



Application Form

Green Parc 3

3 BHK Apartments, Sector - 92, Gurugram

APPLICATION FORM Green Parc 3

Application No.
Date.....
Flat No.
Customer Code No.

Please affix
Passport Size
Photograph

Please affix
Passport Size
Photograph

To,
M/s. Sare Gurugram Private Limited
(Formerly Ramprastha Sare Realty Private Limited)
E-7/12, LGF, Malviya Nagar,
New Delhi-110017

Sub: Application for Allotment of a Residential Apartment in the Group Housing Project, "Green Parc 3" situated at Crescent Parc Township, Sector-92, Gurugram, Haryana.

Dear Sir,

I/We request that I/We may be considered for allotment of an apartment, as more fully described in Performa hereinafter ("**Apartment**") in your aforesaid project being, "**Green Parc 3**" situated at Crescent Parc Township, Sector-92, Gurugram, Haryana ("**Project**") which is being developed by M/s. Sare Gurugram Private Limited (formerly M/s. Ramprastha Sare Realty Private Limited) (CIN U70109DL2006PTC152635 and PAN: AADCR3874R) ("**Promoter**").

I/ we opt to pay the Total Sale Price of the Apartment along with other charges and deposits, as per the **Payment Plan** enclosed herewith.

I/We remit, herewith, a sum of Rs. _____ (Rupees _____
_____ only) by Demand Draft/Cheque bearing no. _____ dated _____ drawn
on _____ favoring "Sare Gurugram Private Limited - Project Account VI", as prescribed application fee
as per the Payment Plan.

We understand that the submission of this signed application form and payment by me/us of the application fee shall not constitute a right to allotment of the Apartment and nor shall it create or result in any obligations on the Promoter towards me/us. I/We agree and note that the allotment of the Apartment is entirely at the sole discretion of the Promoter and the Promoter has the right to reject my / our application without assigning any reasons thereof and return the application fee without interest.

I/We agree to pay future instalments of Total Sale Price as per terms and conditions of the allotment herein contained, and as per the Payment Plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Agreement for Sale containing detailed terms & conditions and other subsequent agreements on Promoter's format as and when called upon by the Promoter.

I/We agree that the acceptance of my/our application do not entitle me/us to any right in the Apartment until the Agreement for Sale is executed and all payments towards Total Sale Price, in full, have been paid by me/us on or before the due dates. This Application does not constitute an agreement to sell.

I/We further agree that I/we shall abide by the terms and conditions of the Agreement for Sale for allotment of the Apartment.

PERFORMA

My/Our particulars are given below:

1. FOR SOLE OR FIRST APPLICANT

Applicant Name:	
Father's / Husband's Name:	
Date of Birth (in dd/mm/yy):	
Nationality:	
Qualification(s):	
Profession / Occupation & Designation:	

Permanent Address:

Correspondence Address:

Telephone Nos.: Residence Office Mobile

Email Address:

Marital Status (Tick one) Married Single No. of Children

Resident Status (Tick one) Resident Non -Resident

Aadhaar No:

PAN No. *
*Attach Form 60 or 61, as the case may be, if PAN is not available

2. CO- APPLICANT

Co-Applicant Name:

Father's / Husband's Name:

Date of Birth (in dd/mm/yy):

Nationality:

Qualification(s):

Profession / Occupation & Designation:

Permanent Address:

Correspondence Address:

Telephone Nos.: Residence Office Mobile

Email Address:

Marital Status (Tick one) Married Single No. of Children

Resident Status (Tick one) Resident Non -Resident

Aadhaar No:

PAN No. *
*Attach Form 60 or 61, as the case may be, if PAN is not available

1. COMPANIES / FIRMS / SOCIETIES / TRUST / OTHERS

Name of Company/ Firm/ Society/ Trust:

CIN / Registration No:

PAN No:

Registered Office Address:

Correspondence Address:

Telephone Nos: Office Fax

Email Address:

Name of Authorised Signatory: Aadhaar No of Authorised Signatory

Address of Authorised Signatory:

I/We enclose herewith self attested copies of following documents:

- 1) PAN Card
- 2) Identity Proof
 - a. Aadhaar Card
 - b. Passport
 - c. Election Card
 - d. Driving License
 - e. Photo Identity issued by Government / Defence Services / Public Sector undertaking with address
- 3) Resident Proof (in case permanent address is different from the address given in point 2 above)
 - a. Utility bill, which is not more than 3 months old
 - b. Bank statement / passbook not more than 3 months old containing residential address, along with the self-signed cheque from the same account and signed by the Applicant.
 - c. Letter from a recognized public authority or public servant verifying the address of the customer.
 - d. Domicile certificate with communication address Registered lease / leave and licence agreement with a utility bill in the name of the landlord.
 - e. Address proof in the name of the father / mother / spouse / blood relative of the Applicant, with a supporting document that establishes the relationship between the Applicant and the person in whose name the address proof is available.
- 4) Copy of Memorandum and Articles of Association and Board's Resolution (if Applicant is a company)
- 5) Copy of Partnership Deed/Authority Letter/Resolution (if Applicant is partnership firm/society/ trust)
- 6) All payment received from the Non Resident Indian Applicant shall be from NRE/ NRO account only and Applicant shall be required to provide copy of passport/ certificate of POI/ OCI.
- 7) This application shall be considered incomplete if not accompanied by the required documents.

DETAILS OF APARTMENT

Apartment No.	Building No.	Apartment Type	Floor
Carpet Area sq. mtr. (.....sq. ft.)		Saleable Area..... sq. mtr. (.....sq. ft.)	
No(s) of Parking..... Type of Parking (Open / Covered / Stilt / Basement)		Location of Parking	Area of Parking sq. ft.

Price List & Payment Plan - Tower T17

Unit Type	3 BHK + 2T	3 BHK + 3T
Type	A	B
Tower	T-17	T-17
Building Configuration	Stilt + 19 Floors (6 Units Per Floor)	
Carpet Area (as defined under RERA Act 2016)	76.65 sq mtr (825.06 Sq. Ft.)	85.26 sq mtr (917.7 Sq. Ft.)
Balcony Area	9.52 sq mtr (102.4 Sq. Ft.)	18.74 sq mtr (201.7 Sq. Ft.)
Unit Built-up Area (Carpet Area + Balcony Area + External Walls Area)	95.84 sq mtr (1031.62 Sq. Ft.)	113.45 sq mtr (1221.18 Sq. Ft.)
Saleable Area including proportionate Common Area	123.18 sq. mtr (1326 Sq. Ft.)	141.46 sq. mtr (1523 Sq. Ft.)
Unit Number on each floor as per Cluster Plan	1, 2, 4 & 5	3 & 6
(A) Net Basic Sale Price	66,16,740	75,99,770

All amounts given herein are in INR (₹)

Allied Charges (excluding PLC)		
Covered Car Parking (exclusive right to use parking slot)	2,50,000	2,50,000
Fire Fighting Charges	99,450	1,14,225
External Electrification Charges	1,98,900	2,28,450
EDC/IDC	3,75,258	4,31,009
Power Back-up Charges (3 KVA for 3BHK+2T & 4 KVA for 3BHK+3T)	60,000	80,000
Club Membership Charges [#]	2,00,000	2,00,000
(B) Total Allied Charges (excluding PLC)	11,83,608	13,03,684
(A+B) Total of Basic Sale Price + Allied Charges (excluding PLC)	78,00,348	89,03,454
(C) GST on Basic Sale Price + Allied Charges @ 12%	9,36,042	10,68,414
(A+B+C) Total Sale Price Including GST (excluding PLC)	87,36,390	99,71,868
(D) Preferential Location Charges (PLC) (payable extra if applicable)		
First to Third Floor	1,98,900	2,28,450
Fourth to Sixth Floor	1,65,750	1,90,375
Seventh to Ninth Floor	1,32,600	1,52,300
Green Facing	1,65,750	1,90,375
(E) GST on PLC @ 12%		
First to Third Floor	23,868	27,414
Fourth to Sixth Floor	19,890	22,845
Seventh to Ninth Floor	15,912	18,276
Green Facing	19,890	22,845
(D+E) PLC including GST		
First to Third Floor	2,22,768	2,55,864
Fourth to Sixth Floor	1,85,640	2,13,220
Seventh to Ninth Floor	1,48,512	1,70,576
Green Facing	1,85,640	2,13,220

*Total Sale Price = Basic Sale Price + Allied Charges + GST + Applicable PLC + Applicable GST on PLC

[#]Club Membership Charges are towards recovery of costs incurred for construction of Club

For 1326 sq.ft. Unit & For Home Loan Upto 75 Lac
Construction Linked Payment Plan cum Construction Linked Pre EMI Interest Subvention Payment Plan

Payment Stages	Payment (% of Total Sale Price*)	Payment by Customer	Payment By Notified Bank / HFC
Initial Application Fee	5%	5%	-
Within 30 Days of Booking and at Plinth Level	40%	-	40%
On Start of 2nd Floor Slab	10%	-	10%
On Start of 6th Floor Slab	10%	-	10%
On Start of 12th Floor Slab	10%	-	10%
On Start of 19th (Top) Floor Slab	10%	-	10%
On Completion of Flooring	5%	5%	-
On Offer of Possession	10%	10%	-
Total	100%	20%	80%

For 1523 sq.ft. Unit & For Home Loan Above 75 Lac
Construction Linked Payment Plan cum Construction Linked Pre EMI Interest Subvention Payment Plan

Payment Stages	Payment (% of Total Sale Price*)	Payment by Customer	Payment By Notified Bank / HFC
Initial Application Fee	5%	5%	-
Within 30 Days of Booking and at Plinth Level	40%	-	40%
On Start of 2nd Floor Slab	10%	-	10%
On Start of 6th Floor Slab	10%	-	10%
On Start of 12th Floor Slab	10%	-	10%
On Start of 19th (Top) Floor Slab	5%	-	5%
On Completion of Flooring	5%	5%	-
On Offer of Possession	15%	15%	-
Total	100%	25%	75%

*Total Sale Price = Basic Sale Price + Allied Charges + GST + Applicable PLC + Applicable GST on PLC

