

DRAFT
AGREEMENT FOR SALE

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This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of..... 2018 at Gurugram, Haryana.

By and Between

M/s Essel Housing Projects Pvt. Ltd., [CIN U70109DL1999PTC099190], a Company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at LGF-10, Vasant Square Mall, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is....., represented by its Authorized Signatory.....(Aadhaar No.) authorized vide board resolution datedhereinafter referred to as the "PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the FIRST PART.

And

(1) Shri Ranbir Singh S/o Shri Tek Chand (2) Shri Ajay Yadav S/o Shri Ranbir Singh both residents of House No. 845, Sector-4, Urban Estate, Gurugram, Haryana, through their General Power of Attorney & Special Power of Attorney holder M/s Essel Housing Projects Pvt. Ltd. acting through its Authorized Signatory Mr. _____, duly authorized vide Board Resolution dated _____, hereinafter referred to as the "LANDOWNER(S) -1" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, their respective assignees, legal successor(s) in interest) of the SECOND PART.

And

(2) M/s Moonlight Continental Pvt. Ltd. having its registered office at 75-E, Himalaya House, 23, K.G. Marg, New Delhi-110001, acting through its General Power of Attorney holder M/s Essel Housing Projects Pvt. Ltd. acting through its Authorized Signatory Mr. _____, duly authorized vide Board Resolution dated _____, hereinafter referred to as the "LANDOWNER - 2" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, their respective assignees, legal successor(s) in interest) of the THIRD PART

And

[if the allottee is an individual]

Mr./Mrs./Ms.....son/daughter/wife of Mr.....aged about years, R/o..... (Aadhaar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the FOURTH PART.

Or

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at (PAN-.....) through the partner Mr./Ms..... (Aadhaar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the FOURTH PART.

Or

M/s LLP... (LLP IN.....), a Limited liability Partnership firm having its registered office at (PAN-.....) , acting through its Partner Shri (Aadhaar No.....), who has been duly authorized vide Authority Letter dated (hereinafter referred to as "the Allottee" which expression shall unless repugnant to the meaning or context thereof include its partners, authorized representatives, administrators, executors, successors, legal representatives and permitted assigns) of the FOURTH PART.

Or

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr. (Aadhaar No.....), its Authorized Signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit

hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the FOURTHPART.

Or

[if the allottee is HUF]

Mr./Ms. (Aadhaar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the FOURTHPART.

(Details of other allottees to be inserted, in case of more than one allottee)

The party of the First Part, the party of the Second Part, the party of the Third Part and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party"

INTERPRETATIONS/ DEFINITIONS:

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Government" means the Government of the State of Haryana.
- (c) "Section" means the section of the Act.
- (d) "Rules" mean the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (e) "Regulation" means the Regulation made under the Act;
- (f) "Project" shall mean a multi-storied residential Group Housing Project being developed by the Promoter under the name and style of "**Platinum Towers**" consisting of Towers named as Platinum A, Platinum B, Platinum C, Platinum D, Platinum E & Platinum F, the club house and proportionate EWS units; as per license bearing nos. 32 and 33 of 2009, license no 21 and 22 of 2016 and approved drawings vide Memo No _____ dated _____ by the office of DTCP, Haryana.
- (g) "Limited Common Area and Facilities" means those common areas and facilities which are designated and reserved by the Promoter for exclusive use of the Allottee(s) to the exclusion of other /Spaces owners and more clearly detailed in Schedule-I.
- (h) "Saleable Area" means the sum of the carpet area plus outer wall area plus the balcony area plus proportionate common areas, lift lobbies pertaining to the unit/apartment.

- (i) "EDC" means charges payable towards External Development Works and "IDC" means charges payable towards "Infrastructure Development charges" payable to the Govt. of Haryana or any authority under law.
- (j) "Interest Rate" means the State Bank of India highest marginal cost of lending rate plus 2% or such other rate as may be applicable from time to time as per the Act and Rules.
- (k) "Maintenance Agreement" means a tripartite agreement made by and between the Promoter, Maintenance Agency and the Allottee, for the maintenance and upkeep of the Project by the Maintenance Agency.
- (l) "Club House" means a club house having amenities such as indoor games, equipped gym, Swimming Pool, Multipurpose hall, activity room etc. for the residents/occupants of the Unit.
- (m) "Association of Allottee(s) or Maintenance society" shall means a collective of the allottees of the project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members.
- (n) "Schedule of Payment" means the payment plan and/or time and date of payment of installments as agreed by the Allottee(s) in accordance with this agreement.
- (o) "Para" means a Para of this Agreement;
- (p) "Schedule" means the Schedule attached to this Agreement.
- (q) "Bareshell Unit/Apartment" means the apartment situated in the said project and applied for by the Allottee as per specifications given under Schedule-II of this Agreement.
- (r) "Silver Finish Unit/Apartment" means the apartment situated in the said project and applied for by the Allottee as per specifications given under Schedule-III of this Agreement.
- (s) "Gold Finish Unit/Apartment" means the apartment situated in the said project and applied for by the Allottee as per specifications given under Schedule-IV of this Agreement.
- (t) "Platinum Finish Unit/Apartment" means the apartment situated in the said project and applied for by the Allottee as per specifications given under Schedule-V of this Agreement.
- (u) "Common area specifications" means the tentative specifications of the common areas of the said building more specifically described in Schedule-VI attached herewith.

WHEREAS:

- A. The Promoter had entered into a Collaboration Agreement dtd. 8.5.1999 with The Indian Airlines Pilots Cooperative House Building Society Limited, a Cooperative Society registered under the provisions of Haryana Cooperative Societies Act, having its registered office at Pilots Court Club, Essel Towers, Sector – 28, Main Mehrauli Gurugram Road, Gurugram, Haryana (hereinafter

- referred to as "Society") in respect of their land situated within the revenue estate of villages-Sukhrali & Sarhaul, now forming part of Sector 28, Tehsil & District-Gurugram, Haryana. The society has also executed an irrevocable Special Power of Attorney dt. 8.5.1999 and an irrevocable registered General Power of Attorney dt. 26.8.1999 in favour of the Promoter.
- B. The Promoter has obtained licence nos. 32 & 33 of 2009 for the land admeasuring 3.625 acres situated within the revenue estate of village-Sukhrali, now forming part of Sector – 28, Tehsil & District-Gurugram in the name of the Society.
- C. The Promoter has also executed a Collaboration agreement with **M/s Moonlight Continental Pvt. Limited** having its office at 75-E, Himalya House, 23, K.G. Marg, New Delhi-110001, in respect of their land admeasuring 1 Kanal 11 Marla which is equivalent to 0.19375 acres comprised in Khewat No. 6/6, Khatauni No. 6, Mustatil no. 18, Killa no. 8/2(1-11) situated within the revenue estate of village Sukhrali, now forming part of Sector– 28, Tehsil and District Gurugram registered on dated 22.06.2015 as document no. 6904 at the office of Sub Registrar, Gurugram, Haryana and Supplementary Collaboration Agreement dated 18.10.2016 registered as document no. 19555 at Sub Registrar Office, Gurugram, Haryana. Further M/s Moonlight Continental Pvt. Limited has also executed an Irrevocable General Power of Attorney in favour of Promoter vide document no. 298 dated 22/06/2015 registered at Sub Registrar Office, Gurgaon, Haryana. The Promoter has obtained a licence no. 21 of 2016 for the said land admeasuring 1 Kanal 11 Marla (0.19375 acres) in the name of M/s. Moon Light Continental Pvt. Ltd.
- D. The Promoter has also executed a Collaboration agreement with Sh. Ranbir Singh S/o Sh. Tek Chand and Sh. Ajay Yadav Son of Sh. Ranbir Singh both residents of House No. 845, Sector -4 Urban Estate, Gurgaon in respect of their land admeasuring 14 Kanal (1.75 acres) falling in Rect. No. 18, Killa No. 18/1(7-0), 23/2 (7-0), situated within the revenue estate of village Sukhrali, now forming part of Sector – 28, Tehsil and District Gurugram registered as document no. 27154 dated 01.02.2016 and Addendum to the above Collaboration Agreement has been registered as document no. 19448 dated 17.10.2016, with the office of Sub Registrar, Gurugram, Haryana. Further the above mentioned owners i.e. Sh. Ranbir Singh and Sh. Ajay Yadav have also executed GPA (General Power of Attorney) and SPA (Special Power of Attorney) in favour of Promoter, registered as document no. 1131 and 1132 respectively dated 01.02.2016 at Sub Registrar Office, Gurugram, Haryana, for the development of the abovementioned land owned by them. The Promoter has obtained a licence no. 22 of 2016 for the said land admeasuring

