

# UNIT BUYERS AGREEMENT

# Aarohan

*Residences*

Name of the Applicant:-----

-----

Tower No.: -----

Apartment No.-----



**Vipul**

**Unit Buyer's Agreement  
Aarohan Residences,**



**(First /Sole Allottee)**



**(Joint-Allottee)**

**THIS UNIT BUYER'S AGREEMENT** (hereinafter "Agreement") is made and executed at Gurgaon, Haryana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN**

Vipul Limited, a company incorporated and existing under the Companies Act 1956 having its registered office at Regus Rectangle, Level 4, Rectangle 1, D4, Commercial Complex, Saket, New Delhi-110017 and corporate office at Vipul TechSquare, Sector-43, Golf Course Road, Gurgaon acting through its authorised signatory/ies who has/have been empowered through appropriate Board Resolution to execute this Agreement (hereafter referred to as the "**Owner/Developer**") and Moon Apartments Private Limited, a company incorporated under the Companies Act, 1956 with company identification number U70109WB1993PTC060066 and having its registered office at 16/2, Lord Sinha Road, Second Floor, Kolkatta, West Bengal- 700071 acting through its authorised signatory/ies who has/have been empowered through appropriate Board Resolution to execute this Agreement (hereafter referred to as the "**Co-Owner**")

Which expression, shall, unless it be repugnant to the context or meaning thereof, be deemed to include its respective administrators, executors, successors-in-interest & assigns, the Party of the '**FIRST PART**'; (The parties of the First Part hereafter collectively referred to as the "**Vendor**")

**AND**

- (I) Shri/Smt \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
\_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_
- (ii)\* Shri/Smt. \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_  
\_\_\_\_\_ and Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ (\*to  
be filled up in case of Joint Vendee/s)

OR

M/s. \_\_\_\_\_ a partnership firm, duly constituted  
under the Indian Partnership Act, 1932, having its office at \_\_\_\_\_  
\_\_\_\_\_ acting through its partner's viz.:  
Shri/Smt \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
\_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_.

OR

M/s \_\_\_\_\_, a Company registered under the  
Companies Act, 1956, having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_, acting through its authorized signatory Shri/Smt.  
\_\_\_\_\_ duly authorized vide Board Resolution dated  
\_\_\_\_\_.

(hereinafter jointly and severally referred to as the "Vendee") which expression shall unless it be  
repugnant to the context or meaning thereof, be deemed to include its/his/her/their heirs,  
successors, legal representatives, executors and permitted assigns) the Party of the '**SECOND  
PART**'.

The 'First Party' and the 'Second Party' are collectively referred to as the 'parties' and  
individually as 'party' as the context demands.

WHEREAS:

- A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
- a) Headings are for convenience only and shall not effect interpretation;
  - b) Words denoting the singular number shall include the plural and vice versa;c)  
Words denoting any gender shall include all genders;
  - d) Words denoting persons shall include bodies of persons and corporations and vice  
versa;
  - e) Where a word or phrase is defined, other parts of speech and grammatical forms of that  
word or phrase and cognate expressions shall have, corresponding meanings;
  - f) References to any Party shall include the party's successors and permitted assigns
  - g) References to any document shall be deemed to include references to it and to its  
appendices, annexure, exhibits, recitals, schedules and tables as varied from time to  
time;
  - h) Documents executed pursuant to this Agreement form part of this Agreement;
  - i) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and  
'writing' includes all means of reproducing words in a tangible and permanently legible  
form;
  - j) Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of  
this Agreement;

- k) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.
- B. The Vendor had acquired and purchased land admeasuring 19.244 Acres (approx.), situated within the revenue estate of Villages Haiderpur Viran and Wazriabad, Sector 53, Gurgaon, Haryana with the intention to promote and develop a group housing colony over the same.
- C. The Vendor had obtained license bearing No. 545 to 546 of 2006 and 168 TO 172 of 2004 renewed from time to time as applicable.
- D. The Vendor has obtained the Zoning plan approved for the project vide Memo. No ZP/170/AD(RA)/2014/17497 dated 06.08.2014 in accordance with the Rules and Regulations/Notifications/policies prevalent and applicable as on that date from the Director General, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the "DGTCP") under the Haryana Development and Regulation of Urban Areas Act, 1975.
- E. The Vendor has also obtained the Building Plan approved ONLY for the part of the project consisting of Tower No. 1, Tower No. 2 and Tower No. 3 vide Memo No. ZP-170/SD(BS)/2015/18566 dated 29.09.2015 (which part of the project hereinafter referred to as Phase-I) in accordance with the Rules and Regulations/Notifications/policies prevalent and applicable as on that date, from DGTCP under the Haryana Development and Regulation of Urban Areas Act, 1975.;
- F. The DGTCP has issued Notification No. CCP(NCR)/TOD/2016/343 dated February 9, 2016 which inter-alia formulates parameters for Zoning plan, building plan including without limitation change in permissible FAR in terms thereof.
- G. The Vendor and the Developer specifically declare and make Vendee aware that the Vendor and the Developer intend to apply for the revision of the Zoning Plan to avail the parameters as available under the mixed land use as more specifically set out in the above referred Notification dated February, 2016 and the Zoning Plan as may be amended and approved from time to time shall supersede the approved Zoning Plan dated 06.08.2014 and the revised Zoning Plan so approved by DGTCP shall be binding on the Vendee. However, It is further made clear that Building Plan for the Phase-I of the Project and allotment in terms thereof shall remain unchanged.
- H. The Vendee has demanded, inspected, verified and accepted aforesaid approvals as granted to the Vendor by DGTCP. The Vendee further declares and agrees that any change/directions/conditions imposed by DGTCP at any time while modifying the Zoning Plan and/or Building Plan shall be binding on the Vendee and it shall not be necessary on the part of Vendor and/or the Developer to seek consent of the Vendee unless mandated under law for the purpose of making any changes to comply with such directions, conditions, changes and the Zoning Plan and/or the Building Plan as may be amended and approved from time to time shall supersede the above referred approvals.
- I. The Co-Owner has entered into an agreement with the Developer in terms of which the Developer is entitled to develop a group housing complex on land admeasuring 19.244 Acres (approx.), situated within the revenue estate of village Haiderpur Viran and Wazriabad, Sector 53, Tehsil & District Gurgaon. In terms of agreement referred above, the Developer is inter alia entitled to develop, construct, advertise, market /sell the developed Flats/residential apartments/Units in the Group Housing Complex and /or other saleable areas including commercial areas both vacant /constructed known as "Aarohan Residences" and collect/receive monies in respect thereto.

