AGREEMENT FOR SALE

This Agreement for Sale **("Agreement")** is being executed at _____on this _____day of _____ 20_____

By and Between

Conscient Infrastructure Private Limited (CIN U74899DL1990PTC039324**),** a company incorporated under the Companies Act, 1956/2013, having its registered Office at K-1 Green Park Main, New Delhi-110016 and corporate office at 10th Floor, Tower D, Global Business Park, MG Road, Gurugram-122002, acting through its Authorised Signatory_____ duly authorised vide Board Resolution dated _____ (hereinafter referred to as the **"Company/Promoter",** which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, nominees, executors, assigns and all those claiming through it).

AND

[***If the Allottee is a company***]

M/s._____, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having CIN _____and PAN _____with its registered office_____represented by its authorized signatory_____duly authorized vide board resolution dated_____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), being party of the **SECOND PART**;

[AND / OR]

[***If the Allottee is a Partnership***]

M/s._____, a partnership firm [registered under the Indian Partnership Act, 1932, if applicable], having its principal place of business at_____, (PAN__), represented by its authorized partner,_____, authorized vide_____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), being party of the **SECOND PART ;**

[AND / OR]

[If the Allottee is an LLP]

M/s._____(LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no._____and having its registered office at_____

_____

_____, (PAN_____), represented by its authorized partner,_____

_____, (if applicable, Aadhar No._____

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_____) authorized vide_____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaningthereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner(s), his/her/their assigns and all those claiming through it/them)**;**

[AND/OR]

[If the Allottee is an Individual]

1. Mr./Mrs./Ms.....
Son/Daughter/Wife of Mr. .....
Resident of .....
PAN ……. ; Aadhar No. …….

2. Mr./Mrs./Ms.....
Son/Daughter/Wife of Mr .....
Resident of .....
PAN ……. ; Aadhar No. …….

3. Mr./Mrs./Ms.....
Son/Daughter/Wife of Mr .....
Resident of .....
PAN ……. ; Aadhar No. …….

hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs, executors, administrators, successors-in-interest, permitted assigns and all those claiming through him/her/them);

[AND/OR]

[If the Allottee is a HUF]
Mr……..,(Aadhar No. ……..) son of……R/o. ……...for self and as the Karta of the Hindu Joint Mitakshara Family known as M/s. ……..,(PAN ……..), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the member or members for the time being of the said HUF or from time to time, and their respective heirs, executors, administrators, permitted assigns and all those claiming through him/her/them)**;**

The Promoter and Allottee shall hereinafter be collectively referred to as **"Parties"** and individually as **"Party".**

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires and in addition to **Schedule G**:-

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a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 including amendments and modifications made thereunder;

b. **Government**" means the Government of the State of Haryana;

c. "**Rules**" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana including amendments and modifications made thereunder;

d. "**Section**" means a section of the Act;

WHEREAS:

A. The Promoter is the absolute and lawful owner of a Plot No. GH-3 ad-measuring 5.56 acres (22501 sq. mtrs.) located in the revenue estate of village Naurangpur, Sector-80, Gurugram, Haryana (hereinafter referred to as the **"Total Land/Licensed Land"**), which Total Land was originally allotted to the Promoter by the Haryana State Industrial & Infrastructure Development Corporation Ltd., Government of Haryana (hereinafter referred to as "**HSIIDC**") under the New Integrated License Policy 2022 vide an Agreement dated 22.08.2024 and in pursuance thereof, a Conveyance Deed dated 08.01.2025 was duly executed on 08.01.2025 and registered vide Document No. 13205 with office of the Sub Registrar, Manesar, Gurugram. .

B. The Total Land is earmarked for the purpose of construction and development of building a residential group housing complex, comprising of multistoried residential apartments of varying sizes and specifications and a commercial block comprising of commercial/retail units of varying sizes, specifications, and other amenities, structures, facilities, services etc. (hereinafter referred to as the **"Complex"**) in the name and style of Elaira Residences.

C. The Promoter shall develop the Complex in a phased manner, and the Promoter has earmarked an area admeasuring 19719 sq. mts. (4.8727 acres) ("**Project Land**") for the purpose of development of 2 (Two) multi storied building(s) along with the Common Areas and Facilities of the Complex (**"Project/Phase 1 of the Complex"**), which is the subject matter of this Agreement. The map/design layout for Project/Phase 1 of the Complex has been annexed in **Schedule A** to this Agreement. The present Agreement is confined and limited to in its scope only to the sale of residential apartments along with right to use allocated car parking space(s) in the Project/Phase 1 of the Complex being developed on the Project Land and not to other phases, blocks, etc., forming of the Complex and intended and proposed to be built on the remaining Land. The Promoter shall have the sole right and discretion to develop the balance Complex in a phased manner on the remaining Land.

D. The Apartment is being developed as part of Phase 1 of the Complex and on the Project Land and the rights, title, interest, easement, claims of the Allottee under this Agreement shall be with respect to the Apartment alongwith the right to use the Common Areas and Facilities of the Complex, in the manner as provided in this Agreement as particularly detailed in **Schedule F**. The allottees of Phase 1 of the Complex and Phase 2 of the Complex and/or remaining phases of the Complex (*if and when developed*), shall have the right to use the Common Areas and Facilities of the

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Complex.

E. 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 Project Land on which Phase 1 of the Complex is to be constructed have been complied with.