14 Kanal (1.75 acres) in the name of aforesaid Mr. Ranbir Singh and Mr. Ajay Singh.

- E. The Promoter is now developing and constructing a multi-storied residential Group Housing project under the name and style of "**Platinum Towers**" consisting of Towers named as Platinum A, Platinum B, Platinum C, Platinum D, Platinum E and Platinum F. The club house and proportionate EWS units, as per aforesaid license nos. 32 and 33 of 2009, license no 21 and 22 of 2016 (hereinafter referred to as "**Said Project**"). The aforesaid licensed land falls within the boundary wall of the project known as "Essel Towers", M.G. Road, Sector-28, Gurugram, Haryana.
- F. All the aforesaid Collaboration agreements have been executed on Principal – to – Principal basis and the Promoter has the requisite power of attorneys in its favour which fully empower and authorize the Promoter to sign, execute and register any documents on behalf of the land owners.
- G. By virtue of aforesaid arrangements, the Promoter has full right and liberty to enter into agreements with intending purchasers, realize sale price, issue receipts to the allottee(s), appoint brokers, pay brokerage, issue NOC etc. and to do all other acts, deeds and things necessary or incidental to the sale/transfer/allotment of apartments in the said project to any person/entity and being competent to do so is entering into this agreement.
- H. The Promoter has obtained approval of the Layout Plan / Demarcation Plan / Zoning Plan / Site Plan / Building Plan and all other requisite approvals for the Project, from the Director Town and Country Planning, Haryana, Chandigarh / Competent Authority(ies). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act, other laws as applicable and save & except as provided in clause 1.6 herein.
- I. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____;
- J. The Allottee had applied for the _____ apartment falling to the share of **Promoter / Landowner(s)-1 / Landowner-2 (tick whichever is applicable)** in the said Project vide application dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet and saleable area of _____ sqft, on _____ floor in [tower/building] no. _____ ("Building") along with covered/basement parking no. _____ as permissible under the applicable law and pro-rata share in the common areas as defined under

clause 2(i)(f) of Rules (hereinafter referred to as the "Said Unit/**Apartment**") more particularly described in **Schedule-__** and the floor plan of the said Unit/apartment is annexed hereto and marked as **Schedule-VII**.

- K. The parties hereby agree & declare that if the said Unit is falling under the share of the promoter, then the promoter shall deem to be Vendor and the landowner(s) -1 & 2 as the confirming party. Likewise, if the said unit is falling under the share of the landowner(s), then the concerned landowner(s) shall deem to be Vendors and the promoter as the confirming party.
- L. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, circulars etc., applicable in relation to the said Apartment/Project, which have been issued by the State of Haryana/statutory authorities particularly the provisions of the Act & Rules and allottee(s) is also aware of his/her/their obligation for registration of this Agreement in respect of the said Apartment, as and when informed by the Promoter/Landowner(s), as the case may be, in terms of the allotment of the said apartment.
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Landowner(s), as the case may be, hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified hereinabove.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter/Landowner(s), as the case may be, hereby agrees to allot to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para hereinabove.

- 1.2 The Total Price (excluding taxes) for the said Apartment based on the carpet area is Rs. _____/- (in words Rupees _____ only) ("**Total Price**").

Building/Tower No. :	Rate of Apartment per Square feet of the saleable area :-
Apartment no. :	Rs. _____/-
Saleable Area :	
Carpet Area :	
Floor :	
Finish :	
Schedule :	
Total Price:-	
Other Charges:-	
(a) Club membership charges	
(b) IFMS	

Explanation:

- (i) The Allottee has paid a sum of ₹ _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment for Residential usage alongwith parking at the time of application; the receipt of which the Promoter/Landowner(s), as the case may be, hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for Residential usage along with parking as per the Payment Plan opted by the Allottee [**Schedule-VIII**] and demanded by the Promoter/Landowner(s) from time to time and in the manner specified therein. Further, the allottee has paid a sum of Rs _____ (Rupees _____ only) towards GST on booking amount;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest (alongwith applicable GST) at the rate prescribed in the Rule 15 of the Rules.

- (ii) The Allottee shall be separately liable and responsible to pay all taxes like GST and cess or any other similar taxes, duties, levies or impositions which may be levied, in connection with the construction of the project as per applicable laws prevailing from time to time. All taxes including GST, levies, cess shall be charged in addition to the total price. In addition, the Allottee(s) shall be liable for the payment of Stamp Duty, Registration cost and out of pocket expenses for the

registration of the conveyance deed of the same. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter/Landowner(s), as the case may be, shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule 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, however, it is clarified that if there is increase in the taxes or fresh tax is imposed for the period prior to that, the allottee shall be liable to pay the same on demand by the Promoter or the Landowner(s) or the Competent Authority, as the case may be;

- (iii) The Allottee(s) shall be liable to pay from the date of offer of possession of his/her apartment, house tax/property tax, firefighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) proportionately.
- (iv) The Promoter/Landowner(s), as the case may be, shall periodically intimate to the Allottee(s), the amount payable under this Agreement and the Allottee(s) shall make payment demanded by the Promoter/Landowner(s), as the case may be, within the time and in the manner specified therein. In addition, the Promoter/Landowner(s), as the case may be, shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) The Total Price in respect of the Apartment; the specifications of which have been more fully described in **Schedule-_____** shall alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment but also of the Common Areas], infrastructure development charges, infrastructure augmentation charges, external development charges, cost of providing connectivity to the electricity supply upto energy meter, water and sewerage connections, fire detection and firefighting equipments, lifts in common areas etc. The prices herein above have been ascertained after considering the impact of Goods & Services Tax on cost of the Project. In case of fresh demand or any enhancement or

increase in the afore-stated charges by any Government / competent authority, prospectively or retrospectively, the same shall be payable by the Allottee (s) on demand by the Promoter/Landowner(s), as the case may be.

- (vi) In addition to the total price of the said Apartment, the Allottee(s) shall also be liable to pay Interest Free maintenance security [IFMS], maintenance charges, documentation charges, stamp duty, registration charges and any other charges/taxes as applicable including GST at the time of registration of this Agreement and Sale Deed, in respect of the Unit. Maintenance Deposit/IFMS (alongwith applicable Taxes including GST) shall be transferred to the Maintenance Society /Association of Allottees or its nominee at the time of conveyance of common areas and facilities to the Association without any interest. However, the Promoter shall have right to deduct from IFMS the maintenance charges unpaid by the Allottee before transferring the IFMS to the Society. The amount of IFMS collected from Allottee(s) shall be kept by the Promoter in separate account.
 - (vii) The Maintenance charges (alongwith applicable Taxes including GST) shall be charged after expiry of 2 months from the date of offer of possession on the monthly basis or taking of the possession of the apartment, whichever is earlier. The Maintenance charges shall be charged on the basis of actual cost incurred plus 10% by the first party or its nominee. The Maintenance charges will be charged by the Promoter till the maintenance of the said project is taken over by the registered society of the Allottees or by its nominee.
- 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/Landowner(s), as the case may be, undertake and agree 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/Landowner(s), 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, however, it is clarified that if there is increase in the taxes or fresh tax is imposed for the period prior to

that, the allottee shall be liable to pay the same on demand by the Promoter or the Landowner(s) or the Competent Authority, as the case may be.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-VIII ("Payment Plan")**.
- 1.5 The Promoter/Landowner(s), as the case may be, may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as mutually agreed between the parties. 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/Landowner(s), as the case may be, unless agreed upon by the allottee(s). It is further made understood that in case the Allottee(s) meets each milestone of the Payment Plan when raised as per **Schedule-VIII**, then the Promoter/Landowner(s), as the case may be, shall give a rebate, known as Timely Payment Discount, in the total price of the apartment @ Rs_____per Sq. fts. of the Saleable area. This Rebate/Timely payment discount shall be adjusted only in the last two installments in equal amounts as per Schedule VIII
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building/floor plan and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-VII & _____**, in respect of the apartment or building, without the previous written consent of the Allottee as per the provisions of the Act and Rules made there under or as per approval/ instruction/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approval/ instruction/ guidelines of the competent authorities.

However, it is made clear, fully agreed & understood by the Allottee(s) that the Promoter has already applied for additional FAR under Transit Oriented Development (TOD) Policy of the Government of Haryana which is likely to be allowed/sanctioned in near future and the Allottee(s) has no objection of any kind whatsoever to the same. It has also been made clear to the satisfaction of the Allottee(s) that the Promoter has planned structure design and all the essential services taking into consideration additional FAR.

Further it is fully agreed & understood by the Allottee(s) that the utilization of the said additional FAR shall result in the construction of additional Floors on the building block in which the Allottee(s) is being allotted an apartment and/or other building block(s) in said project and the same may also result in the change in the outer façade/building plan of the building(s) including but not

limited to change in number of units etc., to which the Allottee(s) shall have no objection and gives its irrevocable and unconditional consent in terms of Section-14 of the Real Estate (Regulation & Development) Act, 2016, Rules framed thereunder and/or any other law/directions from Competent Authority(ies). It is also understood that the calculation of common area has been done taking into consideration of the proposed map after sanctioning of TOD policy.

- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, 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/Landowner(s), as the case may be, 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 than five percent of the carpet area of the apartment, allotted to Allottee, the Promoter/Landowner(s), as the case may be, may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-VIII**. 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 the Promoter/Landowner(s), as the case may be, agrees and acknowledges, the Allottee shall have the right to the Unit/Apartment for Residential usage alongwith parking as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Unit/Apartment for Residential usage alongwith parking;
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Rules. The Allottee 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 and the Landowner(s) shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority as the case may be as provided under Rule 2(1)(f) of the Rules;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit/Apartment for Residential usage.

- 1.9 The Promoter and Landowner(s) agree to pay all outstanding payments before transferring the physical possession of the Unit/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 and Landowner(s) fail 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 Unit/Apartment to the Allottees, the Promoter and Landowner(s) agree 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 therefore by such authority or person.
- 1.10 Any right made by virtue of this agreement shall vest in the Allottee only upon actual realization of the payments/Cheques made in terms of this agreement.

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/Landowner(s), as the case may be, within the stipulated time as mentioned in the Payment Plan [**Schedule-VIII**] through A/c Payee cheque/demand draft/bankers Cheque or online payment (as applicable) in favour of M/s Essel Housing Projects Pvt. Ltd. / _____ payable at Delhi/Gurugram. In terms of the provisions of section 194-IA of the Income Tax Act, 1961, the Allottee(s) has to deduct TDS @ 1% or as applicable at relevant point of time out of the installment which is to be paid to the party of First Part and is further obliged to deposit/pay TDS amount to the Credit of Central Government and issue necessary TDS certificates to party of First Part.

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 and the Landowner(s) accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Landowner(s), as the case may be, 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/Landowner(s), as the case may be, immediately and comply with all necessary formalities as specified under the applicable laws. The Promoter and the Landowner(s) 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 Unit/ Apartment for Residential usage applied for herein in any way and the Promoter/Landowner(s), as the case may be, shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee authorizes the Promoter/Landowner(s), as the case may be, to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit/Apartment for Residential usage alongwith parking, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter/Landowner(s), as the case may be, to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

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 Unit/Apartment for Residential usage alongwith parking to the allottee(s) and the common area to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed demarcation-cum-zoning/ site plan/ building plan, specifications, amenities and facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit/Apartment for Residential usage alongwith parking is located and has accepted the floor/ site 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 the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and conditions of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 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 or as per approvals/ instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT/APARTMENT FOR RESIDENTIAL USAGE:

- 7.1 **Schedule for possession of the said Unit/Apartment for Residential usage** - The Promoter and the Landowner(s) agree and understand that timely delivery of possession of the Unit/Apartment for Residential usage alongwith parking (if applicable) 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, is the essence of the Agreement.

The Promoter/Landowner(s), as the case may be, assure to hand over possession of the Unit/Apartment for Residential usage alongwith parking if applicable as per agreed terms and conditions on or before _____, unless there is delay due to "force majeure", Court orders, Government policy/ guidelines/ decisions affecting the regular development of the real estate project. If, the completion of the Project 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 Unit/Apartment for Residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter/Landowner(s), as the case may be, shall refund to the Allottee the entire amount received by the Promoter/Landowner(s), from the allottee within ninety days. The promoter/Landowner(s), as the case may be, shall intimate the allottee about such termination at least 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/Landowner(s), as the case may be, and that the Promoter/Landowner(s), shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified & agreed between the parties that the amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST(if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded or paid, would not be refunded by the Promoter/Landowner(s), as the case may be, and the Allottee agrees to file for refund claim from the Government. The Promoter/Landowner(s), as the case may be, will provide necessary assistance in so far related to the documentation which may be required for claiming the refund from the government.

- 7.2 Procedure for taking possession of Unit/Apartment** – The Promoter/Landowner(s), as the case may be, upon obtaining the occupation certificate or part thereof of building blocks/Towers in respect of Group Housing alongwith parking shall offer in writing the possession of the apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter/Landowner(s), as the case may be, agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on their part. The promoter/Landowner(s), as the case may be, shall provide a copy (on demand) of occupation certificate or part thereof in respect of Group Housing alongwith parking at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges as defined above in clause 1.2(vi) and holding charges @ Rs 5 per sq. ft. of the saleable area which shall be payable in addition to the maintenance charges if the allottee fails to take the possession alongwith applicable Taxes (including GST) as determined by the Promoter/association of allottees/ competent authority, as the case may be.

- 7.3 Failure of Allottee to take Possession of Unit/Apartment for Residential usage** – Upon receiving a written intimation from the Promoter/Landowner(s), as the case may be, as per para 7.2, the Allottee shall take possession of the Unit/Apartment for Residential usage from the Promoter/Landowner(s) by

executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Landowner(s) shall give possession of the Unit/Apartment for Residential usage to the allottee as per terms and conditions of agreement.

In case the Allottee fails to comply with 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 maintenance charges and holding charges as specified in para 7.2.

It is mutually agreed between the parties that the Allottee(s) entering into this Agreement for the purchase of Bareshell Unit/Apartment as per Schedule- II, shall also execute an Indemnity-cum-Undertaking prior to carry out the fit-out works of their booked Unit/Apartment. A copy of the said Indemnity-cum-Undertaking has already been given to the Allottee(s) and annexed herewith as Schedule-XI and the Allottee(s) further confirms to have entirely agreed and understood the contents thereof and agreed to perform his/her/its/their obligations as detailed under the said Indemnity-cum-Undertaking which shall form a part & parcel of this Agreement.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks/Towers in respect of Group Housing colony and handing over the physical possession of the Unit/Apartment for Residential usage alongwith parking to the Allottee(s), it shall be the responsibility of the Promoter/Landowner(s) to hand over the necessary documents and plans, and 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.

- 7.5 **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/Landowner(s), as the case may be, the promoter/landowner(s) herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter/landowner(s)). The rate of interest payable by the allottee to the promoter/landowner(s) shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Promoter/Landowner(s), as the case may be, to the allottee within ninety days of such cancellation. The refund in case of cancellation would be restricted to the total price which has been paid by the Allottee(s) excluding taxes. The Goods and Service Tax on the demand made and/or amount received would not be refunded by the

Promoter/Landowner(s), as the case may be, and the Allottee(s) agrees to file for refund claim from the Government. The Promoter/Landowner(s) shall provide assistance insofar related to the documentation which may be required for claiming the refund from the Government.

7.6 Compensation - The Promoter/Landowner(s), as the case may be, shall compensate the Allottee in case of any 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 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "*force majeure*", Court order, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Unit/ Apartment for Residential/ Commercial / any other usage alongwith 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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter and the Landowner(s), as the case may be 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 Unit/Apartment for Residential usage , with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, 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 Unit/Apartment for Residential usage, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter and the Landowner(s) have 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) At present, the part of the project land and receivables thereon are mortgaged and hypothecated with PNB Housing Finance Limited. There are no other encumbrances upon the said land except mentioned above;
- (iv) All approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the Project as well as for the Unit/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 as well as for the Apartment for Residential usage and for common areas as provided under Rule 2(1)(f) of Rules;

- (v) The Promoter/Landowner(s) have the right to enter into this Agreement and have 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 and the Landowner(s), as the case may be, 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 as well as for the Unit/Apartment for Residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter/Landowner(s), as the case may be, confirm that the Promoter/Landowner(s), is not restricted in any manner whatsoever from selling the said Unit/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/Landowner(s), as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment for Residential usage alongwith parking to the Allottee(s), 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;

- (ix) The Schedule Property 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 Schedule Property;
- (x) The Promoter/Landowner(s), as the case may be, 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 Unit/apartment/ commercial unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation 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 Rules 2(1)(f) of Rules;
- (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 and the Landowner(s), in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the developed Unit/Apartment for Residential usage alongwith parking (if applicable) 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 Unit/Apartment for Residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by the 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:

- (i) Stop making further payments to Promoter/Landowner(s), as the case may be, as demanded by the Promoter/Landowner(s). 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/Landowner(s), as the case may be, shall be liable to refund the entire money paid excluding Taxes demanded or paid by the Allottee under any head whatsoever towards the purchase of the unit/ apartment, along with interest at the rate prescribed in the Rules within 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 at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit/Apartment for Residential usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee within 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 payment for two consecutive demands made by the Promoter/Landowner(s), as the case may be, as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest (alongwith applicable GST) to the promoter/Landowner(s) on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter/Landowner(s), as the case may be, in this regard, the Promoter/Landowner(s) may cancel the allotment of the Unit/Apartment for Residential usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid by

the allottee by forfeiting the booking amount paid for the allotment, taxes paid or demanded 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 two percent. The balance amount of money paid by the allottee shall be returned by the Promoter/Landowner(s), as the case may be, to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter/Landowner(s), as the case may be, arising out of the same shall thereupon, stand terminated. Provided that the Promoter/Landowner(s), as the case may be, shall intimate the allottee about such termination at least thirty days prior to such termination. It is clarified & agreed between the parties that the amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST(if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded or paid, would not be refunded by the Promoter/Landowner(s), as the case may be and the Allottee agrees to file for refund claim from the Government. The Promoter/Landowner(s), as the case may be, will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Landowner(s), as the case may be, on receipt of total price including applicable taxes including GST as per Clause-1.2, shall execute a conveyance deed in favor of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/ 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. 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/Landowner(s), as the case may be, to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter/Landowner(s).