- J. The Co-Owner has further authorised the Developer to sign, execute, deliver and perform this Agreement and any action in pursuance to this Agreement. It is clarified that the Vendor has not intended to convey right or interest in any manner whatsoever in any of the land outside the aforesaid land admeasuring 19.244 Acres ( approx.) and no impression has been given with respect to the construction and development that may take place on the land outside the aforesaid land admeasuring 19.244 Acres ( approx.).
- K. The Developer has specifically made it clear and it has been agreed and understood by the Vendee that the construction and development of Group Housing Complex known as "Aarohan Residences" shall only commence after receipt of all approvals from competent authorities including as stipulated under Environment (Protection) Act/ State Environment Impact Assessment Authority (SEIAA) and the development of Group Housing Complex shall be undertaken on such basis and in accordance with license granted by the DGTCP to the Vendor.;
- L. The Phase-1 of the Project, Aarohan Residences may have commercial areas/spaces/units, as may be earmarked in addition to the residential units, however, this Agreement is confined and limited in its scope or otherwise only to the sale of the residential unit/flat ( hereinafter Defined as the "Unit")
- M. The Vendee is desirous of obtaining allotment of a residential unit in the said Group Housing Complex and has applied to the Vendor vide application dated \_\_\_\_\_ for provisional allotment of a Residential Unit on the terms and conditions as set out in the application and in response thereto, the Vendor herein vide Allotment Letter dated \_\_\_\_\_ provisionally allotted the residential Unit No. \_\_\_\_\_ located in Tower No. \_\_\_\_\_ (hereinafter referred to as "the Tower") forming part of the Phase-1 on \_\_\_\_\_ Floor in the said Group Housing Complex ( herein after referred to as "Aarohan Residences") or the "Group Housing Complex" or the "Project") having an approximate Super Area of \_\_\_\_\_ square feet ( \_\_\_\_\_ sq meters) inclusive of Terrace Area of \_\_\_\_\_ sq. ft. ( \_\_\_\_\_ sq. mtrs.) (hereinafter referred to as "the Unit") (which areas are tentative and are subject to change until the completion of the Unit / Group Housing Complex;
- N. The Vendee has demanded from the Vendor and the Vendor has allowed the inspection of various approvals available with the Vendor, building plans, ownership records of the Said Land, agreement between the Co-Owner and the Developer and all other documents relating to the title and rights of Vendor to construct the Aarohan Residences on the Said Land. The Vendee has verified ownership record of the Said Land, various approvals available with the Vendor, building plans and all other documents including inter se agreement relating to the right, title, interest, limitations and obligations of the Vendor and agrees that there shall be no further investigation/objections by him/ her/them in this regard and further that he/ she/they is/are fully satisfied of the title and rights of Vendor and also rights of the Vendor to enter into this Agreement;
- O. The Vendee has confirmed to Vendor that he/she/they is/ are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the area in general and aforesaid Aarohan Residences in particular and has not unduly relied upon and is not influenced by any architectural plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Vendor, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project Site, the Proposed

Aarohan Residences and the said Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer, the estimated amenities to be made available to the Vendee or any other data except as specifically represented in this Agreement and that the Vendee has relied solely on Vendee's own judgment and investigation(s) in deciding to enter into this Agreement. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement.

- P. The Vendor relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has accepted in good faith his/ her/ their application to allot a Unit in the Project on the terms and condition contained herein set forth.
- Q. The Vendee understands and agrees that only after execution of this Agreement by him/her/them the allotment shall become final and binding upon the Vendor. If however, Vendee fails to execute and return one copy of this Agreement within thirty (30) days from the date of its dispatch by the Developer then the allotment shall be treated as cancelled at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Vendee shall stand forfeited and thereafter the Vendee shall be left with no right, title or interest whatsoever in the Unit and/or the Project. Further the allotment shall be automatically cancelled, if payment/part payment cheque is not realized after its presentation with Bank. The Vendee/s further agrees and understands that the Developer/Vendor is not obliged to send any reminder in this regard.

**NOW, THEREFORE, THIS INDENTURE TOGETHER WITH ITS ANNEXURES AND SCHEDULES WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized shall have the meaning assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“**Apartment Act**” means the Haryana Apartment Ownership Act, 1983 and the Rules and/ or any other statutory enactment or modification thereof.

“**Vendee**” means the person who is entering into this Agreement with the Developer/Vendor for the Unit allotted to the Vendee/s and who has signed and executed this Agreement.

“**Common Areas**” means utility and common corridors, passage, lobbies, stairs, munties, lifts/lift walls, shafts, lift shafts, electrical shafts, fire shafts, plumbing shafts, boundary walls, other common walls, roads & paths, overhead tanks/underground tanks, Sewerage Treatment Plants, driver's/common toilet/s, security/guard rooms, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric sub-station, maintenance offices/stores, fire control rooms, generator room, garbage room, gas bank, entrance and exits of building, architectural features, if provided, and security/fire control rooms, greenery and green spaces to be provided by Developer/Vendor in the Project as per the sanctioned lay-out and as may be specifically provided for in the Declaration to be filed by the Developer/Vendor. It is specifically stated and made clear that the Parking spaces, the Facilities (defined hereinafter) and appurtenant open area, commercial spaces/areas both vacant and constructed, utility/storage spaces are specifically excluded from the definition of Common Areas and/or from the scope of the allotment of a Unit and/or the transaction contemplated herein.

