

AGREEMENT FOR SALE

This Agreement for Sale (hereinafter known as “Agreement”) executed on this **05th September, 2022**.

By and Between

M/s Mapsko Builders Private Limited (CIN No. U45203DL2003PTC118590), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi -110026 and its corporate office at Baani The Address, 6th Floor, No. 1, Golf Course Road, Sector-56, Gurgaon, Haryana-122011 (PAN - AADCM5296L), represented by its authorized signatory **Mr. Rishu Garg** (Aadhar No. 659508705072), authorized *vide* board resolution dated 14-05-2018 to sign and execute this Agreement or any other relevant documents and **Mr. Prem Chand Gupta S/o Sh. Hans Raj Gupta (Aadhar No. 231027087783)** authorized Vide board Resolution dated 14-05-2018 to appear, sign and get registered this agreement or any other relevant documents before Tehsildar/concerned office hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

Mrs. Jyoti Kumari (PAN-GYEPK7883K) and Aadhar no.755881631038 W/o Mr. Vishal Singh residing at **House no 73, Lohiya Nagar, Gandhi Nagar, Chandauli 232104 (Uttar Pradesh)**, (hereinafter singly/jointly, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/ LLP/ Karta and each member of the HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company/ society/ trust - its successor(s)-in-interest and permitted assign(s); as the case may be) of the **SECOND PART**.

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The 'Promoter' and 'Allottee' shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"** or as defined.

DEFINITIONS:

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise require:-

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- (b) **"Agreement"** means this Agreement for Sale executed by the Promoter and the Allottee along with all annexures, recitals, and schedules, as amended or modified by the Parties from time to time;
- (c) **"Apartment Act"** shall mean Haryana Apartment Ownership Act, 1983 (10 of 1983) and Rules framed thereunder;
- (d) **"Applicable Laws"** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (e) **"Application"** shall mean the application for the provisional allotment of an apartment in the said Project as made by the Allottee;
- (f) **"Association of Allottees"** or **"Association"** shall mean association of allottees formed by the Promoter under relevant provisions of the Haryana Apartment Act and rules made thereunder;
- (g) **"Authority"** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project;
- (h) **"Booking Amount/Earnest Money"** shall mean 10% (ten per cent) of the Total Price of the Apartment;
- (i) **"Carpet Area"** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder;
- (j) **"Common Areas"** shall have the same meaning as defined in the Rules;
- (k) **"Competent Authority"/ "Government Authority"/ "Statutory Authority"** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project and/or the apartment and the expression **"Government Authorities"/ "Competent Authorities"/ "Statutory Authorities"** shall be construed accordingly.
- (l) **"Conveyance Deed"** shall mean the deed of conveyance by which the title to the apartment shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act and Applicable Laws;
- (m) **"Declaration"** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Promoter under the Haryana Apartment Ownership Act, 1983 (hereinafter referred to as **"Apartment Ownership Act"**) with the Competent Authorities with regard to the said Project;
- (n) **"Force Majeure"** shall mean any event beyond the reasonable control of the Promoter which by itself and/or in combination with other events or circumstances cannot i) by exercise of reasonable diligence, and / or (ii) despite adoption of reasonable precautions or alternative measures, be prevented, or caused

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to have been prevented, and which impairs or otherwise adversely affects the Promoter's ability and capacity to perform its/ their obligations under this agreement, and which events and circumstances shall include, but shall not be limited to, (a) Acts of God, such as fire, (including fire resulting from explosion), lightening, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), landslides, whirlwind, exceptionally adverse weather conditions, pandemic, epidemics, famine and other epidemic quarantine and other natural disasters or deaths or disabilities; (b) mischief, explosions (including fire resulting from explosion), aircraft impact damage, radioactive contamination, ionizing radiation; (c) war and hostilities of war (whether war be declared or not), riots or civil commotion, blockade, embargo, revolution, emergency proclamation, rebellion, insurrection, terrorist or military action, nuclear blast or explosion, politically motivated sabotage; (d) delay or imposition of any adverse condition or obligation in any approval from any government authority; (e) political unrest; (f) decisions affecting the regular development of the Project; (g) the promulgation of or an amendment in any law, rule or regulation, or the issue of any injunction, or direction from any Governmental Authority(ies) / Competent Authority(ies) that restricts or prevents the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (h) non availability of steel and/or cement or other building materials (i) strike or due to dispute with construction agency employed by the Promoter, lock out etc; (j) Court orders including but not limited to the NGT, Supreme Court, Hon'ble High Court of Punjab and Haryana etc affecting the regular development of the project(k) any legislation, order or rule or regulation made or issued by the Governmental Authority(ies) / Competent Authority(ies) or any other authority; (l) by any other event/ reason of delay recognized or allowed in this regard by any Governmental Authority(ies) / Competent Authority(ies) or other authority (k) any event or circumstance similar or analogous to the foregoing.

- (o) **"Government"** means the Government of the State of Haryana;
- (p) **"Interest"** shall mean the rate of interest of the State Bank of India highest marginal cost of lending rate plus two percent or such other interest as may be specified in the Rules from time to time;
- (q) **"Limited Common Areas and Facilities"** shall have the meaning as defined in the Apartment Act;
- (r) **"Maintenance Agreement"** shall mean the maintenance agreement to be executed by the Allottee with the MSA or Promoter;
- (s) **"Maintenance Service"** shall mean maintenance of the essential services with respect to the Common Areas in the Project;
- (t) **"Maintenance Service Agency" or "MSA"** shall mean the person appointed/designated by the Promoter for providing Maintenance Service in the Project /Total Project;
- (u) **"Para"** means a para of this Agreement;
- (v) **"Reference Area"** comprises of covered areas, areas under walls, full areas of galleries and other projections whatsoever, together with proportionate undivided share in the common areas and facilities such as area under stair-cases, arrangements and installations like power, light, sewerage etc. and including all easement rights attached to the said Apartment. No calculation in this respect have been considered, a tentative area is taken for consideration, Reference Area is for reference only. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above aforesaid including easement rights and to carry out further construction in case of any change in the FAR, club, swimming pool, open spaces, parks, parking (excepting what has been allotted by this allotments) or tot-lots, public amenities, shopping centers and other facilities and amenities will be the sole ownership of the Promoter and dispose of the other assets whatever stated above at its own will and requirement.
- (w) **"Rules"** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (x) **"Schedule" or "Annexure"** means the schedule / annexure, as the case may be attached to this Agreement;

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- (y) “Section” means a section of the Act;
- (z) “State” means the state of Haryana
- (aa) “Structural Defects” shall have the meaning as ascribed to it in the Rules.

