the Development Agreement dated 15th March, 2013 (**“SAID DEVELOPMENT AGREEMENT”**), executed between the RDL and RIEPL and the PROMOTER, the PROMOTER became entitled to develop the land admeasuring 34.06 Acres and proportionate FAR, forming part of the SAID LARGER PROPERTY, more particularly delineated in blue colour on the Plan annexed hereto as **ANNEXURE “A”** (hereinafter referred to as the **“Said Property”**) as per the development norms of the Haryana Urban Development Authority (HUDA).

B. Project/COMPLEX:

PROMOTER shall be exclusively constructing on the Said Property, structures thereon consisting of villas, apartments, units and premise for residential, non-residential and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto like Community Centre garden, children’s play area, open spaces etc., (hereinafter collectively referred to as the **“Project”**), proposed to be known as **“ARABELLA”** (hereinafter referred to as the **“COMPLEX”**) and such other Common Amenities.

C. APPROVALS:

- C.1 The Director General Town and Country Planning, Haryana (**DTCP**) has issued Group Housing License bearing No.25 of 2012 dated 29/03/2012 valid till 28/03/2016 (hereinafter referred to as **“LICENSE”**) in favour of RDL and RIEPL for development of Residential Plotted/ Group Housing Colony (**SCHEME**) on the Said Property and the zoning plan and order is issued by the office of Town and Country Planning for Said Property. DTCP has granted approval of the layout plan vide order dated _____ and building plans vide order dated _____ and while approving and sanctioning the same, DTCP has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed while developing the Project. The Said Property will be developed in accordance with the said approved layout plan and building plans.
- C.2 PROMOTER has specifically made it clear that PROMOTER may change the layout plan/ building plans at its sole discretion, in such case, the PROMOTER shall inform to the Purchaser and seek the consent from the PURCHASER(S) as per the process mentioned in the applicable bye laws for such change, however, if the layout plan/building plan changes are required under any directions / conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on PURCHASER(S) and PURCHASER(S) hereby agrees that it shall not be necessary on the part of PROMOTER to seek consent of PURCHASER(S) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/ layout plan of the COMPLEX as may be amended and approved from time to time shall supersede the existing building plans/layout plan as the case may be. PROMOTER shall also be providing Community Centre, landscaping garden earmarked and the same are delineated with dotted boundary line on the said layout plan approved by the authorities marked and annexed as **ANNEXURE “A”**.
- C.3 PROMOTER has entered into a standard agreement with its architect, (hereinafter referred to as

"**Architect**"), the master planners for the Project and PROMOTER has appointed a structural engineer for the preparation of the structural design and drawings of the COMPLEX.

D. PHASES of DEVELOPMENT:

The PROMOTER will have the right to decide the phases of development and which Plots to develop first. All the plots may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of few common amenities, services and Community Centre will be dependent on the construction phasing and may get ready till the last phase is completed or/and at the end of the Project. The PURCHASER(S) shall not be entitled to claim any right in respect of Community Centre, landscaping garden and the land appurtenant thereto and / or any of the common facilities in the COMPLEX other than right to use. The PURCHASER(S) shall be entitled to use Community Centre and the other Common Areas of the COMPLEX subject to the rules, regulations / guidelines framed by the PROMOTER and / or the Said Organization as the case may be.

E. INSPECTION OF DOCUMENTS BY PURCHASER:

The PURCHASER(S) demanded from the PROMOTER and the PROMOTER has given inspection to the PURCHASER(S), of all the documents of title relating to the Said Property, the various plans, designs and specifications of the Project prepared by the PROMOTER and of such other relevant documents and the PURCHASER(S) has/have verified and is/are satisfied with the documents/deeds, which entitles PROMOTER to allot the SAID RESIDENTIAL UNIT and such allotment by PROMOTER is on the basis of terms and conditions as contained herein. PURCHASER(S) has/have knowledge of the applicable laws, notifications and rules applicable to the Said Property and the SAID RESIDENTIAL UNIT applied for and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by PURCHASER(S) in this regard.

F. APPLICATION/Unit DETAILS:

- F.1 PURCHASER(S) vide an Application dated _____ has/ have applied to PROMOTER for allotment of a residential unit (hereinafter referred to as the "**SAID RESIDENTIAL UNIT**") comprised of villa admeasuring _____sq. ft. Super Built-up Area ("**SAID VILLA**") to be constructed on the residential plot bearing no. _____ admeasuring _____ Sq. Mtrs. (hereinafter referred to as the "**SAID PLOT**") forming part of the Said Property along with proportionate right to use the Common Areas of the COMPLEX.
- F.2 The Relying upon the aforesaid application, PROMOTER has agreed to allot and sell to PURCHASER(S), the SAID RESIDENTIAL UNIT at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- G. On or before the execution of these presents, PURCHASER(S) has/ have paid to PROMOTER a sum of Rs. _____ /-(Rupees _____ Only), being part payment of the consideration/SALE PRICE payable as per Payment Schedule annexed as ANNEXURE "D" hereunder (the payment and receipt whereof PROMOTER hereby admits and acknowledges) and PURCHASER(S) has/have agreed and undertaken to pay to PROMOTER the balance of the agreed SALE PRICE in the manner mentioned in this Agreement and as per **ANNEXURE "D"**.
- H. PURCHASER(S) has/have represented and warranted to PROMOTER that PURCHASER(S) has/have the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement.
- I. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

1. INTERPRETATION

1.1 DEFINITIONS:

- 1.1.1 **'Agreement'** shall mean this Buyer's Agreement for Sale.
- 1.1.2 **'Application'** shall mean application submitted by the PURCHASER(S) for allotment of the SAID RESIDENTIAL UNIT.
- 1.1.3 **'Allotment Letter'** shall mean the letter issued by PROMOTER thereby confirming the Allotment of the SAID RESIDENTIAL UNIT in favor of PURCHASER(S).
- 1.1.4 **'Applicable Law'** shall mean and include all the statutory laws, regulations, rules, notifications and circulars issued by the appropriate authority which is applicable to the SAID RESIDENTIAL UNIT.
- 1.1.5 **'Application Money'** shall mean the money or the consideration received by PROMOTER from PURCHASER(S) towards Application of the SAID RESIDENTIAL UNIT.
- 1.1.6 **'Community Centre'** shall mean "community building" as approved by authorities.
- 1.1.7 **'Common Areas'** shall mean the areas in the COMPLEX, which are used for common use and more particularly mentioned in ANNEXURE "C";
- 1.1.8 **'COMPLEX'** shall mean the complex of Residential Units to be constructed on Said Property and named as "ARABELLA".
- 1.1.9 **'Date of Possession'** shall have meaning ascribed to it in clause 4.1(a) of this Agreement.
- 1.1.10 **'Earnest Money'** shall mean 15% of the SALE PRICE (defined hereinafter);
- 1.1.11 **'Electrical Supply Company' / 'ESC'** shall mean State Electricity Board or any of the company or any other body/Licensing authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy.
- 1.1.12 **'Installments' or 'Payment Plan'** shall mean the SALE PRICE to be paid as per the installments detailed out in the ANNEXURE "D" of this Agreement.
- 1.1.13 **'IBMS'** shall mean Interest Bearing Maintenance Security as ascribed to it in Clause 6.2(f).
- 1.1.14 **'Maintenance Agency'** shall mean the agency appointed by the PROMOTER for carrying out the day to day maintenance and upkeep of the Common Areas of the COMPLEX, SAID RESIDENTIAL UNIT and Community Centre, equipment/s installed in the COMPLEX;
- 1.1.15 **'Maintenance Agreement'** shall mean the agreement, which will be executed with the Maintenance Agency for the purposes of providing the Maintenance Services for the day to day maintenance and upkeep of the Common Areas of the COMPLEX, SAID RESIDENTIAL UNIT and Community Centre, equipment/s installed in the COMPLEX.
- 1.1.16 **'Payment Schedule'** shall mean schedule of payment of Sale Price as per ANNEXURE "D".
- 1.1.17 **'SAID RESIDENTIAL UNIT'** shall have meaning ascribed to it in recital F.1.
- 1.1.18 **'Said Organisation'** shall mean the society/association/ organization/ company by whatever name called, formed of the Residential Plot Owners /purchasers /unit holders of the Said Premises.

- 1.1.19 **'SAID PLOT'** shall have meaning ascribed to it in recital F.1.
- 1.1.20 **'Said Property'** shall have meaning ascribed to it as mentioned in recital A.3.
- 1.1.21 **'Said Premises'** or 'Residential Units' shall mean all the villas/units/premises constructed in the COMPLEX.
- 1.1.22 **'SAID VILLA'** shall have meaning ascribed to it in recital F.1.
- 1.1.23 **'Sale Deed'** shall mean execution of Sale Deed for transferring and conveying the SAID RESIDENTIAL UNIT by the PROMOTER in favour of the PURCHASER as per the terms of this Agreement.
- 1.1.24 **'Services'** shall mean the facilities provided by the Maintenance Agency in accordance with the terms of the Maintenance Agreement executed between the PROMOTER and/or the PURCHASER(S) and the Maintenance Agency.
- 1.1.25 **'Show Villa'** shall have meaning ascribed to it in Clause 14.1.
- 1.1.26 **'Statutory Authorities'** shall mean and include Director General Town and Country Planning, Haryana or any other concerned authorities governing the development, transfer or maintenance of SAID RESIDENTIAL UNIT and/or COMPLEX.
- 1.1.27 **'Saleable Area'** shall have meaning ascribed to it in **ANNEXURE "C"** to this Agreement;
- 1.1.28 **'Super Built Up Area'** shall have meaning ascribed to it in **ANNEXURE "C"** to this Agreement;

1.2 INTERPRETATION

- 1.2.1 This Agreement shall be binding upon the Parties. Nothing contained herein shall be construed to provide any benefit to any Person not a Party to this Agreement except as expressly provided for herein.
- 1.2.2 The singular includes the plural and vice versa and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and vice versa.
- 1.2.3 Any reference to any gender includes the other gender.
- 1.2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 1.2.5 Any reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital is a reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 1.2.6 Any reference to this Agreement, (a) shall include all appendices, exhibits and schedules hereto and (b) shall be a reference to this Agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time.
- 1.2.7 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and amendments or re-enactments of any of them;
- 1.2.8 Any reference to **"writing"** includes printing, typing, lithography, email, fax and other means of reproducing words in visible form.
- 1.2.9 The terms **"hereof"**, **"hereby"**, **"hereto"**, **"hereunder"** and similar terms shall refer to this Agreement as a whole.

- 1.2.10 The term, “**including**” shall mean “**including, without limitation**”.
- 1.2.11 Where the consent or approval of a Party to this Agreement is required hereunder to any act, deed, matter or thing such requirement shall in the absence of any express stipulation to the contrary herein mean the prior consent or approval (as the case may be) in writing.
- 1.2.12 The headings of various clauses, articles and sections in this Agreement are inserted for convenience and reference only and shall not affect the construction of the relative provisions.

2. SAID RESIDENTIAL UNIT

- 2.1 The PROMOTER hereby agrees to sell / convey / transfer the SAID RESIDENTIAL UNIT bearing no. _____ comprised of Said Villa admeasuring _____ Sq. Ft. Super Built-Up Area to be developed on the SAID PLOT admeasuring _____ Sq. Mtrs. in favour of PURCHASER(S) along with proportionate right to use the Common Areas for the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing. Layout PLAN/Floor Plan of the SAID RESIDENTIAL UNIT annexed hereto as **ANNEXURE “B”**.
- 2.2 The fixtures, fittings and amenities to be provided by PROMOTER in the SAID RESIDENTIAL UNIT are those that are set out in **ANNEXURE “E”** hereto.

The PROMOTER may at the request of the PURCHASER(S) customize / modify the interior of the SAID VILLA as per the requirement of the PURCHASER(S) and upon payment of costs and / or charges which shall be solely decided by the PROMOTER and such customization / modification of the SAID VILLA shall only be made or carried if permissible under the applicable Acts, Rules and Bye Laws and also subject to following guidelines:

- (i) To maintain the design and aesthetics of the Project, the PURCHASER(S), without obtaining prior written consent of the PROMOTER shall not be permitted at any time hereafter, to :
 - a. construct/ erect any brick or masonry wall, partition in the SAID RESIDENTIAL UNIT,
 - b. to make any other structural additions, alterations of a permanent nature therein,
 - c. change the colour scheme, design or layout of the SAID RESIDENTIAL UNIT,
 - d. PURCHASER (s) shall neither shift the compound wall of the SAID RESIDENTIAL UNIT shall nor shall do any changes in the color /structural design of compound wall of the SAID RESIDENTIAL UNIT.
- (ii) PURCHASER(S) hereby agree/s, undertake/s, covenant/s and confirms that he/she/they/it shall not do or permit/suffer to carryout aforesaid changes without prior permission from PROMOTER.
- (iii) PROMOTER may grant NOC, required that the proposed change by PURCHASER(S) is adhering with the design intent of PROMOTER.
- (iv) It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser(S) shall be one of the essence of the contract.
- (v) Request for change in SAID VILLA main frame (like- column, shear walls, beam and slab) will not be entertained.
- (vi) No request will be accepted to modify SAID VILLA's elevation, elevation-features, window openings and balconies.
- (vii) Grills above railing cannot be put in balconies. But, it may be put in windows from inside. Standard design of window grills will be supplied by PROMOTER.