F. The HSIIDC has granted the approval/ sanction to develop the Total Land *vide* license/ Request Letter Allotment ("**RLA"**) dated 29.07.2024 bearing license/ sanction/RLA no. 9277 of 2024;

G. The Promoter has obtained approval on the layout plan/ building plan/, from HSIIDC vide memo no. HSIIDC/IPD/IMT/M/2025/1311 dated 17.01.2025. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with the instructions of HSIIDC and/or applicable law;

H. The Promoter has registered Phase 1 of the Complex under the provisions of the Act and the Rules with the Haryana Real Estate Regulatory Authority, Gurugram ("**HARERA Authority**") under registration number 20 and a certificate dated 20.02.2025 has been issued by the HARERA Authority in this regard (**"HARERA Certificate"**).

I. The Allottee has applied for the allotment of a residential apartment in Phase 1 of the Complex vide application dated [•] (**"Application"**) and has been allotted vide an Allotment Letter dated [•] (**"Allotment Letter"**) an apartment no. [•] having carpet area of [•] sq. ft. on [•] Floor in Tower [•] alongwith right to use [•] car parking space ("**Parking Space**") as permissible under applicable laws and right in the Common Areas ("**Common Areas**") as defined under *Rule 2(1)(f) of the Rules 2017* (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B** and the floor plan of the Apartment is annexed hereto and marked as **Schedule C)**.

J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable in the State and related to the Project.

L. The Parties, relying on the confirmations, representations and assurances of each other 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.

M. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in the **Recital I** hereinabove.

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

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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, alongwith Parking Space as specified in Recital.

1.2 The Total Price of the built- up Apartment alongwith Parking Space based on the Carpet Area is **Rs.** [●] **(Rupees** [●]**Only) ("Total Price")** as detailed hereinunder:-

Block/ Building/ Tower No.	
Apartment No.	
Type	
Floor	
Carpet Area (in sq. ft* / in sq. mtr.)	
Area of the exclusive balconies (in sq ft/ in sq mtr)	
Open Terrace if applicable (in sq ft/ in sq mtr)	
Parking Space No.	
Type of Car Parking	
Price** of the Apartment (in Rs.)	
Preferential Location Charges (if applicable) (in Rs.)	
Charges for Right to use [●] no. of Additional Parking Space (if applicable) (in Rs.)	
GST applicable as on date (in Rs.)	
Total Price of the Apartment (in Rupees)	

*1 sq. mtr. = 10.764 sq. ft.
**The above Price shall include Basic Price, Right to-use of [●] ([●]) car parking space(s), one-time charges for club membership -.

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 alongwith Parking Space (if applicable);

(ii) The Total Price as mentioned above includes Taxes, (GST and Cess or any other taxes/fees/charges/levies which may be levied, in connection with the development/construction of Phase 1 of the Complex paid/payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage alongwith Parking Space (if applicable) to the Allottee after obtaining the necessary approvals from competent authority for the purposes of such possession:

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Provided that, in case there is any change/modification in the taxes/charges/fees/levies including applicable maintenance and service charges fixed by the HSIIDC 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 including applicable maintenance and service charges fixed by the HSIIDC etc. after the expiry of the scheduled date of completion of Phase 1 of the Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to Phase 1 of the Complex 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 addition, the Promoter shall provide to the Allottee 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 including applicable maintenance and service charges fixed by the HSIIDC etc. have been imposed or become effective;

(iv) The Total Price of the Apartment for residential usage alongwith Parking Space (if applicable) includes recovery of Price of Land, Preferential Location Charges (PLC), development/construction of [not only of the Apartment but also of the Common Areas and Facilities of the Complex, infrastructure augmentation cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment as detailed in **Schedule E** but does not include property tax as may be applicable on the Apartment from the start of the construction of Phase 1 of the Complex, the payment of which shall be the sole responsibility of the Allottee. The aforesaid Total Price mentioned in Clause 1.2 above does not include anything which is not specifically stated herein.

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 (whether prospective or retrospective). The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies including applicable maintenance and service charges fixed by the HSIIDC etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect

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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 Phase 1 of the Complex by the Authority (*other than on account of force majeure*), as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("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 as may be decided by the Promoter 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 unless agreed upon by the Allottee.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act 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 deemed necessary by the Promoter or required by the Allottee, 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 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of Phase 1 of the Complex/ Apartment, 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 of the Apartment, the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more/ more than 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 D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 and the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment for residential usage only along with Parking Space (if applicable) as mentioned below:

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i) The Allottee shall have exclusive ownership of the Apartment for residential usage only alongwith Parking Space (if applicable);

ii) The Allottee shall also have a right in the Common Areas and Facilities of the Complex, as provided under Rule 2(1)(*f*) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas and Facilities of the Complex along with the other occupants of the Complex i.e. Phase 1 and Phase 2 of the Complex and/or the remaining phases of the Complex, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities of the Complex to the Association of Allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules of the State;

iii) The Allottee has the right to visit the site of Phase 1 of the Complex to assess the extent of development of Phase 1 of the Complex and his/her/their Apartment, after providing atleast 7 (seven) days prior written intimation to the Promoter.

iv) Further to the understanding mentioned in sub-clause (ii) hereinabove, the Allottee agrees and acknowledges that the Promoter has envisioned the development of the Complex in a phased manner and shall have the sole right and discretion to develop the remaining Land in any manner it deems fit, as including the development of Phase 2 of the Complex and/or the remaining phases of the Complex. Upon such development of Phase 2 of the Complex and/or the remaining phases of the Complex, the Allottee understands and agrees that the allottees of Phase 2 of the Complex and/or the remaining phases of the Complex shall have the right of use Common Areas and Facilities of the Complex alongwith the allottees of the Phase 1 of the Complex.