Other terms in parenthesis “ ” in the Para of this Agreement shall have the meaning as ascribed to them in the main body of the Agreement.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the land admeasuring 16.369 Acres situated at Sector 78-79, village Naurangpur in Tehsil Manesar & District Gurgaon (“Said Land”) Details of which are given in **Schedule “F”**;
- B. The Said Land is earmarked for the purpose of building a residential Group Housing Project comprising nine multistoried apartment buildings, commercial portion along with Economic weaker section units and the said project shall be known as “**MAPSKO MOUNT VILLE**” Sector 78-79, Gurgaon, Haryana (“**Total Project**”);
- C. The Promoter is in the process of developing the Group Housing Colony in 2 (Two) different phases as per information and documents submitted before Authority. The phases of the Total Project shall be as under:-
 - (i) Phase-1 of Project comprise of residential apartments (comprising of building known as Tower:- A, B, C, D, E, F, G & H. Tower A comprise of 84 apartments, Tower B comprise of 68 apartments, Tower C comprise of 100 apartments, Tower D comprise of 96 apartments, Tower E comprise of 84 apartments, Tower F comprise of 108 apartments, Tower G comprise of 120 apartments, Tower H comprise of 96 apartments, 2 Nursery School & Commercial portion along with Economic weaker section apartments (hereinafter referred to as the “**Project**”).
 - (ii) Phase-2 of project comprises of residential apartments (comprising of building known as Tower - I or any other tower or any other building with the permission/approval of the Authority.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with.
- E. The Directorate of Town & Country Planning, Haryana has granted the approval/sanction to develop the Project vide approval dated 22.04.2012 bearing license No. 38 of 2012, which was further renewed vide memo No. LC-2438/2016/18357 dated 30.08.2016; which was further renewed vide memo No. LC-2438-II-JE(VA)-2018/23345 dated 06.08.2018 (“License”); **Occupation Certificate received vide Memo no. ZP-801/JD(RD)2020/9328 dated 3rd June 2020 for Phase-I Tower Comprising of A,B,C,D,E,F,G,H (Phase 1 of the project)**
- F. The Promoter has obtained approval on the layout plan/ demarcation/zoning/site plan/building plan or any requisite approval for the Project, as the case may be, from Director Town and Country Planning, Haryana, Chandigarh.

The promoter undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act/any other laws of the state as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Haryana Government, Real Estate Regulatory Authority at Chandigarh on 23.10.2017 under the registration No. 328 of 2017 and RERA Extension No.08 of 2019;
- H. The Allottee had applied for residential apartment in the Project vide Application no. **MMV-01061** dated **31st August 2022** and has been allotted Apartment no. **1903** having Carpet Area of **863.91** square feet

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or **80.26** square meter (Reference Area **1490** Square Feet or **138.42** square meter) is for reference only, on **Eighteenth floor** in Tower no. **C** ("**Building**") along with car parking space ("**Reserved Car Parking**") and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Apartment**" more particularly described **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detail herein;
- J. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the apartment in the said Project being developed as per approved layout plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the apartment and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement;
- K. The Allottee acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to him with its full legal import and effect and the Allottee has obtained independent advice on all the aspects and features before deciding to proceed further. The draft of the Agreement was made available to the Allottee at the time of booking. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee;
- L. The Allottee has been requested and encouraged by the Promoter to satisfy himself about every detail of the Said Land and Project and the apartments developed and proposed to be constructed therein before executing this Agreement.
- M. The Allottee(s) has inspected the ownership/title record of the said Land, License, building plans, various approvals, consents and permissions including but not limited to all environmental clearances etc. granted by the competent authorities and all other information, clarifications, specifications of the Apartment and of the Project etc. sought by him with regard to all the above, documents relating to the title, competency and rights of Promoter to develop and construct the Project and all other relevant details including information relating to the price, specification of construction, facilities to be provided, specifications and location of the apartments, whether due to binding nature of any conditions/ changes that may be subsequently imposed by statutory authorities, including but not limited to, the ownership record of the said Land, limited rights accruing to the Allottee therein, the Common Areas, consequences of default and breach of this Agreement by him and also the Promoter's right to terminate the same and all other relevant/ related consequences of default by either Party to this Agreement.

The Allottee(s) confirms that he/she does not require any further investigations in this regard and that the Allottee(s) is fully satisfied in all respect particularly with the title and the competency of the Promoter to enter into this Agreement.

- N. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the apartment. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the said Project.
- O. The Promoter has informed, and the Allottee after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and the Said Land. The Promoter has clarified, and the Allottee has clearly understood, that the layout plan of the Project

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and Total Project depict various residential areas, commercial areas, other structures and facilities & amenities which are proposed to be developed in phases. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the Total Project may be modified / amended by the Promoter in accordance with the approvals received/to be received from the competent authority and other competent authorities, at any stage, as per applicable laws, to which the Allottee shall have no objection, and such changes shall be binding on both the Parties.

- P. The Allottee(s) acknowledges and declares that the Promoter has readily provided all the information, clarifications of all the laws, rules, regulations, notifications, etc., applicable to the Project as required by him and that only after satisfying himself and checking and verifying the information given by the Promoter regarding the Project, the Allottee(s) has paid the Booking Amount and is now executing this Agreement. The Allottee(s) has solely relied on his own judgment and investigation in deciding to enter into this Agreement and to purchase the Apartment.
- Q. The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard and further the Allottee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under;
- R. The Parties hereby confirm that have gone through all the terms and conditions set out in this Agreement and understood their mutual rights, duties and obligations detailed herein and that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project and Total Project;
- S. The Parties, relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- T. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment for residential usage along with Reserved Car Parking as specified in Para H.

INTERPRETATION

Unless the context otherwise requires, in this Agreement:-

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
- (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this

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- (iv) entire Agreement or specified Sections of this Agreement, as the case may be; reference to the words “include”, “including” and “in particular” shall be construed without limitation;
- (v) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
- (vi) the term “Clause” refers to the specified Clause of this Agreement;
- (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (ix) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (x) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
- (xi) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavour” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
- (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
- (xiii) in accordance with accepted conversion rates in the real estate sector, the measure of 1 (one) square foot wherever used shall be equal to 0.092903 square meter, whereas 1 (One) square meter shall be equal to 10.7639 square feet;
- (xiv) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- (xv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment for residential usage along with Reserved Car Parking as specified in Para H.
- 1.2 The Total Price for the Residential Apartment along with Reserved Car Parking based on the Carpet Area is **Rs. 93,95,000/- (Rupees Ninety Three Lac Ninety Five Thousand Only)** (“**Total Price**”) the description and break up of which is more clearly detailed in **Schedule-C** attached hereto. In addition to the Total Price, the Allottee shall be liable to pay additional charges towards maintenance of common areas and for common facilities described in **Maintenance Agreement** (“**Other Charges**”). The Allottee shall make the payment as per the payment plan (“**Payment Plan**”) set out in **Schedule**.

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Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment for residential usage along with Reserved Car Parking;
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage (as the case may be) along with Reserved Car Parking to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/modification in or imposition of new taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification:

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein in the Payment Plan attached hereto as **Schedule C**. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment for residential usage along with Reserved Car Parking includes recovery of price of land, development/construction of [not only of the Apartment] but also of the Common Areas, internal development charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas as per present applicable laws, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for residential usage along with Reserved Car Parking in the Project.
- (v) The electricity, water and sewer connection charges, security deposit (if any) & Gas pipe line security deposit (if any) shall be borne and paid by the Allottee in addition to the Total Price. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee undertakes to pay additionally to the Promoter/ Maintenance Agency on the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Apartment.
- (vi) If the permission to receive and distribute bulk supply of electricity in the Project is received by the Promoter or the maintenance agency or Association, the Allottee undertakes to abide by all the conditions of sanction of the bulk supply and to pay on demand proportionate share of deposits or charges paid or payable by the Promoter / Maintenance Agency/ Association whom permission to receive bulk supplies and distribute the same is granted. Allottee shall also be liable to pay the proportionate share of cost incurred by the feeder, EHT Substation, etc. Subject to the forgoing, the Allottee shall execute such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, Allottee agrees to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to Dakshin Haryana Bijli Vitran Nigam (“**DHBVN**”) or any other

electrical supply Promoter in his individual capacity receiving any additional load of electricity other than that being provided by Promoter/ maintenance agency.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost / charges / fees / levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

The Allottee agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any Government Authority or the competent authorities made applicable to the said Apartment / Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures, pollution control devices, effluent treatment plant, solar heating / lighting, etc., then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Allottee on proportionate basis in addition to the Total Price, as and when demanded by the Promoter.