“Common Amenities” include the main gate, street lighting, security system, sewer system, water supply system, drainage system and any other system for common usage of all vendees of the Project.

“DGTCP” means the Director General, Town & Country Planning, Haryana at Chandigarh.

“Earnest Money” means an amount equivalent to 10% of the aggregate of Basic Sale Price plus Preferential Location Charges plus Car Park Charges of the Unit.

“Holding Charges” means the administrative costs incurred/to be incurred by the Developer/ Vendor to hold the Unit, if the Vendee fails to take actual physical possession of the Unit on or before the expiry of the period specified in the offer of possession.

“Land” means the land admeasuring 19.244 acres (approx.) situated at revenue state of Village Haiderpur Viran and Wazriabad, Sector 53, Tehsil & District Gurgaon, Haryana.

“Project” means the Group Housing Project namely, “Aarohan Residences” to be developed by the Company on the Land under the mixed land use policy notified in terms of Notification No. CCP(NCR)/TOD/2016/343 dated February 9, 2016 comprising low rise/high rise apartments, commercial area, the Facilities, the Common Areas, the Common Amenities and/or other saleable areas including commercial areas both vacant /constructed, the Car/Vehicle Parking Spaces etc. and any other building as may be approved by the competent authorities for which License no. 545 to 546 of 2006 and License nos. 168 to 172 of 2004 is granted by DGTCP to the Vendor.

“Person” means any individual, Company, corporation, partnership, Government or Governmental authority or agency or any other legal entity.

“Preferential Location Charges” means charges for the preferential location attributes of the Unit and/or any other location as may be specified/designated as Preferential Location by the Developer/Vendor.

“Competent authority” shall mean any Central or State judicial, quasi judicial or Government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Land and/or the Project.

**Phase 1** of the **Project** shall mean and shall be confined to and consisting of Tower No. 1, Tower No. 2 and Tower No. 3 ONLY for which approval of the Building Plan has been obtained by the Vendor vide Memo No. ZP-170/SD(BS)/2015/18566 dated 29.09.2015 from the office of DGTCP.

**2. SALE OF UNIT AND RIGHTS THERE TO:**

Consideration for Sale of Unit and Rights thereto

2.1 In consideration of the Vendee complying with the terms and conditions of this Agreement and making timely payments of the total Sale Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ Only) as per the schedule of payments given in Annexure-I, the Vendor hereby agrees to sell and the Vendee hereby agrees to purchase the said Unit having a Super Area of \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) approx inclusive of Terrace Area of \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.). The Conversion factor of 10.764 Sq. Ft. per Sq. Mtr. for the purpose of this Agreement has been taken.

Tower No.	Floor	Unit No.	Super Area (in sq.ft.) (sq.mtrs)	No. of Car Park and its Location

## 2.2 Sale Price

- a) The total Price of the Unit (“Sale Price”) payable to the Vendor by the Vendee shall be at following rates per sq. ft. based on the Super Area of the Unit for different components of the Sale Consideration along with other amounts, charges, Security, Fund, Service Tax, Value Added Tax (VAT), Statutory Charges, Cess & Levy or any other imposition by whatever named called or in whatever form or any increase or enhancement thereof and all that as set out in this Agreement which shall be payable as and when demanded by the Vendor.

Basic Sale Price (BSP) @ Rs. \_\_\_\_\_ per Sq. Ft Rs. \_\_\_\_\_ per Sq. Mtrs. of the Super Area of the Unit and BSP @ Rs. \_\_\_\_\_ per Sq. Ft. (Rs \_\_\_\_\_ per sq. mtrs.) for Terrace Area of \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) aggregate amounting to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

It is clarified that only the External Development Charges (EDC) and the Infrastructure Development Charges (IDC) has been charged as per the rate levied by the Competent Authority at the time of grant of Licence as a part of the BSP. However, all applicable rates, taxes including but not limited to Service Tax, VAT, Swachh Bharat Cess, any statutory charges/levies, duties, or any other imposition by whatever named called or in whatever form etc. are exclusive of Basic Sale Price and shall be payable additionally.

Further, the Sale Price has been derived on the basis of the basic sale price (BSP) per sq. ft and other charges (including Preferential Location Charges) on the basis of “Super Area” (except Car Park Charges which are based on the location of Car Park Slot so opted) and it is clarified that in the event any law or notification coming into effect hereafter stipulating that the Sale Price be required to be determined on the basis of Carpet Area or any other term other than the Super Area, the total Sale Price/ Sale Consideration will remain constant but BSP per sq. ft./ per sq. mtrs. would automatically be converted to arrive at the total Sale Price vis-à-vis Carpet Area or any other term other than the Super Area.