***Terms & Conditions:**

- Under the **Exclusive 'Retain Or Return Plan (3X Offer/3X Returns Scheme)'** offered by the Company at its sole discretion for limited period, customer shall have the right to either retain or cancel/withdraw the allotment of the apartment at the time of offer of possession of the apartment or on 31 DECEMBER 2020, whichever is earlier (Vesting Date). '0% Risk, 300% Returns' as mentioned herein is applicable only in case where customer exercises its choice of cancellation / withdrawal of the allotment of the apartment under this scheme by way of delivery of a written notice to the Company within 30 (thirty) days from the Vesting Date (Offer Period). Upon receipt of the written notice and completion of all formalities, the Company shall refund the amount to the customer as calculated in terms of the formula below :
Refund Amount = 3X + Y
Wherein:
X = initial application fee, to the extent of 5% of Total Sale Price of the apartment, directly paid by the customer to the Company as his / her own contribution; and
Y = any other instalments directly paid by the customer to the Company as his/her own contribution other than the initial application fee.
Illustration: Only the stipulated initial application fee, to the extent of 5% of Total Sale Price of the apartment, directly paid by the customer as his/her own contribution will be considered for the purposes of 3X Returns / 300% Returns inclusive of the stipulated Initial Application Fee For e.g., if the customer directly contributes Rs. 4 lakhs (5% of Total Sale Price) as initial application fee, then the customer will get Rs. 12 lakhs under the 'Retain Or Return Plan (3X Offer)'.
- Under the **Construction Linked Pre EMI Interest Subvention Payment Plan**, the Company shall pay to Bank/HFC, on behalf of the customers, all the Pre EMI Interest accrued on the disbursement of home loan, until the expiry of 30 days from the date of offer of possession of the Apartment.
- Approval of home loan & proportionate funding of tax component is at the sole discretion of the home loan providers & is subject to their policy in force at the time of home loan sanction & disbursement.
- In case customer's home loan sanction is less than 75% / 80% of the Total Sale Price, customer will have to proportionately pay the deficit amount as 'margin money' / 'own contribution' to the Company.
- Total Sale Price includes Maintenance Charges for a period of 3 months from date of possession.
- GST Rebate Scheme - The Company shall credit the amount of GST charged over and above 6% on Basic and Allied Charges. The credit shall be given at the time of possession subject to: Customer opting to retain the unit, Customer has fulfilled the obligation of making all due payments timely or has facilitated all loan disbursements timely, as per the Payment Plan opted. In case GST rate is revised in future and is equal to or below 6%, no such rebate shall be allowed.
- All cheques / demand drafts to be made in favour of "**SARE Gurugram Pvt. Ltd. - Project Account VI**", Payable at Delhi / New Delhi. Cash payment will not be accepted by the Company.
- No price change on sold units, other than due to change in area or taxes, if any.
- This is a limited period offer and the Company reserves the right to change price on unsold units.
- Total Sale Price is inclusive of all applicable taxes as per current GST and other tax laws, as prevailing on the date of the booking. Any change in future in Government taxes and levies like GST, Service Tax, VAT, Cess etc., will be charged as applicable.
- Further, in addition to the aforesaid Total Sale Price, Stamp duty, registration charges and other miscellaneous statutory charges, as applicable, shall be payable by the buyer at the time of registration of Agreement For Sale and Sale Deed.
- For detailed Terms & Conditions please refer to the Application Form and Agreement For Sale.
- 1 sq mtr = 10.764 sq ft

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF APARTMENT IN THE GROUP HOUSING PROJECT, "GREEN PARC 3", SITUATED AT CRESCENT PARC TOWNSHIP, SECTOR-92, GURUGRAM, HARYANA.

The Applicant(s) will be allotted the Apartment on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Agreement for Sale, an agreed form of which is annexed hereto as **Annexure A** herein (hereinafter referred to as the "**Agreement**"). The following terms and conditions amongst other terms and conditions are indicative in nature, and shall always remain binding on the Applicant(s). The Applicant agrees that the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations thereof has come into existence and effect, due to which the Promoter shall be entitled to carry out such changes in this Application/Agreement / any other agreement or part thereof as may be required and to which the Applicant shall not raise any objection and undertakes to sign any agreement or document in this regard.

1. The Applicant(s) declare that he/she/they are competent to make and submit the present application for booking of the aforesaid Apartment and there is no legal or contractual impediment or restriction on his/her/their making this application or the payment tendered hereunder.
2. The Applicant(s) confirms that he/she/they have been provided by the Promoter with all the relevant information, documents, plans, site map, specifications and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Promoter. The Applicant(s) has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Promoter in the land on which the Project is being developed, and has understood all limitations and obligations of the Promoter in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment. The Applicant(s) confirms that no further investigation in this regard is or shall be required by him/her/them.
3. The Applicant(s) shall be liable to pay a Total Sale Price of Rs. _____ (Rupees _____) for the purchase of the Apartment as per the Payment Plan. It is specifically agreed that the aggregate amount to the extent of 25% (twenty five percent) of the Total Sale Price shall always be treated as the booking amount ("**Booking Amount**").
4. The Applicant(s), in addition to the Total Sale Price, shall also be liable to pay to the Promoter cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement, maintenance agreement and the sale deed, at the then applicable rates.
5. The Promoter shall endeavour to handover possession of the Apartment on (**31.12.2020**). The time frame for possession provided hereinabove is tentative and shall be subject to '*force majeure*', court orders, government policy/ guidelines, decisions affecting the regular development of the Project and timely and prompt payment of all instalments and completion of formalities required.
6. **Retain or Return Plan (3X Returns Scheme):** Subject to the Applicant(s) in compliance with the terms and conditions, the Applicant shall be entitled, but not obligated, to either retain or cancel/withdraw the allotment of the Apartment only at the time of offer of possession of the Apartment by the Promoter or on **31 DECEMBER 2020**, whichever is earlier ("**Vesting Date**"). The Applicant must exercise its choice of cancellation / withdrawal of the allotment of the Apartment under this scheme by way of delivery of a written notice to the Promoter within 30 (thirty) days from the Vesting Date ("**Offer Period**"). Upon receipt of the written notice from the Allottee and subject to completion of all the formalities with regard to cancellation / withdrawal by the Allottee, the Promoter shall (a) refund an amount to the Applicant(s) as calculated in accordance with the formula provided herein below; and (b) be authorised to return the entire disbursement received from the respective bank/ financial institution under the Pre-EMI interest subvention plan directly to the bank / financial institution. If the Applicant(s) delivers a written notice to the Promoter expressing his desire to retain the allotment of the Apartment; or if the Applicant(s) fails to deliver the written notice within the Offer Period; or if the Applicant(s) fails to complete the formalities for cancellation / withdrawal within the Offer Period, then the right of the Applicant(s) to seek cancellation and 3X Returns under the aforesaid scheme shall lapse, and the Applicant(s) shall be deemed to retain the allotment of the Apartment.

Refund Amount = 3X + Y

Wherein:

X = initial application fee to the extent of 5% (five percent) of the Total Sale Price directly paid by the Applicant (*as his/her own contribution*) to the Promoter; and

Y = any other instalments directly paid by the Applicant (*as his/her own contribution*) to the Promoter other than the initial application fee.

7. In the event the Applicant(s) delivers a written notice to the Promoter expressing his/her desire to retain the allotment of the Apartment under the Retain or Return Plan (3X Returns Scheme), then he/she shall be entitled to a rebate, against the GST levied on the Apartment to the extent of any amount exceeding the rate of 6% (six percent), in the form of credit note to be adjusted at the time of possession . It is clarified that the rebate under this provision will be available only if (a) the Applicant(s) delivers a written notice to the Promoter for retaining the allotment within the Offer Period (b) the Applicant(s) have fulfilled the obligation of timely instalment payments / loan disbursements as per the payment plan opted, and that no rebate will be available if the GST levied against the Apartment is at a rate of 6% (six percent) or lower.
8. The Applicant(s) hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance

agency appointed by the Promoter or the association of allottees (“**Maintenance Agency**”) and performance by the Applicant(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the association of allottees from time to time. It is incumbent upon the Applicant(s) to sign and execute a separate agreement for maintenance with the Maintenance Agency in this regard.

9. The Applicant(s) declare that this Application is made solely for his/her/them and in the event, he/she/they intend to transfer this booking either in the name of any third party, he/she/they shall obtain the prior written consent of the Promoter and pay the necessary transfer /assignment charges as may be determined by the Promoter from time to time. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination / transfer/ assignment of the Apartment by any authority, the Promoter will have to comply with the same and the Applicant(s) has specifically noted the same.
10. It shall be an essential condition of allotment that the Apartment shall not be used for any purposes other than for residential purposes.
11. In case the Applicant(s) wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Apartment applied for, the Promoter shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only; (b) The responsibility of getting the loan sanctioned and disbursed as per the Payment Plan shall rest exclusively on the Applicant(s); and (c) In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by provisions contained in clause 12 below.
12. The payment on or before the due date of the instalment of the Total Sale Price by the Applicant(s) as per the Payment Plan and as demanded by the Promoter from time to time is the essence of the allotment. In case, the Applicant(s) fails to make the payments for any installment, as aforesaid, the Applicant(s) shall be liable to pay interest thereon at the rates as prescribed in the Real Estate (Regulation and Development) Act, 2016 and the rules prescribed therein from the due date of the instalment / payment till the date of actual payment. However, in case the Applicant(s) fails to make the payment with interest as aforesaid within a period of 90 (ninety) days from the notice of the Promoter in this regard, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Applicant, shall have the right to cancel the allotment, and apply the amounts in the manner provided in clause 14 hereinafter.
13. In addition to the aforesaid reason, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Applicant, shall have the right to cancel the allotment in the event of other defaults/breach of the terms and conditions of allotment/transfer contained herein including if any information provided by the Applicant(s) are found to be false or misleading. Further, in the event of default for any reason whatsoever in terms of the loan agreement entered into with the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Promoter, upon receipt of such request from the financial institution / agency without any reference to the Applicant(s), to forthwith cancel the allotment of the Apartment.
14. In the event of cancellation of allotment for the reasons provided in clauses 12 and 13 hereinabove and / or in the event of cancellation/withdrawal by the Applicant from the Project except for the default of the Promoter, the Applicant(s):
(a) (Applicable in cases of financing from bank/financial institution) hereby authorize the Promoter to (i) repay directly to the financial institution/agency the entire disbursement amount received by the Promoter till that date from the financial institution / agency, and (ii) forfeit, out of the amounts directly paid/payable by the Applicant(s) (i.e., Applicants' own contribution), the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage payout borne by the Promoter, and refund the balance amount directly to the bank/financial institution, without any interest, if any, OR the Applicant(s) shall be liable to pay to the Promoter the deficit amount (i.e., the difference between the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage, and the Applicants' own contribution paid till the date of cancellation), within 30 (thirty) days from the date when it becomes due.
(b) (Applicable in cases of 100% self financing) hereby authorize the Promoter to forfeit, out of the amounts paid/payable by the Applicant (i.e., Applicant's own contribution), the Booking Amount, any interest due, and commission / brokerage payout borne by the Promoter, and refund the balance amount to the Applicant(s), without any interest, if any, OR the Applicant(s) shall be liable to pay the deficit amount (i.e., the difference between the Booking Amount, any interest due and commission / brokerage, and the Applicants' own contribution paid till the date of cancellation), within 90 (ninety) days from the date when it becomes due.
15. The Applicant(s) has been made to understand that the completion and progress of construction is subject to timely receipt of instalments and other charges as per the Payment Plan. The Applicant(s) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the funding of the Project and hamper / delay its progress, resulting into incurring losses and/or damages by the Promoter.
16. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Apartment or on the construction of the Project or on the input or materials or equipment's used or supplied in execution of or in connection with the construction of the Apartment at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Applicant(s) only on pro-rata basis and the Applicant(s) shall keep the Promoter duly indemnified for the same.
17. In case of any revision in the internal development charges, infrastructure augmentation charges, external development charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc., of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be binding on the Applicant(s) and shall be charged to the account of the Applicant(s) on pro-rata basis and be payable to the Promoter on demand.
18. The Applicant(s) shall be responsible and liable to pay to various government / private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Apartment as per the