- (viii) To put AC units externally, permission have to be taken from the PROMOTER / Said Organization.
- (ix) Permission has to be taken before core cutting, punctures on external wall surface from PROMOTER / Said Organization.

Request for minor internal modification may be accepted if it is submitted within a period 90 days from the date of execution of these presents; however the same is subject to review of PROMOTER's engineering division. After technical acceptance of the request, a cost estimate will be forwarded to the PURCHASER(S). Only upon the confirmation of the cost estimate by the PURCHASER(S) to the PROMOTER in writing along with the payment/cost, the customization request will be considered by the PROMOTER for execution.

3. SALE PRICE (SALE CONSIDERATION)

3.1 SALE PRICE:

The PURCHASER(S) agree/s to pay to the PROMOTER for the purchase of the SAID RESIDENTIAL UNIT, an amount of Rs. _____ /-(Rupees _____

_____) Only) along with payables as mentioned in the payment schedule annexed as **ANNEXURE "D"**, being the SALE PRICE for the SAID RESIDENTIAL UNIT together with proportionate right to use Common Areas, amenities and facilities to the extent envisaged hereunder and stipulated undivided interest in the Said Property and also consideration towards other payments as reflecting in the Payment Schedule, taxes extra as applicable and other charges (if any) payable extra as contained in the list of charges annexed hereto as **ANNEXURE "D1"** along with the list of outgoings as **ANNEXURE "D2"**.

It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in **ANNEXURE "D1"** of this Agreement, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the PURCHASER(S) shall be liable to bear and pay the same within 7 (seven) days from receipt of the PROMOTERS' written intimation in this regard.

SALE PRICE as mentioned hereinabove is exclusive of any taxes & levies, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from PURCHASER(S).

3.2 Monies received :

PURCHASER(S) has/have paid Rs. _____ /- (Rupees _____ Only)

till the execution of this Agreement as consideration for the SAID RESIDENTIAL UNIT to PROMOTER the receipt whereof, PROMOTER does hereby acknowledge. PURCHASER(S) agrees/s to pay the balance consideration as per the Payment Schedule as mentioned in **ANNEXURE "D"** herewith.

3.3 PREFERENTIAL LOCATION CHARGES (PLC):

There will be preferential location charges (PLC) in case any better location is preferred by PURCHASER(S) for the SAID RESIDENTIAL UNIT in the COMPLEX and the same shall be payable by PURCHASER(S), as per the demand of PROMOTER in a manner and within the time as stated in the payment schedule as mentioned in **ANNEXURE "D"**.

However, PURCHASER(S) has/have specifically agreed that if due to any change in the layout / building plan, the SAID RESIDENTIAL UNIT ceases to be preferentially located, PROMOTER shall

be liable to refund (without interest) only the amount of PLC paid by PURCHASER(S) and such refund shall be adjusted in the last installment as stated in the Payment Schedule as mentioned in **ANNEXURE “D”**. Similarly, if the SAID RESIDENTIAL UNIT in the COMPLEX becomes preferentially located due to the aforesaid changes in the layout / building plan, then PURCHASER(S) shall be liable and agrees to pay as demanded by PROMOTER additional PLC as stated in the Payment Schedule as mentioned in **ANNEXURE “D”**.

3.4 Failure/Delay in Payment

- (a) PURCHASER(S) agree/s that out of the amount(s) paid/ payable by him/ her/them towards the SALE PRICE, 15% (Fifteen Percent only) of the SALE PRICE shall be treated as Earnest Money to ensure fulfillment by PURCHASER(S) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to PURCHASER(S) obligations to pay the SALE PRICE as provided in the payment schedule as mentioned in **ANNEXURE “D”** along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by PROMOTER, as the case may be and also to perform or observe all the other obligations of PURCHASER(S) under this Agreement.

PURCHASER(S) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement and/or Sale Deed, to keep PROMOTER and its agents and representatives, estates and effects indemnified and harmless against the aforesaid other payments and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that PROMOTER may suffer as a result of non-payment of SALE PRICE, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Sale Deed (when executed) by PURCHASER(S).

- (b) The PROMOTER may, at its sole option and discretion, waive in writing the breach by the PURCHASER(S) of not making payments as per the Payment Schedule annexed hereto as **ANNEXURE “D”** but on condition that the PURCHASER(S) are liable to pay interest on the amount due as mentioned hereinafter. If there is delay or default in making payment of the Installments by PURCHASER(S), then PURCHASER(S) shall be liable to pay to PROMOTER interest which shall be charged @ 15% (fifteen percent) simple interest per annum from the due date of payment of Installment till 60th day from the due date however, PROMOTER may accept payments beyond 60 (sixty) days subject to interest @ 18% (eighteen percent) provided the PURCHASER(S) submit/s written request.

It is expressly agreed by the PURCHASER(S) that exercise of discretion by the PROMOTER in the case of any purchaser of the residential units shall not be construed to be a precedent and/or binding on the PROMOTER to exercise such discretion in the case of other purchasers.

- (c) Upon non receipt of the Installment within due date, PROMOTER shall issue a notice to PURCHASER(S) to pay the amounts due within (45) days of due date. PURCHASER(S) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 3.4(b) hereinabove.
- (d) In addition to PURCHASER(S)' liability to pay interest as mentioned hereinabove, PURCHASER(S) shall also be liable to pay and reimburse to PROMOTER all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by PROMOTER for the purpose of enforcing payment of and recovering from PURCHASER(S) any amount/s or due/s whatsoever payable by PURCHASER(S) under this Agreement.

However, if the Installments/payments are not received within 45 (forty-five) days from the due date or in the event of breach of any of the terms and conditions of the Agreement and/or Sale Deed by PURCHASER(S), the allotment and the Agreement will be cancelled and terminated at the sole, absolute and unfettered discretion of PROMOTER. PROMOTER will issue a cancellation/ termination letter without any further notice to PURCHASER(S). Upon such cancellation

PROMOTER shall refund the monies paid by PURCHASER(S) without interest subject to forfeiture of Earnest Money or the actual amount paid whichever is higher subject to a maximum of 15% of the SALE PRICE.

- (e) Upon such cancellation PURCHASER(S) shall be left with no right or lien on the SAID RESIDENTIAL UNIT or on the amount paid till such time. The balance amount shall be refundable to PURCHASER(S) without any interest, within three (3) months of such cancellation. The dispatch of refund cheque by registered post/speed-post/courier to the last available address with PROMOTER as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of PROMOTER or its employees and PURCHASER(S) shall not raise any objection or claim on PROMOTER in this regard. PROMOTER may at its sole discretion condone the breach committed by PURCHASER(S) and may revoke cancellation of the allotment provided that the SAID RESIDENTIAL UNIT has not been re-allotted to other person till such time and PURCHASER(S) agrees to pay the unearned profits (difference between the booking price and prevailing SALE PRICE) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by PROMOTER. PROMOTER may at its sole discretion waive the breach by PURCHASER(S) for not paying the installments as per the payment schedule as mentioned in **ANNEXURE "D"** but such waiver shall not mean any waiver in the interest amount and PURCHASER(S) have to pay the full amount of interest due.
- (f) Upon the cancellation of the booking, PROMOTER shall be at a liberty to sell or otherwise dispose of the SAID RESIDENTIAL UNIT to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as PROMOTER may in its sole, absolute and unfettered discretion think fit and proper and PURCHASER(S) shall not be entitled to raise any objection or dispute in this regard.

However, it is agreed between the Parties that PROMOTER shall adjust the amount due from PURCHASER(S) first towards the past taxes payable, then towards the installments along with taxes applicable to the said installment, then towards interest.

- (g) PURCHASER(S) agree/s and undertake/s to execute any deeds, documents, or writings including the cancellation deed to cancel the Agreement, the balance amount, if any shall be paid to PURCHASER(S) only upon the cancellation of the Agreement and/or receipt of the cancellation deed, documents, writings as aforesaid. PURCHASER(S) shall be liable to bear the stamp duty and registration charges towards the registration of the cancellation deed.

In the event of cancellation of this Agreement as aforesaid, PROMOTER shall be entitled to file declaration with respect to termination and cancellation of this Agreement, before the jurisdictional Sub Registrar of Assurances.

3.4.1 Withdrawal/Cancellation of Allotment by the Purchaser(s):

- (a) In the event the PURCHASER(S) requests the Developer for withdrawal/cancellation of the Allotment at any stage for any reasons whatsoever, such withdrawal /cancellation of the Allotment shall be subject to forfeiture of Earnest Money or the actual amount paid, whichever is higher, subject to a maximum of 15% of the SALES PRICE.
- (b) In such event, the allotment and the Agreement will be cancelled and terminated and the DEVELOPER will issue a cancellation/ termination letter and refund the monies paid by PURCHASER(S) without interest subject to forfeiture of Earnest Money or the actual amount paid whichever is higher subject to a maximum of 15% of the SALES PRICE after the said Villa is allotted to some other purchaser. In such case the PURCHASER(S) shall execute any deeds, documents, or writings including the cancellation deed etc. and the Purchaser shall be liable to bear the stamp duty and registration charges towards the registration of the cancellation deed.

3.5 Price Escalation: [Not applicable in case of escalation-free price option]

PURCHASER(S) agree/s and understand/s that the consideration towards of the SAID RESIDENTIAL UNIT is interalia based on following factors:

- i) cost of construction materials
- ii) labour as on the end of the quarter in which the booking is received.

It is further agreed by and between PURCHASER(S) and PROMOTER that Rs. _____/- (Rupees _____ only) out of the consideration of the SAID RESIDENTIAL UNIT shall be treated as the cost of construction material and labour for the SAID RESIDENTIAL UNIT (hereinafter referred to as the “**Base Cost**”)

However, if there is any increase or decrease in the Base Cost upto 2% (two percent) till the Date of Possession as mentioned hereinabove from the date of Application then; the same shall be absorbed by PROMOTER .

If there is any increase in Base Cost beyond 2% (two percent) then the same shall be borne by PURCHASER(S) and if there is any decrease in the Base Cost beyond 2% (two percent) then the same shall be refunded by PROMOTER. (Hereinafter referred to as ‘**Escalation/Decrease Charges**’)

Computation of Escalation/Decrease Charges shall be based on the respective RBI indices published in the RBI bulletin.

The respective RBI indices are:

- Steel - indices published as Steel - Long in the category of basic metals, alloys & metal products.
- Cement - indices published as cement & lime in the category of non-metallic mineral products.
- Fuel & Power- indices published as fuel & power
- Other Building Construction materials - indices published as all commodities in the index numbers of wholesale prices in India.
- Labour - indices published as consumer price index numbers for industrial workers.

- A. Estimated percentage of various cost components is as follows
 - Steel - 15%
 - Cement - 10%
 - Other Construction Material - 40%
 - Fuel and Power - 5%
 - Labour - 30%
- B. Escalation/Decrease Charges shall be computed at every quarter till the Date of Possession.
- C. Prevailing indices at the time of booking/Application shall be taken as opening indices.
- D. Weighted average of all these quarters to be taken as the closing indices for computation of Escalation/Decrease Charges.
- E. Escalation/Decrease Charges shall be calculated on the overall cost of construction material and labour and not on the individual components mentioned hereinabove.
- F. The term ‘Quarter’ shall mean period from January – March, April – June, July - September and October – December.

PROMOTER shall appoint a chartered accountant to independently verify the Escalation Charges as computed by PROMOTER from time to time. Such verified Escalation/Decrease Charges shall be paid/refunded (or adjusted), as the case may be, by/to PURCHASER(S) at the time of offer of possession of the SAID RESIDENTIAL UNIT to PURCHASER(S).

The calculation of the Escalation/Decrease charges shall be done as per the formula appearing in the **ANNEXURE “F”**.