- b) **Preferential Location**

That the Vendee has specifically agreed that he/ she/ they shall pay as Preferential Location Charges (PLC) a sum of Rs. \_\_\_\_\_ calculated at the rate of Rs. \_\_\_\_\_/- per sq. ft. ( Rs. \_\_\_\_\_/- per sq. mtrs.) of Super Area for the unit located in the said Aarohan Residences for a preferentially located Unit. The Vendee agrees that if due to change in layout plan/building plan of the said Aarohan Residences, the said Unit ceases to be preferentially located or falls under lower category of Preferential Location, then the Vendor shall be liable to refund only the amount or the differential amount of such component of preferential location charges paid by the Vendee without any interest and such refund shall be made/ adjusted in the last instalment as stated in the schedule of payments in Annexure-I. If however the Unit becomes preferentially located or falls in the higher category of Preferential



Location, which was not at the time of the provisional allotment/ allotment made herein, as the case may be, the Vendee shall be liable to pay such component of the preferential location charges as applicable then and shall be payable along with the next instalment.

c) **Statutory Demands**

It is made clear and the Vendee is aware that only the External Development Charges (EDC) and the Infrastructure Development Charges (IDC) has been charged as per the rate levied by the Competent Authority at the time of grant of Licence as a part of the BSP and agrees and undertakes any further imposition/levy/charges by whatever name called or in whatever form and with all such conditions imposed, or any increase in External Development Charges (EDC)/ Infrastructure Development Charges (IDC), Service Tax, Value Added Tax (VAT), Building Cess, Swachh Bharat Cess, Transit Oriented Development Charges (TOD) or levies of such nature on prospective or retrospective basis effective after the date of the provisional allotment by the Government and / or any Governmental Authority (ies) shall be paid by the Vendee on demand to the Company in proportion to the super area of the Unit

It is also agreed by the Vendee that all such levies/increase may be levied by the Government of Haryana or any other Governmental Authority (ies) on prospective or retrospective basis effective from the date of license of the Said Unit /Said Aarohan Residences. The Vendor makes it clear that if its required to pay such levies, EDC/IDC/TOD, interest and other charges etc. in such prospective/retrospective manner from the date of license, then the Vendor shall demand, and the Vendee undertakes to pay the same. The pro-rata demand made by the Vendor to the Vendee with regard to EDC/IDC/TOD/any other levy/charges by whatever name called, and/or increase in EDC/IDC/TOD shall be final and binding on the Vendee. If the EDC/IDC/TOD /any other levy/charges by whatever name called, and/or increased EDC/IDC/TOD is not paid, then the non-payment of such charges shall be treated as unpaid sale price under this Agreement and the Vendor shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Vendee. If the EDC/IDC/TOD and or/ increased EDC/IDC/TOD is levied (including with retrospective effect) after execution of conveyance deed, the Vendee agrees and undertakes to pay the same on demand by the Vendor and if the demanded charges are not paid, then the same shall be treated as unpaid sale price of the Said Unit and the Vendor in addition to the remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Unit till such unpaid charges are paid by the Vendee.

d) **Super Area**

It is made clear that the Super Area of the Unit as defined in **Annexure II** hereto is tentative and subject to change till the construction of the said Aarohan Residences is complete. The Vendee acknowledges and understands that the Sale Price of the Unit is calculated on the basis of its Super Area and the same shall be recalculated upon confirmation by the Vendor of the final Super Area of the said Unit during or after the construction of the said Aarohan Residences is complete and any increase or reduction in the Super Area of the said Unit shall be payable or refundable, without any interest, at the same rate per square feet as agreed herein. If there shall be an increase in Super Area, the Vendee agrees and undertakes to pay for the increase in Super Area immediately on demand by the Vendor and if there shall be a reduction in the Super Area, then the refundable amount due to the Vendee shall be adjusted by the Vendor from the final instalment as set forth in the schedule of payments appended in **Annexure I**.

The Vendee further acknowledges, understands and agrees to pay increases, if any, due to increase in Super Area in EDC, IDC, TOD, PLC, Service Tax, VAT, Building Cess, Swachh Bharat Cess, increase on account of additional fire safety measures undertaken, increase in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy and all other increase in cost/charges, specifically provided to in this Agreement and /or any other increases in charges/statutory levies, Cess which may be levied or imposed by the Government Authorities from to time or as stated in this Agreement.

e) **Escalation Charges**

The Vendee agrees and understands that the price of the Unit is based on the price of materials and labour charges pertaining thereto on and around January, 2016. If, however, during the progress of construction up to the date of application of occupation certificate by the Vendor or the expiry of five years from the above mentioned date, whichever is earlier, there is an increase /decrease in the price of the materials used in the construction work and /or labour charges (hereinafter referred to as Escalation Charges), the same shall be recoverable/payable respectively by/to the Vendee.

In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Vendor shall take the respective Wholesale Price Index Indexes as published in the Reserve Bank of India (RBI) Monthly Bulletin for steel, cement, fuel & power, other building construction material; and labour Index published as Consumer Price Index Numbers in the State of Haryana as the basis of such computation and the Vendee agrees and accepts, that by choosing these independent RBI Indexes and Consumer Price Index Numbers in the State of Haryana, the Vendor is ensuring the highest level of fairness and transparency. The respective RBI Index and Consumer Price Index Numbers in the State of Haryana for the computation of the Escalation Charges in the cost of construction and labour cost as below:-

- Steel- Index published as Steel -Long in the category of Basic Metals, Alloys & Metal Products.
- Cement - Index published as Cement & Lime in the category of Non -Metallic Mineral Products.
- Fuel & Power -Index published as Fuel & Power.
- Other Building Construction materials -Index published as All Commodities in the Index Numbers of Wholesale price in India.
- Labour-Index published as Consumer Price Index Numbers for Industrial Workers in the State of Haryana.

It is mutually agreed and binding between the Vendee and the Vendor that Rs. 4500/- per sq. ft shall be treated as construction cost for purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of (i) steel, (ii) cement, (iii) other construction materials, (iv) fuel and power and (v) labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost.

Escalation Charges shall be computed till the date of application of Occupation Certificate to be filed by the Vendor or five years from the date of Agreement whichever is earlier. The RBI indexes and Consumer Price Index Numbers in the State of Haryana for the month of January, 2016 and for the month in which Occupation Certificate is being applied or for the month of December, 2020, as the case may be, shall be taken as the openings and closings indexes respectively to compute the Escalation Charges.

The Vendor shall appoint a reputed firm of Chartered Accountants to independently audit and

verify the computation of Escalation Charges done by the Vendor from time to time.