- bills raised through pre-paid metering or otherwise. The Applicant(s) shall also be liable to pay the municipal / house / property tax etc., by whatever name called, in respect of the Apartment from the date of levy thereof.
19. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Promoter / Maintenance Agency.
 20. The Applicant(s) agree that it shall be the responsibility of the Applicant(s) to comply with the necessary formalities as laid down in the Foreign Exchange Management Act ("**FEMA**") (if applicable) with respect to remittance of payments, acquisition, sale, transfer of immovable property(ies) etc., and provide the Promoter with such permissions, approvals, which would enable the Promoter to fulfil its obligations. The Applicant(s) agree that in the event of any failure on our part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall alone be liable for any action under FEMA and he/she/they will keep the Promoter fully indemnify and harmless in this regards.
 21. In case there are joint Applicant(s), all communications shall be sent by the Promoter to the first Applicant(s) only at the mailing address given by him which shall be deemed as served on all Applicant(s) and no separate communications shall be sent to the joint Applicant(s). The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Applicant(s) and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
 22. All payments by the Applicant(s) shall be made to the Promoter through Demand Drafts/Cheques drawn upon scheduled banks in favour of "*Sare Gurugram Private Limited – Project Account VI*" payable at New Delhi only. In cases of dishonour of the cheque(s) comprising the Booking Amount / token advance or any other instalment due to any reason, without prejudice to any other legal right or remedy the Promoter may have, the Promoter may accept a fresh cheque by imposing administration charges of Rs. 1,000/- per instance and/or the Promoter reserves its right to cancel the allotment and treat the Booking Amount/ token advance as forfeited, and the Promoter shall be freely entitled to re-allot the Apartment to any other third party .
 23. The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same. The Applicant(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant(s) and are not exhaustive. The terms and conditions will be comprehensively set out in the Agreement.
 24. The Applicant(s) understands and agrees that under no circumstances shall, the payments made under this Application or subsequent agreements, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the Apartment and handover of possession of the Apartment in his/her/their favour is contingent on the payment of the complete Total Sale Price and all outstanding dues and faithful performance by him/her/them of all the obligations agreed and undertaken herein.
 25. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Agreement to the Promoter within thirty (30) days from the date of dispatch of the Agreement by the Promoter and thereafter, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. Any failure on the part of the Applicant(s) to return the duly signed Agreement and/or appear before the Sub-Registrar for its registration within the stipulated time, then the Promoter shall serve a fair opportunity / notice to the Applicant(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Applicant(s), application of the Applicant(s) shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the application fee shall be returned to the Applicant(s), after forfeiting 10% (ten percent) of the Booking Amount, without any interest or compensation whatsoever, and the Applicant(s) shall be left with no right and/or interest whatsoever in the Apartment applied for by the Applicant(s).
 26. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.)

ANNEXURE A
AGREED FORM OF AGREEMENT FOR SALE

Important Instructions to the

Please read carefully:

Any one desirous of purchasing the Apartment (*as defined in the Agreement*) is required to execute 2 (two) copies of the enclosed Agreement for each Apartment desired to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Apartment and should be read carefully by the Allottee(s). The Allottee(s) are expected to read each and every clause of the Agreement carefully; understand the legal implications thereof, his/their obligations and liabilities and obligations and limitations of the Promoter (as defined in the Agreement).

The Allottee(s) shall thereafter, execute and deliver 2 (two) copies of the Agreement to the Promoter within thirty (30) days from the date of dispatch of the Agreement by the Promoter and thereafter, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. Any failure on the part of the Allottee(s) to return the duly signed Agreement and/or appear before the Sub-Registrar for its registration within the stipulated time, then the Promoter shall serve a fair opportunity / notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the application fee shall be returned to the Allottee, after forfeiting 10% (ten percent) of the Booking Amount, without any interest or compensation whatsoever, and the Allottee(s) shall be left with no right and/or interest whatsoever in the Apartment applied for by the Allottee(s).

The Promoter reserves the right to request for thorough identification, financial and other information as may be required, concerning the Allottee(s). The Promoter may reject and refuse to execute the Agreement if it is found that the Allottee(s) have made any hand written annotations /corrections /alterations /modifications therein.

The Allottee(s) confirms having read and understood the above instructions and each and every clause of the Agreement and the Allottee(s) now executes the Agreement being fully cognizant of his/her rights and obligations and the limitations of the Promoter thereunder and undertakes to faithfully abide by all the terms and conditions of the Agreement.

X _____
Allottee(s)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as the “**Agreement**”) is made at Gurugram, Haryana on this day of _____, 20__.

BETWEEN

SARE GURUGRAM PRIVATE LIMITED (formerly Ramprastha Sare Realty Private Limited), (having CIN No. U70109DL2006PTC152635 and PAN AADCR3874R, a company registered under the provisions of the Companies Act, 1956, and having its registered office at E-7/12, LGF, Malviya Nagar, New Delhi-110017 and corporate office at Crescent ParC Township, Sector - 92, Gurugram, Haryana, being represented by, authorised signatory Mr. _____ (Aadhaar No. _____) authorised vide board resolution dated _____, (hereinafter referred to as the “**Promoter**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators and assignees, of the **ONE PART**.

AND

M/s Ramprastha Sare Land Holding Company Two Private Limited, (having CIN No. U74300DL2006PTC155670 and PAN AABCE7000Q) a private limited company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at E-7/12, LGF, Malviya Nagar, New Delhi-110017 through its authorized signatory Mr. _____ (Aadhaar No. _____) authorised vide board resolution dated _____, (hereinafter referred to as the “**LO 1**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns), of the **SECOND PART**;

AND

M/s Ramprastha Sare Land Holding Company Five Private Limited, (having CIN No. U51500DL2006PTC155672 and PAN AACCC9744L) a private limited company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at E-7/12, LGF, Malviya Nagar, New Delhi-110017 through its authorized signatory Mr. _____ (Aadhaar No. _____) authorised vide board resolution dated _____, (hereinafter referred to as the “**LO 2**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns), of the **THIRD PART**.

(Hereinafter the parties to the First Part, Second Part and Third Part are jointly and collectively referred to as the “**Vendors**”)

AND

M/s. S.A. Infracon Private Limited, (having CIN No. U45200HR2006PTC064514) a private limited company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot no 114, Sector 44, Gurgaon -122002 through its authorized signatory Mr. _____ (Aadhaar No. _____) authorised vide board resolution dated _____, (hereinafter referred to as the “**CONFIRMING PARTY**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns), of the **FOURTH PART**.

AND

(FOR INDIVIDUALS)

Sole/First Applicant

1. Mr./Mrs./Ms.
(PAN.....Aadhaar No.),
S/o, W/o, D/o of Shri.....,
R/o.....

Second Applicant

1. Mr./Mrs./Ms.
(PAN.....Aadhaar No.),
S/o, W/o, D/o of Shri.....,
R/o.....

Sole Applicant

Join/Co-Applicat

(hereinafter individually / jointly, as the case may be, referred to as the "Allottee"), which expression shall unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees, of the **OTHER PART**.

OR

(FOR PROPRIETORSHIP/HUF/PARTNERSHIP FIRMS)

M/s....., a proprietorship / HUF/ Partnership firm, having its registered office at(PAN), through its proprietor / karta/partner Shri/Smt.....(Aadhaar No.), duly authorized in this behalf, (hereinafter referred to as the "Allottee"), which expression, unless repugnant to the context or meaning thereof, shall mean and include its present proprietor, karta / members, partner(s) who may be admitted subsequently and their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees, of the **OTHER PART**.

OR

(FOR COMPANIES)

M/s., (having CIN NO. PAN), a company registered under the provisions of the Companies Act, 1956, having its registered office at.....acting through its Shri..... (Aadhaar No.), duly authorized on its behalf, (hereinafter referred to as the "Allottee"), which expressions, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest executors, administrators and permitted assignees, of the **OTHER PART**.

The Promoter and the Allottee shall hereinafter be either collectively referred to as the "Parties" and individually as a "Party". It is clarified that the use of any gender, in this Agreement or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of this Agreement and the same shall be read and construed accordingly as the context demands.

WHEREAS:

- A. The Promoter, LO2 and LO5 are the absolute and lawful owners of 48.818 Acre (69654.493 square meters) of land situated at situated at village Wazirpur and Mewka, in Residential Sector 92, in Tehsil & District Gurgaon, Haryana ("Said Land") vide sale deed(s) whose details are provided in **Annexure 1** herein. By virtue of an inter-se arrangement M/s. Ramprastha Sare Landholding Company Two Pvt. Ltd., and M/s. Ramprastha Sare Landholding Company Five Pvt. Ltd., has granted to the Promoter, absolute rights to develop and complete a residential project / colony on the Said Land and to allot, sell, lease and transfer the saleable area/units/flats available on development and enter into suitable arrangements with the prospective buyer(s) for this purpose
- B. The Said Land is earmarked for the purpose of development of a residential group housing colony, comprising multi-storeyed apartment buildings along with other common services and facilities, and the said project shall be known as "**GREEN PARC 3**" ("**Project**").
- C. The Director, Town and Country Planning, Haryana, Chandigarh ("**DTCP**") has granted the approval/ sanction to develop the Project on the Said Land vide approval bearing Licenses. No 44 of 2009 dated August 14, 2009 and 68 of 2011 dated July 21, 2011 ("**License**") in the name of Confirming Party & Others. DTCP granted permission for transfer of license vide Memo no LC-1635-II- JE(VA)-2013/ 36806 dated 17.04.2013 and Memo no LC-1635-II- JE(VA)-2013/ 36804 dated 17.04.2013 (Collectively "**Permissions**") in the name of the Promoter. Pursuant to the Permissions, the Promoter has applied for transfer of License with DTCP. The Building Plan approval has been granted vide approval no ZP-562/JD (BS)/ 2012 dated 15.02.2012 for 2613 apartment including of 462 EWS, Provision for Community Building/ Club House, Four Nursery Schools, Two Primary Schools, One High School, Dispensary, and Religious Building and area for Convenient Shopping.
- D. The Confirming Party / Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project, as the case may be, from DTCP/other competent authorities. The Confirming Party / 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 (as defined hereinafter) / any other laws of the State of Haryana as applicable.
- E. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at

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Panchkula on _____ under registration no. _____ of 2017.

- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- G. The Allottee had applied for a residential apartment in the Project vide application no. _____ dated _____ (“**Application**”) and has been allotted Apartment no. _____ having Carpet Area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ in the Project (“**Said Building**”) along with stilt/basement parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the said parking], as permissible under the applicable law and of pro rata share in the Common Areas (hereinafter referred to as the “**Apartment**”, as more particularly described in **Annexure A** and the floor plan of the Apartment is annexed and marked as **Annexure B** hereto).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee has inspected all the approvals, permissions, sanctions, licenses, building plans and / or related documents including ownership records in respect of the Said Land and has fully satisfied themselves about the rights, title, limitations and interest of the Promoter. The Allottee further acknowledges that Promoter has readily provided all information/ clarifications required by them in this regard. The Allottee acknowledges that he/they have relied solely on his/ her/ its/ their own judgment and investigation while deciding to execute this Agreement.
- J. The Allottee acknowledges that the Promoter has readily provided all information, clarifications as required by him / her / it / they up to his / her / its / their satisfaction and that he/she/it/they has/have not relied upon and is/are not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, or otherwise, made by the Promoter, its selling agents/ brokers or any other person including but not limited to any representations relating to description or physical conditions of the Said Land, the tower/Said Building or the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee, estimated facilities/amenities to be made available to the Allottee, or any other data or promises or assurances except as specifically represented in this Agreement and that the Allottee has solely relied on his/her/its/their own judgment and investigation in deciding to enter into this Agreement and to purchase the Apartment and that this Agreement is self-contained and complete in all respects and supersedes all earlier oral or written or other representations or statements, if any.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Land and the Project, and that they have clearly read and understood their rights, duties, responsibilities and obligations under each and every clauses of this Agreement and the obligations of the Promoter.
- L. The Allottee, after fully verifying and satisfying itself/ himself/herself/themselves with the stated facts, has applied to the Promoter for allotment of the Apartment in the said Project vide the aforesaid Application and agreeing to abide by the terms and conditions as set out in the said Application. Accordingly, the Promoter, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in the Application and this Agreement, has accepted, in good faith, his/her/ their said Application and has allotted the Apartment to the Allottee.
- M. The allotment as aforesaid shall entitle the Allottee to purchase the Apartment as mentioned hereinafter. This Agreement is for sale of completed Apartment. The ownership of the Apartment will be transferred to the Allottee on execution and registration of the sale deed. Till the date of execution and registration of the sale deed of the Apartment, the ownership right in the Apartment will remain with the Promoter. The said transfer of the title of the Apartment shall be effected by the Promoter subject to the payment of consideration and all other dues by the Allottee in accordance with the terms and conditions of this Agreement.
- N. The Carpet Area and Super Area of the Apartment mentioned in this Agreement are tentative and is subject to change till the date the Apartment / Said Building is completed in all respects and occupancy certificate / part occupation is granted by the competent authority and thereafter the Promoter shall confirm the final Carpet Area and Super Area of the Apartment. The consideration and other charges, calculated herein, are on the basis of tentative carpet area and super area of the Apartment. The said Carpet Area and Super Area may increase or decrease on completion of the Apartment / Said Building, and as such, these amounts may be proportionately changed keeping in view of the increase or decrease in the Carpet Area and Super Area of the Apartment. However, the confirmed Carpet Area and Super Area and the amounts/price of the Apartment shall be incorporated in the sale deed to be executed subsequently.

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- O. The Allottee agrees that the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations prescribed therein have come into existence and effect, due to which the Promoter shall be entitled to carry out such changes in this Agreement/any other agreement or part thereof as may be required under law or otherwise permitted under law and to which the Allottee shall not raise any objection and undertakes to sign any agreement or document in this regard.
- P. 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.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment alongwith parking (if applicable) as specified herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS AGREEMENT WITNESSTH, AS UNDER:

1. DEFINITIONS

1.1. For the purpose of this Agreement, unless the context otherwise requires:

- 1.1.1. **“Act”** means the Real Estate (Regulation and Development) Act, 2016, as amended or modified from time to time;
- 1.1.2. **“Carpet Area”** means the net useable floor area of the Apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- 1.1.3. **“Common Areas”** as defined under Rule 2(1)(f) of the Rules;
- 1.1.4. **“Government”** means the Government of the State of Haryana;
- 1.1.5. **“Limited Common Areas and Facilities”** means those common areas and facilities within the Project earmarked/ reserved including open / basement car parking spaces, storages etc., for use of certain apartment or apartments to the exclusion of the other apartments;
- 1.1.6. **“Rules”** mean the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, as amended or modified from time to time;
- 1.1.7. **“Super Area”** shall mean and include the entire Carpet Area of the Apartment and inclusive of the area under the external / periphery walls, area under columns, cupboards, services/plumbing shafts, projections, pergolas, projections, area covered by exclusive balconies or verandah area and exclusive open terrace area and half the area of common walls with adjoining apartments, plus proportionate share of area utilized for common use and facilities such as entrance lobby, staircases, upper floor lobbies and landings, lift cores at every level, lift machine rooms, lifts shafts, generator room, electrical room /substations /transformers, security room etc., and any other common constructed area for the Said Building/Project.

2. ALLOTMENT

2.1. Subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell/transfer the Apartment to the Allottee and the Allottee hereby agrees to purchase the Apartment (*based on the Carpet Area*) for a Total Sale Price of Rs. _____ (Rupees _____ only), the break up and description of which is given in **Annexure E** (**“Total Sale Price”**), payable as per the agreed payment plan details of which are given in **Annexure F** to this Agreement (**“Payment Plan”**).

2.2. It is further clarified that:

- 2.2.1. the Total Sale Price as mentioned above includes the Booking Amount (*as defined hereinafter*) paid by the Allottee to the Promoter towards the Apartment;
- 2.2.2. the Total Sale Price above includes taxes (*GST and cess or any other taxes / fees/ charges/ levies etc., which may be*

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levied, in connection with the development/ construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession. Provided that in case there is any change / modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification. Provided further, if there is any increase in the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

2.2.3. the Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Clause 2.1 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/charges/fees/levies etc., paid or demanded along with the acts/rules/notifications together with the dates from which such taxes/fees/charges/levies etc., have been imposed or become effective;

2.2.4. the Total Sale Price of the Apartment includes recovery of price of land, development/construction of not only the Apartment but also the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/charges etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Clause 14.1 etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment.

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

2.4. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate is at the sole discretion of the Promoter and can be revised /withdrawn at any time by the Promoter.

2.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Annexure C** and **Annexure D** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Provided further that the Promoter may make such additions or alterations in the sanctioned plans, layout plans and specifications of the buildings or the Common Areas within the Project as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

2.6. The Promoter shall confirm the Carpet Area that has been allotted to the Allottee after the construction of the Said Building 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 Sale Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual interest 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 5 (five) percent of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Annexure F**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.1 of this Agreement.

2.7. Subject to compliance with the terms and conditions of this Agreement by the Allottee and upon execution and registration of the sale deed, as the case may be, the Promoter agrees and acknowledges that the Allottee shall have right to the Apartment as mentioned below:

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- 2.7.1. The Allottee shall have exclusive ownership of the Apartment;
- 2.7.2. 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 and subject to reasonable restrictions to ensure privacy and common access to all allottee(s) / occupant(s). It is clarified that the Promoter 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 maybe, as provided under Rule 2(1)(f) of the Rules;
- 2.7.3. The Allottee has the right to visit the project site, with prior written intimation of at least 7 days to the Promoter regarding the visit to the site, to assess the extent of development of the Project and his Apartment, as the case may be.
- 2.8. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outstanding (*including land cost, ground rent, municipal or other local taxes, charges/levies etc., for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project*). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings 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 there for by such authority or person.
- 2.9. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) towards the application fee being part payment towards the Total Sale Price of the Apartment, at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Annexure F**) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of the Rules.

3. MODE OF PAYMENT

- 3.1. Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Annexure F**) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ ' _____ ' payable at _____.
- 3.2. The Allottee has seen, reviewed and accepted the payment plan provided in **Annexure F**, other payments to be made in terms of this Agreement, the terms and conditions of such payment and the mode of making payments, and also gone through the floor plan as provided in **Annexure B** by the Promoter and also the specifications as provided in **Annexure C**.
- 3.3. The Allottee shall be allotted ___ (___) *stilt/ basement parking* specifically earmarked for the said Apartment in the Limited Common Areas and Facilities. Further, the Allottee agree, acknowledges and confirms that the Limited Common Areas and Facilities within the Project such as open / basement car parking spaces, storages etc., are earmarked/ reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- 3.4. It is expressly agreed to and understood by and between the Parties that notwithstanding the fact that a part of the Common Areas has been taken in to consideration for the purpose of calculation of the Super Area of the said Apartment and consideration thereof, yet it is only the inside space/Carpet Area of the Apartment that has been agreed to be sold to the Allottee. The inclusion of the Common Areas in computation of Super Area of the Apartment does not and would not create any specified or independent interest in the Allottee in respect of any of such Common Areas included in the calculation of Super Area except the balconies inside the Apartment. However, the Allottee shall have only the right of ingress, egress and use of the aforesaid Common Areas in the manner and to the extent as would be absolutely essential for beneficial enjoyment of the Apartment and upon terms and conditions mentioned herein. Notwithstanding anything contrary contained herein, the Promoter shall retain all right, title and interest in the shops, community sites, schools sites and commercial premises being constructed in the Project and shall be entitled to deal with the same in any manner as it may deem fit. The Promoter in accordance with the statutory requirement shall deal with the EWS apartments in this regard. The Allottee shall have no right, title, interest in EWS apartments, Schools, Convenient Shopping Centre etc., if any, in the Project.

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4. CONSIDERATION

- 4.1. The Allottee shall pay to the Promoter a Total Sale Price, towards the cost of the Apartment, as per details given in **Annexure F**. The Promoter has calculated the Total Sale Price payable by the Allottee for the said Apartment on the basis of the Carpet Area together with the cost of providing the common services and facilities etc., in the Said Building / Project. The Carpet Area is tentative and the same shall be determined in accordance with Clause 2.6 herein.
- 4.2. It is specifically agreed that the aggregate amount to the extent of 25% of the Total Sale Price shall always be treated as the booking amount ("**Booking Amount**").
- 4.3. The payment on or before due date of sale price and other charges payable by the Allottee as per the payment plan or as demanded by the Promoter, from time to time, is the essence of this Agreement.
- 4.4. All the payments are to be made against a receipt, duly signed by the Authorized Signatory of the Promoter. The Promoter shall be entitled to adjust the amounts paid by the Allottee first towards the interest due, if any. All payments shall be subject to their actual realization in the Promoter's account. The date of credit into the aforesaid account of the Promoter shall be deemed to be the date of payment of an instalment by the Allottee.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 5.1. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5.2. Without prejudice to other provisions of this Agreement, in the event of cancellation of allotment for the reasons provided in this Agreement, the Allottee:
 - 5.2.1. (Applicable in cases of financing from Bank/HFC) hereby authorizes the Promoter to (i) repay directly to the Bank/HFC the entire disbursement amount received by the Promoter till that date from the Bank/HFC, and (ii) forfeit, out of the amounts directly paid/payable by the Allottee (i.e., Allottee's own contribution), the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage payout borne by the Promoter, and refund the balance amount directly to the Bank/HFC, without any interest, if any, OR the Allottee shall be liable to pay to the Promoter the deficit amount (i.e., the difference between the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage, and the Allottee's own contribution paid till the date of cancellation), within 30 (thirty) days from the date when it becomes due.
 - 5.2.2. (Applicable in cases of 100% self financing) hereby authorizes the Promoter to forfeit, out of the amounts paid/payable by the Allottee (i.e., Allottee's own contribution), the Booking Amount, any interest due and commission / brokerage payout borne by the Promoter, and refund the balance amount to the Allottee, without any interest, if any, OR the Allottee shall be liable to pay the deficit amount (i.e., the difference between the Booking Amount, any interest due and commission / brokerage, and the Allottee's own contribution paid till the date of cancellation), within 90 (ninety) days from the date when it becomes due.