The Allottee also agrees that if any external and/or peripheral services are provided by any Government or local authority for any bigger zone and any charge is levied therefore and / or any other additional charges are levied in any respect, the same shall also be borne and paid by the Allottee on proportionate basis in addition to the Total Price, as and when demanded by the Promoter.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 14% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. Interest will be credited from the date when the principle amount was credited in the Project designated account.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications nature of fixtures, fittings and amenities described herein at **Schedule ‘D’ and Schedule ‘E’** as the case may be, without the prior written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 In case the Promoter is required to make any additional/ specific provisions of certain specifications for and in relation to the apartment and/or for any additional features and services at the Project (including installation or make provision for alternate sources of generation/ distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/ instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the apartment as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.

- 1.8 The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC/ IDC, as the case may be, as applicable or similar charges to the extent set out herein.

In the event the Competent Authorities are not able to provide such external facilities by the time the apartment is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/ Association of Allottees. In case these external linkage facilities have to be provided by the Promoter, wherein these are not provided by the Competent Authority, wherein the trunk facility is not in close proximity with the Project or the Promoter is instructed by the Competent Authorities to provide the same, then the Allottee shall have to bear and pay these charges in proportionate basis to the Promoter, as the Promoter is not in a position to assess these charges at this point of time.

- 1.9 The Promoter shall confirm to the Carpet Area that has been allotted to the Allottee after the construction of the Building, as the case may be, is complete and the occupation certificate/part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual Interest excluding the taxes paid by the Allottee, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. If, however, in the event the increase in Carpet Area of the Apartment is more than 5% (five percent), then the Allottee may choose to either pay as per the demand raised by the Promoter towards such increase within 30 days of the demand notice being issued to the Allottee by the Promoter or cancel the allotment.

In case of cancellation of allotment under this Para, the refund of entire monies paid by the Allottee to the Promoter along with Interest will be after deducting the taxes paid by the Allottee towards the Apartment, provided the Allottee has executed and registered a Cancellation Deed for cancellation of the allotment, if required by the Promoter. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

- 1.10 Subject to Para 9.3 the Promoter agrees and acknowledges that upon execution of Conveyance Deed in favour of the Allottee, the Allottee shall have the right to the Apartment for residential usage along with Reserved Car Parking as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment for Residential usage along with right to use the Reserved Car Parking;
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees/competent authorities after duly obtaining the completion certificate for the Total Project from the competent authority. The Allottee shall not have any ownership right on the areas declared as Limited Common Areas and Facilities in the declaration filed by the Promoter under Apartment Act, and the right to use such Limited Common Area and Facilities shall be limited to allottees who have been specifically authorized to use such Limited

Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the Limited Common Areas and Facilities and dispose the same as it may deem fit;

- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Reserved Car Parking for the said Apartment shall be treated as a single indivisible unit for all purpose. The Reserved Car Parking space(s) shall be identified and allocated by the Promoter at the time of possession of Apartment subject to statutory rules and regulations.
- 1.12 The Allottee undertakes not to sell / transfer/deal with or part with possession of the Reserved Car Parking space(s) independent of the said Apartment and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking space(s) or divert the user of the said Reserved Car Parking space(s) in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the designated parking space allotted to him and not anywhere else in the Project. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Apartment under any of the provisions of this Agreement, the Reserved Car Parking space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking space(s) shall be initiated or followed by the Promoter independently that of the said Apartment in any manner whatsoever. The Allottee hereby acknowledges and agrees that the Promoter shall be entitled to shift/relocate the Reserved Car Parking space(s) to any other location in the said Project.
- 1.13 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc. charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.
- 1.14 The Allottee has paid a sum of **Rs. 9,39,500/- (Rupees Nine Lac Thirty Nine Thousand Five Hundred Only)** of which Booking Amount (Booking Amount i.e. earnest money being 10% of the total price) / thereafter, the balance amount will be considered as payment towards purchase of the flat, being part payment towards the Total Price of the Apartment for residential usage along with Reserved Car Parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for residential usage along with Reserved Car Parking as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein.

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

- 1.15 Earnest Money or the Booking Amount will be 10% (Ten Percent) of the Total Price. Booking Amount may be accepted in part know as initial payments toward the purchase of the said Apartment, until it becomes up to the 10% thereafter, becoming the Earnest Money the Allottee agrees to sign the Agreement to Sale.
- 1.16 The Allottee agrees and understands that the scope of this Agreement is limited only to the terms and conditions for the conveyance of the apartment for the Total Price herein agreed. The amount as setout hereinafter in this Agreement and payable by the Allottee in accordance with the Payment Plan in **Schedule C** is solely in consideration for the conveyance of the apartment (being an immovable property).

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2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment in favour of 'MAPSKO BUILDERS PVT LTD' payable at New Delhi. The allottee shall make payment towards the booking and all other amount through Account No. 40680527410 of State bank of India, Suncity Business Tower, Sector 54, Gurgaon, Haryana.
- 2.2 For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. In case the Allottee makes any payment by an outstation cheque, then the payment shall be deemed to have been received on the date the cheque gets credited into the bank account as designated by the Promoter. Further, the applicable bank charges for clearing of such outstation cheques shall be borne and paid by the Allottee and the Promoter shall not be responsible for the same.
- 2.3 In the event any cheque is dishonored by the bank for any reason whatsoever, the Allottee shall be liable to pay the applicable cheque dishonor (i.e. bounce) charges of Rs.500/-(Rupees Five Hundred Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonor / bouncing and/or such other charges/taxes as may be levied by the competent authorities / bank in respect of the same from time to time. The Allottee confirms payment of aforesaid charges shall be in addition to the liability of the Allottee of payment of Interest on the delayed payments as per the terms of this Agreement.
- 2.4 The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the said demand draft / cheque payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder / notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
- 2.6 The Allottee shall make the payment to the Promoter after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount shall be credited to the account of the Promoter on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16B. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS, GST, VAT and/or any other taxes as may be applicable and the Promoter shall not be under any liability/obligation to ensure the compliance of the same by the Allottee.
- 2.7 Save and except in the case of any bank/ financial institution/ entity or any other lawful source with whom any agreement has been separately executed for financing the said Apartment, if any, the Promoter shall not accept any payments on behalf of the Allottee or from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party.
- 2.8 The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the apartment and/or under this Agreement whatsoever. The Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee. However, any dispute raised between the Allottee and the Third Party will be

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resolved between themselves and the Promoter will not be responsible for any such transaction made and thus, it will be the sole responsibility of the Allottee.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment for residential usage along with Reserved Car Parking, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payment in any manner. The Allottee agrees and understands that the payments made by the Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter shall be adjusted towards the payments to be made towards Total Price.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment for residential usage along with Reserved Car Parking to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
- 5.2 The Allottee agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement, payment of installments of the Total Price and other charges shall be made by the Allottee in accordance with the Payment Plan as per demands raised by the Promoter. The Payment Plan as detailed in **Schedule C** shall be final and binding on the Allottee. Notwithstanding anything contrary contained herein, in the event of delay in payment of any installment/ amount payable by the Allottee, the Allottee shall be liable to pay Interest on the due amount for the period of delay. Such period of delay will be calculated from the due date of payment till the date of actual payment of all due amounts along with Interest by the Allottee to the Promoter.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/ website (as the case may be) regarding the project(s) where the said Apartment for residential usage along with Reserved Car Parking is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed under the applicable law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 6.3 The Allottee understands and agrees that since the Project is a part of larger Total Project, which consist of 2 (Two) phases, the Promoter will be carrying out the development of other phase in the Total Project and there will be construction activities on the Said Land in future even after completion of said Project / offer of possession of the Apartment to the Allottee. The Allottee undertakes (i) that it shall not at any time, create any hindrance / obstruction / interference in the construction and development of other phase/areas in the Total Project, and shall not object to the Promoter's development / construction or continuing with the development of the said Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities.

Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Apartment or anywhere else in the Project / other phase in the Total Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other phase of the Total Project are not completed

- 6.4 The Allottee acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee for clarifying that the Project is a part of Total Project, which consist of 2 (two) phases, and that several community and commercial facilities and amenities have been developed as part of phase(s) already developed by the Promoter or will be developed by the Promoter as part of subsequent phase, and that such facilities and amenities (i.e. facilities and amenities in the current phase and other phase of the Total Project) will be available for use to the Allottee (along with other allottees / occupants of other parts / phase of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottee (along with other allottees / occupants of the Total Project) only after completion of the respective phases in the Total Project. The use of Common Areas and other facilities and amenities in the Project and other phase of the Total Project shall be subject to the terms and conditions of this Agreement. Maintenance Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter / Maintenance Agency / Association / Association of Total Project, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.
- 6.5 The Allottee hereby further agrees that non-completion or non-operation of clubhouse, or any facility in the clubhouse or any other facilities to be developed in the Project and subsequent phase in the Total Project shall not be a ground for not taking possession of the said Apartment or withholding any payment. The Allottee further acknowledges and agrees that other phase in the Total Project and common areas, facilities, amenities in such phases will be developed by the Promoter, at its discretion, as per applicable and permissions and approvals laws. The Allottee confirms that he/she/it has booked

the said Apartment in the Project basis the common areas, facilities and amenities to be developed in the Project, and in case there is any delay in development or failure of development of future phase in the Total Project (including common areas, facilities and amenities in such future phases), the Allottee shall not make and claim, demand, etc., on the Promoter in this regard.

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

- 7.1 Schedule for possession of the said Apartment for residential usage – The Promoter agrees and understands that timely delivery of possession of the Apartment for residential usage along with Reserved Car Parking to the Allottee(s) and the Common Areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.
- 7.2 The Promoter shall notify the Allottee in writing to assume possession of the apartment (Notice of possession) upon the receipt of the Total Price and other charges/amounts as per the Payment Plan opted by the Allottee. If, however, offer of possession is delayed by reason of any Force Majeure events or any other cause beyond the control of or not attributable exclusively to the Promoter, then the Promoter shall be entitled to the extension of time in handing over of possession of the Apartment for residential usage.
- 7.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to handover possession due to Force Majeure Events, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money to the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.4 Procedure for taking possession of the Apartment- The Promoter, shall notify the Allottee in writing to assume possession of the apartment (Notice of possession) upon the receipt of the Total Price and other charges/amounts as per the Payment Plan opted by the Allottee. The Allottee shall clear all his/her/their dues within the time specified in the offer of possession and take over possession of the Apartment. The execution of title documents including possession letter, conveyance deed in favour of the Allottee shall be subject to receipt of the Total Price and all other charges / amounts from the Allottee as detailed in this Agreement. The Allottee shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.
- 7.5 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Building/ Project along with Reserved Car Parking at the time of conveyance of the same. The Allottee(s), agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/Association of Allottees/competent authority, as the case may be, from the date of offer of possession.
- 7.6 Failure of Allottee to take Possession of Apartment for residential usage– Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment for residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment for Residential to the Allottee as per terms and condition of the Agreement.
- In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay (i)maintenance charges, and (ii) holding charges.
- 7.7 Possession by the Allottee – After obtaining the completion certificate for the Total Project, the Promoter shall hand over the Common Areas to the Association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Apartment and terminate this Agreement in respect of the said Apartment and forfeit the (i)Booking Amount being 10% of the total price, (ii) interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) (iii) taxes paid by the Allottee and (iv) brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to the Broker ” (in case the booking is made by the Allottee through Broker). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of this Agreement, if required by the Promoter.

- 7.9 Compensation - The Promoter shall compensate the Allottee in case of any actual loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure Condition, if the Promoter fails to complete or is unable to give possession of the Apartment for residential usage along with Reserved Car Parking.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment for residential usage, with Interest in the manner as provided under the Act within 90 (ninety) days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 8.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be as well as for the Apartment for residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Apartment for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;
- (iv) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (v) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land,

including the Project and the said Apartment for residential Usage which will, in any manner, affect the rights of the Allottee(s) under this Agreement;

- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage along with Reserved Car Parking to the Allottee(s). The Common Areas will be handed over to the Association of Allottees or the competent authority, as the case may be, after the completion of the Total Project and grant of completion certificate for the Total Project;
- (viii) The Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever,

payable with respect to the said project to the competent authorities till the offer of possession of Apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.
- (xi) The Promoter has the legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard. The Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure Conditions and the extension of the time in pursuance thereof for the Developer's / Promoter's obligation the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to offer possession of the developed Apartment for residential usage along with Reserved Car Parking to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the authority.
For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment for residential usage shall be in a habitable condition which is complete with respect to the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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- (i) Subject to serving a written notice of 90 days to Promoter to rectify such default, stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any Interest for the period of such delay, or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with Interest after adjusting the taxes paid by the Allottee within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, Interest, for every month of delay till the handing over of the possession of the Apartment for residential usage along with Reserved Car Parking, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee shall be liable to pay Interest to the Promoter on the unpaid amount in terms of Para 5;

9.4 In case of default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment for residential usage along with Reserved Car Parking in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the (i) Booking Amount (being 10% of the total price), (ii) Interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) (iii) taxes paid by the Allottee and (iv) brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to the Broker (in case the booking is made by the Allottee through Broker). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90(ninety) days of such cancellation provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of this Agreement if required by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

9.5 If, (a) the allotment of the apartment has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the apartment, and refund the money paid to him by the Allottee by forfeiting (i) Booking Amount (being 10% of the total price), (ii) Interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) (iii) taxes paid by the Allottee and (iv) brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to the Broker (in case the booking is made by the Allottee through Broker). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of this Agreement if required by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10 CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, on receipt of Total Price of Apartment for residential usage along with Reserved Car Parking, shall execute a conveyance deed in favour of Allottee(s) preferably within 3 (three) months but not later than 6 (six) months from possession. However, payment of the stamp duty and registration

charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the Conveyance Deed.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017.

- 10.2 The Allottee agrees to sign, execute and deliver the definitive documents including but not limited to this Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or the registered Association of Allottees for the maintenance and upkeep of the Project, as and when required along with declarations and undertakings contained therein. The Allottee accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Apartment.
- 10.3 However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty and registration charges are paid by the Allottee to the Promoter. In case of any delay in payment of the stamp duty and/or registration charges, other ancillary charges by the Allottee, the Allottee shall be liable to pay enhanced stamp duty, registration fee and other charges including interest and penalty etc.
- 10.4 The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.
- 10.5 The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed.
- 10.6 The Allottee hereby further agrees that the non- completion or non- operation of the Club or any facilities thereof at the time of offer of possession shall not be a ground for not taking the possession of the said Apartment by the Allottee. The Allottee further agrees that the Promoter is free and competent to transfer the said Club, as a whole or in parts, to any third-party buyer as the Promoter may in its sole discretion deem fit and proper.
- 10.7 The Promoter or such third-party buyer shall be entitled to operate and manage the said Club or part thereof, by itself or by appointing any operator.