Such audited and verified Escalation Charges shall be paid /refunded (or adjusted), as the case may be, by/to the Vendee before the offer of possession of the Said Unit to the Vendee.

Escalations Charges, as intimated to the Vendee shall be final and binding on the Vendee. The Vendee agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Agreement. No possession shall be handed over to the Vendee unless Escalation Charges are paid in full along with delayed interest, if any, as mentioned in clause 3.3 below.

f) Amount paid by Vendee with Application and thereafter till Date

That the Vendee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

as detailed below.

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide receipt # \_\_\_\_\_ dated \_\_\_\_\_.

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide receipt # \_\_\_\_\_ dated \_\_\_\_\_.

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide receipt # \_\_\_\_\_ dated \_\_\_\_\_.

towards part of the Sale Price of the said Unit at the time of application and thereafter, the receipt of which is hereby acknowledged by the Vendor and the Vendee shall and hereby agrees to pay the balance Sale Price of the Unit and all other charges as described in the schedule of payments in Annexure-I attached with this Agreement within the time and in the manner specified herein.

g) **Earnest Money**

The Vendee has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him/ her towards the Sale Price, the Vendor shall treat 10% of the aggregate of Basic Sale Price plus Preferential Location Charges plus Car Park Charges as earnest money (hereinafter referred to as the “**Earnest Money**”) to ensure fulfilment, by the Vendee of the terms and conditions as contained in the application/the Allotment Letter and this Agreement.

The Vendee hereby authorises the Vendor to forfeit out of the amounts paid/ payable by him/her, the Earnest Money as aforementioned together with the processing fee, any interest paid, due or payable, any brokerage paid/ committed by the Vendor in respect of the Unit, any other amount of a non-refundable nature in the event of the failure/default/delay of the Vendee to perform his/ her/their obligations assumed and undertaken or fulfil all the terms and conditions as set out in this Agreement executed by the Vendee or in the event of failure of the Vendee, for any reason whatsoever, to sign and return this Agreement in its original form to the Vendor within thirty (30) days from the date of its dispatch by the Vendor.

The Vendee agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the conveyance deed for the said Unit and that the Vendee hereby authorises the Vendor to effect such forfeiture without any notice to the Vendee and the Vendee has agreed to this condition to confirm his/ her / their commitment to faithfully fulfil all the terms and conditions contained in his/ her/ their application, Allotment and this Agreement.

## 2.3 Other Areas and the Facilities

2.3.1 All the areas and facilities including without limitation all recreational facilities, developments, fit outs, fitting & fixtures and activities at and/or under the "SKY HUB" and "Aarohan RETREAT" (hereinafter referred to as the "Facilities") and all Other Areas other than the areas and facilities considered for calculating the Super Area (as defined in Annexure-II hereto) of the Unit are specifically excluded from the scope of this provisional allotment and/or allotment herein and/or the transaction contemplated herein, which may be developed simultaneous to or after the development of the Phase I of the said Group Housing Complex or the said Group Housing Complex. It is further clarified that the Facilities may have been located and/or developed at more than one location in the said Aarohan Residences. It is further specifically clarified that the Developer reserves its right to name or rename any of the Facilities.

It is specifically agreed and acknowledged by the Vendee that neither the Vendee nor the Association of the owners, if any formed under the Applicable Laws, shall be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in the Other Areas and/or the Facilities. Neither the Other Areas and/or the Facilities have been included in the computation of Super Area for calculating the Sale Price of the Unit nor has been charged/demanded by the Vendor nor any money/amount in form or manner whatsoever has been paid by the Vendee for the right to use or the ownership or the interest in respect of the Other Areas and/or the Facilities. The Vendee agrees, acknowledges and confirms that the right, title, ownership, possession and interest of the Other Areas and/or the Facilities shall remain and vest solely with the Vendor and/or the determination of its usage and manner/ method of use by the Vendee as well as the applicable charges for such use to be borne and paid by the Vendee shall be at the sole and exclusive discretion of the Developer. It is further specifically agreed and confirmed by the Vendee that even in the event, the Association of the Owners duly formed under Haryana Apartment Ownership Act, proposes to take over the maintenance of the Project, the ownership, right, title, interest and physical possession of the Other Areas and/or the Facilities shall remain with the Developer to the exclusion of the Association of the Owners and/or the Vendee and/or the other vendees in the Project.

2.3.2 It is made abundantly clear that allotment of a Unit in the Project does not constitute any automatic right or entitlement of the Vendee to use the Other Areas and/or the Facilities.

2.3.3 The Vendor as the owner of the Other Areas and the Facilities shall have the sole right and absolute authority to deal with them or any part thereof in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease or any other mode which the Vendor may deem fit at its sole discretion.

2.4 The Vendor/Developer has made specifically clear to the Vendee and the Vendee agrees that the computation of the Sale Price of the said Unit does not include any element of recovery or payments and computation is only for the Super Area of Unit. It is further clarified and understood by the Vendee that the car parking space, if any, allotted hereunder, is an integral amenity of the Unit, the Vendee undertakes not to sell/transfer/lease/part with or in any manner deal with such allotted car parking space independent of the Unit. It is further clarified by the Vendor/Developer and fully understood by the Vendee that Car Park Charges so paid or agreed to be paid by the Vendee is an integral part of Total Sale Price of the Unit for the right to use such allotted car parking space. However, the liability to pay for the maintenance charges and upkeep charges as may be levied by the Developer/Vendor or any other nominated maintenance agency or

other body as appointed by the Developer/Vendor from time to time on such car parking space shall be the responsibility of the Vendee. It is further clarified that the right to use such allotted car parking space is co-terminus with the discharge of all the obligations as set out in the Unit Buyer's Agreement or Maintenance Agreement to be executed by the Vendee. All clauses of those agreements including the transaction contemplated herein, the allotment, possession, cancellation, maintenance etc. shall apply mutatis mutandis to the right to use such allotted car parking space, wherever applicable. The Vendee agrees and confirms that all such right to use the car parking spaces allotted to the Vendee or other vendees/occupants in the Aarohan Residences shall not form a part of general common areas of the said Unit /the Tower/Aarohan Residences for the purpose of the declaration which may be filed by the Developer/Vendor under Haryana Apartment Ownership Act, 1983, as amended from time to time.