The verified Escalation/Decrease Charges, as intimated to PURCHASER(S) shall be final and binding on PURCHASER(S). PURCHASER(S) agree/s and understand/s that any default in payment of the Escalation Charges shall amount to a breach of the terms and conditions of this Agreement. The possession of the SAID RESIDENTIAL UNIT shall not be handed over to PURCHASER(S) unless Escalation Charges are paid in full along with delayed interest, if any, as stipulated herein.

3.6 Alteration in the Layout Plans and Design

(a) PURCHASER(S) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the built-up Area of the SAID VILLA, Parties shall be bound with following terms:

- (I) In case there is any increase or decrease of Super Built-Up Area upto 2% of the SAID VILLA, then the same shall be acceptable to PURCHASER(S) and no charges / refund as the case may be will be made.
- (II) In case of increase or decrease of Super Built-Up Area of the SAID VILLA is beyond 2% and upto 7% then the difference of area beyond 2% upto 7% shall be subject to charges or refund of the proportionate SALE PRICE, as the case may be. For e.g. if there is increase in area of 4% then PURCHASER(S) shall be liable to pay the charges for variation of 2%.
- (III) In case of increase or decrease in Super Built-Up Area of the SAID VILLA is beyond 7%, the PURCHASER(S) shall have an option to withdraw or cancel the booking of the SAID RESIDENTIAL UNIT within 30 days from the date of receipt of notice by PROMOTER in this regard and the consequences shall be as under:
 - i. In case of withdrawal or cancellation of the allotment of the SAID RESIDENTIAL UNIT by PURCHASER(S), the PROMOTER shall refund all the monies paid by PURCHASER(S) towards SALE PRICE without any interest and without the refund of stamp duty, registration fee, tax, etc., paid to the authorities.
 - ii. In case PURCHASER(S) decides to continue with the allotment of the SAID RESIDENTIAL UNIT, then such increase/decrease shall be subject to charges/refund as the case may be. For e.g. if there is increase in area of 8% then PURCHASER(S) shall be liable to pay the charges for variation of 6%.

It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change in law or change of plans, permission, consent etc. is required by Statutory Authorities, the same shall be fully binding on the PURCHASER(S).

- (b) If for any reason(s), PROMOTER is not in a position to allot the SAID RESIDENTIAL UNIT due to any reasons whatsoever beyond the control of PROMOTER then PROMOTER shall refund only the amount paid, without any interest however subject to deductions of taxes paid by PURCHASER(S) as per the relevant provision of the relevant act, and PROMOTER shall not be liable for payment of any compensation on this account whatsoever. Refund of monies paid towards taxes stamp duty, registration fee shall be as per the applicable provisions of the scheme opted by PROMOTER on the date of cancellation.
- (c) If at any time in future any additional FAR is available in the Said Property in any manner whatsoever, then PROMOTER shall have the exclusive right to utilize the same for further construction in the COMPLEX or in any other complex/development if permissible under applicable laws. In such a situation, the proportionate share of PURCHASER(S) in the Said Property and/or in the Common Areas, AMENITIES and facilities shall stand varied accordingly. PURCHASER(S) has no objection and they have given their consent to such construction by PROMOTER.
- (d) There are undetermined areas shown on layout plan which may be converted into villa or any other

use permitted by the authorities and the PROMOTER will sell the same to any prospective buyers and PURCHASER(S) do not have any objection in this regards.

- (e) PROMOTER is negotiating with the adjoining land owners and may bring the additional land into the Project, for which the PROMOTER will have to amend the layout.

3.7 Computation of the SALE PRICE

PROMOTER has made it specifically clear to PURCHASER(S) and after having satisfied himself / herself/ themselves/itself, PURCHASER(S) has/ have understood that the computation of the SALE PRICE of the SAID RESIDENTIAL UNIT does not include any element of recovery or payment towards land, construction, running and operation of the Common Areas, amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by PROMOTER from PURCHASER(S) in any manner.

3.8 Mode of Payment

All demand drafts/pay order/cheques/RTGS are to be made in favour of “**SCLLP-REVENUE A/C**” payable at New Delhi Branch/par. Outstation cheques and non CTS cheques shall not be accepted.

If any of the cheques submitted by PURCHASER(S) to PROMOTER is dishonoured for any reasons, then PROMOTER shall intimate PURCHASER(S) of the dishonour of the cheque and PURCHASER(S) would be required to tender a demand draft of the same amount to PROMOTER within 10 (ten) days from the date of dispatch of such intimation by PROMOTER and the same shall be accepted subject to dishonour charges of Rs. 2,000/- (Rupees Two Thousand only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said demand draft is not tendered within the stipulated time period mentioned herein, then this Agreement and allotment would be deemed cancelled at the sole discretion of PROMOTER .

3.9 Payment of Costs

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges shall be borne by PURCHASER(S). However, it shall be the obligation and responsibility of PROMOTER to execute and register a Sale Deed conveying the freehold title with respect to the SAID RESIDENTIAL UNIT in favour of PURCHASER(S) at the cost and expenses of PURCHASER(S), after PURCHASER(S) has paid the entire SALE PRICE and other agreed amounts as mentioned in this Agreement; which shall be executed within the time as specified by PROMOTER.
- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the Said Property/ SAID RESIDENTIAL UNIT as a consequence of government, statutory or any other order of the local government, authority, the same if applicable, shall also be paid by PURCHASER(S), on the pro rata basis.
- c) All statutory charges, VAT, service tax, and other charges and levies as demanded or imposed by the authorities shall be payable proportionately by PURCHASER(S) from the date of booking/Application as per demand raised by PROMOTER .
- d) Any other additional cost for providing infrastructure to the COMPLEX as may be imposed by the authorities or incurred by PROMOTER, as communicated by PROMOTER from time to time shall be paid by PURCHASER(S).

3.10 Time is the Essence

Payment of Instalment and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of PROMOTER to be issued from time to time requesting for such

payments. The timely payment of Installments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on PURCHASER(S) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Installments on time by PURCHASER(S), then PURCHASER(S) shall, subject to the consequences as mentioned in Clause No. 3.4 of this Agreement, at the sole discretion of PROMOTER is/are liable to pay simple interest on the amount due @ 15% (fifteen percent) per annum from the date on which the amount falls due till 60th day from the due date however, PROMOTER may accept payments beyond 60 (sixty) days subject to interest @ 18% (eighteen percent) provided the PURCHASER(S) submit/s written request. No payment will be received after due date without the payment of the applicable interest. All the payments made by PURCHASER(S), shall be first adjusted towards the past taxes payable, then towards the installments along with taxes applicable to the said installment, then towards interest.

3.11 PARKING SPACES FOR RESIDENTIAL UNITS:

3.11.1 Parking space within the SAID RESIDENTIAL UNIT will be designed as per the plans and designs of the PROMOTER.

3.11.2 Common Car Parking

- (a) Earmarking of common car Parking space/s in the Said Property will be done as per the layout plan sanctioned by the authorities.
- (b) The said common car parking spaces shall form part of Common Areas of the COMPLEX and the purchasers of the Said Premises shall be entitled to use the same. The PURCHASER(S) agree/s that all such common car parking spaces shall form part of the Common Areas of the COMPLEX for the purpose of the declaration, which may be filed by the PROMOTER under Haryana Apartment Ownership Act, 1983 or any other applicable act.

3.12 Development Charges

The External Development Charges (EDC) for the external development / Infrastructure Development Charges (IDC) which is to be provided by the Government of Haryana will be charged on pro rata basis from all the purchasers (taxes extra as applicable), on the basis of the rate fixed by the Haryana Government and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by PURCHASER(S), as and when demanded by PROMOTER and the payment shall be made by PURCHASER(S) on or before the date mentioned in the intimation / demand letter issued by PROMOTER . In case of decrease in the charges in future due to any reason, the same shall be refunded to PURCHASER(S) without any interest.

4. POSSESSION

4.1 Possession:, Time and Compensation

- (a) PROMOTER shall endeavor to give possession of the SAID RESIDENTIAL UNIT to PURCHASER(S) on or before _____ subject to the provisions of sub-clauses (b), (c), (d) and (e) also force majeure circumstances and reasons beyond the control of PROMOTER (hereinafter referred to as the “**Date of Possession**”).
- (b) In the event, possession of the SAID RESIDENTIAL UNIT is delayed beyond the date as agreed hereinabove interalia for any reason mentioned then, the PROMOTER shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of the SAID RESIDENTIAL UNIT, failure to hand over possession beyond the Extended Date by the PROMOTER. In such an event, the PURCHASER(S) shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) per annum on the amounts paid till date towards the SALE PRICE (excluding stamp duty, registration fee, VAT, tax, etc., paid to the authorities) of the SAID RESIDENTIAL UNIT. The

aforesaid compensation shall be payable till date of receipt of occupation certificate or any other certificate required for occupation of the SAID RESIDENTIAL UNIT (OC Date). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable only at the time of handing over the possession of the SAID RESIDENTIAL UNIT. It is expressly clarified that no compensation shall be payable by the PROMOTER for any time period beyond the OC Date, irrespective of PURCHASER(S) not taking possession of the SAID RESIDENTIAL UNIT. The compensation shall be calculated on the basis of Super Built-Up Area.

However, the compensation shall not be paid in the following events:

- i) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the extension and in case of force majeure circumstances as mentioned hereinabove,

and/or
 - ii) If PURCHASER(S) commit/s any breach of terms and conditions contained herein.
- (c) Project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of PROMOTER, therefore, PURCHASER(S) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the SAID RESIDENTIAL UNIT in the Project.
- (d) The PROMOTER shall, after the OC Date, intimate the PURCHASER(S) in writing that the SAID RESIDENTIAL UNIT is ready for the occupation ("**Intimation**"). The PURCHASER(S) shall within 20 days from the Intimation make payment of the full amount due and payable for the SAID RESIDENTIAL UNIT as per the terms of this Agreement. Upon receipt of all amounts due and payable from the PURCHASER(S) as aforesaid, the PROMOTER shall inform the PURCHASER(S) in writing, thereby offering/inviting the PURCHASER(S) to take over possession of the SAID RESIDENTIAL UNIT ("**Offer of Possession**"). The PURCHASER(S) shall, within a period of 45 days from the date of Offer of Possession complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the PROMOTER may prescribe and complete the inspection of the SAID RESIDENTIAL UNIT. The PURCHASER(S) shall give atleast 7 days prior intimation to the PROMOTER informing his intent to come for possession formalities, including as mentioned in Clause 4.3 of this Agreement. The PURCHASER(S) shall at the time of inspection take over the physical possession of the SAID RESIDENTIAL UNIT, however, in the event, any snags recorded during the inspection, the PROMOTER shall reasonably address the same within a period of 30 days, provided such observations are notified to the PROMOTER on the same day of inspection by the PURCHASER(S) and upon completion of 30 days, the PURCHASER(S) shall take over the possession of the SAID RESIDENTIAL UNIT, which shall be deemed to be the Date of Possession, irrespective whether the PURCHASER(S) has taken possession or otherwise.
- (e) In the event the PURCHASER(S) fails to take over the possession of the SAID RESIDENTIAL UNIT as mentioned hereinabove, then the same shall lie at his/ her/ their/its risk and cost and PURCHASER(S) shall be liable to pay 1.25 times of the maintenance charges from Offer of Possession till the PURCHASER(S) actually take the possession of the SAID RESIDENTIAL UNIT. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the PURCAHSE(S) under this Agreement. The aforesaid 1.25 times of the maintenance charges interalia includes any cost towards the maintenance of the SAID RESIDENTIAL UNIT.
- (c) After handing over the possession to PURCHASER(S), PROMOTER shall have all the rights on the lawns, water body/splash pool and all other open areas which will be utilized by PROMOTER for

permitting parties, get-togethers, business meets etc. for which PROMOTER will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by PROMOTER / Maintenance Agency. PROMOTER relying on this specific undertaking of PURCHASER(S) in this Agreement, has agreed to allot THE SAID RESIDENTIAL UNIT and said undertaking shall survive throughout the occupancy of THE SAID RESIDENTIAL UNIT by PURCHASER(S) or his/ her/their/its legal representatives, successors, administrators, executors, assigns etc.

- (f) PROMOTER has made it clear to PURCHASER(S) that PROMOTER may be carrying out extensive developmental / construction activities in the future in the entire area falling outside the SAID RESIDENTIAL UNIT in which the and that PURCHASER(S) has/ have confirmed that he/ she/they/it shall not raise any objection or make any claim any compensation from PROMOTER account of inconvenience, if any, which may be suffered by him/ her/them/it due to such developmental/ construction activities or incidental/ related activities.
- (g) It is agreed by the PURCHASER(S) that the construction and completion of Project will be in phases due to which there will be construction activities on the Said Property and all amenities and infrastructure including club may not be available/operational fully till the completion of construction of all phases and Project and for which PURCHASER(S) shall have no objection during possession.
- (h) It is clarified that PROMOTER shall send its intimation regarding the handing over of the possession to PURCHASER(S) at his/her/their/its address as mentioned in the Recitals hereinabove unless modified/altered by way of intimation to PROMOTER regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of PROMOTER mentioned herein. PURCHASER(S) shall not be entitled for compensation if PURCHASER(S) has/have defaulted or breached any of the terms and conditions of this Agreement.