6. TIME IS ESSENCE

- 6.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee 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 the Rules.

7. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT/ APARTMENT

- 7.1. The Allottee has seen the proposed layout plan, / demarcation-cum-zoning/ site plan/ building plan, specifications, amenities facilities etc., depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Apartment is located and has accepted the floor/site plan, payment plan and the specifications, amenities and facilities 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 said layout plans, floor plans and specifications, amenities facilities etc. The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms,

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provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the provisions and norms prescribed by the laws as applicable in the State of Haryana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. POSSESSION OF THE APARTMENT

- 8.1. **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, provided under Rule 2(1)(f) of the Rules, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment on or before **31.12.2020**, unless there is delay or failure 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 mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to '*force majeure*' and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee, without any interest, within 90 (ninety) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 8.2. **Procedure for taking possession** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the Project shall offer in writing the possession of the Apartment within 3 (three) months from the date of above approval, to the Allottee as per terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the Project at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authorities, as the case may be.
- 8.3. **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation for possession of the Apartment from the Promoter as per Clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of the Agreement. In case the Allottee fails to comply with the essential documentation, undertaking, etc., or fails to take possession within the time provided in the written intimation for the possession of the Apartment, such Allottee shall continue to be liable to pay maintenance charges (*as specified in the maintenance agreement*) and Holding Charges. The Allottee shall also be liable to pay charges equivalent to Rs. 5/- per sq. ft. per month on the Carpet Area of the said Apartment ("**Holding Charges**"). The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges / consideration as provided in the Agreement.
- 8.4. **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of the Project and handing over the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans and including Common Area, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules.
- 8.5. **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, the Allottee hereby authorises the Promoter to apply the amounts or undertakes to pay the deficit amount in the manner provided in Clause 5.2 herein.
- 8.6. **Compensation** – The Promoter 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.

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8.7. **Association of Allottee:** The Allottee hereby agrees and undertakes to cause and ensure the formation of the association of the apartment owners and become its member, and cause and ensure the registration of such association, condominium and/or body corporate strictly within the timelines and in accordance with the applicable laws, and breach of this term by the Allottee shall constitute a material breach of the Agreement.

9. RETURN OR RETAIN PLAN

- 9.1. Without prejudice to other provisions of this Agreement and subject to the Allottee in compliance with the terms of this Agreement, at the time of offer of possession of the Apartment by the Promoter or on **31 DECEMBER 2020**, whichever is earlier ("**Vesting Date**"), the Allottee shall be entitled ("**3X Offer**"), but not obligated, to either retain or cancel/withdraw the allotment of the Apartment.
- 9.2. In the event the Allottee is desirous of cancelling / withdrawing the allotment of the Apartment under the 3X Offer, he/she shall, within a period of 30 (thirty) days from the Vesting Date ("**Offer Period**"), deliver a written notice to the Promoter ("**Allottee Notice**") of his/her exercise of such an option under the 3X Offer, in which case the Allottee shall be entitled to refund of amounts as provided and calculated in terms of Clause 9.3 below and the Promoter shall be authorised to refund the entire disbursement amount received from respective bank / housing finance company ("**Bank/HFC**") under the Pre EMI Interest Subvention plan directly to the Bank / HFC.
- 9.3. Upon receipt of the Allottee Notice and subject to completion of all the formalities with regard to cancellation / withdrawal, the Promoter shall, *not later than 60 (sixty) days from the date of such cancellation*, refund the amount to the Allottee as calculated in terms of the formula below.

Refund Amount = 3X + Y

Wherein:

X = initial application fee, to the extent of 5% (five percent) of Total Sale Price, directly paid by the Allottee (*as his/her own contribution*) to the Promoter; and

Y = any other instalments directly paid by the Allottee (*as his/her own contribution*) to the Promoter other than the initial application fee.

Illustration: Only the stipulated initial application fee, to the extent of 5% of Total Sale Price, directly contributed by an allottee will be considered for the purposes of 3X return. For e.g., if an allottee directly contributes Rs. 4 lakhs (5% of Total Sale Price) as initial application fee, then the allottee will get Rs. 12 lakhs under the 3X Offer.

9.4. If the Allottee delivers a written notice to the Promoter expressing his desire to retain the allotment of the Apartment; or if the Allottee fails to deliver the Allottee Notice within the Offer Period; or if the Allottee fails to complete the formalities for cancellation / withdrawal within the Offer Period, then the Allottee shall not be eligible for refund of the amounts as mentioned in Clause 9.3 hereinabove and shall be deemed to retain the allotment of the Apartment. Accordingly, the right of the Allottee under the 3X Offer shall lapse and other provisions of this Agreement will continue to apply.

9.5. In the event the Allottee delivers a written notice to the Promoter expressing his/her desire to retain the allotment of the Apartment within the Offer Period, then he/she shall be entitled to a rebate, against the GST levied on the Apartment to the extent of any amount exceeding the rate of 6% (six percent), in the form of credit note to be adjusted at the time of possession. It is clarified that the rebate under this provision will available only if (a) the Allottee delivers a written notice to the Promoter for retaining the allotment within the Offer Period; (b) the Allottee has fulfilled the obligation of timely instalment payments / loan disbursements as per the payment plan opted and that no rebate will be available if the GST levied against the Apartment is at a rate of 6% (six percent) or lower.

10. LOAN BY THE ALLOTTEE

10.1. In-case the Allottee wants to avail of a loan facility from a Bank/HFC to facilitate the purchase of the Apartment applied for, the Promoter shall facilitate the process subject to the following: (a) the terms of the Bank/HFC shall exclusively be binding and applicable upon the Allottee only; (b) the responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment plan will rest exclusively on the Allottee, and (c) In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per payment plan, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provision contained in Clause 12.3 herein..

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- 10.2. Without prejudice to Clause 10.1, in case the Allottee opts for Home Loan under Pre EMI Interest Subvention Plan, the:
- 10.2.1. Allottee shall apply for home loan to specified Bank/HFC as may be notified by the Promoter and agree to submit relevant documents along with home loan processing fee and requisite margin money as required by the Bank/HFC;
- 10.2.2. Allottee agrees to sign loan document as may be required by the Bank/HFC;
- 10.2.3. Allottee understands that the loan is under the sole discretion of the Bank/HFC and the Bank/HFC has right to accept or reject the application. The Allottee undertakes and confirms that if sanction of loan is not accepted by the Bank/HFC, he/ she/ they shall pay instalment under the Construction Linked Payment Plan.
- 10.2.4. Allottee understands that Pre-EMI interest till the expiry of 30 days from the date of offer of possession of the Apartment, is to the account of the Promoter. Thereafter, the payment of Pre-EMI interest / EMI shall be to the sole account of the Allottee;
- 10.2.5. Allottee at the time of the sanctioning of the loan shall execute an Undertaking authorizing Bank/HFC to disburse the loan in tranches to the Promoter, as and when the demand is made by the Promoter;
- 10.2.6. Allottee understands that if the loan is sanctioned for less than the requisite 75% of the Total Sale Price in case of home loan above Rs 75,00,000 or 80% of the Total Sale Price in case of home loan less than Rs 75,00,000, the Allottee shall pay the deficit amount as "own contribution" to the Promoter; and
- 10.2.7. The responsibility of getting the loan sanctioned and disbursement of all the instalments as per the Promoter payment schedule including the co-ordination with the Bank/HFC for disbursement of instalment shall always be the responsibility of the Allottee.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 11.1. The Promoter hereby represents and warrants to the Allottee as follows:
- 11.1.1. The Promoter has absolute, clear and marketable title with respect to the Said Land;
- 11.1.2. 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;
- 11.1.3. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 11.1.4. Except to the extent stated herein, there are no encumbrances upon the Said Land or the Project;
- 11.1.5. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project or phase(s), as the case maybe, as well as for the Apartment sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or phase(s), as the case may be, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of the Rules;
- 11.1.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 11.1.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 11.1.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 11.1.9. At the time of execution of the conveyance/sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules;

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- 11.1.10. The Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment;
- 11.1.11. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of the Apartment has been issued, as the case maybe, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities and facilities as per agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the Rules;
- 11.1.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

12. EVENTS OF DEFAULTS AND CONSEQUENCES

- 12.1. Subject to '*force majeure*', court orders, government policy/ guidelines, decisions affecting the regular development of the real estate project, the Promoter shall be considered under a condition of default, in the following events:
 - 12.1.1. If the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.1 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 Clause, 'ready to move in possession' shall mean that the Apartment 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;
 - 12.1.2. 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 there under.
- 12.2. In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:
 - 12.2.1. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
 - 12.2.2. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest, calculated only on amounts directly paid by the Allottee as his/her own contribution (and not on the disbursements received from the Bank/HFC), at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest, calculated only on amounts directly paid by the Allottee as his/her own contribution (and not on the disbursements received from the Bank/HFC), at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.
- 12.3. The Allottee shall be considered under a condition of default, on the occurrence of the following events:
 - 12.3.1. In case the Allottee fails to make payments for any demand of instalment as per the Payment Plan annexed hereto the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules from the due date of the instalment / payment till the date of actual payment;
 - 12.3.2. However, in case the Allottee fails to make the payment with interest as aforesaid within a period of 90 (ninety) days from the notice of the Promoter in this regard, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Allottee, shall have the right to cancel the allotment, and apply the amounts in the manner provided in Clause 5.2 hereinabove.
 - 12.3.3. In addition to the aforesaid reason, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Allottee, shall have the right to cancel the allotment and apply the amounts in the manner provided in Clause 5.2 hereinabove in the event of other defaults/breach of the terms and conditions of allotment/transfer contained herein including if any information

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provided by the Allottee is found to be false or misleading. Further, in the event of default for any reason whatsoever in terms of the loan agreement entered into with the Bank/HFC by the Allottee, the Allottee authorizes the Promoter, upon receipt of such request from the Bank/HFC without any reference to the Allottee, to forthwith cancel the allotment of the Apartment and apply the amounts in the manner provided in Clause 5.2 hereinabove.

- 12.3.4. The Allottee understands and hereby agrees that upon such cancellation, he would cease to have any rights and/or interests in the allotment / registration / booking / application / Agreement in respect of the said Apartment and all rights and interests in the said Apartment shall solely vest with the Promoter.

13. CHARGES, LEVIES & TAXES

- 13.1. That the Allottee agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future, on the Said Land, Said Building, said Apartment or the Project, as the case may be, effective from the date of sale deed of the said Apartment to him.
- 13.2. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, either on the Said Land, Said Building, said Apartment or on the completion of the Project at any time, in or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
- 13.3. In case of any increase/decrease in the External or Infrastructure Development Charges, internal augmentation charges or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc., of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged / adjusted to the account of the Allottee on pro-rata basis and be payable to the Promoter on demand.

14. MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES

- 14.1. The Allottee shall pay municipal/house/property tax etc., by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Apartment from the date of levy thereof.
- 14.2. In the event the Promoter/ Maintenance Agency/ Confirming Party lawfully arranges for bulk supply of electrical energy, the Allottee herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from electricity distribution utilities or any other authority responsible for supply of electrical energy. The Allottee also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Promoter/ Maintenance Agency, from time to time, for the purpose of availing the electricity supply/connection for the Allottee. It is further agreed and accepted by the Allottee that the supply of electrical energy shall be subject to availability of the same, and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Promoter / Maintenance Agency, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same.
- 14.3. So long as the said Apartment is not separately assessed, the Allottee shall pay a share of such taxes, liabilities, if any, in proportion to the Carpet Area of the said Apartment to the Carpet Area of all the apartments in the Project to the Maintenance Agency or to the Promoter, who, on collection of the same from the Allottee, shall deposit the same with the concerned authorities.
- 14.4. The Allottee shall be responsible and liable to pay to various government / private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Apartment as per the bills raised through pre-paid metering or otherwise.

15. MAINTENANCE

- 15.1. 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 the 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 provision of such essential services in the Project will be done by the Promoter or a separate agency appointed for this purpose by the Promoter and /or the association of allottees (hereinafter referred to as the "**Maintenance Agency**"). The cost of such maintenance, i.e., for a period of 3 (three) months from the issuance of the occupation certificate / part thereof, has been included in the Total Sale Price of the Apartment.

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15.2. In the event, the Allottee/ association of the allottees fails to take possession of the said essential services within 3 (three) months from the issuance of the occupation certificate/ part thereof or prevalent laws governing the same, then in such a case, the Promoter or the Maintenance Agency has a right to recover such amount, in accordance with the terms and conditions of the Maintenance Agreement, as spent on maintaining such essential services beyond his scope. It is incumbent upon the Allottee to sign and execute a separate agreement for maintenance (hereinafter referred to as the “**Maintenance Agreement**”) with the Promoter or the Maintenance Agency, as the case may be at the time of taking possession of the Apartment. The Allottee or its nominees/ agents/ employees etc., shall at all times comply with the rules and regulations laid down by the Promoter or the Maintenance Agency.

16. EXECUTION AND REGISTRATION OF SALE DEED

16.1. The Promoter, on receipt of Total Sale Price of the Apartment as per Clause 2.1, shall execute a sale deed in favour of the Allottee preferably within 3 (three) months but not later than 6 (six) months from possession. Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of the 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 to withhold registration of the sale deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

16.2. The Allottee undertakes to execute the sale deed in respect of the said Apartment within the period as may be intimated by the Promoter in writing, failing which the Allottee shall solely be liable for the consequences arising there from which inter-alia may include the increase in the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof.

16.3. All charges, expenses, stamp duty, registration fee and legal / incidental expenses etc., towards execution and registration of this Agreement and the sale deed, at the rate as may be applicable on the date of registration of this Agreement and the sale deed of the said Apartment including documentation shall be borne by the Allottee only.

17. ASSIGNMENT/TRANSFER

17.1. The Allottee undertakes that till the date of the execution of sale deed of the said Apartment, this Agreement or any interest/rights in this Agreement shall not be assigned/transferred by the Allottee(s) without taking prior written consent of the Promoter. The Promoter may, at its sole discretion and subject to the terms/conditions contained herein, on receiving up to date payment of dues under all various heads mentioned herein and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of any third person(s) substituted in his/her/their place subject to terms and conditions and on payment of transfer charges/processing fees, as may be determined and imposed by the Promoter from time to time. The Promoter has a right to modify the said transfer charges/processing fees from time to time.

17.2. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. Before effecting any subsequent transfer of the said Apartment by way of sale or otherwise, after execution and registration of sale deed in his/her favour, the Allottee shall be required to obtain prior “No Objection / No Dues Certificate” from the Promoter or the Maintenance Agency, as the case may be, as regards clearance/payment of outstanding maintenance charges.

17.3. In the event of any imposition of executive instructions at any time after the date of the application to restrict the transfer/ assignment by any authority, the Promoter will have to comply with the same and the Allottee has specifically agreed to the same.

18. COMMON AREAS

18.1. The Allottee shall use the Common Areas within the Said Building/Project, which may be within or outside the foot print of the Said Building, harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the right of usage of such Common Areas shall always be subject to the covenants herein and up to date and timely payment of all dues including but not limited to the maintenance charges.

18.2. Except for the Apartment herein along with all common easement rights attached therewith, including Common Areas, all

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adjoining areas including the un-allotted terrace/roof, unreserved open and covered parking spaces, storage areas, entire un-allotted/unsold areas of the Project etc., shall remain the property of the Promoter and the same shall always deemed to be in possession of the Promoter.

- 18.3. The Allottee shall not, in any manner whatsoever, encroach upon any of the Common Areas of the Said Building / Project, Limited Common Areas and Facilities, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Building, or on open car parking space, or on the terrace by the Allottee, shall be liable to be removed at his/her/their cost by the Promoter or by the Maintenance Agency.
- 18.4. The Allottee will neither himself do nor permit anything to be done which damages any Common Areas or violates the rules or bye-laws of the local authorities or the Promoter. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned.
- 18.5. The common lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Promoter / Maintenance Agency.

19. DEFECT LIABILITY

- 19.1. 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 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee 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.

20. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS

- 20.1. The Promoter/Maintenance Agency/association of allottees/competent authority shall have rights of access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or Maintenance Agency/ competent authority to enter into the Apartment or any part thereof, 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).

21. USAGE OF BASEMENT AND SERVICE AREAS

- 21.1. The basement(s) and service areas, if any, as located within the 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, fire fighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The Promoter/Allottee 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 Agency/competent authority for rendering maintenance services.

22. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 22.1. Subject to Clause **19** (*Defect Liability*) above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Said Building is not in any way damaged or jeopardized.
- 22.2. 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 Said Building or anywhere

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on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/association of allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Said Building. The Promoter/ Allottee/ association of allottee 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 allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 22.3. The Allottee/association of allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and/or the association of allottees / 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.

23. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PARTIES

- 23.1. The Parties are entering into this Agreement for the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the Project.

24. MORTGAGE

- 24.1. Being the owner of the Project, the Promoter by itself or through its nominee(s) may raise finance from any bank/financial institution/body corporate for the development and completion of the Project and for this purpose, create charge, encumbrance, mortgage etc., of the Said Land / Project in favour of one or more of such institutions. Presently, the project is financed by KKR India Asset Finance Private Limited and certain subscribers to the debentures issued by the Promoter (collectively "**Lenders**") and Said Land has been mortgaged in favour of Axis Trustee Limited ("**Trustee**"), acting for the benefit of Lenders. However, in case the Allottee has opted for home loan from notified Bank/HFC, then before the first instalment disbursement of home loan by notified Bank/HFC and in other cases before the execution and registration of the sale deed in favour of the Allottee, the Promoter shall provide No Objection Certificate from Trustee to effect that the Lenders have released the Apartment from their charge and the Lenders' charge or mortgage shall not affect the right and interest of the notified Bank/HFC and the Allottee who has taken or agreed to take such Apartment.

25. ADDITIONAL CONSTRUCTIONS

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

26. ALLOTTEE'S COVENANTS

- 26.1. The Allottee confirms that he/she has been provided by the Promoter with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed on the Said Land. The Allottee has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Promoter in the Said Land on which the Project is being developed, and has understood all limitations and obligations of the Promoter in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to execute this Agreement.
- 26.2. In case of the top floor apartment, the Allottee shall not raise any construction, whether temporary or permanent or future floors on and above the terrace of the top floor. Further, it shall be incumbent on the Allottee to allow free access to the terrace to all other occupants of the units of the Said Building for the purpose of installation of 1 (one) water tank / antenna / VSAT / internet / telephone connection etc., and repair and maintenance of the same at all reasonable times on notice (except in the case of emergency).
- 26.3. The Allottee shall not use or allow to be used the Apartment for any purpose other than residential or for carrying out any activity that may cause nuisance or hazard to other allottees in the Project. The Allottee shall not do nor cause to be done any act which may cause obstruction / blocking of Common Areas and/or of use of the other apartments by their occupiers.
- 26.4. The Allottee undertakes not to alter the external façade and/or subdivision of the Said Building. Further, the Allottee

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undertakes not to use Common Areas for keeping / chaining pets, dogs, birds etc., or storage of cycle or motor cycles etc.

- 26.5. The Allottee shall maintain the Apartment, including walls and partitions, in a good tenantable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Apartment. Further, the Allottee will neither himself do, nor permit anything to be done, which damages any part of the adjacent apartments etc., or violates the rules or bye-laws of the local authorities.
- 26.6. The Allottee / occupant(s) shall coordinate and co-operate with other allottees in up-keep, operation and maintenance of all the Common Areas/facilities/services provided in the Said Building/Project and accordingly shall pay proportionate charges towards common maintenance & charges for major repairs of the same etc.
- 26.7. The Allottee shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Apartment, in any form or remove any walls of the Apartment including load-bearing / common walls. The Allottee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.
- 26.8. The Allottee may undertake minor internal alterations in the Apartment only with the prior written approval of the Promoter / Maintenance agency. The Allottee shall not be allowed to effect any of the following changes / alterations:
 - 26.8.1. Changes, which may cause damage to the (columns, beams, slabs etc.) of any part of adjacent apartment(s). In case, the damage is caused to an adjacent apartment or Common Areas, the Allottee will get the same repaired at his own cost and expenses;
 - 26.8.2. Changes that may affect the façade of the Apartment (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and
 - 26.8.3. Making encroachments on the common spaces in the Project / Said Building.
- 26.9. To ensure uniformity and minimal interference with structures, ducting, internal cabling etc., in the Said Building / said Apartment, the Promoter shall regulate the entry of telecom agency / internet service provider in the Said Building / Apartment, and as such the Allottee shall have the said utilities in consultation with the Promoter.
- 26.10. The Allottee will allow the Promoter and/or the Maintenance Agency access to and through the said Apartment for the purpose of maintenance works of electricity and other items of common interest etc.
- 26.11. The Allottee may get insurance of the contents lying in the said Apartment at his/her/their own cost and expenses. The Allottee shall not keep any hazardous, explosive, inflammable material in the said Apartment. The Allottee shall always keep the Promoter or its Maintenance Agency harmless and indemnified for any loss and/or damages in respect thereof.
- 26.12. The Allottee understands and agrees that disputes, if any, between the allottee(s)/ occupant(s) of the unit(s) of the Said Building/Project with respect to the Said Building/ Project / its Common Areas shall be resolved & settled mutually among them and the Promoter shall not be made a party thereto. Further, no claim of any nature whatsoever shall be levied against the Promoter/Maintenance Agency in this regard.
- 26.13. The Allottee shall keep indemnified the Promoter against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Promoter, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.
- 26.14. That the Allottee hereby undertakes to abide by all the laws, rules and regulations as may be applicable to the said Apartment, Said Building and the Project including but not limited to the Haryana Apartment Ownership Act, 1983, and the rules made thereunder. The Allottee shall sign, execute and register the requisite deed of apartment to abide by the rules and bye-laws of the association of apartment owners in compliance of the said Haryana Apartment Ownership Act, 1983 and the rules made there under. The Allottee hereby further undertakes to abide by all laws, rules and regulations of concerned regulatory authorities /municipality / any other designated authority from time to time or any other laws as are applicable to the Apartment / Said Building/Project from time to time.