- 2.5 The total Sale Price of the said Unit mentioned in the Schedule of Payments in **Annexure I** of this Agreement includes the proportionate cost of providing electric wiring and switches in each flat/unit and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulation and power back equipment but does not include the cost of electric fittings and fixtures inside the Unit which shall be got installed by the Vendee at Vendee's own cost and expense. The Vendee further undertakes to pay, as and when demanded by the developer the Electric Installation charges and/or the Electricity Meter cost. The Vendee shall also pay, as and when demanded by the Developer, initial electricity connection charges or Electricity Meter Charges/Security and any other charges as may be payable or demanded from the Vendee in respect of the Unit If, due to any subsequent legislation/ Government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code or if deemed necessary by the Vendor/Developer at its sole discretion, additional fire safety measures are undertaken or power back facility is enhanced, then the Vendee undertakes to pay within thirty (30) days from the date of written demand by the Vendor/Developer, the additional expenditure incurred thereon along with other Vendee in proportion to the Super Area of his/ her/ their Unit to the total Super Area of all the Units in the said Aarohan Residences as determined by the Vendor/Developer in its absolute discretion.

Further, the liability to pay for the actual consumption of electricity, water or the operation, running and maintenance charges of the fire fighting and power back equipments as may be levied by the Developer/Vendor or any other nominated maintenance agency or other body as appointed by the Developer/Vendor from time to time on such facilities shall be the responsibility of the Vendee.

The Vendee/Developer agrees to pay any additional deposits, charges for bulk supply of electrical energy, any amount spent towards additional transformers, sub-stations or any transmission line to the Aarohan Residences as may be demanded by the Vendor/Developer from time to time.

### 3. PAYMENT

- 3.1 The Vendee shall pay total consideration along with the other charges, as per the Payment Plan opted by the Vendee and annexed hereto as **Annexure - I**.
- 3.2 It is specifically agreed by the Vendee the Earnest Money and the amount of interest on delayed payments, brokerage and all other amounts of non-refundable nature, if any, due from the Vendee shall be liable to be forfeited by the Company as provided in this Agreement.
- 3.3 The payment of the Total Sale Price and other amounts payable by the Vendee as per the payment

plan opted by the Vendee or as demanded by the Developer/Vendor, from time to time, is the essence of this Agreement. In case of delay/default in the timely payment of the installment(s) the Vendee shall be liable to pay interest on delayed payments @ 15% per annum compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/amount or the Vendor/Developer shall be entitled to compensation/penalty free period equivalent to the total number of days for which Vendee delays the payment of installment(s) and/or any other payment due and payable in handing over the Unit. For the sake of clarity, each delay shall be independently counted for purpose of the calculation of compensation/penalty free period. Without prejudice to the generality of the aforesaid, In case, the Vendee fails to make the payment with interest as aforesaid within a period of 90 days from the said due date, the Developer/Vendor shall have the right to cancel the allotment, terminate the Agreement and forfeit the Earnest Money. In such circumstances, the Developer/Vendor shall refund the amounts paid by the Vendee, over and above the Earnest Money and after the adjustment of interest on delayed payments and all other amounts of non-refundable nature, if any, due from the Vendee, without any interest and the Vendee shall be left with no lien or claim on the Said Unit/ the Project or any part thereof. However, in exceptional and genuine circumstances, the Developer/Vendor may, at its sole discretion, condone the delay in payment of installments by charging interest @ 24% per annum compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/amount and restore the allotment of the Said Unit, and only in case the said Unit has not been allotted to any third party.

- 3.4 The Vendee hereby authorizes the Developer/Vendor to forfeit, out of the amounts paid/payable by it, the Earnest Money and other amounts, as aforementioned, in case of cancellation of the allotment in terms of this Agreement on account of the failure of the Vendee to perform its obligations or fulfill all other terms and conditions stipulated herein.
- 3.5 The Vendee shall make all payments from time to time till further notice through a/c payee Cheque (s)/Demand Draft (s) in favour of "VIPUL LIMITED" payable at Gurgaon/Delhi. The Vendor shall be entitled to adjust the amounts paid by the Vendee first towards the interest due, if any. The Developer/Vendor may in its sole discretion appropriate the money received from the Vendee towards any account and the appropriation so made shall not be questioned/objected by the Vendee.
- 3.6 The Vendee agrees to make extra payment towards the following facilities:
  - 3.6.1 Expenditure on the provision of telephone system, security system, LPG piped gas system, intercom system or any other common facility/service if any provided by the Developer/Vendor shall be proportionately borne by the Vendee.
  - 3.6.2 The stand-by generator for running the lifts, tube well and water pump shall be provided by the Developer/Vendor without any extra cost but if common generator lines or any other power back-up system is provided within the Unit, the cost of the same shall be charged extra to the account of the Vendee at a rate intimated by the Developer/Vendor. The running costs of the power back-up systems to the Unit shall be proportionately borne by the Vendee over and above the general maintenance charges.

#### **4 PAYMENT FOR TAXES, CESSSES BY THE VENDEE**

That simultaneous to the execution of Unit Buyer's Agreement the Vendee shall be liable to pay house-tax/property-tax, fire fighting tax or any other Fee, Cess or Tax as and when levied by a

Local Body or Authority and so long as the said Unit of the Vendee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Vendee in proportion to the Super Area of the said Unit to the total Super Area of all the Unit's in the said Building/said Aarohan Residences. These Taxes, Fees, Cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor/Developer or its Nominee or any other Body or Association of all or some of the Vendee whether levied retrospectively or prospectively.