11 MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

- 11.1 The Promoter shall have the right to appoint a maintenance agency ("**Maintenance Agency**") which shall be responsible to provide and maintain essential services in the Project till the handing over of the possession to the allottees. Every endeavor shall be made immediately thereafter to hand over the project for maintenance to the Association of Allottees or competent authority, as the case may be. The cost of such maintenance until the offer of possession of the said Apartment to the Allottee, has been included in the Total Price of the Apartment for Residential usage and thereafter the Allottee shall be liable to pay the maintenance and other charges in respect of the Apartment at the rates prescribed by the said Maintenance Agency.
- 11.2 The Allottee shall be liable to pay to the Maintenance Agency maintenance charges for every year in advance. The charges for any exclusive Maintenance Services, as may be specially required and provided to the Allottee, shall be billed and payable by the Allottee alone.
- 11.3 In case, the Allottee/ Association of Allottees fails to take possession of the said Common Areas / essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter or the Maintenance Agency appointed by the Promoter has right to recover applicable maintenance charges and other charges (as set out in the Maintenance Agreement) for the period it continues to provide the maintenance services.

- 11.4 In addition to the maintenance charges, the Allottee shall pay to the Promoter / Maintenance Agency or the competent authorities, as may be required, the monthly electricity charges as per the bills raised on the basis of actual consumption based on the readings of meter installed for the said Apartment, charges for water consumption and any other utility charges as may be applicable.
- 11.5 The Allottee(s) agrees to execute a separate maintenance agreement detailing the terms and conditions for maintenance of Common Areas and Facilities of the Project with the Promoter/its nominated Maintenance Agency at the time of possession of the said Apartment. Execution of the maintenance agreement shall be a condition precedent for handing over possession of apartment by the Promoter and also for executing the Conveyance Deed of the apartment.
- 11.6 That as and when any plant & machinery within the Project including DG sets, electric sub-stations, firefighting equipment, any other plant and equipment of capital nature etc. require replacement, up-gradation, additions etc., the cost thereof shall be contributed by all the allottees in the Project, as the case may be, on proportionate basis. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- 11.7 In addition to the above, the other terms and conditions relating to maintenance services, use of Common Areas and Club facilities and maintenance, sinking fund, maintenance charges, shall be as set out in the Maintenance Agreement to be executed by the Allottee.
- 11.8 The Promoter shall provide power back up facility to the Apartment subject to timely payment of maintenance charges, and other utility usage / consumption charges including water, electricity etc. The power backup for each Apartment shall be made available through DG set after accounting an overall suitable diversity of 60% within the entire Project, ownership of which shall vest with the Promoter /its nominee (including Maintenance Agency). It is, however accepted by the Allottee that for additional, load increase requirement, the capital as well as running cost, intimated by the Promoter from time to time, shall be borne by the Allottee. Further, the said power back facility is an additional feature and the Allottee shall not claim any loss/damage, whether direct and consequential, from Promoter in the event of default of the part of Promoter / maintenance agency / Association providing the same or continue to provide same. In the event the Allottee requires any further power backup for appliances/equipment, the Allottee at its own cost and risk may install appropriate stabilizers/uninterrupted power supply units within the Apartment. The said power backup facility shall be usage based and the Allottee shall regularly pay proportionate share of costs, charges, expenses etc. Incurred by the Maintenance agency in providing the same. The Allottee accepts that it shall not claim damage/loss whether direct or consequential from the Promoter /maintenance agency / Association or body providing the same in the event of low voltage, low frequency, inconsistent or non- availability of the same for reasons beyond the control of the Promoter / maintenance agency/ Association or any other body providing the same.

12 DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect (as defined in the Rules) or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development of the Project is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/design.

- 12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party / Person (for example lifts, ac, wardrobes, fans, lights, etc.), and the warranty and guarantee provided by the respective third party / Person in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Apartment and/or Project by any third party / Person.
- 12.3 The Allottee also agrees that for several products, equipment's, machines etc., provided in the Project including DG Sets, lifts, etc., require proper annual maintenance, and the Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

- 13.1 The Promoter/ Maintenance Agency/ Association of Allottees/ competent authority shall have rights of access of Common Areas, parking spaces and other areas in the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/ or Maintenance Agency/ competent authority to enter into the Apartment for residential usage after giving due notice and entering the said Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14 USAGE:

- 14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Project, shall be earmarked for purposes such as parking spaces, limited common areas and facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services. The use of the said Apartment, basement and service areas and Common Areas in the Project by the Allottee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter / Maintenance Agency / Association of Allottees for occupation/usage of the same. Further, the Promoter/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Project.
- 14.2 The Allottee shall use / cause to be used the said Apartment only for residential purposes in and subject to terms and conditions of allotment as under this Agreement and any change in the specified usage which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement and the Allottee shall be solely responsible in respect of any penal action, damages or loss due to misuse/any other use than the permitted use as under this Agreement. The Allottee shall indemnify and keep the Promoter /Maintenance Agency harmless in respect thereof.
- 14.3 The Allottee shall comply with the applicable laws including but not limited to such other rules/regulations/notifications made there under, and approval and permissions in respect of the Said Land and the Project.
- 14.4 The Allottee shall not use or permit use of the said Apartment for carrying out objectionable trade or use the same for immoral or illegal purposes or in any manner which may or is likely to cause nuisance or annoyance to buyers / occupiers of other apartments or which may interfere with the peaceful possession and occupation of other owners / occupants.

- 14.5 The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Apartment and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee due to lift or some other events, on account of any lapses / failure / shortcomings on part of the Allottee/its employees/workers/staff/visitors etc. Further, the Allottee shall indemnify and keep harmless the Promoter / Maintenance Agency against all claims or liabilities in respect of the same.

14.6 CLUB AND MEMBERSHIP FEE:-

- (i) In accordance with the development plan of the Project, the Promoter proposes to develop club / community building (“**Club**”) for recreational purposes. The Allottee(s) understands that the Club may be developed either simultaneous with or after development of the Apartments of the Project. The Club membership fee payable by the Allottee is included in the Total Price.
- (ii) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors effecting the running, maintenance and upkeep of the Club, the maintenance and other outgoings charges shall be prescribed by the Promoter / Maintenance Agency / Association from time to time which shall be payable by the Allottee along with and as part of the Maintenance Charges. The Allottee agrees to abide by the rules and regulations formulated by them for proper management of the Club.
- (iii) The Club is distinct and independent from any other recreational and sporting activities and any other activity / amenity / facilities of general nature that may be provided by the Promoter in the Project. The right of usage of Club is limited to the allottees and the occupants of the Project claiming under them and their dependents only. The Promoter / Management Agency may formulate, at the Promoter’s sole discretion, appropriate management structure and policies, rules and regulations for the said Club and upon intimation of the formalities to be complied with by the Promoter, the Allottee(s) shall fulfill the same without raising any objections.
- (iv) The Allottee(s) understands that the Club in the said Project is an earmarked area where various musical events, tournaments, get together, lighting arrangements, festival celebrations etc. can be organized/permitted by the nominated management agency / Promoter. The Catering services provided by the Club will be mandatory to be used by the Club Members along with the other occupants in the Complex, Organizing such events in the Banquet Hall or at the open area in the said project. In this context the Allottee(s) agrees not to raise any objections/disputes to any activities in the Club including but not limited to any lightning arrangements, music arrangement, parties, get together, tournaments and other activities of the Club which may be carried out / organized / permitted by the Promoter / Maintenance Agency or by the Association of Allottee(s).
- (v) The Allottee(s) further understands and agree that Club and the facilities / utilities therein may be developed at the discretion of the Promoter and the same may be developed, operated and maintained by separate entity/agencies nominated by the Promoter for this purpose. Further, the Allottee(s) understands and agrees that for availing the said facilities/utilities/services and/or amenities the Allottee(s) shall pay requisite usage charges and sign and execute necessary document as may be required for use of such facilities/utilities/services and/or amenities.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for residential usage along with Reserved Car Parking at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment for residential usage along with Reserved Car Parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws

or rules of any authority or change or alter or make additions to the Apartment for residential usage along with Reserved Car Parking and keep the Apartment for residential usage along with Reserved Car Parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee/ Association of Allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, Buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of Allottees shall not store any goods which are hazardous or combustible or obnoxious in nature or prohibited under law in the Apartment and Reserved Car Parking or place any heavy material in the common passages or staircase of the Building. The Allottees/ Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment for Residential/ usage and Reserved Car Parking, as the case may be.
- 15.3 The Allottee/ Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/ or Maintenance Agency appointed by Association of Allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 Upon handing over possession of the Apartment, the Allottee(s) shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation attached to the Apartment. The Allottee shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment or any part thereof.
- 15.5 The Allottee specifically agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand, Government rates, tax, municipal tax, property tax, wealth tax, fees, charges, taxes of all and any kind by whatever name called levied now or leviable in future on the said Land and/or Project or the Apartment, as the case may be, as assessable/applicable from the date of offer of possession of the Apartment to the Allottee(s) and the same shall be borne and paid by the Allottee(s) on proportionate basis. If the Apartment is assessed separately the Allottee shall pay directly to the competent authority and if the Apartment is not assessed separately then the same shall be paid on proportionate basis.
- 15.6 The Allottee shall not make any noise pollution by use of loudspeaker or otherwise or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project, save and except at areas and places specifically earmarked for these purposes.
- 15.7 The Project shall always be known as ***“Mapsko Mount Ville”*** and this name shall never be changed by the Allottee or Association of Allottee or any other person claiming under or through them.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 16.1 The Parties are entering into this Agreement for the allotment of a Apartment for Residential/ usage along with Reserved Car Parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.

17 ADDITIONAL CONSTRUCTIONS:

- 17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.
- 17.2 The Allottee agrees that in case the development norms like Floor Space Index (FSI)/Floor Area Ratio (FAR), density, etc. of the Project is increased by the Government and/or Transferable Development Rights (TDR) is permissible,

then the Promoter shall have the right either to make additional construction or additional floor and make variation in the existing layout plan/area in accordance with applicable law. The Allottee further agrees that the Promoter shall be solely entitled to the benefits and utilization of such increased / additional FSI, FAR and TDR as the case may be, in the said Project or in any other project and/or monetization of the same.

- 17.3 The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no objection to any of such additional construction activities carried on the Building/Apartment of the Project, provided the specifications and size of the Apartment shall not undergo a change. In case the Apartment allotted to the Allottee is the top most floor of the Building as per the present sanctioned building plans, the Allottee agrees and understands that subsequent to any additional construction of upper floors as permissible by the authorities, subject to the provisions of the Act, the Apartment shall no longer remain the top most floor of the building.
- 17.4 That the Allottee further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Promoter as per the Act, Rules and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 18.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and Reserved Car Parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment for residential usage and Reserved Car Parking.
- 18.2 Notwithstanding the above the Promoter shall have the right and authority to raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Project / said Land or part thereof subject to the condition that the said Apartment shall be free from such charge/mortgage all encumbrances at the time of execution of conveyance deed in favour of the Allottee.

19 APARTMENT OWNERSHIP ACT OF HARYANA:

- 19.1 The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

- (A) License No. 38 of 2012 granted by Director of Town & Country Planning;
- (B) Approved Building Plans
- (C) Environmental Clearance;
- (D) NOC from Airport Authority;

PROMOTER(S)

BUYER(S)

- (E) NOC under Aravalli Notification
- (f) Registration Certificate under the Act;

20 BINDING EFFECT:

- 20.1 By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State. Further, the Allottee shall appear for the registration at the time of registration before the concerned sub- registrar, Manesar, District- Gurugram, Haryana, as and when intimated by the Promoter.
- 20.2 If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any Interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit 10 (ten) percent of Booking Amount.
- 20.3 In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form/ Allotment Letter, including (but not limited to) making payment of all due amounts as per the Payment Plan (and applicable interest thereon, if any), the Allottee shall be deemed to be in default and the Promoter shall be entitled to forfeit the (i) Booking Amount (being 10% of the total price), (ii) Interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) (iii) taxes paid by the Allottee and (iv) brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to the Broker (in case the booking is made by the Allottee through Broker). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90(ninety) days of such cancellation provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of this Agreement if required by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination
- 20.4 Upon such cancellation, the Allotment Letter/ Agreement for the apartment shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the apartment, save and except the right to the receive the refund amount. In such case the payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the delayed interest charges shall not be refunded upon such cancellation/ termination. In the event, the amounts paid by the Allottee towards Total Price is less than the Earnest Money (being 10% of the Total Price), the Allottee shall be liable and agrees to pay to the Promoter the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the Applicable Law.

21 ENTIRE AGREEMENT:

- 21.1 This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said residential Apartment and Reserved Car Parking.

PROMOTER(S)

BUYER(S)

22 RIGHT TO AMEND:

- 22.1 This Agreement may only be amended through written consent of the Parties concerned in said Agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties and the Allottee shall extend full co-operation in respect of the same.

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

- 23.1 The Allottee may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/ body corporate in its place in respect of the said Apartment, as may be permitted by the Promoter subject to:
- (i) Receipt of written request from the Allottee;
 - (ii) clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
 - (iii) Payment of the administrative charges by the Allottee as prescribed or as may be revised from time to time along with the applicable taxes;
 - (iv) Signing/execution by the Allottee of such documents/applications as may be required by the Promoter;
 - (v) The Allottee obtaining no objection certificate / letter from the Promoter and/or Maintenance Agency, as the case may be;
 - (vi) the assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter; and
 - (vii) In case the transferor has secured any finance/loan against the Apartment from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.
- 23.2 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment for residential usage and Reserved Car Parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment for Residential other usage and Reserved Car Parking in case of a transfer, as the said obligations go along with the Apartment for residential usage and Reserved Car Parking for all intents and purposes.

24 WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule C] including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25 SEVERABILITY:

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

PROMOTER(S)

BUYER(S)

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

- 26.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the [Apartment] bears to the total Carpet Area of all the [Apartments] in the Project.

27 INDEMNITY

- 27.1 The Allottee shall abide by the terms of approvals and permissions in respect of the said Apartment / said Project / said Land, as well as all applicable laws in respect of the same. The Allottee shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of / breach of applicable laws of the competent authorities by the Allottee.
- 27.2 The Allottee shall indemnify and hold harmless the Promoter from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee under this Agreement or due to any misrepresentation / concealment / suppression of material facts made by the Allottee to the Promoter. Any claim so made shall be paid forthwith by the Allottee to the Promoter without any delay. In the event of failure of payment of such damages / compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts deposited by the Allottee with the Promoter under the terms of this Agreement.