4.2 Temporary Possession for Interior Works

If PURCHASER(S) intends/s to carry out the interior works in the SAID RESIDENTIAL UNIT in terms of this Agreement and seeks temporary possession thereof, PROMOTER may permit the same, subject to terms and conditions as it may deem fit. PURCHASER(S) agree/s to sign and submit any such documents e.g. undertaking, indemnity as may be desired by the Maintenance Agency / PROMOTER and PURCHASER(S) agree/s to bear the expenses of the execution of the same.

4.3 Condition-precedent

- (a) PURCHASER(S) shall before taking possession of the SAID RESIDENTIAL UNIT clear all the dues of PROMOTER towards the SAID RESIDENTIAL UNIT under this Agreement and have the Sale Deed for SAID RESIDENTIAL UNIT executed in his/her/its favour after paying registration fee/ charges, stamp duty and other charges/ expenses.
- (b) PURCHASER(S) shall pay, as and when demanded by PROMOTER and as applicable, stamp duty, registration charges and all other incidental and legal expenses for the execution and registration of the Sale Deed of the SAID RESIDENTIAL UNIT in favour of PURCHASER(S) which shall be executed and got registered after receipt of the total SALE PRICE, other dues, viz. all the statutory charges, taxes including service tax, VAT etc. and including payment of IBMS payable to PROMOTER or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from PURCHASER(S) in respect of the SAID RESIDENTIAL UNIT.
- (c) PURCHASER(S) hereby agree/s that PURCHASER(S) shall be responsible and liable to pay both VAT (under applicable act) and service tax as may be applicable on transfer and sale of the SAID RESIDENTIAL UNIT by PROMOTER to PURCHASER(S). PURCHASER(S) would also be liable to pay interest/ penalty/ loss incurred to PROMOTER on account of PURCHASER(S)' failure and/ or delay to pay VAT/ service tax and/or such other levies, statutory charges etc. within 7 (seven) days of being called upon by PROMOTER.

- (d) PURCHASER(S) further agree/s that PURCHASER(S) shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the SAID RESIDENTIAL UNIT with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (e) It is further agreed by PURCHASER(S) that PURCHASER(S) shall before obtaining the possession of the SAID RESIDENTIAL UNIT, pay the requisite amount of value added tax, service tax and any other tax (if applicable) or any other charges levied by Statutory Authorities by time to time to PROMOTER, for construction/ sale of the SAID RESIDENTIAL UNIT.
- (f) In addition to the above, PURCHASER(S) further agree/s to pay Goods and Services Tax (GST) upon effective introduction of GST in India in addition or in lieu of VAT and service tax by the Government of India as may be applicable on the transaction of transfer and sale of the SAID RESIDENTIAL UNIT by PROMOTER to PURCHASER(S).
- (g) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by PROMOTER or Maintenance Agency appointed by PROMOTER and the same shall be paid by PURCHASER(S) within the timelines as may be requested by PROMOTER or Maintenance Agency from time to time.
- (h) Monies towards the taxes may be refunded as per the scheme applicable to PROMOTER on the date of refund. PURCHASER(S) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the SAID RESIDENTIAL UNIT. PURCHASER(S) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the SAID RESIDENTIAL UNIT from the date of Offer of Possession.
- (i) PURCHASER(S) undertake/s to execute and get the Sale Deed registered within a period of 15 (fifteen) days from the date of PROMOTER intimating the same in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses for the registration of the Sale Deed. In case, PURCHASER(S) fails or neglects to get the Sale Deed registered within the date notified, physical possession of the SAID RESIDENTIAL UNIT to PURCHASER(S) may be withheld by PROMOTER and penalty if any payable under the relevant laws for delay in completion of the registration of Sale Deed shall be payable by PURCHASER(S) till the registration of the Sale Deed is completed.
- (j) PURCHASER(S) undertake/s for payment of IBMS payable to PROMOTER or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from PURCHASER(S) in respect of the SAID RESIDENTIAL UNIT.

5. **FORCE MAJEURE**

PURCHASER(S) agrees that the sale and possession of the SAID RESIDENTIAL UNIT is subject to force majeure conditions, which means any event or combination of events or circumstances beyond the control of the PROMOTER which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects PROMOTER's ability to perform obligations under this Agreement, which shall include but not limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
- (b) explosions or accidents, air crashes and shipwrecks; acts of terrorism;
- (c) circumstances or conditions, or other causes beyond the control or unforeseen by PROMOTER including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of PROMOTER or the contractor or the suppliers, external agency/ies associated with the Project;
- (d) non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;

- (e) war and hostilities of war, riots, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, governmental directions and intervention of defense authorities or any other agencies of government, prolonged failure of energy;
- (f) any legislation, order or rule or regulation made or issued by the governmental authority or court, tribunal and /or quasi judicial authority/ body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for SAID RESIDENTIAL UNIT/ COMPLEX or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the PROMOTER from complying with any or all the terms and conditions as agreed in this Agreement and any prolonged delay in approvals for commencement of Project;
- (h) Any delay on account of non-availability of infrastructure facilities such as, electricity, sewer, municipal water to be provided by the government or local authority if not caused by the neglect of PROMOTER;
- (i) any event or circumstances analogous to the foregoing.

In case of force majeure event, PROMOTER shall be entitled to a proportionate extension for delivery of possession of the SAID RESIDENTIAL UNIT, depending upon the contingency/ prevailing circumstances at that time. PROMOTER as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment/this Agreement or if the circumstances beyond the control of PROMOTER so warrant PROMOTER may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by PURCHASER(S) for the period of suspension of scheme.

6. ORGANISATION AND MAINTENANCE

6.1 Formation of Said Organisation:

- a) PURCHASER(S) hereby give irrevocable consent to become member of Said Organization as the PROMOTER may decide in its sole, absolute and unfettered discretion Said Organization in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
- b) PURCHASER(S) undertake/s to join the Said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by PROMOTER in its sole discretion for this purpose.
- c) All costs, charges, expenses whatsoever for and in respect of the formation and registration of the Said Organization shall be borne and paid by the PURCHASER(S) herein along with other purchasers of the Said Premises and PROMOTER shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the PURCHASER(S), then PROMOTER shall not be liable or responsible for any delay in the formation or registration of the Said Organization.
- d) Upon the Said Organization being formed and registered, the rights, benefits and interests of the PURCHASER(S) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement. No Objection shall be raised by the PURCHASER(S), if any changes or modifications are made in the draft bye- law of the Said Organization by PROMOTER as the case may be or as may be.
- e) An application form, declaration and other forms for the purpose of enrolling PURCHASER(S) as a member of the Said Organisation is attached herewith as ANNEXURE G, H, I, J and K which shall be executed at relevant time as may be deemed fit by PROMOTER.

6.2 Maintenance Charges

- (a) PURCHASER(S) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Project and other deposits and charges for the various services therein, as may be determined by PROMOTER or the Maintenance Agency appointed for this purpose, as the case may be.

The PURCHASER(S) shall be liable to pay 15% (fifteen percent) or 18% (eighteen percent) (as the case may be) interest on delay in payment beyond the due date.

- (b) PROMOTER reserves its rights to terminate this Agreement and forfeit monies as mentioned hereinabove on account of non-execution of the Maintenance Agreement along with outstanding interest, if any. However, PURCHASER(S) agrees/s to pay the maintenance charges and other deposits and charges to PROMOTER computed as shown in the payment schedule.
- (c) Appointment of Maintenance Agency and Maintenance Agreement:
PURCHASER(S) hereby authorize the PROMOTER or the Said Organization till the handover of the Project to the Said Organization to enter into a Maintenance Agreement with PROMOTER and/or the Said Organization any other nominee/ agency/ association (s) or other body as may be appointed/ nominated by PROMOTER from time to time at its sole discretion for the maintenance and upkeep of the COMPLEX and PURCHASER(S) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of Offer of Possession for occupation and use granted by the competent authority on pro-rata basis irrespective of whether PURCHASER(S) is in occupation of the SAID RESIDENTIAL UNIT or not and work is still going on in adjacent residential unit and infrastructure facilities including club etc. are not fully completed.
- (d) Certain infrastructure within the COMPLEX like level drainage, sewerage, approach road inside the COMPLEX including street lighting, firefighting equipment and its water supply network etc. may be common with Said Premises within the COMPLEX, the maintenance and management of which will lie in the hands of the Said Organization or any other alternative arrangement which PROMOTER finds most suitable for proper maintenance of such facilities of COMPLEX. PURCHASER(S) will be required to contribute proportionately towards contingency fund and towards maintenance expenses of Common Areas, amenities and facilities. However, PROMOTER will charge to the PURCHASER(S), from the date of notice of possession the required maintenance fee till such time the Said Organization takes over the management and maintenance of the COMPLEX. In the event of individual society/ association of residential unit owners of each residential unit is formed, PROMOTER may retain the maintenance deposit till the completion of the Project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter to the Said Organization.
- (e) The maintenance and other charges will be paid for a year in advance by PURCHASER(S) within 30 days from the receipt of demand letter from PROMOTER/Maintenance Agency. Payment will be made to PROMOTER/ Maintenance Agency and in case of failure to make payment within above mentioned days, PURCHASER(S) shall be liable to pay the penal interest calculated @18% (eighteen percent) on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then PROMOTER/Maintenance Agency shall be entitled to restrict PURCHASER(S) from the enjoyment of Common Areas, amenities and facilities. PURCHASER(S) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.
- (f) In order to secure due performance by PURCHASER(S) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, PURCHASER(S) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with PROMOTER or the Maintenance Agency, nominated by PROMOTER, an Interest Bearing Maintenance Security ("IBMS") (Non-refundable) at the rate of Rs. 150/- (Rupees One Hundred and Fifty Only) per sq. ft. of Saleable Area of SAID RESIDENTIAL UNIT carrying a simple yearly interest as per the applicable rates on fixed deposits paid by the bank/financial institution at the close of each

financial year ending on 31st March. The PURCHASER(S) shall be liable to pay 18% (eighteen percent) interest on delay in payment beyond the due date.

- (g) In case of failure of PURCHASER(S) to pay the maintenance charges or other charges on or before the due date, PURCHASER(S) in addition to permitting PROMOTER/ Maintenance Agency to deny PURCHASER(S) the Services, also authorizes PROMOTER/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance charges/bills and in case such accrued interest falls short of the amount of the default, PURCHASER(S) further authorize/s PROMOTER/ Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs.150/- (Rupees One Hundred and Fifty Only) per sq. ft. of Saleable Area of the SAID RESIDENTIAL UNIT/Said Premises, then PURCHASER(S) hereby undertake/s to make good the resultant shortfall within 15 (fifteen) days of demand by PROMOTER/ Maintenance Agency. Further, PROMOTER reserves the right to increase IBMS from time to time in keeping with the increase in the cost of Services and PURCHASER(S) agrees to pay such increases within 15 (fifteen) days of demand by PROMOTER.
- (h) PROMOTER shall, if already paid by PURCHASER(S) to PROMOTER, at its sole discretion, refund to PURCHASER(S) the amount collected in full and final settlement of IBMS. In the alternative PURCHASER(S) hereby authorize/s PROMOTER to transfer to the Maintenance Agency the IBMS, after adjusting therefrom any outstanding maintenance charges and/ or other outgoings of PURCHASER(S) at any time including upon execution of the Sale Deed. Upon execution of the Sale Deed, PROMOTER shall stand completely absolved/ discharged and all clauses dealing/concerning the IBMS of the application, allotment, this Agreement and the Sale Deed, as far as, they are applicable to PROMOTER shall cease to be valid and effective. Further PURCHASER(S) agree/s that the Maintenance Agency, upon transfer of the IBMS or in case if fresh IBMS is sought from PURCHASER(S) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS, tripartite Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc.
- (i) In addition, if deemed fit by PROMOTER or the Maintenance Agency, a sinking fund may be created for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the COMPLEX or towards any unforeseen contingency in future and PURCHASER(S) agree/s to pay towards such sinking fund in addition to the IBMS.