**5. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Vendee authorises the Vendor/Developer to adjust/ appropriate all the payments made by him/ her under any head(s) of dues against outstanding, if any, in his/ her name as the Vendor/Developer may in its sole discretion deem fit and the Vendee undertakes not to object or direct the Vendor/Developer to adjust his payments in any manner otherwise than as decided by the Vendor/Developer in its sole discretion. The Vendee hereby expressly waives the requirement(s), if any, of service of any notice of appropriation.

**6. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

That It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of the Vendee, if resident outside India to comply 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 other Applicable Laws or any amendments thereof, and will provide the Vendor/Developer with such permissions, approvals which would enable the Vendor/Developer to fulfil its obligations, if any under this Unit Buyer's Agreement. Any refund, transfer of security if provided in terms of the Unit Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. That in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Vendee further represents and undertakes to comply with all legal requirements for the purchase of immovable property, whenever applicable after execution of the Unit Buyers Agreement herein and sign all applications, forms for the said purpose The Vendee shall keep the Vendor/Developer fully indemnified and harmless in this regard. The Vendor/Developer accepts no responsibility in this regard. Whenever there is any change in the residential status of the Vendee subsequent to the signing of this Agreement, the Vendee agrees to intimate the same through registered post.

**7. CONSTRUCTION AND MODIFICATION OF THE TOWER /THE UNIT / THE GROUP HOUSING COMPLEX.**

**7.1 Construction of the Unit / the Tower /the Group Housing Complex**

a) The Vendee understands and agrees that the construction of the Unit is likely to be completed within a period of 60 months hereof with a grace period of 3 (three) months subject to the receipt of requisite other approvals & permissions from the concerned authorities, Force Majeure Conditions (defined in clause 28) and subject to fulfilment of the terms and conditions of this Agreement including but not limited to timely payments by the Vendee, in terms hereof, The Vendor/Developer shall be entitled to extension of time for completion of construction of the Unit equivalent to the period of delay caused on account of the reasons

stated herein. No claim by way of damages/ compensation shall lie against the Vendor/Developer in case of delay in handing over possession of the Unit on account of the aforesaid reasons.

- b) The Vendee has seen, reviewed and accepted the payment plan provided in **Annexure-I**, tentative plans/ typical floor plan/ site plan/ parking plan as provided in **Annexure III** and the tentative specifications as provided in **Annexure IV** of this Agreement and which are subject to change at the sole discretion of the Vendor/Developer or as may be directed by any Competent Authority or due to Force Majeure conditions and the Vendee has accepted and consented to this condition.
- c) The construction of the said Group Housing Complex and the said Unit including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Annexure IV** subject to the right of the Vendor/Developer to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority and/or the Architect and/or due to Force Majeure conditions and the Vendee agrees to this condition.
- d) The Vendee further authorises the Vendor/Developer on his/her behalf to carry out such additions, alterations, deletions and modifications in the building plans of the Tower, Floor plans, Unit plans etc. including the number of Units/floors, change in the position of the Unit, change in Super Area of the Unit etc. as the Vendor/Developer may consider necessary or as directed by any competent authority and/or the Architect at any time even after the building plans for the Tower are sanctioned and till the grant of an occupation certificate. However, the same shall not restrict the rights of the Vendor/Developer under clause 17 of this Agreement to construct additional floors/additional spaces as sanctioned and approved by the competent authority.

#### 7.2 Construction of Future Phase(s)

- a) That the Vendee is aware of the fact that the allotment referred herein has been made out of the proposed development of Phase I only.
- b) That the Vendee is aware of the fact that the Company may either commence the development of other future phase(s) upon approval of building plan(s) of other future phase(s) simultaneously with Phase I or after completion of Phase - I and/or the handing over of the Unit hereby provisionally allotted.
- c) That the Vendee hereby agrees, confirms and undertakes that he/she/they shall not in any manner whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) commencing or continuing after the completion and/or the handing over of the Unit hereby allotted, is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents of Phase I of the project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment and living in the gated community or threat to the safety and security of the residents/ Units forming part of the Phase I and/or the Project .
- d) That the Vendee hereby agrees, confirms and undertakes that he/she/they shall not in any manner whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) of the Project is or has been planned,



implemented and developed at a permissible higher FAR ( by virtue of Notification of Competent Authority post execution of the Agreement) than the one currently permissible.

- e) Notwithstanding anything contained in the Application or the Allotment or the Buyers Agreement or in any other documents executed between the Parties herein, It is made clear and the Vendee is aware that the Vendor has obtained the Zoning plan approved for the project vide Memo. No ZP/170/AD(RA)/2014/17497 dated 06.08.2014 and Building Plan ONLY for the part of the project consisting of Tower No. 1, Tower No. 2 and Tower No. 3 vide Memo No. ZP-170/SD(BS)/2015/18566 dated 29.09.2015 (which part of the project hereinafter referred to as Phase-I) , from the Director General, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the “DGTCP”) under the Haryana Development and Regulation of Urban Areas Act, 1975. It is further made clear and the Vendee is aware that the Vendor has obtained the approval of such Zoning plan in terms of the Rules and Regulations/notifications prevalent and applicable as on that date and the Vendee declares and agrees that it shall not be necessary or obligatory on the part of Vendor and/or the Developer to seek consent of the Vendee for revising the Zoning Plan in terms of the Rules and Regulations/notifications applicable as on the date hereof including without limitation the Notification No. CCP(NCR)/TOD/2016/343 dated February 9, 2016. For the sake of clarity, it is stated that the Vendor intends to apply for the revision of the Zoning Plan to avail the parameters as available under the mixed land use as more specifically set out in the above referred Notification dated February, 2016 and the Zoning Plan as may be amended and approved from time to time shall supersede the approved Zoning Plan dated 06.08.2014 and the revised Zoning Plan so approved by DGTCP shall be binding on the Vendee. However, It is further made clear that Building Plan for the Phase-I of the Project and allotment in terms thereof shall remain unchanged.