28 RAISING OF FINANCE BY THE ALLOTTEE

- 28.1 The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee opts for a loan arrangement with any bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, for the purposes of purchase of the said Apartment. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee shall not hold the Promoter responsible for same or shall not take such refusal as an excuse for non-payment of further installments/dues.
- 28.2 In case the Buyer wishes to avail of a loan facility from banks / financial institution / Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source to facilitate purchase of the said Apartment, the Promoter shall not have any responsibility to provide finance facility and also subject to the following:
- (i) the terms of the bank / financing institution financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source shall exclusively be binding and applicable upon the Allottee only; and
 - (ii) the responsibility of getting the loan sanctioned and disbursed as per the Payment Plan opted by the Allottee will rest exclusively on the Allottee. In the event of the loan not being sanctioned or sanctioned but disbursement getting delayed, the payment to the Promoter as per the Payment Plat opted by the Allottee, shall be ensured by the Allottee at its risk and cost.
- 28.3 Any loan facility from bank / financial institution / Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source availed by the Allottee in respect of the said Apartment shall be subject to the terms and conditions as imposed by the Promoter and / or bank /

financial institution/Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

- 28.4 The Allottee understands and agrees that the Promoter shall always have the first lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee and the title documents in favour of the Allottee shall be executed only upon the Promoter receiving a no objection certificate from such bank/financial institution/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source from which the Allottee has opted for such loan / finance arrangement.
- 28.5 The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project/ said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price / other amounts / charges payable in respect of the said Apartment or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.
- 28.6 Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source from whom the Allottee has raised loan/ finance for purchase of the apartment. In cases of any such refund being made by the Promoter directly to the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the apartment against the Allottee as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source and no other claim, monetary or otherwise shall lie against the Promoter and the apartment.

29 INSURANCE OF THE BUILDING:

- 29.1 The structure of the Building may be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Promoter or the Maintenance Agency on behalf of the Allottee, but contents inside each Apartment shall be insured by the Allottee at his/her/its own cost. The cost of ensuring the Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same as per the demands raised by the Maintenance Agency. The Allottee shall not do or permit to be done any act or thing which may render void or avoidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

30 FURTHER ASSURANCES:

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

31 PLACE OF EXECUTION:

- 31.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee,

PROMOTER(S)

BUYER(S)

in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Manesar, District-Gurgaon, Haryana. Hence this Agreement shall be deemed to have been executed at Gurgaon.

32 NOTICES:

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

Mrs. Jyoti Kumari

House no 73, Lohiya Nagar, Gandhi Nagar, Chandauli 232104 (Uttar Pradesh) (Allottee Address)

S_vishal1432004@yahoo.co.in (E-mail)

TO PROMOTER

M/s. MAPSKO BUILDERS PVT. LTD. s

6th Floor, Baani The Address,

Golf Course Road, Sector-56,

Gurgaon, Haryana -122011.

info@mapskogroup.com

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

33 JOINT ALLOTTEES:

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

34 SAVINGS:

- 34.1 The application letter, allotment letter, agreement/document signed by the allottee, in respect of the Apartment, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the Regulations and the Applicable Law.

35 STAMP DUTY AND REGISTRATION CHARGES

The cost of stamp duty, registration charges, other incidental charges, all taxes, cess, duties etc. in respect of this Agreement, Conveyance Deed, Cancellation Deed or any other document to be executed in respect of the said Apartment / Common Areas will be borne and paid by the Allottee in addition to Total Price for the said Apartment and other costs and charges payable under this Agreement, within the timelines specified in the offer of possession / call notice given by the Promoter to the Allottee in this regard.

36 GOVERNING LAW:

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

37 DISPUTE RESOLUTION:

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

38 CONFIDENTIALITY

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

39 BROKERAGE PAYABLES BY ALLOTTEE

In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the apartment ("**Broker**"), the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage, fee by whatever name called shall be deductible from the amount of Total Price agreed to be payable towards the apartment. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Allottee.

40 COPIES OF THE AGREEMENT

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

PROMOTER(S)

BUYER(S)

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurgaon in the presence of attesting witness.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature _____
Name **Mrs. Jyoti Kumari**
Address **House no 73, Lohiya Nagar, Gandhi Nagar, Chandauli 232104 (Uttar Pradesh)**

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

- (1) Signature (Authorised Signatory) _____
Name **Mr. Rishu Garg**
Address: **Flat No. 102, Tower-12, Orchid Petals, Sector-49, Sohna Road, Gurugram-122018 (Haryana)**

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

PROMOTER(S)

BUYER(S)

SCHEDULE 'A'-PLEASE INSERT DESCRIPTION OF THE APARTMENT FOR
RESIDENTIAL USAGE AND RESERVED CAR PARKING.

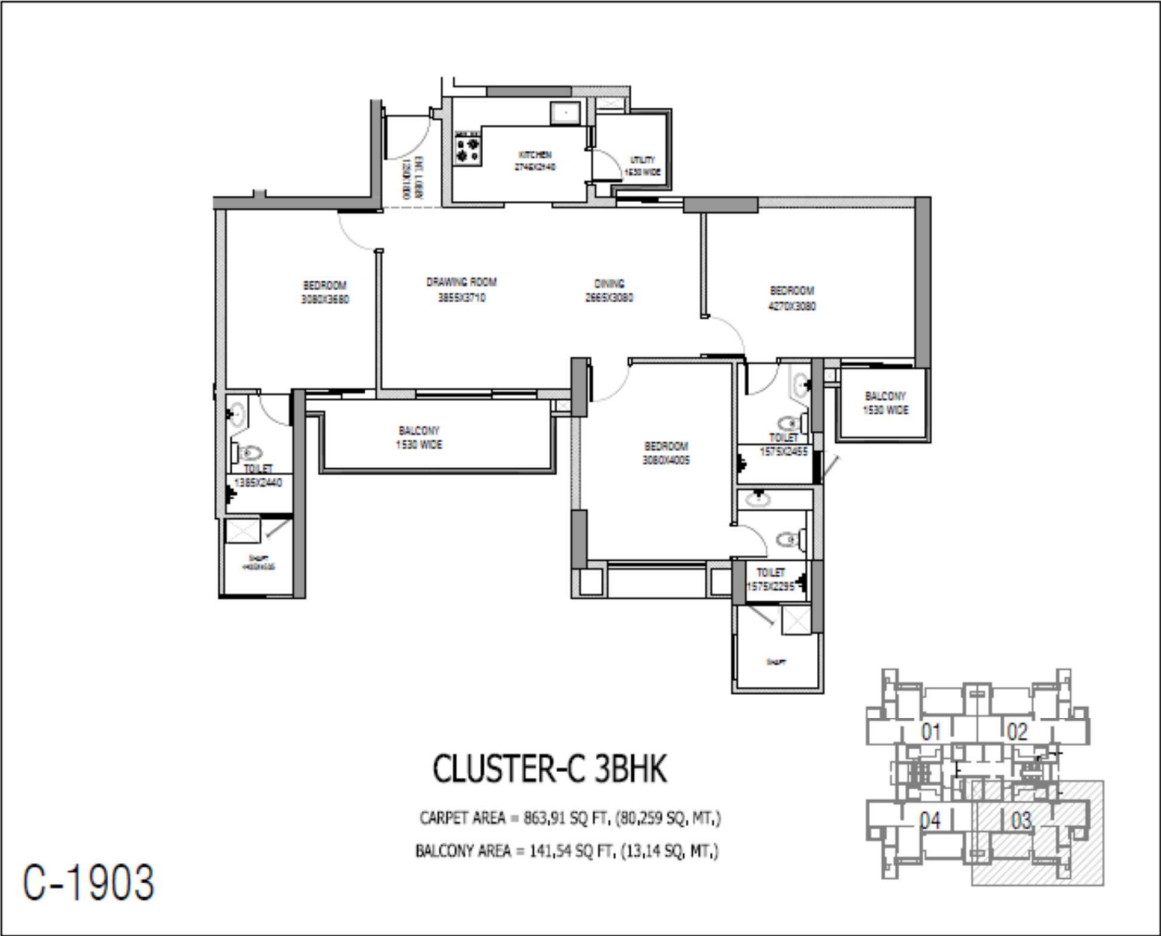
1. Apartment No. : **1903**
2. Tower No. : **C**
3. Size : Reference Area : **1490** Sq. Ft. or **138.42** square meter