11. MAINTENANCE OF THE SAID PROJECT / APARTMENT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the

association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance for two months has been included in the Total Price of the Unit/Apartment for Residential usage.

In case, the allottees/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 (alongwith applicable Taxes including GST) as spent on maintaining such essential services beyond his scope as per clause 1.2 (vi) and also the holding charges as described in para 7.2.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or obtaining of necessary certificate whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved 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. However, any hairline cracks due to weather changes and also wear tear of certain equipments will not be in the scope of the promoter.

It is further provided that the Promoter shall not be responsible for any defect in fit out in the Unit/Apartment which has been allotted to the Allottee(s) on bare shell basis and the fit out of the same has been finished by the Allottee(s) itself and also in any unit/apartment where any changes has been done by the allottee before or after taking the possession of the unit.

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

The Promoter/maintenance agency/association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces 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 Unit/Apartment for Residential usage, after giving due notice and entering the said premises 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 said project 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Apartment for Residential usage alongwith parking (if applicable) 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 Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable), 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 alongwith parking (if applicable) and keep the Apartment for Residential usage alongwith parking (if applicable), 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 / facade 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 hazardous or combustible goods in the Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/Landowner(s)/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 Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable), 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.

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

The Parties are entering into this Agreement for the allotment of a Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the said project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Landowner(s), as the case may be, executes this Agreement, he shall not mortgage or create a charge on the Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (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 Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable).

However, the Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement for Sale, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter/Landowner(s), as the case may be, as per the payment plan mentioned above on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 9.3 as stated above.

19. **APARTMENT OWNERSHIP ACT (OF THE STATE OF HARYANA):**

The Promoter has assured the Allottees that the project 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 of Haryana. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of the approvals/compliance:-

- (i) _____
- (ii) _____
- (iii) _____

20. **BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Promoter/Landowner(s), as the case may be, does not create a binding obligation on the part of the Promoter/Landowner(s) 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 State of Haryana.

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/Landowner(s), as the case may be, then the Promoter/Landowner(s), shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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 (after deducting taxes) 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/Landowner(s), as the case may be, has an option to forfeit ten percent of 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 said Unit/Apartment for Residential usage alongwith parking.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit/ Apartment for Residential/ Commercial / any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees(s) of the Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable). In case of a transfer, as the said obligations go along with the Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter/Landowner(s), as the case may be, 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-VIII] 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/Landowner(s), as the case may be, 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 Project, the same shall be the proportion which the area/ carpet area of the Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable) bears to the total area/ carpet area of all the Unit/ Apartments in the said Project.

27. **FURTHER ASSURANCES:**

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 completed upon its execution between parties at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter/Landowner(s), as the case may be and the Allottee. After the Agreement is duly executed between parties or

simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Gurugram and the expenses for the registration, stamp duty and other incidental expenses shall be borne by the Allottee. 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/Landowner(s), as the case may be, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Landowner(s) by Registered Post at their respective addresses specified below:

Name of Allottee _____
Allottee Address _____

Promoter Name & Address:-

M/s. ESSEL HOUSING PROJECTS (P) LTD.,
Registered office at LGF-10, Vasant Square Mall,
Plot-A, Sector-B, Pocket-V, Community Centre,
Vasant Kunj, New Delhi-110070 &

Corporate office at:-Suncity Business Tower,
Second Floor, Golf Course Road, Sector 54,
Gurugram-122002, Haryana.

Landowner(s)-1 Name & Address: (1) Shri Ranbir Singh,
S/o Shri Tek Chand
(2) Shri Ajay Yadav,
S/o Shri Ranbir Singh
both residents of House No. 845,
Sector-4, Urban Estate,
Gurugram, Haryana

Landowner-2 Name & Address: M/s Moonlight Continental Pvt. Ltd.
registered office at 75-E, Himalaya House,
23, K.G. Marg, New Delhi-110001

It shall be the duty of the Allottee and the Promoter/Landowner(s), as the case may be, to inform each other of any change in address subsequent to the execution of this Agreement on 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/Landowner(s) or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

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.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the unit/ apartment, building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, 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 a the adjudicating officer appointed under the Act.

ADDITIONAL INFORMATIONS AND DECLARATIONS BY MUTUAL CONSENT OF THE PARTIES HERETO WHICH ARE NOT DEROGATORY TO RERA FORMAT OF AGREEMENT:

It is retreated here to further clarify and is well understood by the allottee(s) that that the Promoter has already applied for additional FAR under Transit Oriented Development (TOD) Policy of the Government of Haryana which is likely to be allowed/sanctioned in near future and the Allottee(s) has no objection of any kind whatsoever to the same. It has also been made clear to the satisfaction of the Allottee(s) that the Promoter has planned structure design taking into consideration additional FAR.

Further it is fully agreed & understood by the Allottee(s) that the utilization of the said additional FAR shall result in the construction of additional Floors on the building block in which the Allottee(s) is being allotted an apartment and/or other building block(s) in said project and the same may also result in the change in the outer façade/building plan of the building(s) including but not limited to change in number of units etc., to which the Allottee(s) shall have no objection and gives its irrevocable and unconditional consent in terms of Section-14 of the Real Estate (Regulation & Development) Act, 2016, Rules framed thereunder and/or any other law/directions from Competent Authority(ies).

34. **SIGNAGE**

The Promoter shall be entitled to display neon or other signboards, at the roof, on the exterior of the Building/Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.

35. **CONDITIONS TO BE ABIDE BY THE ALLOTTEE(S) FOR THE PROPER UPKEEP AND MAINTENANCE OF THE COMPLEX AND TO RESPECT THE RIGHTS OF THE OTHER ALLOTTEE(S) / RESIDENTS :**

- 35.1 The Allottee(s)/Owners shall ensure that the pets are regularly vaccinated. No pets without proper leash shall be taken out of Apartment/Unit. Further the Allottee(s) / Owners shall ensure that pets do not defecate in the common areas of the Complex or Project, or untidy the Complex in any manner and only use the designated area for this purpose.
- 35.2 The Allottee(s) should not use the railing of the Balcony for drying clothes or as a store and the Allottee(s) are prohibited from installing all/any kind of CANOPY in the balcony of the said unit/apartment. The balcony shall only be used for sitting purpose and the Allottee(s) shall adhere to the rules and regulations of the Promoter / Association of Allottee(s) / Maintenance Society and Local /Municipal Authority as the case may be.
- 35.3 The outer units preferably VRV can only be installed in the dedicated space provided in the balcony and as illustrated in the HVAC drawing, No unit can be installed outside the mentioned space as illustrated in the HVAC drawing.
- 35.4 The façade of the building shall be maintained in its original shape and shall not be changed/altered in any manner whosoever.

- 35.5 It is clarified and agreed between the parties that any violation of the terms and conditions stipulated hereinabove regarding the usage and due observance of the guidelines/circulars or notifications issued from time to time by the Promoter / Maintenance Society / Association of Allottees, as the case may be, shall be contemplated as default within the meaning of usage under this agreement. If the Allottee(s) continues such defaults despite an intimation in this regard from Promoter / Maintenance Society / Association of Allottees, as the case may be, then in such eventuality, the allottee(s) shall be liable for a penalty of Rs.5000/- for first such kind of breach and Rs.10,000/- for subsequent breaches. In case; the Allottee(s) further continues to indulge in such kind of breaches or non-adherence with these guidelines/circular then the allottee(s) authorizes the Promoter/ Maintenance Society / Association of Allottees, as the case may be, to recover any such amount which may be incurred to make good/repair any such loss or damage to the said building/railing/unit/common areas etc. and to recover such amount of fine as imposed, and shall be added to the maintenance charges.
- 35.6 If the Allottee intends to carry out the interior adaptations and interior works in the Apartment/unit and seeks permission thereof, the Promoter / Maintenance Society may permit the same subject to the terms & conditions as are deem fit.
- 35.7 The Allottee(s) further undertakes to indemnify and keep and hold the Promoter/Landowner(s), as the case may be, indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses, which may be made or brought or commenced against the Promoter/Landowner(s), for non-compliance with any provisions of Law in respect of the said Apartment by the Allottee(s).
36. It is specifically made clear to the Allottee(s) that the Club House is not the part of the saleable area and is the exclusive property of the Promoter however the Allottee(s) being the members shall have a right to enjoy the facilities of the Club House on payment of applicable charges.
37. It is specifically made clear to the Allottee(s) that till the receipt of 60% of the total Price of the said Unit in time, no request for transfer/endorsement/assignment in respect of said Unit shall be allowed by Promoter and thereafter, same shall be allowed only upon making payment of administrative charges as applicable by the Allottee(s) to the Promoter.
38. It is mutually agreed between parties and also clarified herein that the Allottee(s) of the Bareshell unit/apartment shall abide by the Technical Guidelines as specified in **Schedule-IX**.