6.3 Maintenance of Common Areas

- (a) It is agreed between the Parties that save and except in respect of the SAID RESIDENTIAL UNIT hereby agreed to be purchased by PURCHASER(S), PURCHASER(S) shall have no claim, right, title or interest of any nature or kind whatsoever, except the right of ingress/egress over or in respect of entry and the right of user in the open spaces and all or any of the Common Areas in the COMPLEX.
- (b) The possession of the Common Areas shall remain with PROMOTER, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to any other body or agency or the Said Organization in the COMPLEX.
- (c) PURCHASER(S) shall have no right to claim partition of the Said Property and/ or Common Areas/facilities; even the SAID RESIDENTIAL UNIT is not partitionable/ severable. The possession of the Common Areas will always remain with PROMOTER and/ or its authorised nominee and is not intended to be given to PURCHASER(S) except a limited right to use subject to payment of all the charges.
- (d) PURCHASER(S) agree to pay the diesel generator (DG) charges separately as billed by the Maintenance Agency for functioning and operations of the DG sets installed in the COMPLEX.
- (e) PURCHASER(S) also agrees to pay the charges of water (portable) as billed by PROMOTER/Maintenance Agency, from time to time.

6.4 Rights of Maintenance Agency

It is in the interest of PURCHASER(S) to help the Maintenance Agency in effectively keeping the SAID RESIDENTIAL UNIT, the Said Premises and COMPLEX secured in all ways. PURCHASER(S) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. PURCHASER(S) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the COMPLEX and the Said New Buildings. The PURCHASER(S) shall not interfere in the management and day-to-day affairs of the Maintenance Agency with regard to the deployment of service staff and other decisions.

6.5 Delay/ Failure in payment of maintenance charges

PURCHASER(S) agree/s and understand/s that the right of entrance to the SAID RESIDENTIAL UNIT shall be subject to the payment of the maintenance charges and performance of all the covenants of this Agreement or as may be imposed by PROMOTER or the Maintenance Agency from time to time. PROMOTER on its sole discretion can disconnect any or all the Services & connections if maintenance and/or consumption/usage charges are not forthcoming subject to penal interests as mentioned in the Clause No. 6.2 (e) hereinabove.

The PROMOTER/Maintenance Agency will provide the statement of audited accounts to the Said Organization upon the handover of the Project to the Said Organization The Maintenance Agency may share the yearly audited expenses statement with the Said Organization, but is not obliged to do so on a monthly or quarterly basis.

6.6 Internal Maintenance

The scavenging of Common Areas will be carried out by PROMOTER /Maintenance Agency but those inside the SAID RESIDENTIAL UNIT will be carried out by PURCHASER(S) only.

7. COMPLIANCE OF LAWS

7.1 The PURCHASER(S) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. PURCHASER(S) has specifically agreed with PROMOTER that the allotment of the SAID RESIDENTIAL UNIT shall be subject to strict compliance of code of conduct and housing rules that may be determined by PROMOTER for occupation and use of the SAID RESIDENTIAL UNIT and such other conditions as per the applicable laws and further PURCHASER(S) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all purchasers. PURCHASER(S) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the SAID RESIDENTIAL UNIT and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by PURCHASER(S) alone.

7.2 Foreign Exchange Management Act (FEMA)

(a) If PURCHASER(S), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. PURCHASER(s) shall also furnish the required declaration to the PROMOTER in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / PROMOTER, the amount paid towards Sale Price will be refunded by PROMOTER as per the terms of cancellation of post allotment as mentioned in the application without any interest and the allotment cancelled forthwith and PROMOTER will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and

PURCHASER(S) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the SALE PRICE as mentioned above from the concerned authorities.

- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by PURCHASER(S).

7.3 Real Estate (Regulation of Development) Bill

It is agreed by and between the Parties that Real Estate (Regulation of Development) Act is likely come in force. If due to the Draft, there is any change in the structure of this Agreement in terms including but not restricted to amendments to Super Built-Up Area, etc., then all the recommendations which need to be incorporated shall be so incorporated in this Agreement and/ or a revised agreement will be executed and PURCHASER(S) shall have no objection to the same as long as the transaction to the SAID RESIDENTIAL UNIT applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the Agreement revision of terms or Sale Price payable on any other basis for compliance of the terms, act, bylaws of the aforesaid Draft but the total price payable for the SAID RESIDENTIAL UNIT and other terms and conditions contains herein shall remain unchanged.

7.4 Compliance of Environmental laws

PURCHASER(S) hereby agree and undertake that PURCHASER(S) shall always maintain the ecological harmony.

7.5 Compliance of Rules, Regulations and Bye-laws

- (a) PURCHASER(S) shall observe all the rules, regulations and bye-laws applicable to the allotment of the SAID RESIDENTIAL UNIT and agree/s that it will be used only as per the regulations and designs concerning to the SAID RESIDENTIAL UNIT as approved by the concerned Authorities.
- (b) The PURCHASER(S) agrees and confirms that their right, title, interest in the SAID RESIDENTIAL UNIT shall be limited to and governed by what is specified by PROMOTER
- (c) PURCHASER(S) shall be solely responsible to obtain any requisite permission, if any, from appropriate authorities for the purchase of the SAID RESIDENTIAL UNIT and PROMOTER shall not be responsible for the same. PURCHASER(S) shall keep PROMOTER informed about the status of the requisite permissions. The sale /allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and further consideration will be returned by PROMOTER as per rules without interest and the allotment/Agreement shall stand cancelled forthwith and PROMOTER will not be liable in any manner on such account. Post such cancellation PURCHASER(S) shall cease to have any right title and / or interest in the SAID RESIDENTIAL UNIT subject other provisions of this Agreement.

8. COVENANTS OF PURCHASER(S)

In addition to the other rights and obligations of PURCHASER(S) contained in this Agreement the PURCHASER(S) covenants' to be responsible and entitled for following:

8.1 Loans from Financial Institution/Bank

PURCHASER(S) may obtain finance from any financial institution/bank or any other source for purchase of the SAID RESIDENTIAL UNIT at his/her/their/its cost and responsibility. PURCHASER(S)' obligation to purchase the SAID RESIDENTIAL UNIT pursuant to this Agreement shall not be contingent on PURCHASER(S)' ability or competency to obtain such financing and PURCHASER(S) will always remain bound under this Agreement. PROMOTER shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the SAID RESIDENTIAL UNIT on any ground or revokes the loan already granted.

In case of any financing arrangement entered by the PURCHASER(S) with any financial institution with respect to the purchase of the SAID RESIDENTIAL UNIT, the PURCHASER(S) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to PROMOTER through an account payee cheque/demand draft drawn in favour “**SCLLP-REVENUE A/C _**.”

Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then PURCHASER(S) shall not make such refusal/ delay an excuse for non-payment of any Installments / dues to PROMOTER within stipulated time as per the payment plan.

8.2 Putting up Sign Board:

PURCHASER(S) undertakes that PURCHASER(S) shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the SAID RESIDENTIAL UNIT, inside the glass window or anywhere on the exterior or Common Areas or at such places, which are objectionable to PROMOTER and the Maintenance Agency. The PURCHASER(S) shall be entitled to display PURCHASER(S) name plate only at the proper place, provided for the SAID RESIDENTIAL UNIT and in the manner approved by PROMOTER.

8.3 Hazardous Chemicals / Material etc.

PURCHASER(S) shall not keep in the SAID RESIDENTIAL UNIT any goods, objects or materials which are of any hazardous, combustible, explosive, inflammable or dangerous nature or are so heavy, which may cause damage to the COMPLEX or the storing of which goods, objects or materials is objected to or prohibited by the Said Organization or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages within COMPLEX which may damage any part of the COMPLEX, and in case any damage is caused to the COMPLEX or any part thereof or to the SAID RESIDENTIAL UNIT on account of any negligence or default of the PURCHASER(S) or his/her / their/its servants, agents, contractors, workmen, employees, visitors or guests, the PURCHASER(S) alone shall be liable and responsible for all the consequences of the same, and the PURCHASER(S) shall be liable and responsible to pay the damages for the loss suffered; and

PURCHASER(S) shall always keep PROMOTER harmless and indemnified for any loss and damages in respect thereof.

8.4 Commitment:

PURCHASER(S) agree/s that PURCHASER(S) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as PROMOTER may require in the interest of COMPLEX and for safeguarding the interest of PROMOTER and / or PURCHASER(S) in the COMPLEX including in particular, the requirement of the Income Tax Act 1961. In case of joint allottee/PURCHASER(S), any document signed/accepted/acknowledged by any one of the allottee(s)/PURCHASER(S) shall be binding upon the other.

8.5 Inspection:

PURCHASER(S) undertake/s to permit PROMOTER or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the SAID RESIDENTIAL UNIT for the purpose of inspection / maintenance while performing their duty.

8.6 No Dues Certificate:

PURCHASER(S) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the SAID RESIDENTIAL UNIT, without taking 'No Dues Certificate' from PROMOTER and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

8.7 Transfer:

- (a) PURCHASER(S), cannot transfer the registration, booking or allotment of the SAID RESIDENTIAL UNIT in favour of a third party for 12 (Twelve) months from the date of allotment of the SAID RESIDENTIAL UNIT by PROMOTER. Transfer of booking may be permissible after 12 (Twelve) months subject to approval by PROMOTER, who may at its sole discretion permit the same on payment of transfer charges @ 0.75% (zero point seventy five percent) of SALE PRICE (taxes extra) for the SAID RESIDENTIAL UNIT and any other administrative charges as may be fixed by PROMOTER from time to time, submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by PROMOTER subject to clearing all the sums due and payable on the date of request.

However, PURCHASER(S) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by PROMOTER to record the transfer as mentioned hereinabove.

However, in case the transfer/addition is in favor of spouse, child, parents or siblings of PURCHASER(S), then PURCHASER(S) shall take prior written consent of PROMOTER for such transfer and the transfer may be allowed subject to payment of transfer fees of Rs.10,000/- (Rupees Ten Thousand Only) (taxes extra) which shall be paid by PURCHASER(S) to PROMOTER

- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. PURCHASER(S) hereby indemnify and keep indemnified PROMOTER against any action, loss, damage or claim arising against PROMOTER for non-payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to PROMOTER on the date of submission of the request application. PURCHASER(S) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.
- (d) It is specifically made clear to PURCHASER(S) that as understood by PROMOTER at present there are no instructions/directions of the competent authority to restrict any nomination/ transfer/ assignment of the SAID RESIDENTIAL UNIT. However, in the event of any imposition of such instructions/directions at any time after the date of this Agreement to restrict nomination/ transfer/ assignment of the SAID RESIDENTIAL UNIT by any authority or for the payment of stamp duty or any other charges through any order and by virtue of which PROMOTER need to comply with the same; PURCHASER(S) shall abide by the same.
- (e) In the event of assignment or transfer of the SAID RESIDENTIAL UNIT by the PURCHASER(S), new purchaser shall continue to pay the charges pertaining to the SAID RESIDENTIAL UNIT of whatsoever nature payable under this Agreement to PROMOTER and shall be bound with the terms and conditions of this Agreement. It is further agreed by PURCHASER(S) that PURCHASER(S) shall cause such new purchaser from time to time, sign all applications, papers and documents and do all the acts, deeds, which PROMOTER require necessary for safeguarding its interest in the COMPLEX.

8.8 Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:

- (a) If PROMOTER or Maintenance Agency decides to apply for and thereafter receives permissions from ESC and/or such other authority) in the COMPLEX then PURCHASER(S) undertakes to pay on demand to PROMOTER/Maintenance Agency, the proportionate share of all deposits and charges paid /payable to ESC as determined by PROMOTER, failing which the same shall be treated as unpaid portion and the conveyance/sale of the SAID RESIDENTIAL UNIT shall be withheld till full payment thereof is received by PROMOTER. Proportionate share of cost incurred by PROMOTER for creating infrastructure like HT feeder, EHT substation transformer, electrical panels, HT switch gear, metering panel, all HT & LT cables, other relevant equipment's and installations, cabling, wiring, cable trench, substation building, LT panel Room and/or all related civil works, etc including all relevant expenses payable to ESC or any other agency etc. shall also be

payable by PURCHASER(S) on demand. Further, in case of bulk supply of electrical energy, PURCHASER(S) agrees to abide by all the terms and conditions of the sanction including but not limited to waiver of PURCHASER's rights to apply for individual /direct electrical supply connection directly from ESC. PURCHASER(S) agrees to pay increase in the deposits, charges for bulk supply of electrical energy.

- (b) PURCHASER(S) shall plan and distribute its electrical load in conformity with the electrical systems installed by PROMOTER. PURCHASER(S) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by PROMOTER.