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26.15. The project name 'Green ParC 3' will always remain the same and cannot be changed in any circumstances except at the discretion of the Promoter.

27. RIGHTS OF THE PROMOTER

27.1. Subject to the rights of the Allottee herein contained in respect of the right to ultimately own the Apartment after execution and registration of the sale deed, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Building / Project.

27.2. The Promoter shall continue to have the right to make additional structures and use the additional FAR as and when available/permissible by the concerned authority, in the manner as it may deem fit, as permissible and in accordance with the applicable laws. The Promoter shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources. The Allottee hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the said Apartment agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or on any other ground, whatsoever.

27.3. That the Promoter will sign, execute and file necessary declaration before the competent authority specifying the particulars in relation to the Said Building, Said Land, Project etc., along with the particulars in relation to the Common Areas and such community and commercial facilities as required to be specified as per the provisions of the Haryana Apartment Ownership Act, 1983, and the rules prescribed therein.

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

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

29. COMPLIANCE OF LAWS RELATING TO REMITTANCES

29.1. 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 there under 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 fulfil 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.

29.2. The Promoter accepts no responsibility in regard to matters specified in Clause 28.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

30. APARTMENT OWNERSHIP ACT

30.1. The Promoter has assured the Allottee 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 details of various compliance above as applicable

Details of approvals/ compliances to be provided:

(A) License no 44 of 2009 dated August 14, 2009;

(B) License no 68 of 2011 dated July 21, 2011;

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(B) Building Plan Approval vide no ZP-562/JD (BS)/ 2012 dated 15.02.2012;
(C) NOC for Height Clearance vide no AAI/NOC/ 2009 /322 /1511-1513 dated 22.07.2010;

31. BINDING EFFECT

- 31.1. By just forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provisions of the relevant act of the 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/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a fair opportunity/notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the application fee shall be returned to the Allottee, after forfeiting 10% (ten percent) of the Booking Amount, without any interest or compensation whatsoever.
- 31.2. Further, the Promoter shall not be bound by any hand written annotations or any other amendments / alterations / modifications other than what is in a final printed version. In the event any Agreement is received with any hand written annotations or any other amendments /alterations /modifications made by the Allottee(s), such agreement may be cancelled by the Promoter at its sole option. However, the Promoter may, in its sole discretion, choose to send a new agreement to the Allottee(s) and the processing fee in such an event shall become due and payable again by the Allottee(s).

32. RIGHT TO AMEND

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

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

- 33.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34. WAIVER NOT A LIMITATION TO ENFORCE

- 34.1. Any express or implied waiver by the Promoter of any default shall not constitute a waiver of any other default by the Allottee or a waiver of any of the Promoter's rights. All original rights and powers of the Promoter under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Promoter, and the Promoter shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Promoter, and any waiver by the Promoter of any breach by the Allottee of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee of the Agreement.
- 34.2. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (**Annexure F**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other allottees.
- 34.3. 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.

35. SAVINGS AND ENTIRE AGREEMENT

- 35.1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment prior to the execution and registration of this Agreement for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

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- 35.2. This Agreement, along with its schedules/annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.
- 35.3. The Allottee hereby covenants with the Promoter to pay, from time to time and at all times, the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement.

36. SEVERABILITY

- 36.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

37. FURTHER ASSURANCES

- 37.1. Both the 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.

38. PLACE OF EXECUTION

- 38.1. The execution of this Agreement shall be complete only upon its execution by the Allottee (in case of joint allottees by such joint allottee also) and the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered as per provisions of the relevant State Act at the office of the Sub-Registrar at Gurgaon. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

39. NOTICE

- 39.1. All notices to be served on either of the Parties by the other shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addressees specified below :

In case of the Allottee:

Name of Allottee : _____

Address : _____

In case of the Vendors:

Name of Promoter : Sare Gurugram Private Limited

Address : E-7/12, LGF, Malviya Nagar, New Delhi-110017

- 39.2. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by the registered post failing which all the communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. In case of joint allottees, all communication shall be sent to the first named Allottee in this Agreement, and the same shall be deemed as properly served on all allottees, and no separate communications shall be sent to the joint allottees.

40. GOVERNING LAW AND JURISDICTION

- 40.1. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in

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accordance with the Act and the rules and regulations made thereunder including other applicable laws prevalent in the State of Haryana for the time being in force.

41. DISPUTE RESOLUTION

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

(signature page follows)

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IN WITNESS WHEREOF, THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH AT SUCH PLACE AND ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED: Allottee:(including the joint allottee)		
(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 WITHIN NAMED: Promoter		
Signature (Authorised Signatory) _____ Name _____ Address _____		Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED: Vendor1		
Signature (Authorised Signatory) _____ Name _____ Address _____		Please affix photograph and sign across the photograph

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SIGNED AND DELIVERED BY THE WITHIN NAMED: Vendor 2		
Signature (Authorised Signatory) _____		Please affix photograph and sign across the photograph
Name _____		
Address _____		

SIGNED AND DELIVERED BY THE WITHIN NAMED: Confirming Party		
Signature (Authorised Signatory) _____		Please affix photograph and sign across the photograph
Name _____		
Address _____		

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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ANNEXURE A

DESCRIPTION OF THE APARTMENT

Residential Unit/Apartment No., Building No. _____, Type _____, _____ Floor having Carpet Area admeasuring approx. ___Sq. Mtr. / ___Sq. Ft., Super Area _____Sq. Mtr./ _____Sq. Ft. **Any restriction to mentioning Super Area here???**...as Super Area is not mentioned anywhere in this document...ideally this Annexure A (Description of the Apartment) & Annexure E (Cost Details of the Apartment) should be together in succession...kindly check possibility in residential group housing Project known as "**Green ParC 3**" situated at Village Wazirpur and Mewka, Sector-92, District Gurgaon, Haryana.

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ANNEXURE 1

Sl. No.	Name of Registered Owner	Date of Sale deed	Vasika Number	Kanal	Marla	Acres	Land Particulars
1	Ramprastha Sare Realty Private Limited	14.05.2013	3971	21	7	2.66875	<p>Khewat/Khata No. 141/202 Rect. No. 91, Kila No. 4 (8-0), 7 (8-0) Kita 2 area 16 Kanal 0 Marla Salam, Jamabandi year 2001-02 and mutation no. 2295 village Wazirpur.</p> <p>Khewat/Khata No. 168/2 Rect. No. 91 Kila No. 18 (8-0) Kita 1 total area 8 Kanal 0 Marla 2/3 share 5 Kanal 7 Marla Jamabandi year 2002-2003 and mutation no. 2275, Village Mevka.</p>
2	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3976	1	1	0.13125	<p>Khewat/ Khata No- 139/200, Rect No - 91, Killa No -3/3min south (0-5), 8/1 (0-12), 9/2 (0-9), 13(8-0), 14(8-0), 17/2 (3-19), 12/2 (8-0), 12/1 (1-8), 19(8-0), 20 (3-14), 21/1 (0-8), Kita- 11 Area 42 Kanal 15 Marla share is to the 22/891 which become 1 Kanal 1 Marla situated in Village Wazirpur Tehsil & District Gurgaon</p> <p>Khewat/ Khata No- 186/199, Rect No- 8 Killa No- 3/2 (5-12), Kita-1 Area 5 kanal 12 Marla Share is to the 1/7 which become 0 Kanal 16 Marla situated in Village Mevka Tehsil & District Gurgaon</p>
3	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3955	5	5	0.65625	<p>Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 13 (8-0), 14(8-0), 17/2(3-19), 12/2 (8-0), 12/1(1-8), 19 (8-0), 20 (3-14), 21/1 (0-8), 3/3min (0-5), 8/1 ((0-12), 9/2 (0-9) Kita - 11 area 42 Kanal 15 Marla share is to the 110/891 which become 5 Kanal 5 Marla situated in Village Wazirpur Tehsil & District Gurgaon</p>
4	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3961	4	16	0.6	<p>Khewat No - 186/199, Rect No- 8, Killa No- 3/2 (5-12), Kita -1 Area 5 Kanal 12 Marla Share is to the 6/7 which become 4 Kanal 16 Marla situated in Village Mavka Tehsil & District Gurgaon, total 7 Kanal 10 Marla</p>
5	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3981	46	12	5.825	<p>Khewat No- 156/217, Rect No- 91, Killa No- 16(8-0), 17/1(3-8), Kita -2 Area 11 Kanal 8 Marla Saalam & Khewat No- 159/220, Rect No - 91, Killa No-21/2 (1-5), 22(5-16), 23(7-17), 24(8-0), 25(7-16), Rect No- 92, Killa No- 3(0-18), 4(3-12), Kita- 7 Area 35 Kanal 4 Marla Saalam Total Area 46 Kanal 12 Marla situated in Village Wazirpur Tehsil & District Gurgaon</p>
				1	7	0.16875	<p>Khewat No- 162/173 Rect No- 2, Killa No- 14(3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kita- 5 Area 27 Kanal 3 Marla Share is to the 1/20 which become 1 Kanal 7 Marla situated in Village Mavka Tehsil & District Gurgaon</p>
6	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3961	2	14	0.3375	<p>Khewat/ khata No- 162/173, Rect No- 2, Killa No - 14 (3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kita- 5 Area 27 Kanal 3 Marla share is to the 1/10 which become 2 Kanal 14 Marla</p>