39. It is specifically made clear to the allottee(s) that schedule(s) to this agreement shall form an integral part of this agreement and the same shall be binding upon the parties.

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

Signed and delivered by the Allottee: (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
 photograph and sign
 across the
 photograph

(2) Signature _____
 Name _____
 Address _____

Please affix
 photograph and sign
 across the
 photograph

**Signed and delivered by the
 Promoter:**

(1) Signature (Authorised Signatory) _____
 Name _____
 Address _____

Please affix
 photograph and
 sign across the
 photograph

**Signed and delivered by the Landowner(s) – 1 /
 Landowner -2 (tick whichever is applicable)
 through its Attorney holder:**

(1) Signature (Authorised Signatory) _____
 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 _____

LIST OF SCHEDULES

Schedule-I	-	Limited Common Area & Specification
Schedule-II	-	Specification of Bareshell Unit/Apartment
Schedule-III	-	Specification of Silver Finish Unit/Apartment
Schedule-IV	-	Specification of Gold Finish Unit/Apartment
Schedule-V	-	Specification of Platinum Finish Unit/Apartment
Schedule-VI	-	Common Area Specification
Schedule-VII	-	Floor Plan of the Unit/Apartment
Schedule-VIII	-	Schedule of Payment
Schedule-IX	-	Technical Guidelines for Bareshell Unit/Apartment
Schedule-X	-	Details of License Land
Schedule-XI	-	Indemnity-cum-Undertaking (Only For Bareshell Unit/Apartment)

SCHEDULE-I
Limited Common Area & Specification

S.No.	Apartment No.	Terrace Area
1.	A-201	1756 sq.ft.
2.	A-202	304 sq.ft.
3.	F-201	304 sq.ft.
4.	F-202	1756 sq.ft.
5.	B-101	50.sq.ft.
6.	B-202	382 sq.ft.
7.	B-401	26 sq.ft.
8.	B-402	26 sq.ft.
9.	C-102	50 sq.ft.
10.	C-201	382 sq.ft.
11.	C-401	26 sq.ft.
12.	C-402	26 sq.ft.
13.	D-101	50 sq.ft.
14.	D-202	692 sq.ft.
15.	D-401	26 sq.ft.
16.	D-402	26 sq.ft.
17.	E-101	50 sq.ft.
18.	E-201	692 sq.ft.
19.	E-401	26 sq.ft.
20.	E-402	26 sq.ft.

SCHEDULE-II
Specification of Bareshell Unit/Apartment

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Living / Dining	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Air-conditioning	x

Master Bedroom	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Air Conditioning	x

Bedroom 2 & 3	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Air-conditioning	x
Bedroom 4	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Air Conditioning	x

Kitchen	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Counter	x

	Fittings / Fixtures	x
	Others	Provision of wet point in shaft

Master Bathroom	Flooring	Concrete
	Walls	x
	Ceiling	Concrete
	Counter	x
	Fittings / Fixtures	x
	Air Conditioning	x
	Others	Provision of wet point in shaft
Powder Room		Concrete
	Flooring	x
	Walls	Concrete
	Ceiling	x
	Counter	x
	Fittings / Fixtures	Provision of wet point in shaft
	Others	Provision of wet point in shaft

Other Bathrooms	Flooring	Concrete
	Walls	Concrete
	Ceiling	Concrete
	Counter	x
	Fittings / Fixtures	x
	Accessories	x

Servant Room	Flooring	Concrete
	Walls & Ceiling	Concrete
	Toilet	Provision of wet point in shaft and cut out in Floor

Balcony	Flooring	x
	Walls	Texture Paint
	Ceiling	Oil-bound Distemper

Lift Lobby	Flooring	Imported Marble in ground floor & above, Granite in basements
	Walls	Imported Marble & Acrylic Emulsion in ground floor, Granite with Acrylic Emulsion Paint in basements
	Ceiling	POP false ceiling with Acrylic Emulsion Paint
	Elevators	Access Controlled 2 Passengers and 1 Service lift in every tower

Doors, Windows & Wardrobes	Entrance Door	Hardwood framed polished solid Wood door
	Internal Doors	x
	External Doors & Windows	Aluminium Slim Line Doors and Aluminum Windows
	Wardrobes	x

Electrical Fixtures & Fittings		x
Air-Conditioning		Outdoor VRV Air Unit Only
Towers Available in		PLATINUM A, PLATINUM F

SCHEDULE-III
Specification of Silver Finish Unit/Apartment

Living / Dining	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Air Conditioning	VRV Ductable with AHUs

Master Bedroom	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	Acrylic emulsion paint with limited false ceiling as per design
	Air Conditioning	VRV Slim Line Ductless Unit

Bedroom 2 & 3	Flooring	IPC Flooring with provision for wooden flooring
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	Acrylic emulsion paint with limited false ceiling as per design
	Air conditioning	VRV High wall Units
Bedroom 4	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	Acrylic emulsion paint with limited false ceiling as per

		design
	Air Conditioning	VRV High Wall Units

Kitchen	Flooring	Imported Marble
	Walls	Gypsum Plaster
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Counter	x
	Fittings / Fixtures	Provisions for Chimney, Hop, Refrigerator, Microwave, Dishwasher
	Others	Provision of wet point in shaft

Master Bathroom	Flooring	Imported Marble
	Walls	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Air Conditioning	VRV Casette/High Wall
	Others	Provision for Gyesers
Powder Room		Imported Marble

	Flooring	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Walls	False ceiling with Acrylic Emulsion Paint
	Ceiling	Imported Marble / Granite counters with wash basins
	Counter	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Fittings / Fixtures	Provision for Gyesers
	Others	Provision for Gyesers

Other Bathrooms	Flooring	Imported Marble
	Walls	Tiles, Glass Partitions & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom of 4BHKs Only
	Accessories	Provision for Gyesers

Servant Room	Flooring	Ceramic Tiles
	Walls & Ceiling	Oil-bound Distemper

	Toilet	Ceramic Tile flooring & Dado, Indian make sanitaryware
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Balcony	Flooring	Tiles and Granite
	Walls	Texture Paint
	Ceiling	Oil-bound Distemper

Lift Lobby	Flooring	Imported Marble in ground floor & above, Granite in basements
	Walls	Imported Marble & Acrylic Emulsion in ground floor, Granite with Acrylic Emulsion Paint in basements
	Ceiling	POP false ceiling with Acrylic Emulsion Paint
	Elevators	Access Controlled 2 Passengers and 1 Service lift in every tower

Doors, Windows & Wardrobes	Entrance Door	Hardwood framed polished solid Wood door
	Internal Doors	Hardwood framed veneer finished flush doors
	External Doors & Windows	Aluminium Slim Line & aluminium Windows
	Wardrobes	x

Electrical Fixtures & Fittings		Modular Switches of Brands Like Legrand, Phillips or equivalent
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Air-Conditioning		VRV Air-Conditioning
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Towers Available in		PLATINUM A, PLATINUM B, PLATINUM C, PLATINUM D, PLATINUM E, PLATINUM F
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SCHEDULE-IV
Specification of Gold Finish Unit/Apartment

Living / Dining	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Air-conditioning	VRV Ductable with AHUs

Master Bedroom	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Air-conditioning	VRV Ductable with AHUs

Bedroom 2 & 3	Flooring	IPC Flooring with provision for wooden flooring
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Air-conditioning	VRV Ductable with AHUs
Bedroom 4	Flooring	Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion

		Paint
	Air Conditioning	VRV Ductable with AHUs

Kitchen	Flooring	Imported Marble
	Walls	Gypsum Plaster
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Counter	x
	Fittings / Fixtures	Provisions for Chimney, Hop, Refrigerator, Microwave, Dishwasher
	Others	Provision of wet point in shaft

Master Bathroom	Flooring	Imported Marble
	Walls	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Air Conditioning	VRV Ductable with AHUs
	Others	Provision for Gyesers
Powder Room		Imported Marble

	Flooring	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Walls	False ceiling with Acrylic Emulsion Paint
	Ceiling	Imported Marble / Granite counters with wash basins
	Counter	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Fittings / Fixtures	Provision for Gyesers
	Others	Provision for Gyesers