8.9 Common Equipments:

It is agreed and accepted by PURCHASER(S) that upon creation / incorporation of the Said Organization, the common equipment's pertaining to power back-up, etc. shall be transferred in favour of the Said Organization and that unless agreed PROMOTER / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of PROMOTER is limited to installation of the said equipment only for the first time.

8.10 Internal Maintenance and repairs

That it is understood by PURCHASER(S) that the internal maintenance and repairs of the SAID RESIDENTIAL UNIT shall always remain the responsibility of PURCHASER(S). The PURCHASER(S) shall not do or suffer or permit to be done anything in or to the COMPLEX, which may be against the rules, regulations or bye-laws of the Said Organization or the concerned government, local or public bodies or authorities or change/alter or make any addition in or to the SAID RESIDENTIAL UNIT or to any part thereof.

8.11 Installation of Air Conditioners or Heaters

PURCHASER(S) agree/s not to fix or install air conditioners or heaters in the SAID RESIDENTIAL UNIT, save and except at the places which have been specified/designated in the SAID RESIDENTIAL UNIT for the installation nor in any way disturb the external façade of the SAID RESIDENTIAL UNIT.

Installation of Window Antenna

PURCHASER(S) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the SAID RESIDENTIAL UNIT except by the prior sanction of PROMOTER / Maintenance Agency / Said Organization and at places earmarked by PROMOTER

8.12 Use as per sanctioned building plans

It is clearly understood & agreed by PURCHASER(S) that the SAID RESIDENTIAL UNIT shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. PURCHASER(S) hereby indemnifies the PROMOTER and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of PURCHASER(S) and any consequences arising therefrom shall be borne by PURCHASER(S) alone.

8.13 Applicability of Provisions

It is agreed by and between the Parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licensee, lessees and/ or subsequent purchasers/ assignees/nominees of the SAID RESIDENTIAL UNIT as the said obligation go along with the Project for all intents and purposes.

8.14 Mischief

PURCHASER(S) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the SAID RESIDENTIAL UNIT or of other occupants.

9. RIGHTS AND OBLIGATIONS OF PROMOTER

In addition to the other rights and obligations of PROMOTER contained in this Agreement the PROMOTER covenants' to be responsible and entitled for following:

9.1 Right of Allotment

The allotment of the SAID RESIDENTIAL UNIT is entirely at the discretion of PROMOTER and PROMOTER reserves its right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by PURCHASER(S).

9.2 Community Centre

- a) PROMOTER proposes to develop a Community Centre in COMPLEX, with a water body/splash pool, gymnasium and other amenities subject to the permission/ sanctions from the Statutory Authorities for the purpose of social activities and PURCHASER(S) has/have agreed to avail the facilities of Community Centre. Community Centre may be developed simultaneous to or after development of the SAID RESIDENTIAL UNIT / COMPLEX and PURCHASER(S) agree/s to pay all such other charges as may be stipulated by PROMOTER from time to time. It is also clarified that the facilities of Community Centre will be available to PURCHASER(S) and no outsider, without prior permission of PROMOTER or Maintenance Agency. Entry to Community Centre will be allowed and the facilities will be used on terms and conditions as may be stipulated by PROMOTER or Maintenance Agency from time to time.
- b) Community Centre, landscaped garden and all other open areas and other facilities and utilities as may be provided by PROMOTER in the Project shall be managed by PROMOTER or its nominee(s). PURCHASER(S) shall not interfere in the same. In all eventualities the ownership of the landscaped garden and Community Centre its building, etc. and rights in the land underneath shall continue to vest in PROMOTER till its management is handed over by PROMOTER and/ or nominee(s) to Said Organisation. PURCHASER(S) shall be entitled to have access to Club and landscaped garden as per PROMOTER's rules and regulations subject to availability and on payment of such charges as may be fixed by PROMOTER from time to time.

9.3 Transfer of Ownership

PROMOTER reserves its right to handover the Project/maintenance of the Project in whole or in parts to any other entity, such as partnership firm, body corporate(s) whether incorporated or not, association or agency etc. by way of sale/disposal or any other arrangement, as may be decided by PROMOTER in its sole discretion without any intimation, written or otherwise to PURCHASER(S) and PURCHASER(S) agrees that they shall not raise any objection in this regard.

It is agreed by the Parties that all the institutional plots within the Project are properties of the PROMOTER and will continue to vest with the PROMOTER till the time institutional plots are handed over to Statutory Authority or government body or any other agency, if required to be handed over under any direction or demand. The PROMOTER is free to develop, construct and sell the same to any third party, if permitted by law.

9.4 Abandonment

In case PROMOTER is forced to abandon the Project due to force majeure reasons, then PROMOTER shall be liable to refund the amount paid by PURCHASER(S) without any interest or compensation within 6 (six) months from the happening of such eventuality. In consequences of

PROMOTER abandoning the scheme, PROMOTER's liability shall be limited to the refund of the amount paid by PURCHASER(S) without any interest or compensation, whatsoever.

Due to any operation of law or any statutory order or otherwise as may be decided by PROMOTER, if a portion of the entire scheme or the entire scheme is discontinued or truncated, then PURCHASER(S), if affected by such discontinuation or truncation will have no right of compensation from PROMOTER. PROMOTER will, however, refund all the money received from PURCHASER(S) without any interest however, subject to deductions of taxes paid by PURCHASER(S) as per the relevant provision of the relevant act on the date of discontinuation of the scheme.

In case of more than one PURCHASER(S), the amount of refund shall be transferred in the Bank Account details provided by the PURCHASER(S) to the PROMOTER.

9.5 Lien and Charge

PROMOTER shall have the first lien and charge on the SAID RESIDENTIAL UNIT for all its dues and other sums payable by PURCHASER(S) to PROMOTER

9.6 Raising of funds:

- (a) PURCHASER(S) hereby declare/s and confirm/s that PROMOTER has prior to the execution hereof, specifically informed PURCHASER(S) that:
 - (i) PROMOTER may have an arrangement with certain financial institutions (hereinafter collectively referred to "the said Banks"), under which the said Banks would grant a line of credit to PROMOTER to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to PROMOTER by the said Banks, PROMOTER creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;
 - (ii) The title deeds relating to Said Property described in the Second Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to PROMOTER under the said line of credit arrangement; and
 - (iii) PROMOTER has prior to the execution hereof, caused the said Banks to release the SAID RESIDENTIAL UNIT from the aforesaid security created in their favour.
- (b) PROMOTER specifically reserves the right to offer and to create charge on COMPLEX (except the SAID RESIDENTIAL UNIT) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to PROMOTER and PURCHASER(S) has/have given and granted his/her/their/its specific and unqualified consent and permission to PROMOTER for doing the same. PURCHASER(S) whenever asked in support of by PROMOTER in this regard, shall give and grant to PROMOTER his/her/their/its specific, full, free and unqualified consent and permission for doing the same and strict compliance of this condition on the part of PURCHASER(S) shall be of the essence of allotment of the SAID RESIDENTIAL UNIT. Failure on the part of PURCHASER(S) to implement and comply with this essential condition will be treated as a breach of this Agreement and PROMOTER shall thereupon be entitled to cancel and terminate this Agreement.
- (c) PURCHASER(S) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by PROMOTER hereafter in this regard, and within 7 (seven) days of receiving PROMOTER's written intimation in this regard, sign, execute and give to PROMOTER and in such form as may be desired by PROMOTER any letter or other document recording his/her/their/its specific, full, free and

unqualified consent and permission for PROMOTER offering and giving Said Property and/or the other buildings and structures proposed to be constructed on Said Property by PROMOTER or any part thereof (save and except the SAID RESIDENTIAL UNIT), as security in the manner mentioned in sub-Clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of PURCHASER(S) shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by PURCHASER(S) herein, PROMOTER has entered into this Agreement.

- (d) It is made clear by PROMOTER and agreed by PURCHASER(S) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts and roof top (other than those within THE SAID RESIDENTIAL UNIT shall vest solely with PROMOTER and PROMOTER shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which PROMOTER may deem fit in its sole discretion.

9.5 Telecommunication

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the COMPLEX, it is agreed that PROMOTER shall regulate the entry of telecom agency/services in the COMPLEX.

9.6 Phase Wise Development:

PROMOTER will have the right to decide the phases of development and which block(s)/residential unit(s) to construct first. All the Residential Units may not be constructed simultaneously. Project will be completed in various construction phases and availability of few common amenities, services and Community Centre will be dependent on the construction phasing and may get ready till the last phase is completed or/and at the end of the Project. PURCHASER(S) shall not be entitled to claim any right in respect of Community Centre , landscaping garden and the land appurtenant thereto and/or any of the common facilities in the COMPLEX. PURCHASER(S) shall be entitled to use Community Centre subject to the rules, regulations/ guidelines framed by PROMOTER and/or the Said Organization as the case may be.

- 9.7 Water, Sewerage and Drainage Source: Water Supply, Sewerage and Drainage Connection would be made available from such source as may be provided or permitted by concern authority and/or authorised agency.
- 9.8 Individual Residential Unit Electrification: Internal wiring inside the SAID RESIDENTIAL UNIT shall be provided by the PROMOTER. However the PURCHASER(S) shall have to apply to DHBVNL, as the case may be, for obtaining electricity meter in his/her/their/its name at the SAID RESIDENTIAL UNIT. The PURCHASER(S) need to pay the security charges or any other charges to the authority to obtain the electricity meter. The authority may provide single point HT supply and in that case sub meter shall be arranged by the PROMOTER on chargeable basis for the SAID RESIDENTIAL UNIT as well as the Common Areas.
- 9.9 Common Areas Electrification: The PROMOTER shall pay initially the security charges or any other charges of ESC and/or such other authority to obtain the meter for Common Areas, however the same shall be paid by the PURCHASER(S) to the PROMOTER on pro rata basis depending on the area of Residential Units.
- 9.10 In the event of paucity or non-availability of any material PROMOTER may use alternative materials/ article but of similar good quality. Decision of PROMOTER on such changes shall be final.
- 9.11 Maintenance of the Residential Units and structural audit:
It is further agreed by the PURCHASER(S) that with a view to ensure the good condition of the SAID RESIDENTIAL UNIT, if the PROMOTER deem necessary, the PURCHASER(S) and the Said

Organization shall allow the PROMOTER to and the PROMOTER shall cause to have the Residential Units inspected, after 15 (fifteen) years from the date of issue of occupation certificate for Residential Units, through qualified Structural Engineer/s appointed/ nominated by the PROMOTER as detailed hereunder. In such event, the PROMOTER shall give notice of 30 (thirty) days for carrying out the structural audit of the Residential Units along with name of 2-3 qualified structural engineers of good repute, out of which one structural engineer shall be finalized and appointed by the Said Organization. The PURCHASER(S) shall cause the Said Organization to get the repair work as suggested by the qualified structural engineer. The said inspection and required repairs shall be carried out by the Said Organization at its cost through the building repairs fund/such other reserve funds of the Said Organization. Upon completion of the required repair works, the Said Organization shall submit the repairs completion report along with the structural fitness certificate to the PROMOTER. The PURCHASER(S)' hereby confirm that the said structural audit is necessary for the SAID RESIDENTIAL UNIT and hereby agree/s and undertake/s to extend his/her/their full co-operation to the PROMOTER in this regard. The PURCHASER(S) agree/s and confirm/s that necessary covenants for the aforesaid shall be mentioned in the Sale Deed at the time of conveying the SAID RESIDENTIAL UNIT in favour of the PURCHASER(S) and PURCHASER(S) have/ has no objection in this regard.

10. USES

10.1 Alteration / Demolish / Destroy of Structure:

- (a) PURCHASER(S) undertake/s that PURCHASER(S) will not alter / demolish/ destroy or cause to demolish/ destroy any the SAID VILLA or any structure of the SAID RESIDENTIAL UNIT or any addition(s) or alteration(s) of any nature in the same or in any part thereof. PURCHASER(S) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the SAID RESIDENTIAL UNIT in any form. PURCHASER(S) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of PROMOTER PURCHASER(S) shall not partly / fully remove or paint any walls of the SAID RESIDENTIAL UNIT including load bearing walls/ structure of the same, which shall remain common between PURCHASER(S) and the owners of adjacent premises.
- (b) PURCHASER(S) shall keep the portion, sewers, drains and pipes in the SAID RESIDENTIAL UNIT and appurtenances thereto in good and tenantable condition and in particular, so as to support, shelter and protect the other parts of the COMPLEX in which the SAID RESIDENTIAL UNIT is situated and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the SAID RESIDENTIAL UNIT, without the prior written permission of the Said Organization and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the SAID RESIDENTIAL UNIT will be permitted. No reimbursement or deduction in the value of the SAID RESIDENTIAL UNIT shall be considered by PROMOTER in case PURCHASER(S) desire/s (with prior written approval/consent of PROMOTER) to do some works /install some different fittings/floorings etc. on their own within the SAID RESIDENTIAL UNIT and request PROMOTER not to do such work/install fittings/ floorings etc. within the SAID RESIDENTIAL UNIT.