Carpet Area : **863.91** Sq. Ft. or **80.26** square meter

4. Floor No. : **Eighteenth** Floor
5. Type : Residential Apartment

6. Number of Reserved Car Parking :

Open	Covered (Basement)
N/A	One



**SCHEDULE 'C'-
PAYMENT PLAN**

Customer Name	Mrs. Jyoti Kumari
Co-Applicant Name(s)	
Project	MAPSKO MOUNT VILLE
Unit No.	C-1903
Unit Area	1490
Reference Area	1490 Sq. Ft. or 138.42 square meter
Carpet Area	863.91 Sq. Ft. or 80.26 square meter

Description of Total Price

Charge Type	Value	Total Amount
Basic	93,95,000.00	93,95,000.00
Total (Rs.)	93,95,000.00	93,95,000.00

PAYMENT PLAN

Stage	Description	Amount	Total
At the time of Booking	Basic	9,39,500.00	9,39,500.00
Within 30 days of Booking	Basic	84,55,500.00	84,55,500.00
Total		93,95,000.00	93,95,000.00

Note: T.S.P includes EDC & IDC, one covered car parking (right to use), meter charges, club membership, gas pipe line charges

GST Identification No.:
06AADCM5296L1Z0

PROMOTER(S)

BUYER(S)

SCHEDULE 'D'

Specifications, Amenities, Facilities (Which are part of the apartment for residential usage)

Air Conditioning	Split AC's of Daikin in all Bedrooms and Living room
LIVING, DINING & LOBBY/PASSAGE	
Floor Walls	Imported marble Zip Plast with Plastic paint with pleasing shades
BEDROOMS Floor Walls Fitting / Fixtures	Premium Quality Laminated Wooden Flooring in all Bedrooms. Zip Plast with Plastic paint with pleasing shades Wardrobes in all Bedrooms
BALCONIES	
Floor Walls	Terrazzo / Ceramic Tiles Permanent Paint Finish
KITCHEN	
Walls Floor Counter Fittings / Fixtures	Ceramic Tiles up to 2 feet above counter & Plastic paint in balance area Antiskid Ceramic Tiles Granite <ul style="list-style-type: none"> • Modular Kitchen with Chimney and hob, • Gas Pipeline, • Cp fittings of Kohler • SS Single bowl Sink with drain board.
TOILETS (Except Servant's Toilet)	
Walls Floor Counter Fittings/Fixtures	Ceramic tiles till 7'0" height Antiskid Ceramic Tiles Granite Mirror, Cp fittings of Kohler, WC & Wash Basin of Kohler
SERVANT ROOM	
Floor Walls	Terrazzo / Ceramic Tiles Acrylic Emulsion paint.
DOORS	
Internal Entrance Door External Doors & Windows	Seasoned Hardwood frames with moulded skin shutters Teak Veneered & Polished shutter UPVC of Deceuninck
ELECTRICAL	<ul style="list-style-type: none"> • Modular switches of Honeywell • Copper Electrical wiring throughout in concealed conduit with provisions for Light point, Power point, TV & Phone Sockets with protective MCBs., • Power back to be provided in each apartment minimum 5 KVA (Mandatory)
FAÇADE	Texture Finish

PROMOTER(S)

BUYER(S)

SCHEDULE 'E'

Specifications, Amenities, Facilities (which are part of the project)

ENTRANCE LOBBY	AIR-CONDITIONED DOUBLE HEIGHT ENTRANCE LOBBY WITH LOUNGE AND WITH 3 HIGH SPEED KONE ELEVATORS
SECURITY SYSTEM / FIRE FIGHTING SYSTEM	3 TIER SECURITY SYSTEM, GATED COMMUNITY AND CCTV IN COMMON AREAS. FIRE FIGHTING SYSTEM.
CLUB FACILITY	KIDS SWIMMING POOL, GYMNASIUM, STEAM SAUNA AND SPA, INDOOR GAMING ZONE, MOVIE THEATRE, CAFÉ & RESTAURANT, SALOON, BUSINESS CENTRE AND WORK STATIONS, CONFERENCE ROOM & LIBRARY, MEETING ROOMS, CRECHE, MULTIPURPOSE ROOM FOR ZUMBA AEROBICS & YOGA
OTHER AMENITIES	EXCLUSIVE LANDSCAPE, SWIMMING POOL, KIDS SPLASH PAD, LAWN TENNIS COURT, SENIOR CITIZEN AREA, BADMINTON COURT, CRICKET PITCHS, HALF BASKET BALL COURT, BANQUET HALL, GUEST ROOMS, SQUASH COURT, FOOTBALL PLAY AREA, TODDLERS PLAY AREA, OPEN GYM, SKATING RINK, GAZEBOS/ PEROGLAS, FRUIT FOREST OVER 2 LACS TREE SHRUBS & BUSHES, AMPITHEATRE, DOUBLE BASEMENT CAR PARKING, WATER FEATURES, LUSH GREEN SURROUNDINGS, WELL-LIT WALKAWAY AND JOGGING TRACK

PROMOTER(S)

BUYER(S)

SCHEDULE-‘F’

Details of the Said Land

Sr. No.	Name of the owner	Sale Deed No.	Recta No.	Area Particulars (Khasra No Etc)		Area in Acres
				Killa Number	Area taken in Project as per Licence	
1	MAPSKO Builders Pvt Ltd	1026 dated- 17.09.2010	37//	21/2	4-0	0.50
				22	8-0	1.00
				23/2	1-5	0.16
			48//	1/3	0-12	0.08
				3/2	6-15	0.84
				2	6-16	0.85
				3/1	0-17	0.11
2	MAPSKO Builders Pvt Ltd	1025 dated 17.09.2010	37//	8/2	5-2	0.64
				12	4-1	0.51
				19	7-11	0.94
				27	0-9	0.06
				7	7-6	0.91
				8/1/1	0-16	0.10
				11	1-7	0.17
				13/1	6-16	0.85
			48//	9	7-12	0.95
			3	MAPSKO Builders Pvt Ltd	1335 dated 29.10.2010	37//
14/1	5-8	0.14				
18	7-4	0.18				
23/1	6-7	0.16				
48//	1/1	6-3				0.13
	1/2	1-5				0.03
	10/2	2-8				0.05
	10/1	5-12				0.12
	11	7-11				0.17
4	MAPSKO Builders Pvt Ltd	1082 dated 27.02.2010	37//	13/2	0-16	0.08
				14/1	5-8	0.54
				23/1	6-7	0.64
				18	7-4	0.72
5	MAPSKO Builders Pvt Ltd	1024 dated 17.04.2010	48//	8	7-12	0.95
				13	7-12	0.95
6	MAPSKO Builders Pvt Ltd	1081 dated 27.09.2010	48//	1/1	6-3	0.63
				1/2	1-5	0.13
				10/2	2-8	0.25
				10/1	5-12	0.58
				11	7-11	0.78
Total						16.369 Acres

PROMOTER(S)

BUYER(S)