Other Bathrooms	Flooring	Imported Marble
	Walls	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom of 4BHKs Only
	Accessories	Provision for Gyesers

Servant Room	Flooring	Ceramic Tiles
	Walls & Ceiling	Oil-bound Distemper

	Toilet	Ceramic Tile flooring & Dado, Indian make sanitaryware
Balcony	Flooring	Tiles and Granite
	Walls	Texture Paint
	Ceiling	Oil-bound Distemper
Lift Lobby	Flooring	Imported Marble in ground floor & above, Granite in basements
	Walls	Imported Marble & Acrylic Emulsion in ground floor, Granite with Acrylic Emulsion Paint in basements
	Ceiling	POP false ceiling with Acrylic Emulsion Paint
	Elevators	Access Controlled 2 Passengers and 1 Service lift in every tower
Doors, Windows & Wardrobes	Entrance Door	Hardwood framed polished solid Wood door
	Internal Doors	Hardwood framed veneer finished flush doors
	External Doors & Windows	Aluminium Slim Line & Aluminium Windows
	Wardrobes	x
Electrical Fixtures & Fittings		Modular Switches of Brands Like Legrand, Phillips or equivalent

Air-Conditioning		VRV Air-Conditioning
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Towers Available in		PLATINUM A, PLATINUM F
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SCHEDULE-V
Specification of Platinum Finish Unit/Apartment

Living / Dining	Flooring	Premium Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Airconditioning	VRV Ductable with AHUs

Master Bedroom	Flooring	Premium Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Air Conditioning	VRV Ductable with AHUs

Bedroom 2 & 3	Flooring	Engineered Wood Flooring
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Airconditioning	VRV Ductable with AHUs
Bedroom 4	Flooring	Premium Imported Marble
	Walls	Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion

		Paint
	Air Conditioning	VRV Ductable with AHUs

Kitchen	Flooring	Premium Imported Marble
	Walls	Granite and Gypsum Plaster
	Ceiling	POP/Gypsum Plaster false ceiling with Acrylic Emulsion Paint
	Counter	Granite
	Fittings / Fixtures	Provisions for Chimney, Hop, Refrigerator, Microwave, Dishwasher
	Others	Modular Kitchenwork

Master Bathroom	Flooring	Imported Marble
	Walls	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Air Conditioning	VRV Ductable with AHUs
	Others	Vanities, Provisions for Gyesers

Powder Room		Imported Marble
	Flooring	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Walls	False ceiling with Acrylic Emulsion Paint
	Ceiling	Imported Marble / Granite counters with wash basins
	Counter	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom
	Fittings / Fixtures	Vanities, Provisions for Gyesers
	Others	Vanities, Provisions for Gyesers
Other Bathrooms	Flooring	Imported Marble
	Walls	Imported Marble & Acrylic Emulsion Paint on Gypsum Plaster Punning
	Ceiling	False ceiling with Acrylic Emulsion Paint
	Counter	Imported Marble / Granite counters with wash basins
	Fittings / Fixtures	Sanitary fittings of gessi/ Duravit / Toto or equivalent, CP fittings of gessi/ Grohe / Kohler or equivalent, Bathtub in Master Bathroom of 4BHKs Only
	Accessories	Vanities, Provisions for Gyesers

Servant Room	Flooring	Ceramic Tiles
	Walls & Ceiling	Oil-bound Distemper
	Toilet	Ceramic Tile flooring & Dado, Indian make sanitaryware

Balcony	Flooring	Tiles and Granite
	Walls	Texture Paint
	Ceiling	Oil-bound Distemper

Lift Lobby	Flooring	Imported Marble in ground floor & above, Granite in basements
	Walls	Imported Marble & Acrylic Emulsion in ground floor, Granite with Acrylic Emulsion Paint in basements
	Ceiling	POP false ceiling with Acrylic Emulsion Paint
	Elevators	Access Controlled 2 Passengers and 1 Service lift in every tower
Doors, Windows & Wardrobes	Entrance Door	Hardwood framed polished solid Wood door
	Internal Doors	Hardwood framed veneer finished flush doors
	External Doors & Windows	Aluminium Slim Line & Aluminium Windows
	Wardrobes	Modular Woodwork

Electrical Fixtures & Fittings		Modular Switches of Brands Like Legrand, Phillips or equivalent
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Air-Conditioning		VRV Air-Conditioning
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Towers Available in		PLATINUM A, PLATINUM F
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SCHEDULE-VI
Specification of Common Area

Ground Floor Lift Lobbies

- Double Height Lift Lobbies
- Imported Marble Flooring
- Air conditioned
- Suitably furnished with sitting arrangements
- False ceiling with LED lights

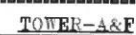
Typical Apartment Lift Lobbies

- Imported Marble Flooring
- False ceiling with LED lights
- Lift cladding by Imported Marble

Basement Lift Lobby

- Access Controlled
- Imported Marble/Granite Flooring
- False ceiling with LED lights
- Lift cladding by Imported Marble/Granite

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SCHEDULE-VIII
Schedule of Payment

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SCHEDULE-IX

Technical Guidelines for Bareshell Unit/Apartment*

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- I. The Allottee intending to purchase the Bareshell Model of the apartment shall be given permission to carry fit-outs of their respective allotted unit/apartment subject to the following terms. The permission to carry out the fit-outs shall not be construed as handing over of the possession in any way.
- (i) The Allottee shall pay the dues as per payment plan opted by him/her/it (Schedule-VIII) and obtain permission to carry out fit-outs by ____ (said date).
 - (ii) Before said date, the Allottee has to mandatorily get the final drawing in lines with Schedule-VII of their unit approved by the Promoter. The drawing shall be shared by the Allottee with the Promoter particularly in Autocad and PDF format duly signed and the Promoter will take thirty days to check and finalize each drawing from the date of its submission.
 - (iii) After the permission to carry out fit-outs is granted by the Promoter, the Allottee shall complete the fit-out/finishing work 6 months prior to the date of completion.
 - (iv) In the event of the default by the Allottee(s) by not paying the dues to the Promoter/Landowner(s), as the case may be, in time as per the agreed scheduled plan or not getting the drawings approved from the Promoter and thus not obtaining the permission to carry out the fit-out then in such eventuality, the Promoter shall be entitled to start finishing the work as per SILVER FINISH as provided in the brochure, at an extra cost of Rs. 2500/- per sq. ft. (alongwith with applicable Taxes including GST) on saleable area, which shall be chargeable from the Allottee(s) to which the Allottee(s) hereby unequivocally consents.
 - (v) If the Allottee(s) fails to start the fit out within a period of six months from the date of permission granted by the Promoter, whether said apartment falls to the share of Promoter or the Landowner(s), the Promoter shall be entitled to finish the fit out work as per SILVER FINISH as provided in the brochure, at an extra cost of Rs. 3000/- per sq. ft. (alongwith with applicable Taxes including GST) on saleable area which shall be chargeable from the Allottee(s) to which the Allottee(s) hereby unequivocally consents.
 - (vi) If the Allottee(s) fails to finish the fit out six months prior to the date of completion then, the Allottee(s) shall be liable to pay a penalty of Rs. 150/- per sq. ft (plus applicable GST) of the saleable area of the apartment to the Promoter. This penalty shall be in addition to the Maintenance and holding charges as per this agreement. Also note that the Promoter shall withdraw the

facility of material lift six months prior to the date of completion. The allottee will not be allowed to use any of the three main lifts in the tower incase they are in working condition for any material and labor movement.

(vii) At any point of time the Allottee(s) shall not change the façade of the building which includes the slim line aluminum façade, windows and doors, the balcony railings, the color of the façade, the position of VRV shafts, stone on the ledge wall, the depth and out pattern of the ceiling in the balcony and location of ceiling lights in balcony.

(viii) Since all the internal fit-outs are in the scope of the allottee and not the Promoter, therefore the warranties, guarantees, and maintenance of the same will also be in the scope of the allottee and not the Promoter.

The Allottee(s) understands and appreciates that the aforesaid covenants have been incorporated in the interest of all the Allottee(s) and for the timely completion of project. The above conditions are with respect to fit-outs pertaining to Silver finish apartments only and all other terms and conditions shall remain the same as for rest of the apartments in the said project.

The following are the list of technical works which are in the scope of Promoter and the Allottee(s).

(A) Plumbing

This section includes designing of soil and waste water, cold water supply (CWS), grey water for flushing and rain water.

(a) Promoter's scope of work

(i) The Risers for soil waste and waste water, cold water supply (CWS), grey water for flushing and rain water will be provided in various shafts of the apartment as per Schedule-VII.

(ii) The core cut, soil and waste drain/trap connections as per the approved fit-out drawing/layout (Schedule-VII).

(b) Allottee(s) scope of work

(i) The Allottee shall clearly mention the specification, make and model of all the sanitary fittings eg. EWC, bathtub etc. which require any core cut.