It is further clarified that the Allotee shall have an undivided interest in the Common Areas and Facilities of the Complex, together with all the other allotees of the Complex, including the allottees of Phase 2 of the Complex and/or the remaining phases of the Complex, as and when developed and the entitlement of the Allottee in the Common Areas and Facilities of the Complex shall be proportionate to the carpet area of the Apartment. It is expressly clarified that the Common Areas and Facilities of the Complex shall not be exclusive to any phase, including Phase 1 of the Complex and shall be available to all the allottees in the Complex, including the allottees of Phase 2 of the Complex and/or the remaining phases of the Complex, as and when developed. Upon completion of the construction of all the phases of the Complex, i.e., Phase 1 of the Complex and Phase 2 of the Complex and/or the remaining phases of the Complex, the Common Areas and Facilities of the Complex shall be handed over to the Association of Allottees in accordance with law.

v) It is clarified that the Club House, Community Building(s), and the Commercial Block and other amenities do not form part of the Common Areas

and Facilities of the Complex and the Allottee has no rights over the same, save and except the right to use/admission upon payment of applicable charges to the Promoter/ Maintenance Agency/operator with applicable GST. The Promoter may at its sole discretion offer the operations and maintenance of the Club House and/or the Community Building(s) to a third party operator on such financial and commercial terms as may be decided by the Promoter in its sole discretion. Provided that the proposed operator shall not be deemed to acquire any ownership rights of the Club House or any part thereof and the Promoter shall continue to be the owner of the Club House. The Promoter as per Applicable Laws shall be entitled to deal with the said Community Building(s). The Promoter further shall be entitled to deal with Commercial Block and all units therein as per its own discretion including but limited to sale, transfer, assignment of the Commercial Block and/or any and all units therein.

vi) The Allottee, hereby also agrees, confirms and undertakes that the Allottee shall not in any manner whatsoever object or raise issues/claims/demand/etc. with respect to: (i) the timelines of development or extent of development or non-development of Phase 2 of the Complex and/or the remaining phases of the Complex; and/or (ii) the commencement and/or continuation of the development and construction activities of Phase 2 of the Complex and/or the remaining phases of the Complex, after the completion and/or the handing over of the Apartments proposed to be developed in Phase 1 of the Complex, as being a cause of nuisance or hindrance, obstacle and hardship and/or any grievance in relation to the right of ingress and egress of the residents of Phase 1 of the Complex and/or otherwise the commencement and/or continuation of the development and construction activities of Phase 2 of the Complex and/or the remaining phases of the Complex being an obstruction and/or being hazardous or otherwise opposed to the peaceful environment and living in the gated community and/or threat to the safety and security of the residents forming part of Phase 1 of the Complex and/or Complex.

vii) It is understood by the Allottee that in case of any conflict in the Common Area and Facilities of the Complex and/or the Limited common areas which are allotted and/or assigned to any particular Allottee etc., between the present Agreement and the Deed of Declaration(s), the Deed of Declaration(s) shall supersede the present Agreement and the Deed of Declaration(s) shall be final and binding upon the Allottee. It is further agreed that only those sites specifically declared in the Deed of Declaration(s) to be filed with the competent authority in terms of the Haryana Apartment Ownership Act, 1983 and/or other Applicable Laws shall be deemed to be common areas/and/or facilities in which the Allottee and other Apartment Owner(s) shall have right therein. All other areas in the Complex shall belong exclusively to the Promoter which shall have the sole right and discretion to deal with such areas as it deems fit.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or

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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 Phase 1 of the Complex). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment , 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 therefore by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____ (Rupees_____ only) as Application Amount/Booking Amount being part payment towards the Total Price of the Apartment alongwith Parking Space (if applicable) till the execution of this Agreement; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule D] 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, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

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 D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Conscient Elaira Residences' payable at Gurugram. All electronic transfer is to be made in Promoter's Bank account no. 99999104813301 maintained with HDFC Bank Limited at its branch JMD Regent Plaza, Sector-26, Unit No.1, 2,3, 4 & 5 Ground Floor Near Guru Dronacharya Metro Station, Gurugram, IFSC Code HDFC0001203.

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

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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 making 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 only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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 alongwith Parking Space (if applicable), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing Phase 1 of the Complex as disclosed at the time of registration of Phase 1 of the Complex with the Authority and towards handing over the Apartment to the Allottee(s). and the Common Areas and Facilities of the Complex to the Association of Allottees or the competent authority, after completion of Phase 2 of the Complex and/or the remaining phases of the Complex, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, demarcation-cum-zoning, site plan, building plan, specifications, amenities, facilities, etc. depicted in the Agreement/ website (as the case may be) regarding Phase 1 of the Complex where the said Apartment for residential usage is located and has accepted the floor plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop Phase 1 of the Complex 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 for the State of Haryana and shall not have an

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option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities and/or deemed necessary by the Promoter, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

It is clarified and the Allottee agrees that the appropriate government/statutory authority/body, etc. have obligation and responsibility to provide external linkages for services and amenities to enable the Promoter to connect such services and amenities to the internal services and amenities of the Project and make the same operational (including but not limited to roads, water lines, sewage, storm water drains, electricity connection, sub-stations, etc.) and in the event the appropriate government/statutory authority/body, etc. fails to provide such external linkages for services and amenities by such time the Promoter offers possession of the Apartment to the Allottee, the Promoter may make arrangements to provide such services and amenities through DG sets or any other alternative source(s), water tankers, temporary road connectivity, etc. to the extent possible and on best effort basis and the Allottee agrees and undertakes all charges payable for such services and amenities, which charges shall include the actual costs plus a mark-up towards additional services being provided by the Promoter, which services and amenities shall be provided till such time the external linkages are made available for the services and amenities.