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7	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3965	24	0	3	Khewat/Khata No- 154/215, Rect No- 79, Killa No- 25/1 (6-0), 25/2 (2-0), Rect No- 80 Kila No. 21(8-0), Kita- 3 Area 16 Kanal 0 Marla Saalam & Khewat/Khata No- 161/222, Rect No- 90, Killa No- 1/2/2 (3-8), 1/2/1 (0-12), Kita- 2 Area 4 Kanal 0 Marla Saalam & Khewat/Khata No- 166/227 Rect No- 90 Killa No - 1/1/1(2-8), 1/1/2(1-12), Kita- 2 Area 4 kanal 0 marla Saalam Total area of all Khewat is 24 Kanal 0 Marla situated in Village- Wazirpur Tehsil & District Gurgaon
8	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3998	15	19	1.99375	Khewat/ Khata No- 162/173, Rect No- 2, Killa No- 14 (3-4), 17 (8-0), 18 (3-16), 22 (4-5), 23 (7-18), Kita - 5 Area 27 Kanal 3 Marla Share is to the 47/80 which become 15 Kanal 19 Marla situated in Village Mevka Tehsil & District Gurgaon
9	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3941	38	8	4.8	Khewat /Khata No- 152/213, Rect. No. 90, Kila No. 9/1 (5-8), 9/2 (2-12),10 (8-0), 11 (8-0), 12(7-6), 20(7-2), Kita- 6 Area 38 Kanal 8 Marla Saalam. situated in Village- Wazirpur Tehsil & District Gurgaon
				25	10	3.1875	Khewat/ Khata No- 134/143, Rect No- 2, Killa No- 24 (8-0), Rect No- 8, Killa No- 4 (8-0), 6/2(0-9), 7(7-11), Kita- 4 Area 24 Kanal 0 Marla Saalam & Khewat/ Khata No- 15/15 Rect No- 8, Killa No- 6/1 (1-10), Area 1 Kanal 10 Marla Saalam situated in Village- Mavka Tehsil & District Gurgaon
10	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3959	52	10	6.5625	Khewat/Khata No- 35/37-38, Rect No- 8, Killa No- 1(8-0), 2(8-0), 3/1(2-0), 8/2(1-0), 9/1(1-16), 10/1(6-4), Rect No- 1 Killa No- 25 (4-18), Rect No- 2, Killa No- 21 (1-18), Rect No- 9, Killa No- 5(8-0), 6/1(3-11), Kita -10 Area 45 Kanal 7 Marla Saalam situated in Village- Mewka Tehsil & Distt Gurgaon.
							Khewat/Khata No- 162/173, Rect No- 2, Killa No- 14(3-4), 17(8-0), 18(3-16), 22(4-5), 23(7-18), Kita - 5 Area 27 Kanal 3 Marla share is to the 21/80 which become 7 Kanal 3 Marla situated in Village- Mewka Tehsil & Distt Gurgaon
11	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3953	24	0	3	Khewat/ Khata No- 155/ 216, Rect No- 91, Killa No- 15 (8-0), Kita -1 Area 8 Kanal 0 Marla Saalam Khewat/ Khata No- 164/225, Rect No 91, Killa No- 6/2 (3-12), Kita- 1 Area 3 Kanal 12 Marla Saalam Khewat/ Khata No- 373/491, Rect No 91, Killa No- 5/1 (2-8), 5/2 (5-12), 6/1 (4-8), Kita - 3 Area 12 Kanal 8 Maral Saalam situated in Village- Wazirpur Tehsil & District Gurgaon.
				11	16	1.475	Khewat/ Khata No- 34/ 36, Rect No- 9, Killa No- 15/1 (3-12), 15/2 (3-16), 6/2 (4-0), 6/3 (0-8), Kita- 4 Area 11 Kanal 16 Marla Saalam situated in Village- Mavka Tehsil & District Gurgaon.
12	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3956	8	0	1	Khewat/ Khata No- 236/ 297, Rect No- 80, Killa No- 22/1 (6-0), Kita- 1 Area 6 Kanal 0 Marla Saalam Khewat/ Khata No- 434/55, Rect No-

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							80, Killa No- 22/2 (2-0), Kita - 1 Area 2 Kanal 0 Marla Saalam situated in Village Wazipur Tehsil & District Gurgaon vide Jamabandi Year 2001-02 and Mutation No- 2340
13	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3957	54	11	6.81875	Khewat/Khata No 153/163, Rect No- 1, Killa No, 24 (8-9), Rect No - 9, Killa No- 3 (7-0), 4(8-0), 7(8-0), 8(8-6), 12/1(0-12), 13/1(4-4), 14/1(4-4), Kita -8 Area 48 Kanal 15 Marla Saalam Situated in Village- Mavka Tehsil & District Gurgaon. Total Area 48 Kanal 15 Marla Khewat/Khata No 153/163, Rect No- 1, Killa No 23 (5-16), Kita 1, Area 5 Kanal 16 Marla saalam, Situated in Village- Mavka Tehsil & District Gurgaon.Total Area 5 Kanal 16 Marla Grand Total Area 54 Kanal 11 Marla
14	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3955	14	14	1.8375	Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 13 (8-0), 14(8-0),17/2(3-19), 12/2 (8-0), 12/1(1-8), 19 (8-0), 20 (3-14), 21/1 (0-8), 3/3min (0-5), 8/1 (0-12), 9/2 (0-9) Kita - 11 area 42 Kanal 15 Marla share is to the 306/891 which become 14 Kanal 14 Marla situated in Village Wazirpur Tehsil & District Gurgaon
15	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3995	2	16	0.35	Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 13 (8-0), 14(8-0),17/2(3-19), 12/2 (8-0), 12/1(1-8), 19 (8-0), 20 (3-14), 21/1 (0-8),3/3min(0-5),8/1(0-12),9/2(0-9) Kita - 11 area 42 Kanal 15 Marla share is to the 58/891 which become 2 Kanal 16 Marla Situated in Village- Wazirpur Tehsil & District Gurgaon. Total Area 2 Kanal 16 Marla
16	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3949	2	13	0.33125	Khewat / Khata No- 168/229 Rect No- 91 Killa No- 18 (8-0), Kita -1 Area 8 Kanal 0 Marla Share is to the 1/3 which become 2 Kanal 13 Marla in situated village Wazirpur Tehsil & District Gurgaon
17	Ramprastha Sare Landholding Company Five Private Limited	14.05.2013	3952	18	19	2.36875	Khewat/ Khata No- 139/200, Rect No- 91, Killa No- 13 (8-0), 14(8-0), 17/2 (3-19), 12/2 (8-0), 12/1 (1-8), 19 (8-0), 20(3-14), 21/1 (0-8), 3/3min (0-5), 8/1 (0-12), 9/2(0-9) Kita- 11 Area 42 Kanal 15 Marla share is to the 395/891 which become 18 Kanal 19 Marla situated in Village- Wazirpur Tehsil & District Gurgaon. Total Area 18 Kanal 19 Marla
18	Ramprastha Sare Landholding Company Two Private Limited	14.05.2013	3954	12	17	1.61	Khewat/ Khata No- 144/205, Rect. No- 90, Kila No-8 (8-0), 13 (4-17), Kita - 2 Area 12 Kanal 17 Marla Salam situated in village - Wazirpur Tehsil & District Gurgaon, land owner share being half i.e 6 K 8.5 M
	Ramprastha Sare Landholding Company Five Private Limited						Khewat/ Khata No- 144/205, Rect. No- 90, Kila No-8 (8-0), 13 (4-17), Kita - 2 Area 12 Kanal 17 Marla Salam situated in village - Wazirpur Tehsil & District Gurgaon, Owner share being 1/2
				379	231	48.82	

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**ANNEXURE B
FLOOR PLAN OF THE APARTMENT**



Type - 1
 Carpet Area : 76.65 sq mtr
 (825.06 Sq. Ft.)
 Saleable Area : 123.18 sq. mtr
 (1326 Sq. Ft.)
 Unit No. 1,2 4, 5



Type - 2
 Carpet Area : 85.26 sq mtr
 (917.7 Sq. Ft.)
 Saleable Area : 141.46 sq. mtr
 (1523 Sq. Ft.)
 Unit No. 3,6

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ANNEXURE C
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Living/ Dining	Flooring	:	Vitrified tiles
Bedroom	Flooring	:	Vitrified tiles
	Wall finish	:	Oil bound distemper in pleasing shades
Toilet	Wall finish	:	Combination of ceramic tiles and oil bound distemper
	Flooring	:	Ceramic tiles
	Fitting	:	Chrome plated tap fitting for Washbasin and WC's
Kitchen	Flooring & Dado	:	Ceramic tiles
	Platform	:	Granite counter
	Wall finish	:	Ceramic tiles 2ft. above the counter and oil bound distemper in pleasing shades on the balance area
Other		:	Single bowl stainless steel sink with drain board
Balcony	Flooring	:	Ceramic tiles
	Ceiling	:	Oil bound distemper
	Window	:	Powder coated aluminum windows
Main door		:	Polished hardwood frame with molded skin door
Internal Door		:	Painted hardwood frame with molded skin door/ flush doors
Chinaware		:	Parry ware or equivalent
C. P. Fittings		:	Modern and elegant
Electrical		:	Copper wiring with modular switches. Circuits with MCB's approved make
Power back up		:	Adequate power back up 3 BHK + 2T : 3 KVA (Rs. 60,000) 3 BHK + 3T : 4 KVA (Rs. 80,000)
Security		:	Gated complex

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ANNEXURE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. Jogging Track
2. Meditation Centre
3. Club
4. Landscaped Greens
5. 24 hour power backup
6. Adequate water supply
7. Rain water harvesting
8. Organised Basement/ Open car parking
9. 24 hour security

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ANNEXURE E
TOTAL SALE PRICE

COST DETAILS

Particulars	Details	Amount in (Rs.)
A Basic Sale Price		
1. Basic Sale Price		
Less: Rebate if any (-)	_____ Rs. per sq.ft.	
Effective Basic Sale Price	_____ Rs. per sq.ft.	
2. Preferential Location Charges to be moved to Allied Charges section		
TOTAL (A): RupeesOnly)
B. Allied Charges (All Allied Charges are mandatory)		
1. Preferential Location Charges (PLC)	Floor PLC : Rs. _____per sq.ft. Green PLC : Rs. _____per sq.ft.	
2. External Development Charges (EDC) & Infrastructural Development Charges (IDC)	Rs. 283/- per sq.ft.	
3. Covered Car Parking Slot (exclusive right to use) (Mandatory)	Rs. 2,50,000/-	
4. Club Membership	Rs. 2,00,000/-	
5. Power Backup Installation Charges	For 1326 sq.ft. unit (2.5KVA) : Rs. 60,000/- For 1523 sq.ft. unit (3KVA) : Rs. 80,000/-	
6. Fire Fighting Charges (FFC)	Rs. 75/- per sq.ft.	
7. External Electrification Charges (EEC)	Rs. 150/- per sq.ft.	
TOTAL (B): Rupees.....	Only)
TOTAL COST OF THE UNIT (A+ B): Rupees.....	Only)
GST : Rupees.....	Only)
Total Sale Price (including GST) : Rupees.....	Only)

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PAYMENT PLAN

Construction Linked Payment Plan cum Construction Linked Pre EMI Interest Subvention Payment Plan	
Payment Stages	Payment (% of Total Sale Price*)
Earnest Money	5%
Within 30 Days of Booking and at Plinth Level	40%
On Start of 2nd Floor Slab	10%
On Start of 6th Floor Slab	10%
On Start of 12th Floor Slab	10%
On Start of 19th (Top) Floor Slab	10%
On Completion of Flooring	5%
On Offer-of-Possession	10%
Total	100%

*TSP = Basic Sale Price + Allied Charges + GST

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Site Sales Office : SARE Crescent ParC Township, Sector- 92, Gurgaon

Corporate Office : SARE Homes Project Services Pvt. Ltd., Duet House, Plot No. 46, Udyog Vihar, Phase-IV, Gurgaon 122015 | Website : www.saregroup.com

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