(ii) The core cut of any type required for any waste can be done only in the designated area as per drawing/layout (Schedule VII).

(iii) The core cut for the kitchen waste water can be done only in the designated area as per drawing/layout (Schedule VII).

(iv) Since the waterproofing in the wet areas is a key essential element to secure any leakages which can affect the building structure, the allottees floor and also can damage the finishing of the lower floor therefore the Allottee(s) shall get the water proofing done in the whole toilet/bathroom and Kitchen drainage area and get the same checked by the concerned team of the Promoter. The Allottee must inform the Promoter to check the waterproofing so that the promoter can immediately check the same by shallow flooding the waterproofed area for 7 days. No further work can be done without receiving quality check certificate for waterproofing from the Promoter. The Promoter at any point of time shall have the right to modify, break the flooring and cladding in case of waterproofing failure. The cost of such repair and breakage, if any, shall be borne by the Allottee(s) to which the Allottee(s) hereby unequivocally consents.

(B) Electrical Connections and Lighting etc.

(a) Promoter's scope of work

(i) Each apartment shall be provided with a load of ____ KW.

(ii) The main electrical supply will be provided upto and alongwith the energy meter at a designated shaft. An empty conduit will be provided/provisioned from the meter to the nearest outer wall of the unit as shown in the drawing/layout (Schedule VII).

(iii) The Balcony lights will be fixed after completion of Allottee's fit-outs at designated places decided by the Promoter in terms of the façade design. The Allottee cannot change the position and make of these lights.

(b) Allottee's scope of work

(i) The interior lights/conduits will be installed and all other necessary wiring will be done by the allottee(s) within the said unit/bareshell as per the approved drawings and said wiring shall conform to the provisions of Indian Electricity Rules, 1956 and the relevant ISI code.

(ii) The Allottee(s) shall connect all or any of FTTH/FTTP/Dish/Internet Cable/Telephone connecting wires/cables to the designated shaft as per drawings/layout (Schedule-VII).

(iii) The Allottee shall leave connections for balcony lights as per drawings/layout (Schedule-VII)

(C) Fire Alarm System

(a) Promoter's scope of work:

The Promoter will provide the designated connections from main fire panel to the repeater panel of the said unit/apartment in the shaft as per drawings/layout (Schedule-VII)

(b) Allottee's scope of work:

(i) The allottee shall install one smoke detector/multi-detector at every 12 sq. mts. of the area in the unit/apartment viz. dressing, bedrooms, kitchen, living room and all areas other than washrooms.

(ii) The allottee shall install smoke detector of any of these three companies namely Tyco, HD and System Sensor. The smoke detectors need to be installed at the highest level in the ceiling of the particular room and all the smoke detectors needs to be terminated at repeater panel.

(iii) The repeater panel needs to be of Honeywell Notifier brand.

(iv) The Repeater panel needs to be installed at a particular location in the fire shaft of the floor as shown in the drawing/layout (Schedule-VII).

(v) It shall be an obligation on the part of Allottee(s) to give full support and co-operation to the Promoter in getting the fire lines and fire sprinklers tested after commissioning of the same within the Apartment.

(D) HVAC/AIR-CONDITIONING

(a) Promoter's scope of work:

- (i) The Promoter will provide necessary louvers for HVAC space as per drawings/layout (Schedule-VII).
- (ii) The promoter will only provide the outdoor unit of VRV of _____ HP in case of apartment in tower Platinum A and Platinum F

(b) Allottee's scope of work:

- (i) All the indoor units alongwith necessary connections.
- (ii) It is mandatory to put VRV as an outdoor unit and that too in the designated area as per drawings/layout (Schedule-VII).
- (iii) Drain of any HVAC units needs to be terminated/connected in the AC drain line located in the shafts as earmarked in the drawings/layout (Schedule-VII).
- (iv) The Pipes/electrical wires or any other connections need not be visible in the balconies/external façade and needs to be taken inside the apartment as illustrated in the drawings/layout (Schedule-VII).

(E) False Ceiling

- (i) The false ceiling within the said unit/Apartment is within the scope of the Allottee(s).

The Allottee(s) should mandatorily maintain a minimum gap of 425 mm between the false ceiling and bottom of the above floor slab in all toilets, washrooms and kitchen for services of the above unit or as shown as the wet areas in the Schedule VII.

(F) Walls

The Allottee agrees to use Autoclaved Aerated Concrete Block (AAC Block) only.

(G) Fire Fighting System

(a) Promoter's scope of work:

- (i) The main header lines of the fire-fighting work will be provided as shown in the schedule (VII). The same will be provided before granting the permission for the fit-out of the apartment.

(ii) The Promoter will design the sprinkler branches in every room, dressings, living spaces other than toilets as per the Fire Norms under NBC 2016, Fire & Safety Bureau of Indian Standards, based on the approved fit-out drawing/layout. 380

(iii) Mentioned in schedule IX/1(ii). The same will be provided in the apartment within 2 months of giving permission for fitouts.

(b) Allottee's scope of work:

(i) The Allottee will install the final sprinkler as per the final design so that every part of the room/dressing/living spaces is covered with the spray in case of fire emergency

In Addition to the above guidelines, the allottee is not allowed to make any amendment in the load bearing structure columns and slabs. Allotees should sign the attached indemnity bond securing the material and people/labour used in the fit out of their apartment.

SCHEDULE-X
Details of License Land

Village	Licence No.	Kanal	Marla
Sukhrali	22 of 2016	7	0
	22 of 2016	7	0
	21 of 2016	1	11
	33 of 2009	5	0
	33 of 2009	8	0
	32 of 2009	8	0
	32 of 2009	8	0

44 11 (5.56875 Acres)

381

SCHEDULE-XI
Indemnity-cum-Undertaking
(only for Bareshell Unit/Apartment)

To be executed on Rs. 100/- Non-Judicial Stamp Paper to be purchased in
name of Allottee(s)

INDEMNITY BOND CUM UNDERTAKING

THIS **INDEMNITY BOND CUM UNDERTAKING** is made at Gurugram, Haryana on this ____ day of _____ 2018 by Mr. _____, S/o Sh. _____, R/o _____ (hereinafter referred to as "**The Allottee/Indemnifier**", which expression unless repugnant to the context or meaning thereof, shall include his/her legal heirs, legal representatives, administrators, successors, executors, nominees and assigns) of the FIRST PART

IN FAVOUR OF

M/s. Essel Housing Projects Private Limited, [CIN U70109DL1999PTC099190], a Promoter incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at LGF-10, Vasant Square Mall, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector- 54, Gurugram, Haryana, acting through its Authorized Signatory _____, who has been duly authorized vide board resolution dated _____ (hereinafter referred to as "**The Promoter/Indemnified**", which expression shall unless repugnant to the context includes its successors, administrators, executors, nominees and assignees) of the SECOND PART.

The expression(s) "The Allottee/Indemnifier" and "The Promoter/Indemnified" shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

The Indemnifier does hereby undertake and indemnify the Promoter as under:-

1. That vide Agreement for Sale dated _____, the Allottee has been allotted a Bare-shell Unit/Apartment bearing no. _____ having carpet area of _____ square feet and saleable area of _____ square feet on _____ floor in Tower no. _____ along-with covered/basement parking no. _____ (hereinafter referred to as the said "**Unit/Apartment**") in the multi-storied residential Group Housing Project being developed by the Promoter under the name and style of "**Platinum Towers**" consisting of Towers named as Tower A, B, C, D, E & F as per license bearing nos. 32 and 33 of 2009, license no 21 and 22 of 2016 and as per approved drawings vide Memo

No. ____ dated _____ sanctioned by the Director Town & Country Planning Department, Haryana (hereinafter referred to as the "**said Project**").

2. That, pursuant to the Agreement for Sale dated _____, in order to start the fit-out works of the said Unit, the Allottee shall be required to firstly get the Unit/site registered with the Project Supervisor/In-charge of the Maintenance Agency/Maintenance Society of the said Project and only upon receipt of such permission, the Allottee would start the fit-outs of the said unit. The said permission can be granted by the Project Supervisor/In-charge of the Maintenance Agency/Maintenance Society subject to adherence with following conditions during the period of carrying-out fit-out of the said unit by the Allottee:-

(i) The Allottee understands that the permission so granted by the Project Supervisor/In-charge of the Maintenance Agency/Maintenance Society shall be specifically for the limited purpose of carrying fit-out/interior designing, development of the bareshell unit and not to use the said unit for any illegal, unauthorized or for commercial purposes. The Allottee hereby agrees that the fit-out & development works in the said unit shall be carried-out only after getting approval of the drawings from the Promoter and adherence to the specifications and guidelines mentioned therein. It is further clarified & agreed by the Allottee that the permission granted to carry-out fit-out shall not be treated as the actual handing-over of the possession of the said unit.