The Allottee understands that the development of the Complex on the Total Land would take place in a phase wise manner, i.e. comprising of the development of Phase 1 of the Complex and Phase 2 of the Complex and/or the remaining phases of the Complex, as a result of which, the timing of the construction/handing over of the Common Areas and Facilities of the Complex may differ from the handing over of a particular tower/portion of Phase 1 of the Complex.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Apartment for residential usage alongwith Parking Space (if applicable) to the Allottee(s) and hand over of the Common Areas and Facilities of the Complex to the Association of Allottees or the competent authority, after the completion of construction of Phase 2 of the Complex and/or the remaining phases of the Complex, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement.

The Promoter assures to hand over possession of the Apartment for residential usage along with Parking Space(if applicable) on or before 30.06.2031 as per agreed terms and conditions unless there is delay due to "*force majeure*" Court orders, Government policy/ guidelines, decisions affecting the regular development of Phase 1 of the Complex. If the completion of Phase 1 of the Complex is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement Phase 1 of the Complex due to Force Majeure and above

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mentioned conditions, 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 30 (thirty) days prior to such termination. After refund of the money paid by 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.

7.2. Procedure of taking possession of Apartment:

The Promoter, upon obtaining the occupation certificate or part thereof of Building/Tower/ Phase 1 of the Complex in which the Apartment is situated, shall offer in writing the possession of the Apartment vide a Final Call Letter/Offer of Possession within 3 (three) months from the date of above approval, to the Allottee as per terms of this Agreement.

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 the Building/Tower within which the Apartment is situated/ Phase 1 of the Complex at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges, holding charges and all other charges as determined by the Promoter/ Association of Allottees/competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of Apartment:-

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall, within 30 (thirty) days come forth and clear all dues towards the Apartment and take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or by the Promoter and the Promoter shall give possession of the Apartment 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, subject to Clause 9.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2 and/or in this Agreement.

7.4 Possession by the Allottee:-

After obtaining the Occupation Certificate of the Towers/Building/ Phase 1 of the Complex (as the case may be) duly certifying the part completion of the Phase 1 of the Complex and handing over the physical possession of the Apartment for residential usage alongwith Parking Space (if applicable) to the Allottee and it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas and Facilities of the Complex to the Association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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7.5 Cancellation by Allottee:-

The Allottee shall have the right to cancel/withdraw his allotment in Phase 1 of the Complex as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from Phase 1 of the Complex ithout any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money (i.e 10% of Total Price alongwith deduction of any other amount permitted under applicable laws) and interest component on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2 (two) percent. 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.

7.6 Compensation or Refund of money and payment of interest at such rate as may be prescribed or payment of compensation:

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which Phase 1 of the Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of "*force majeure*", Court orders, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Apartment for residential usage alongwith Parking Space (if applicable):

(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 its business as a developer 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 Allottee, in case the Allottee wishes to withdraw from Phase 1 of the Complex, without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment for residential usage with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety**)** days of it becoming due.

Provided that if the Allottee does not intend to cancel/ withdraw from Phase 1 of the Complex, the Promoter shall pay the Allottee, interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment for residential usage, which shall be paid by the Promoter to the Allottee within 90 (ninety**)** days of it becoming due.

[In case obligation is not complied with by the promoter:

(i) the authority shall order to return the total amount received by the promoter in respect of the Apartment for Residential usage, with interest at the rate

prescribed in the Rules in case the allottee wishes to withdraw from the project.

(ii) in case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72 of the Act.

(iii) if the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Apartment for Residential usage.

(iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for Phase 1 of the Complex;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of Phase 1 of the Complex;

(iii) There are no encumbrances upon the Total Land or Project Land or Phase 1 of the Complex, other than a charge by way of mortgage in favour of Vistra ITCL (India) Limited on the Project Land together with the Total Land;

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to Phase 1 of the Complex or other phase(s), as the case may be, as well as for the Apartment for residential usage being sold to the Allottee 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 Phase 1 of the Complex, as well as for the Apartment for residential usage and for the Common Areas and Facilities of the Complex as provided under Rule 2(1)(f) of Rules;

(v) 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;

(vi) 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 Total Land, including Phase 1 of the

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

(vii) 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;

(viii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage alongwith Parking Space (if applicable) to the Allottee(s), the Promoter shall hand over the Common Areas and Facilities of the Complex to the Association of Allottees or the competent authority, after the completion of construction of Phase 2 of the Complex and/or the remaining phases of the, as provided under Rule 2(1)(f) of Rules, 2017;

(ix) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;

(x) 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 Phase 1 of the Complex to the competent authorities till the offer of possession of the Apartment 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 and Facilities of the Complex as provided under Rule 2(1)(f) of Rules, 2017;