10.2 Blockade or Hindrance to Common Passages, Veranda or Terraces.

PURCHASER(S) shall not use the SAID RESIDENTIAL UNIT in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the COMPLEX will be used by PURCHASER(S) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. If any of the dogs / pets dirty the compound or Common Areas of the COMPLEX, PURCHASER(S) will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

10.3 Nuisance Activities

PURCHASER(S) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the COMPLEX including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

10.4 Possession of the Common Areas

PURCHASER(S) shall have no right to claim partition of the Said Property and/or Common Areas/facilities, even the SAID RESIDENTIAL UNIT is not partitionable. The possession of Common Areas will always remain with PROMOTER and/or the Maintenance Agency appointed by PROMOTER and is not intended to be given to PURCHASER(S) except a limited right to user subject to payment of all charges.

10.5 Sub-Letting of THE SAID RESIDENTIAL UNIT:

PURCHASER/S shall take a prior permission of Maintenance Agency/ PROMOTER in case of leasing the SAID RESIDENTIAL UNIT and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of this Agreement. PURCHASER(S) shall submit the copy of the leave and licence / lease agreement along with the police verification of the licensee / lessee/tenant to the Maintenance Agency / PROMOTER immediately on sub-letting of the SAID RESIDENTIAL UNIT.

- 10.6 The SAID RESIDENTIAL UNIT will be used for the purpose for which it has been allotted and no obnoxious / unauthorised / illegal use will be carried out by the occupant in the SAID RESIDENTIAL UNIT. PROMOTER and the representatives of any Government Authority shall have full authority to enter the SAID RESIDENTIAL UNIT after giving 24 hour notice to ascertain and to take action individually or jointly in case PURCHASER(S) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by government authority and to recover from PURCHASER(S) as first charge upon the Said Unit, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

11. INDEMNITY

11.1 Special, Consequential or Indirect Loss

PURCHASER(S) acknowledges that PROMOTER shall not be liable to PURCHASER(S) for any special, consequential or indirect loss arising out of this Agreement. PURCHASER(S) further indemnifies PROMOTER of any damage caused to the SAID RESIDENTIAL UNIT/COMPLEX, while performing the alteration by him/ her/ them/it or his/her/their/its deputed personnel.

11.2 Abide by Terms and Conditions

PURCHASER(S) hereby agree/s that PURCHASER(S) shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, PURCHASER(S) shall be liable for such act and if any loss is occasioned to PROMOTER, PURCHASER(S) shall indemnify PROMOTER for such loss.

PURCHASER(S) hereby undertake/s that PURCHASER(S) shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the COMPLEX.

11.3 Further Covenants

PURCHASER(S) hereby covenant/s with PROMOTER to pay from time to time and at all times, the

amounts which PURCHASER(S) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. PURCHASER(S) hereby covenant/s to keep PROMOTER and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that PROMOTER may suffer as a result of non payment, non observance or non performances of the said covenants and conditions by PURCHASER(S).

12. INSPECTION

After the possession, PURCHASER(S) shall permit PROMOTER and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the SAID RESIDENTIAL UNIT or any part thereof to inspect, view and examine the state and conditions thereof and to make good all defects, decays and repairs(at the sole cost and expenses of PURCHASER(S) and/or the Said Organization) in this behalf and also for repairing of any part of the COMPLEX and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order Services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the COMPLEX and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

In case PURCHASER(S) has/have failed to effect repairs caused due to PURCHASER(S) negligence despite dispatch of notice of one week by the PROMOTER then PROMOTER is constrained to effect repairs at its cost, in that event such cost shall be recovered from PURCHASER(S).

However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. PURCHASER(S) authorize/s PROMOTER to break open the doors/windows of the SAID RESIDENTIAL UNIT and enter into the SAID RESIDENTIAL UNIT to prevent any further damage to the other Residential Units /COMPLEX.

13. SALE DEED

13.1 Execution and registration of Sale Deed:

(a) Execution of Sale Deed:

It will be PROMOTER's endeavor to execute and register the Sale Deed ("Sale Deed") for the SAID RESIDENTIAL UNIT within the COMPLEX before handing over possession of the SAID RESIDENTIAL UNIT. The Sale Deed will be drafted by the Solicitors/Advocates of PROMOTER and shall be in such form and contain such particulars as be approved by PROMOTER. No request for any changes, whatsoever, in the Sale Deed will be entertained. Sale Deed will be executed subject to the payment by PURCHASER(S) to PROMOTER the SALES PRICE and other dues in terms of the Payment Schedule as mentioned in ANNEXURE "D" or any amount due and pending under this Agreement.

(b) Stamp Duty and Registration Charges:

The stamp duty, registration fee/ charges and other expenses payable on the execution of the Sale Deed in pursuance to this Agreement shall be borne by PURCHASER(S).

(c) Registration of Sale Deed:

In case, PURCHASER(S) fails or neglects to get the Sale Deed registered within the date notified, physical possession of the SAID RESIDENTIAL UNIT may be withheld by PROMOTER and penalty if any payable under relevant laws for delay in completion of the registration of Sale Deed will be payable by PURCHASER(S) till the registration of the Sale Deed is completed. PROMOTER shall have the right to cancel the allotment in case PURCHASER(S) fail/s to have the Sale Deed registered within 15 (fifteen) days from the date notified to PURCHASER(S). Upon such

cancellation, the amounts received from PURCHASER(S) will be refunded without any interest but after deduction of applicable charges under this Agreement.

14. DISCLAIMER FOR SHOW VILLA

14.1 Standard fittings:

PROMOTER may provide a show Residential Villa ("**Show Villa**") in the COMPLEX. PURCHASER(S) agree/s and understand/s that all the materials and fittings which are exhibited in the show Villa may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Said Villa.

14.2 Interiors:

PURCHASER(S) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the show Villa are provided only to give a vision of a furnished villa as per the advice of the interior designer. The layout of the show Villa may have been changed at some places as per the advice of the interior designer.

14.3 Dimensions:

PURCHASER(S) also agree/s and understand/s that the dimensions and the area of the SAID RESIDENTIAL UNIT, which is agreed to be constructed, shall vary from this Show Villa based on the floor, block and location of the SAID RESIDENTIAL UNIT.

15. TERMINATION

15.1 Should the PURCHASER(S) fail to perform or observe the stipulation contained herein, PROMOTER shall have the right to terminate this Agreement subject to forfeiture as mentioned in clause No. 3.4 hereinabove as the liquidated damages for such breach of contract.

16. SETTLEMENT OF DISPUTES

16.1 Mutual Discussion

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement and / or the Sale Deed 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.

16.2 Arbitration Clause

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the Parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the Parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by PROMOTER. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

17. JURISDICTION

17.1 Determination of Legal Relations

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

17.2 Court Jurisdiction

Subject to Clause No. 16.2, the jurisdictional court in Haryana alone and the Hon'ble Haryana High Court alone shall have the jurisdiction in all matters arising out of/touching and/or concerning the application and/or this Agreement and/ or the Sale Deed.

18. NOTICE

18.1 No Obligation

It is clearly agreed and understood by PURCHASER(S) that it shall not be obligatory on the part of PROMOTER to send reminders regarding the payments to be made by PURCHASER(S) as per the payment schedule as mentioned in **ANNEXURE “D”** or obligations to be performed by PURCHASER(S) under the terms and conditions of this Agreement or any further document signed by PURCHASER(S) with PROMOTER.

18.2 Communication Address

PURCHASER(S) shall get registered his/ her/ their/its communication address and email address with PROMOTER and it shall be the sole responsibility of PURCHASER(S) to inform PROMOTER about all subsequent changes, if any, in his/ her/ their/its e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by PURCHASER(S) at the time, when those should ordinarily reach such address and he/ she/they/it shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the SAID RESIDENTIAL UNIT must be mentioned clearly.

18.3 Communication Mode

PROMOTER will communicate with PURCHASER(S) mainly through emails unless PURCHASER(S) does not have e-mail address. PURCHASER(S) may communicate with PROMOTER using officially notified e-mail id. All notices/ letters of communication to be served on PURCHASER(S) as contemplated by this Agreement shall be deemed to have been duly served, if sent to any of the PURCHASER(S) in case of more than one purchaser at the postal address given by PURCHASER(S). However, any change in the address of PURCHASER(S) shall be communicated to PROMOTER through registered post within 7 (Seven) days of such change. In case there are joint purchasers all communication shall be sent by PROMOTER to purchaser whose name appears first, at the postal address given by him/her/them for mailing and which shall for all purpose be considered as served to all PURCHASERS(S) and no separate communication shall be necessary to the other named purchaser. PURCHASER(S) confirm/s that he/ she/they/it does not have any objection for PROMOTER sending communication via telephone or e-mail regarding its upcoming projects and related offers.

19. MODIFICATION IN TERMS OF THIS AGREEMENT

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the Sale Deed or shall form part thereof as deemed fit by PROMOTER PURCHASER(S) further agrees that any supplementary agreement, if executed, between PROMOTER and PURCHASER(S), shall remain the integral part of this Agreement till the time Sale Deed is executed.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of SAID LARGER PROPERTY)

SAID LARGER PROPERTY (107.85 Acres)

I) Land admeasuring 96.90 acres at Village-Raipur, Tehsil-Sohna, District-Gurgaon are as under:

Rectangle No.	Khasra No.
3	21(0-15)
4	18(0-15), 19(5-0), 20/3(1-10), 21/2(5-6), 22(8-0), 23(7-5), 24(2-11), 25(4-17)
11	4(8-0), 5(8-0)
12	1(5-16), 6/2(1-17), 10(9-19), 11(8-0), 12(7-14), 13(5-7), 14(3-4), 15(7-19), 16(8-0), 17(8-0), 18(8-0), 19(8-0), 20(8-0), 21(8-0), 22(8-0), 23/1(1-0), 24/2(3-0), 25(8-0)
13	11/2(5-8), 21(8-0)
14	10(8-0), 11(8-0), 20/1(4-0)
15	1(8-0), 2(8-0), 3(8-0), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8(8-0), 9(8-0), 10(8-0), 11(8-0), 12(8-0), 13(8-0), 14/2(4-0), 15(8-0), 16(8-0), 17(8-0), 19(8-0), 20(8-0), 21(8-0), 22(8-0)
16	5/2(4-0)
21	2min (2-11), 3(8-0), 4/2(1-0), 4/3(1-0), 8(8-0), 9(8-0), 10m(3-15), 11(6-12), 12(8-0), 13(8-0), 14(8-0), 15(8-0), 16(8-0), 17(8-0), 18/1(2-0), 18/2(6-0), 19(8-0), 20(5-8), 22(2-9), 23(7-12), 24(8-0), 25(8-0)
22	4/2(4-0), 7(8-0), 13/2(5-5), 14(8-0), 15(8-0), 16(8-0), 17(8-0), 18(8-0), 19(8-0), 20(8-0), 21(8-0), 23(8-0)
23	1/2(4-0), 2(8-0), 3(8-0), 4(8-0), 7(8-0), 8(8-0), 10(8-0), 11/1(4-0), 19(8-0), 20(8-0), 21(8-0)
27	1(8-0), 2(3-10), 3(3-19), 10(7-10), 11(2-16)
28	3(9-12), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8/1(6-9), 8/2(1-11), 9(4-2), 13/2(2-3), 14(7-13), 15/2 (1-0), 16(2-17), 13/1/2(0-7), 15/1(7-0)

II) Land admeasuring 10.95 acres at Village-Sohna, Tehsil-Sohna, District-Gurgaon are as under:

Sr. No.	Rectangle No.	Khasra Nos.
i	289	19(8-0), 22(8-0), 10m (6-17), 11(8-0), 12(8-0), 20/1(6-13)
ii	290	6(8-0), 13/2(4-2), 14(8-0), 15(8-0), 16/1(6-14)
iii	294	2(7-5)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED SEALED AND DELIVERED)
For and on behalf of the within named)
Sohna City LLP through its Constituted attorney)
Mr./Mrs./Ms. _____)
In the presence of witnesses;)

1. _____
2. _____

SIGNED SEALED AND DELIVERED)
For and on behalf of the within named)
Raheja Icon Entertainment Private Limited)
through its Authorised Signatory)
Mr./Mrs./Ms. _____)
In the presence of witnesses;)

1. _____
2. _____

SIGNED SEALED AND DELIVERED)
For and on behalf of the within named)
Raheja Developers Limited through its)
Authorised Signatory)
Mr./Mrs./Ms. _____)
In the presence of witnesses;)

1. _____
2. _____

SIGNED SEALED AND DELIVERED)
For and on behalf of the within named)
PURCHASER(S))
_____)
In the presence of witnesses;)

1. _____
2. _____

ANNEXURE “A”
PLAN OF THE SAID PROPERTY

ANNEXURE “B”

Layout PLAN/Floor Plan of the SAID RESIDENTIAL UNIT

ANNEXURE “C”
Common Areas

Detailed definition of Common Areas, Super Built-Up Area and Saleable Area

‘Common Areas’ shall mean all such parts/areas within the COMPLEX which PURCHASER(S) shall use by sharing with other occupants of COMPLEX which shall include:

- 1. Community Centre;
- 2. Swimming pool
- 3. Landscaped garden,
- 4. Children’s play park
- 5. Basketball court, tennis court
- 6. Visitor car parking on street
- 7. Security gate houses

‘Super Built-Up Area’ for calculation of the SALE PRICE shall include the following:

1. Carpet Area of the SAID VILLA	-	100%
2. Wall area	-	100%
3. Terraces at floor level	-	50%
4. Compound wall	-	33%
5. Over head water tanks	-	100%
6. Trellis	-	33%
7. Flower bed	-	33%
8. Plunge pool	-	50%
9. Top Terrace of the SAID VILLA	-	50%
10. Balance open land area of the SAID PLOT.	-	33%

Whereas the area of the SAID VILLA shall mean entire Area enclosed by its periphery walls including area under wall, columns, balconies, canopies, trellis, cupboards and lofts etc.