(ii) The Allottee undertakes to complete the fit-out and development works as per approved drawings from the Promoter within the stipulated period of time as agreed under the Agreement for Sale dated _____. In case of delay in completion of the fit-out works within time frame as agreed under the Agreement for Sale, the Allottee agrees & undertakes to make payment of holding charges and the maintenance charges plus the cost/penalty as applicable in terms of the Agreement for Sale.

(iii) It shall be the sole responsibility & accountability of the Allottee to enter into a separate contract with a Contractor for the purpose of carrying-out and complete fit-out work of the said unit as per approved drawings and for this purpose, the Allottee shall be treated as a Principal Employer and shall be responsible to observe & comply with all applicable laws, building bye-laws, rules, regulations, circulars and notifications etc. issued from time to time by the Central/State/Statutory/Local Body particularly with respect to employment of labors, minimum wages, insurance of labors employed, material or equipment used, timings of construction including but not limited to the Workmen's Compensation Act, 1923, Contract Labor (Regulation & Abolition) Act, 1970, the Child and Adolescent (Prohibition & Regulation) Act, 1986, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and Other Construction Workers (Regulation of Employment and Conditions of Service)

Act, 1996, the Noise Pollution (Regulation & Control) Rules, 2000, the Unorganized Workers' Social Security Act, 2008 or any other law in force. 384

(iv) The Allottee shall submit the details of the contractor so employed for the purpose of carrying out fit outs work in the said unit and shall ensure that such contractors/contract labours shall use the specified service lifts, staircase for transporting material to upper floors.

(v) The Allottee shall be responsible to ensure complete safety of material and the equipment kept in the unit to be used or useable in the fit-out works undertaken and the Promoter/Maintenance Society shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. The Allottee shall be solely responsible to take proper insurance coverage for the labor employed, structure, material and the goods lying in the said unit and shall always keep the Promoter indemnified in this regard for all times to come. Further, the Allottee shall be responsible for the security and safety of all labor, material, equipment and valuables etc. kept inside the said Unit during the entire period of fit-out works and shall be solely responsible & liable for any theft, sabotage, accidents, claims etc. The Allottee shall register the list of contractors/workers/labors with the security staff of the Promoter/Maintenance Agency and the Allottee shall undertakes not to keep any hazardous material in the said unit. Further, the Allottee shall always keep the Promoter/Maintenance Agency/Maintenance Society indemnified from all or any loss, charge, claim, action, damage, demand, legal action, non-compliance etc. which may be brought against the Promoter/Maintenance Agency/Maintenance Society by any statutory/government body, third party or affected party in this regard.

(vi) The lock and key of the space wherein the materials & equipments to be utilized for the fit-out works is kept shall remain with the Allottee. Further, the Promoter/Maintenance Society shall not be liable for any loss or damage to the material and the equipment kept in the unit to be used or useable in the fit-out works and shall also not be responsible for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee during the course of carrying-out fit-out for the said unit or any work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee himself/herself/themselves/itself.

The Allottee shall indemnify and keep the Promoter/Maintenance Society harmless against all such claims or liabilities. In the event of any workman or labor engaged by the Allottee on full time/part time or casual basis, meeting with any accident arising out of or in the course of his employment for carrying-out fit-out works of the said unit, resulting in any injury, partial disablement or total disablement of whatsoever nature to him/her, the Allottee as a Principal

Employer shall be held liable to pay the amount of compensation as determined by the Concerned Authority and the Promoter shall not be liable for any such compensation, liabilities, charges and expenses.

(vii) The Allottee hereby agrees & undertakes that he/she/it/they shall carry-out the fit-out works and development in the said unit only at normal working hours i.e. 09:00 a.m. to 06:00 p.m. and shall adhere to the guidelines of the Promoter/Maintenance Agency/Maintenance Society in this regard. It shall be the responsibility of the Allottee to ensure that the labor so employed for the purpose of carrying-out fit-out of the said unit should not stay within the said unit or any other area within the said project after completion of his/her daily working hours and shall not use the same for the purpose of stay during the period of fit-out.

(viii) It shall be the responsibility of the Allottee to keep one firefighting extinguisher of 06 k.g. (Type-A, Type-B or Type-C) inside the said unit during the period of fit-out of the said unit.

(ix) The fit-out work undertaken to be carried-out by the Allottee shall not obstruct or affect the fit-out/interior work being done by any other Allottee(s) of the said Project and/or the Building or cause any nuisance of any kind, which may be objectionable to the Promoter or any other Allottee(s) of said Project. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after a written notice by the Promoter/Maintenance Society in this regard, the Promoter/Maintenance Society shall have the right to cancel the permission forthwith.

(x) That Allottee shall be permitted to carry out at his/her own cost the erection of internal partitions and other internal alterations and additions, however such partitions/additions/alterations should not damage the main structure of the Apartment/unit as well as false ceiling/sprinkler system/smoke detectors provided inside the said unit. The Allottee shall ensure that the said Unit partitions are not hammered, drilled or nailed and no load should be transferred on the partition walls and further undertakes not to cause any damage to the said unit/project and in the event of any such damage, the Allottee hereby agree & undertake to reimburse the same to the Promoter/affected party(s) the cost-of its rectification. Moreover, if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/permission on payment of fee, tax, etc., would be the sole responsibility of the Allottee.

- (xi) The Allottee shall ensure the disposal of all waste materials, debris etc. produced during the process of carrying-out fit-out/development work of the said unit at a particular location designated by the Supervisor/In-charge of the said project in gunny bags and not any other place. The Allottee further undertakes to keep the construction materials or any other equipment in relation thereto within the said unit and not outside the said unit.
- (xii) The Allottee shall pay the actual cost of electricity & water consumed and other direct expenses incurred by the Promoter/Maintenance Agency on account of carrying-out the fit-out/interior work in the said unit by the Allottee.
- (xiii) The Allottee shall comply with all directions/requirements, as stipulated by the Promoter/Maintenance Society or its authorized staff while carrying out the interiors in the unit.
- (xiv) The Allottee agrees & undertakes to abide by the Deed of Declaration filed/to be filed by the Promoter under the provisions of Haryana Apartment Ownership Act, 1983 for the said project in respect of the common areas and facilities and confirms that his/her/its/their rights to use the common areas and facilities shall be subject to the said Deed of Declaration.
- (xv) That the Allottee having full knowledge of Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and have also read and understood all provisions contained under the said Act and Rules made thereunder in true letter and spirit. The Allottee further understands that the present Indemnity-cum-Undertaking is being executed in accordance with aforesaid Act & Rules made thereunder and shall form an integral part of the Agreement for Sale dated ____ executed in respect of the said unit.
- (xvi) That the Allottee hereby specifically agree to indemnify and keep the Promoter indemnified, safe and harmless at all times against all or any losses, claims, charges, costs, penalties, damages, expenses and litigation which the Promoter may suffer and in such eventuality, the Promoter will be rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from the Allottee or his/her/its/their properties, as the case may be, arising due to breach or violation of the statement given under this undertaking.
- (xvii) The Allottee hereby certify that the above facts are true and binding and in case of any misrepresentation, non-adherence, non-performance or negligence by the Allottee then the Promoter will be rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from the Allottee, his/her/its/their legal heirs, nominees, successors.

IN WITNESS WHEREOF, I/We, the executants have executed this Indemnity Bond-Cum-Undertaking on the day, month and year first above written in the presence of the witnesses:

WITNESSES:-

EXECUTANT(S)

1.

2.

DRAFT**Allotment Letter**

Date:- _____

First Applicant:

Mr./Mrs./M/s _____

Co-Applcant:

Mr./Mrs./M/s _____

Dear Sir/Madam,

This is in reference to your Application Form dated _____; whereby you have applied for allotment of an Apartment in our multi-storied residential Group Housing Project being developed under the name and style of "**Platinum Towers**" situated within the revenue estate of Village-Sukhrali, Tehsil & District-Gurugram, Haryana; falling within the boundary wall of Essel Towers Project at M.G. Road, Sector-28, Gurugram, Haryana.

We are pleased to inform that you have been provisionally allotted an Apartment bearing no. _____ having carpet area of _____ sq. ft. and saleable area of _____ sq. ft., with _____ Finish, on _____ floor in Tower no. _____ along-with alongwith parking no. _____ in our afore-said Project.

The provisional allotment of the above-mentioned Apartment is subject to the terms & conditions as contained in Application Form/Agreement for Sale.

It is further requested to pay the Total Price and all other charges in accordance with payment plan opted by you as per the terms and conditions of your allotment.

You are kindly requested to accept the allotment letter by signing on the duplicate copy of the allotment letter and also requested to quote the allotment number in all future communication with us.

For any clarification and assistance, you may visit our office at _____ or email us at _____. We would be happy to assist you in this regard.

Warm Regards,**For Essel Housing Projects Private Limited**

(Authorized Signatory)