(xi) 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 property) has been received by or served upon the Promoter in respect of the Project Land and/or Phase 1 of the Complex.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the "*force majeure",* Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

i) The Promoter fails to provide ready to move in possession of the Apartment for residential usage alongwith Parking Space(if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete Phase 1 of the Complex within the stipulated time disclosed at the time of registration of Phase 1 of the Complex with the Authority, including all extensions thereto as granted by the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment for residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications,

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amenities and facilities, as agreed to between the parties in Schedule E to this Agreement, 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 its 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:

(i) 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 (*if applicable*) 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 at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from Phase 1 of the Complex or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment for residential usage alongwith Parking Space (if applicable), 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 2 (two) - consecutive reminders made by the Promoter and despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules, 2017;

ii) 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 alongwith Parking Space (if applicable) in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the Earnest Money paid for the allotment, and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State

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Bank of India highest marginal cost of lending rate plus 2% (two percent). 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. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE APARTMENT:

The Promoter on receipt of Total Price of Apartment for residential usage alongwith Parking Space (if applicable) as well as all other applicable charges etc. as provided in this Agreement, shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from possession:

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per Schedule E and agreed terms and conditions and Common Areas and Facilities of the Complex as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the Final Call Letter/Offer of Possession, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, property tax, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE APARTMENT / PHASE 1 OF THE COMPLEX:

The Promoter shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the Association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof of the Complex, as the case may be. The cost of such maintenance has been included in the Total Price of the Apartment for residential usage and shall be charged in the manner provided and as per the board terms provided in **Schedule H** of this Agreement.

In case, the allottee/association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

The Allottee shall pay the maintenance charges in relation to the Apartment which shall include but not be limited to pro-rata contribution to sinking fund maintained and utilized for upkeep, replacement and repairs of all capital goods and equipment, tools, amenities and facilities of the Project. The Allottee shall enter into a maintenance agreement with the Promoter and/or its nominee (**"Maintenance Agency"**) in their standard format. The Allotee understands and agrees that the Allottee shall be responsible to (i) pay maintenance charges to the Maintenance Agency; (ii) deposit an interest-free maintenance Security deposit (IFMSD) at the time of offer of possession of the Apartment; (iii) one-year advance annual maintenance charges for the first year from the date of offer of possession of the Apartment; and (iv) any other charges, costs, levies, taxes, etc. of any nature whatsoever as stipulated in the maintenance agreement.

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12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement, is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of/ handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved 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 and/or damage induced by the Allottee and/or any other allottees of the Phase 1 of the Complex by means of carrying out structural or architectural changes from the original specifications/design and/or causing any damage to the Apartment and/or Phase 1 of the Complex and/or any part thereof.

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

The Promoter/ Maintenance Agency/ Association of Allottees/ Competent Authority shall have rights of access the Common Areas and Facilities of the Complex, , parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees And/ Or Maintenance Agency/ Competent Authority to enter into the Apartment after giving due notice and entering the Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 Promoter, Association of Allottee formed by the Allottees, Maintenance Agency and/or Competent Authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for residential usage alongwith Parking Space (if applicable) at his/her own cost, in good repair and tenantable condition and shall not do or suffer to be done anything in or to the Building/Tower within which the Apartment is situated, or the Apartment alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound and/or any Common Areas and Facilities of the Complex , which may be in violation of any laws or rules of any authority or change or alter or make additions

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to the Apartment alongwith Parking Space (if applicable) and keep the Apartment for residential usage, 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/Tower within which the Apartment is situated is not in any way damaged or jeopardized.

15.2The 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/facade of the Building/Tower or anywhere on the exterior of the Complex, buildings/towers therein and/or the Common Areas and Facilities of the Complex. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building/Tower. 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 and Facilities of the Complex, which otherwise are available for free access. The Allottee and/or Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee and/or the 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 Promoter/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.

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

The Parties are entering into this Agreement for the allotment of the Apartment for residential usage alongwith Parking Space (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to Phase 1 of the Complex.

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in Phase 1 of the Complex 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. It is however clarified that the Promoter shall be free to develop the remaining phases of the Complex as permitted under applicable law and as decided by the Promoter. It is agreed that no consent from the Allottee of Phase 1 of the Complex shall be required by the Promoter for any revision/modification/changes in layout, building plans timelines of development and extent of development etc. of Phase 2 of the Complex and/ or the remaining phases of the Complex.

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18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment for residential usage alongwith Parking Space (if applicable) 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 alongwith Parking Space (if applicable).

19. APARTMENT OWNERSHIP ACT AND OTHER APPLICABLE LAWS:

The Promoter has assured the Allottee that Phase 1 of the Complex in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:
Details of approvals/compliances are as under:

(1) RLA No. 9277 of 2024 (2) Zoning Plan Approval dated 30.10.2024 (3)Building Plans Approval dated 17.01.2025 (4) HARERA Registration number….. of …….. etc.

20. BINDING EFFECT:

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

If the Allottee fails to execute and deliver to the Promoter and register, 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 an 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 the Booking Amount.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment for residential usage along with Parking Space.(if applicable).