Super Built-Up Area of the SAID VILLA provided with exclusive open terrace/ shall also include these areas proportionately. Purchasers of the Residential Units however shall not be permitted to cover such terrace and shall use the same as open terrace only and in no other manner whatsoever.

It is further clarified that the Super Built-Up Area mentioned in the agreement is tentative and for the purpose of computing SALE PRICE in respect of THE SAID RESIDENTIAL UNIT only and that the inclusion of Common Areas within the COMPLEX for the purpose of calculating Super Built Up Area does not give any right, title or interest in Common Areas to PURCHASER(S) except the right to use the Common Areas by sharing with other occupants in the ARABELLA subject to timely payment of maintenance charges.

‘Saleable Area’ for the purpose of calculating the SALE PRICE in respect of the SAID RESIDENTIAL UNIT & facilities shall be the sum of Super Built-Up Area of the SAID VILLA, Balance open land area of the SAID PLOT (to be calculated @33%) and Super Built-Up Area of the Top Terrace area (to be calculated @50%).

Balance open land of the SAID PLOT = (Area of the SAID PLOT) – Built-Up Area of the Ground Floor of the SAID VILLA – Flower Bed Area – Compound Wall Area in layout plan/Building Plan – Plunge Pool Area

There is a provision of two car parks in each villa. Car parks outside of the SAID VILLA are only for visitors / guests.

ANNEXURE “D”
PAYMENT SCHEDULE

ANNEXURE “D1”
LIST OF CHARGES

Sr. No.	PARTICULARS	AMOUNT
1.	Maintenance charges as mentioned in this Agreement	
2.	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Deed of Conveyance, or the for Association formation charges.	
3.	Deposit for stamp duty and registration fees payable in respect of the Deed of Conveyance and in case a Condominium is formed, the stamp duty and registration fees payable in respect of the Declaration and Deed/s and other related/incidental instruments and documents.	
4.	Share money and application/entrance fee for membership of the Said Organization.	
5.	Consultant's / Retainer's fees and charges and other costs and expenses payable for finalization of the property tax etc. of Said Property.	
6.	Charges for water and electrical connection	
7.	Electrical Meter Charges	
8.	Charges/Taxes towards betterment/development of premises including amenities, etc.	
9.	Contingency Fund (interest free)	
	TOTAL	

ANNEXURE “D2”
LIST OF OUTGOINGS

1. Insurance premium payable in respect of Said Property.
2. All municipal taxes, imposition, levies and cesses imposed by the Gram Panchayat/Zilla Parishad and/or any other local authority, including the water tax and water charges, N.A. Charges to Revenue Authorities.
3. Expenses required for the day-to-day maintenance and management of the COMPLEX such as lights in the passage and Common Areas, garden, watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by PURCHASER(S) in common as aforesaid.
5. Expenses incurred for facility management including payments to third party vendors along with applicable service charges and taxes.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Contingency fund as may be determined by PROMOTER.
8. Such other expenses and outgoings as may become necessary to be recovered in the discretion of PROMOTER
9. Electricity meter charges, security deposits, electricity board/utilities for securing services, etc.
10. Cost of working and maintenance of sewage treatment plant/ Community Centre.
11. Cost of working and maintenance of gardens, R.G. areas and internal roads.
12. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
13. Transportation charges
14. Taxes/levies/statutory charges, as may be applicable from time to time.

ANNEXURE “E”

ANNEXURE “F”
PROCEDURE FOR CALCULATION – AN EXAMPLE

PROCEDURE FOR CALCULATION –AN EXAMPLE

Sale Price: Rs. ABC p.s.ft.
Construction Cost Rs. XYZ p.s.ft. out of the Sale Price of the SAID RESIDENTIAL UNIT
Date of Application:
Date of Possession:
Opening and Weighted Average Closing RBI indices

Sr. No.	Items	Weightages in Construction Cost	RBI opening indices (Date of Application)	Weighted RBI indices (Averg. of all qtrs Till date of possession)
1	Variation in Steel	15%	100	115
2	Cement	10%	100	95
3	Other Building Construction Material	40%	100	107
4	Fuel & Power	5%	100	105
5	Labour	30%	100	106

Calculation of Escalation Charges:
Formula: Weightage of the Item X {(Weightage Average of Index -Opening Index)/ Opening Index}}

Sr. No.	Items	CALCULATIONS of variation from the date of application till the date of possession	% Cost variation in construction cost
1	Variation in Steel	15 x (140-100)/100	2.25%
2	Cement	10 x (95-100)/100	-0.50%
3	Other Building Const. Material	40 x (122-100)/100	2.80%
4	Fuel & Power	5 x (120-100)/100	0.25%
5	Labour	30 x (121-100)/100	1.80%
-	-	% variation (On construction cost)	6.60%
-	-	% variation beyond 2% (Recoverable/payable from Applicant(s))	4.60%
-	-	Variation cost recoverable/payable from Applicant(s)	= XYZ*4.6% = Rs. PQR p.s.ft.

ANNEXURE – “G”

**Application for Membership of Association
(To be filled by PURCHASER(S))**

From:

To,
The Secretary,
“_____ Villa Owners Association”,
“ARABELLA”
Sohna, Gurgaon.

Sir,

I/We have entered into an agreement with Sohna City LLP to purchase the Residential Unit bearing unit No. _____, in the COMPLEX “**ARABELLA**”.

Please enroll me as a member of the “_____ Villa Owners Association”, and I/We herewith remit a sum of Rs. _____/- (Rupees _____) towards entrance fees of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of “_____ Villa Owners Association”.

Kindly keep me informed of the activities of the association from time to time.

Thanking you,

Yours faithfully

(_____)
Purchaser(s)/Member

Date :

ANNEXURE “H”
AFFIDAVIT

I/We _____
R/o _____
or M/s. _____
having its registered office at _____
_____ through its Authorised Signatory _____
do hereby affirm and declare as under:

1. That I / We have purchased a Residential Unit No. _____, comprised of Villa having a Super Built-Up Area of _____ sq. ft. on plot admeasuring _____sq ft in “**ARABELLA**” complex (“**COMPLEX**”) in Gurgaon (hereinafter referred to as “the Residential Unit), from M/s. SOHNA CITY LLP (herein referred to as ‘**Developer**’).
2. That Developer has offered to install requisite equipments in order to make available power backup in COMPLEX.
3. That I / We accept the above offer on the broad terms as envisaged herein below.
4. That I / We hereby agree to avail power backup services at the Residential Unit, to be provided by the nominated Maintenance Agency of Developer (hereinafter referred to as the ‘Maintenance Agency’).
5. That I / We do hereby affirm and declare that I / We shall use the power backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by Developer / Maintenance Agency.
6. That I / We do hereby agree, affirm and declare that I / We shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may installed by Developer/ Maintenance Agency.
7. That I / We do hereby agree and affirm that I / We shall be billed by Developer/ nominated Maintenance Agency based on metered reading and that I / We undertake to pay the same within 7 days of receipt of the said bill.
8. That I / We agree that in the event Developer installs a separate electric meter for such purpose, I / We shall have no objection to the same.
9. That I/We understand that in the event a separate electric meter is installed by Developer/Maintenance Agency, the cost of such installation / repairs / replacement shall be borne by me / us.
10. That I / We hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, Developer / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I / We shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I / We agree that the cost of reconnection shall be borne by me / us.
11. That I / We shall pay all the aforesaid charges billed to me / us and I / We shall not hold or delay the payment of bill of any difference / dispute as to the accuracy or otherwise. I/ We further agree and affirm that in the event of any difference/dispute, I / We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.

12. That I / We do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Residential Unit shall be done in conformity with the specifications and standards provided by Developer/ Maintenance Agency at costs to me / us. I / We shall be solely responsible for any accident, injury, damage to the Residential Villa and shall not hold Developer / Maintenance Agency responsible for any default or non-compliance in this regard.
13. That in the event the Residential Unit is Leased / Licensed to any other person or entity, I/We shall indemnify Developer / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid power backup services.
14. That in event the Residential Villa is Leased / Licensed to any other person or entity, I/We shall indemnify Developer / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I / We agree that in case of non-use of power backup services for a period of one month or more, I / We shall pay the minimum per KWH of my/our connected load as per the circular / guidelines issued by Developer / Maintenance Agency from time to time, provided prior intimation thereof has been given to Developer/ Maintenance Agency.
16. That I/We agree and affirm that I/We shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify Developer/ Maintenance Agency against non-compliance of the same on my / our part.

DEPONENT

VERIFICATION

Verified this _____ day of _____, 20____ that the contents of Paras 1 to 16 of the Affidavit are true and correct to my own knowledge and that nothing material has been concealed therefrom.

DEPONENT

ANNEXURE – ‘I’

**SUB : FORMATION OF ASSOCIATION OF VILLA OWNERS OF
ARABELLA, GURGAON**

Dear Sirs,

Enclosed herewith is a duly filled membership form and declaration for enrolment as member of
“ _____ Villa Owners Association”.

I/We also authorize M/s _____ and / or its
officers to process the documents / papers for formation of the association and take all appropriate steps /
action in this regard.

Thanking you,

Yours sincerely,

Name: _____

Address: _____

Encls : As above.

ANNEXURE – ‘J’
DECLARATION

I / We _____
R/o _____
or M/s. _____
having its registered office at _____
_____ through its Authorised Signatory _____
do hereby declare that we are the PURCHASER(S) / owner(s) of Residential Unit No. _____ in ,
“ARABELLA”, Gurgaon, Haryana and that we shall abide by the provisions of the Haryana Apartment
Ownership Act, 1983, the rules made thereunder or any other applicable act and the bye-laws of the
association. We further undertake to comply with the decisions of the Villa Owners’ Association taken by it
from time to time. We also undertake to pay monthly subscription / common expenses or other fund or deposit
in accordance with the decisions of the general body / board of managers of the association.

Date.....	Signature.....
Place.....	Full Name..... (In Block Letters)

ANNEXURE “K”
VILLA OWNERS ASSOCIATION

Residential Unit No. _____
Block / Tower _____,
ARABELLA,
GURGAON, HARYANA

MEMBERSHIP FORM

Detail of Property

Building: _____
Residential Unit No.: _____
Super Built-Up Area of the Villa: _____

Details of PURCHASER(S)/Allottee / Owner:

- 1. Name of PURCHASER(S)/Allottee /Owner: _____
- 2. Son / Daughter / Wife of: _____
- 3. Resident of: _____
- 4. Permanent Address: _____
- 5. Office Address: _____
- 6. Telephone:
 - a. Residence: _____
 - b. Office: _____
 - c. Mobile: _____
- 7. E – mail: _____

PARTICULARS OF TENANT, IF ANY:

- 1. Name: _____
- 2. Son / Daughter / Wife of: _____
- 3. Resident of: _____
- 4. Permanent Address: _____
- 5. Office Address: _____
- 6. Telephone:
 - a. Residence: _____
 - b. Office: _____
 - c. Mobile: _____
- 7. E – mail: _____