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22. RIGHT TO AMEND:

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

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

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 alongwith Parking Space(if applicable) and Phase 1 of the Complex shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Apartment in case of a transfer, as the said obligations go along with the Apartment 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-D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee 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:

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.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Phase 1 of the Complex /Complex, the same shall be the proportion which the area/carpet area of the Apartment for residential usage and Parking Space (if applicable) bears to the total area/carpet area of all the Apartments in Phase 1 of the Complex / Complex.

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27. FURTHER ASSURANCES:

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.

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices 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 to the Promoter by pre-paid registered post/Speed Post/Courier/Email at their respective addresses specified below:

PROMOTER: **Registered Office:** K-1 Green Park Main, New Delhi-110016 **Corporate Office:** 10th Floor, Tower D, Global Business Park, MG Road, Gurugram-122002	**ALLOTTEE:** Name: Address: Email:

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.

30. JOINT ALLOTTEE(S):

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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31. SAVINGS:

Any application letter, allotment letter, agreement for sale, or any other document signed by the allottee, in respect of the unit/apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

IN WITNESS WHEREOF, parties hereinabove named have set their respective hands and signed this Agreement at ___ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:
Signature (Authorised Signatory) _____

Name _____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

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(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

At_____ on_____ in the presence of:

WITNESSES:

1. Signature _____

   Name _____

   Address _____

2. Signature _____ Name ___
   Address _____

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SCHEDULE A

MAP/DESIGN LAYOUT FOR PROJECT/PHASE 1 OF THE COMPLEX

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SCHEDULE B

DESCRIPTION OF THE APARTMENT

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SCHEDULE C

FLOOR PLAN OF THE APARTMENT

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SCHEDULE D

PAYMENT PLAN

PAYMENT PLAN	
Customer Name: Joint Holder (s):	Date of Booking Customer Code
Apartment No. Type Carpet Area (Sq.Ft.) Balcony Area (Sq.Ft.) Open Terrace (Sq.Ft.) No. of Car Parking Type of Car Parking	Price* Preferential Location Charges (PLC) Interest Free Maintenance Security Deposit (IFMSD) Other Charges Total

Stage Description	Due Date (s)		Amount (₹)
Booking Amount		Booking Amount	
Within 30 days of Booking (Less booking amount)		[•] % of total price (Less Booking Amount)	
Within 60 days of Booking		[•] % of total price	
Within 120 days of Booking		[•] % of total price	
On Completion of Top Floor Roof Slab		[•] % of total price	
On Application of Occupation Certificate		[•] % of total price	
On Offer of Possession		[•] % of total price+ 100 % of IFMSD+ 100% of Other Charges	
Total		**100% of Price + PLC + IFMSD+ Other Charges**	

Notes:

1. *Price includes Basic Price, Right-to use of ---- car parking space(s), One-time charges for Club Membership.
2. Interest Free Maintenance Security Deposit (IFMSD) is payable with last installment.
3. Other Charges are payable with last installment which includes One Time Electricity Connection Charges, Prepaid Meter Cost, Infrastructure Charges, Power Back Up Charges, External Electrification Charges and Possession related charges.
4. All Third party charges including Govt. charges, statutory levies and taxes, shall be extra and will be demanded as and when applicable.
5. GST/Taxes at applicable rate will be payable additionally along with each installment.
6. Booking Amount is upto 10% of Total Price of the Apartment i.e. (Price + PLC + GST).
7. The above Prices / Payment schedule are subject to revision/withdrawal at any time without prior notice at the sole discretion of the Promoter.
8. Stamp Duty (SD), Registration Charges (RC), Property Tax and Ancillary Charges shall be

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payable with the last installment based on prevailing rates at that time.

9. Cheque(s) / Pay Order/Demand Draft(s) should be made in favour of "Conscient Elaira Residences".
10. The abovementioned payment schedule supersedes all /any other communication/understanding, by the company with reference to the above mentioned apartment.
11. Non-Payment/Delay in payment of any installment as mentioned above shall attract cancellation of the booking of the above said apartment and forfeiture of money as per agreed terms and conditions at the sole discretion of the company. The Company may, however, be entitled to condone such delay by imposing penal interest plus applicable GST in accordance with Applicable Laws.

* 10.764 Square Feet = 1 Square Meter. * 1 Foot = 0.3048 Meter

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SCHEDULE E

SPECIFICATIONS AND AMENITIES WHICH ARE PART OF APARTMENT

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SCHEDULE F

COMMON AREAS AND AMENITIES WHICH ARE PART OF THE COMPLEX

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SCHEDULE G

ADDITIONAL DEFINATIONS

a. **"Applicable Laws**" shall mean and include but not be limited to any applicable Central, State and/or local laws, statutes, ordinances, rules, regulations, codes, bye-laws, notifications, etc. including but not limited to any amendment, modification, variation thereto, any government notifications, circulars, office orders, directives, policies, etc. or any government order, direction, judgment, decree and/or order of a judicial and/or quasi-judicial authority, court of law, etc. whether in effect on the date of this Agreement or thereafter;

b. **"Application Amount"** shall mean the amount paid at the time of application for allotment of the Apartment;

c. "**Association of Allottees**" shall mean the condominium/association of allottees of the Complex which shall be formed by the Promoter under the Haryana Apartments Ownership Act,1983 and all any other Applicable Laws;

d. "**Booking Amount**" shall mean Application Amount and any other amount paid prior to the execution & registration of the Agreement for Sale (which is upto 10% of the Total Price of the Apartment);

e. "**Carpet Area**" shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls and areas under services shafts exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

f. "**Club House**" shall mean the building(s)/ structure and facilities that have been built by the Promoter in the Complex at its own cost, and which do not constitute a part of Common Areas and Facilities of the Complex and the cost of construction and development whereof (proportionate or otherwise) does not form part of the Total Price of the Apartment.

g. "**Community Building(s)"** shall mean the building(s)/ structure and facilities that have been built by the Promoter in the Complex at its own cost, and which do not constitute a part of the Common Areas and Facilities of the Complex and the cost of construction and development whereof (proportionate or otherwise) does not form part of the Total Price of the Apartment.

h. "**Common Areas and Facilities of the Complex**"" shall mean such areas and facilities in the Complex which are meant for common use, enjoyment and access of the allottee of the Complex, including the allottees of Phase 1 of the Complex and Phase 2 of the Complex and/or the remaining phases of the Complex, as and when developed by the Promoter, as described in **Schedule [●]** hereto (but excludes areas therein which are to be reserved / restricted/limited for any other allottee or group of allottees of Phase 1 of the Complex, to the exclusion of all others or otherwise transferable by the Promoter to third parties as per Applicable Laws.

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i. "**Earnest Money**" shall mean 10% (ten percent) of the Total Price of the Apartment and includes the Booking Amount and Non Refundable Amount(s) defined below.

j. **"Non-Refundable Amount(s)**" shall mean and include the following;

i) Stamp duty, registration charges etc. paid in respect of allotment of the Apartment in favour of the Allottee;
ii) Total interest as per Applicable Laws accrued on account of the delay/default in payment of any instalment/s and other charges as per the Payment Schedule calculated till the date of the cancellation/termination letter;
iii) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee under this Agreement;
iv) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by the Promoter; and
v) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee.

k. "***Force Majeure*** " for the purposes of this Agreement include but are not limited to delay on account of non-availability of steel and/or cement or other building materials, and/or water supply and/or electric power, inspite of reasonable efforts taken by the Promoter to procure the same, and/or strike or slowdown, lockdown, epidemic, pandemic, strike or civil commotion, and/or by reason of war and/or enemy action and/or earthquake or any act of God, delay in certain decisions / clearances from any statutory body, receipt of occupation certificate from Statutory Authorities, intervention of statutory authorities and/or if stoppage of construction of the Apartment and/or Tower within which the said Apartment is situated and/or the delay in handover of the Apartment is as a result of any notice, order, circulars, rules or notification of the Government and/or any other public or competent authority and/or court of law and/or any ligation due of such notification, court order, notification, notice, order, circular, rule ,etc. and any change in law which impacts the construction and development of Project or any part thereof and/or the ability of the Promoter to fulfill any of its responsibilities and obligations under this Agreement and/or delay in statutory authorities to process any approvals, permissions, etc. necessary to enable construction and handing over of the Apartment including the occupation certificate/part occupation certificate, etc. or for any other reason beyond the reasonable control of the Promoter.

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SCHEDULE H

The broad terms in relation to the maintenance to the Apartment and the Complex, are being enumerated as below. It is understood that the below conditions are not exhaustive and the Allottee shall execute the Maintenance Agreement as and when called upon by the Promoter, which shall encapsulate all the terms and conditions with relation to the maintenance of the Apartment and the Complex.

1.1 That the Allottee shall, from the date of offer of possession, maintain the Apartment at his own cost, in a good and tenantable condition and shall not do or suffer to be done anything in or to the said building/tower(s)/Project/ or the Apartment, or the stair cases, lifts and lift lobbies, shafts, stilt, compound and common passages which may be against the rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Allottee change, alter or make alteration in or to the Apartment or the building/tower(s)/Project or any part thereof. The Allottee shall be liable for any loss or damages arising out of breach of any of the conditions of this Agreement**.**

1.2 That the Allottee shall not use the Apartment or permit the same to be used for any purpose other than the purpose sanctioned as per Government Regulations and Haryana Apartments Ownership Act, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana and/or all other Applicable Laws, bye-laws, regulations, etc. or as may be ear marked in the zoning/ building/ tower plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the adjoining Apartments or of other Apartments in the Phase-1 of the Complex/Complex or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Apartment which may tend to cause damage to any flooring or ceiling of any Apartment above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Allottee shall not use the Apartment for any commercial activity or otherwise except for residential purposes only.

1.3 The Promoter or its nominee (so nominated by the Promoter at its discretion) shall be responsible to provide and maintain essential services in the Project/Complex till the handing over of the maintenance of the Complex to the Association of Allottees in accordance with Act.

1.4 The Promoter or the Maintenance Agency as the case may be, shall handover the IFMSD as collected from the Allottee to the Association of Allottees at the time of handover of the maintenance of the Common Areas and Facilities of the Complex to the Association of Allottees, after adjusting any outstanding dues towards maintenance charges recoverable from the Allottee and/or any other charges recoverable under the Maintenance Agreement. It is further understood that maintenance charges for the maintenance services shall be calculated at actual cost plus a 20% markup, which shall be payable by the Allotee to the Maintenance Agency. The Maintenance Agency shall also collect all utility charges for Apartment from the Allottee including water, electricity, etc. which shall be payable on the basis of actual consumption, for which invoices shall be raised by the Maintenance Agency on such intervals as may be deemed fit by it. The Allottee undertakes to abide by and be bound by all terms of the maintenance agreement

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and all rules, regulations, bye-laws, etc. of the Promoter, Maintenance Agency and/or Association of Allottees, as the case may be and agrees any failure to abide by the same shall entitle the Promoter, Maintenance Agency and/or Association of Allottees to take appropriate action against the Allottee including but not limited to stopping maintenance services, utility services, etc. as provided more specifically in the maintenance agreement to be executed.

1.5 As and when any plant, machinery, equipment, etc. within the Complex including but not limited to DG sets, machinery electrical equipment, sub-station, pumps, firefighting equipment, STP plant, etc. requires replacement, upgradation, addition, etc. the cost thereof shall, on a pro-rata basis shall be paid by the Allottee. The Promoter or the Maintenance Agency as the case may be shall at all times have the right to adjust/ set off such costs from the IFMSD and/or sinking deposit as maintained by the Promoter or the Maintenance Agency, as the case may be without requirement of any prior intimation to the Allottee. The Promoter shall also install appropriate DG sets and/or any other equipment for power back-up as provided in this Agreement, in case of power failure and/or other purposes without any additional cost however all maintenance costs, running costs and/or replacement cost for such equipment shall be borne solely by the Allottee on a pro-rata basis.

1.6 It is further agreed that only those sites specifically declared in the Deed of Declaration(s) to be filed with the competent Authority in terms of the Haryana Apartments Ownership Act, 1983 and/or any other Applicable Laws shall be deemed to be common areas and/or facilities in which the Allottee and other Apartment owner(s) shall have a right therein. All other areas in the Complex shall belong exclusively to the Promoter which shall have the sole right and discretion to deal with such areas as it deems fit. The Allottee or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Promoter/ Association of Allottees or the Maintenance Agency.

1.7 The insurance of the Apartment as well as the interior/contents inside the Apartment shall be the responsibility of the Allott ee and the Promoter/ Maintenance Agency shall not, in any case, be held liable for any damage or loss occurred on account of any the□, loss, neglect or omission of the Allottee in this regard.

1.8 The Allottee shall allow the Promoter/ Maintenance Agency/ Association of Allottee or any other authorized Person, to have full access to, and through him to the Apartment and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

1.9 That it is mutually agreed that save and except in respect of the Apartment hereby agreed to be acquired by the Allottee, he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over in respect of Said Land, open spaces and all/or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Promoter.

1.10 The Allottee agrees that in case during the course of construction and/or after the completion of the Project, further construction and/or development on the Total Land and/or on the balance land remaining from the Total Land or the towers becomes possible, the Promoter shall have the sole right to take up or complete such further construction and development as belonging to the Promoter as per the terms of Haryana Apartments

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Ownership Act and/or Haryana Development and Regulation of Urban Areas Act, 1975, Real Estate (Regulation and Development) Act, 2016 and Rules framed there under for the State of Haryana and/or Applicable Law, notwithstanding the designation and allotment of any Common Areas. Such additional construction shall be the sole property of the Promoter and the Promoter shall be entitled to deal with it in its sole discretion without any interference on the part of the Allottee. The Allottee agrees that the Promoter, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources of the Project. It is also agreed that in such a situation the proportionate share of the Promoter in the Common Areas and Facilities of the Complex shall stand varied accordingly

1.11 That the Apartment forms part of the Complex and it is in the interest of all the Allottee that safeguards be provided to prevent entry of unauthorized person(s) into the Complex. To give an effective hand to the Promoter to deal with such unlawful entrants/loiters/peddlers etc. and also to enable to the Promoter in particular and owners/lawful occupants of the various Apartments and/or units in general to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this, the Promoter/ Maintenance Agency shall be free to restrict the entry of any one into the Project/Complex or any part thereof, whom it considers undesirable at the outer gate itself unless the Allottee himself gives permission to allow anyone to enter or escort them out as well. The security services will be without any liability of any kind upon the Promoter.

1.12 As a fundamental condition of allotment, the Allottee agrees and undertakes to join the Association of Allottees, which shall be formed by the Promoter and which shall be only recognized legal Association of Allottees of the Complex. The Allottees agrees and undertakes to pay all fees, subscription charges, etc as payable for membership of the Association of Allottees

1.13 The Promoter at its sole discretion shall develop a Club House in the Complex and such Club House at all times shall be the property of the Promoter and the Allottee shall only have a right to use such Club House subject to payment of Club House usage charges and/or any other applicable charges for the Club House as may be intimated by the Promoter/ Maintenance Agency/ operator from time to time and abiding by all bye-laws and rules of such Club House, as deemed fit and notified by the Promoter/ operator from time to time.

1.14 The Allottee may undertake minor internal alterations in the Apartment only with the prior written approval of the Promoter/ Association/ Maintenance agency, as the case may be. The Allottee shall not be allowed to effect any of the following changes/alterations:-

a. Changes, which may cause damage to (columns, beams, slabs etc.) any part of adjacent apartment(s)/ towers/buildings in the Project and/or Common Areas and Facilities of the Project. In case damage is caused to any other apartment(s)/towers/buildings in the Project and/or Common Areas and Facilities of the Project, the Allottee will get the same repaired at his own cost and expenses and consequences.

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b. Changes that may affect the facade of the Apartment (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of sign boards etc.)
c. Making encroachments in Common Areas and Facilities of the Complex and
d. By covering the balcony area and/or any shafts, etc. in the Apartment and/or the said Tower in which the Apartment is situated, through temporary and/or permanent structure.

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