### **7.3 Major Alteration/ Modification**

In case of any major alteration/ modification resulting in excess of 10% change in the Super Area of the Unit in the sole opinion of the Vendor/Developer any time prior to and upon the grant of occupation certificate, the Developer/Vendor shall intimate the Vendee in writing the changes thereof and the resultant change, if any, in the Sale Price of the Unit to be paid by him/ her and the Vendee agrees to deliver to the Developer/Vendor in writing his/ her consent or objections to the changes within thirty (30) days from the date of despatch by the Vendor/Developer of such notice failing which the Vendee shall be deemed to have given his/ her full consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the written notice of the Vendee is received by the Vendor/Developer within thirty (30) days of intimation in writing by the Vendor/Developer indicating his/ her non-consent/objections to such alterations/ modifications as intimated by the Vendor/Developer to the Vendee, then in such case alone this Agreement shall stand cancelled/terminated without further notice and the Vendor/Developer shall refund the money received from the Vendee after deducting the brokerage and/or any Taxes thereon, if any paid/committed within sixty (60) days from the date of intimation received by the Vendor/Developer from the Vendee. On payment of the money after making such deductions as stated above the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement. In such a situation, the Vendor shall have an absolute and unfettered right to allot, transfer, sell and assign the Unit and all attendant rights and liabilities to a third party. It being specifically agreed that irrespective of any outstanding amount payable by the Vendor to the Vendee the Vendee shall have no right, lien or charge on the Unit in respect of which refund as contemplated by this clause is payable.

## 8. POSSESSION

### 8.1 Time of handing over the Possession

- a) Subject to terms of this clause and subject to the Vendee having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and complied with all provisions, formalities, documentation etc., as prescribed by the Vendor/Developer, and all just exceptions, the Vendor/Developer based on its present plans and estimates shall endeavour to hand over the possession of the Unit within a period of 60(Sixty) months from the date of signing of this Agreement. The Vendee agrees and understands that the Vendor/Developer shall be entitled to a grace period of 90 days, after the expiry of 60 (Sixty) months, for applying and obtaining the occupation certificate in phases in respect of the different towers of the Group Housing Complex.
- b) In addition to the circumstances set out in Clause 28, in the following circumstances, the date of possession shall get extended accordingly:
  - i) The completion of the said Group Housing Complex including the Unit is delayed by reason of non-availability of steel and/ or cement or other building materials, or water supply or electric power or slow down, strike or, lock-out or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or due to any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in sanction of any revised building/ zoning plans or for any other reasons beyond the control of the Vendor/Developer, then the Vendee agrees that the Vendor/Developer shall be entitled to the extension of time for handing over of the possession of the said Unit. The Vendor/Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances are beyond the control of the Vendor/Developer so warrant, the Vendor/ Developer may suspend the construction of the Group Housing Complex and this Agreement for such period as it may consider expedient and the Vendee agrees not to claim compensation of any nature whatsoever of this Agreement for the period of suspension/delay of the construction of the Group Housing Complex and this Agreement.
  - ii) If as a result of any law that may be passed by any legislature or Rule, Regulation or Order or notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority or on account of delay in sanctioning of plans or any other sanctions or approval for development or issuance of occupation certificate by appropriate Authorities, the Vendor/Developer is not in a position to hand over the possession of the Unit, then the Vendor/Developer may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Vendee in pursuance of this Agreement, shall continue to remain with the Vendor/Developer and the Vendee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). However, the Vendee may, if he/ she so desires, become a party along with the Vendor/Developer in such litigation to protect Vendee's rights arising under this Agreement. Further, in the event of the Vendor/Developer succeeding in its challenge to the impugned legislation or Rule, Regulation or Order, as the case may be, it is hereby agreed that this

Agreement shall stand revived and the Vendee and the Vendor/Developer shall be liable to fulfil all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Vendor/ Developer to the impugned Legislation/Order/ Rule/Regulation not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Vendor/Developer will appoint a Receiver who shall have all the rights and authority to sell the entire property and disburse the sale proceeds among the Unit holders, for the amount attributable to the said Unit, after making payments of the statutory dues and secured creditors and after deducting interest on delayed payments, processing fee etc, and any other expenses attributable to the said Unit. The receiver will disburse the payments within a reasonable time in such manner as may be decided by the Receiver and the Vendee agrees to accept the Receiver's decision in this regard to be final and binding. Save as otherwise provided herein, the Vendee shall not have any other right or claim of whatsoever nature against the Vendor/Developer under or in relation to this Agreement.

- iii) The Vendee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments as provided in Annexure I, the date of handing over of the possession shall be extended by the number of the days equivalent to the total number of days for which Vendee defaults/delays the payment of instalment(s) and/or any other payment due and payable in terms hereof in handing over the Unit. For the sake of clarity, each delay shall be independently counted for purpose of the calculation of such extension. Without prejudice to the generality of the aforesaid and other rights of the Vendor/Developer, the date of handing over of the possession shall be extended accordingly solely on Vendor's/Developer's discretion till the payment of all outstanding amounts by the Vendee to the Vendor/Developer to the satisfaction of the Vendor/Developer.
- iv) Subject to the Vendee having complied with its/his/her/their obligations assumed and undertaken under the Agreement, the Allotment Letter as well as the Application, including but not limited to timely payment of the Sale Price and other amounts as set out in the Agreement and other terms and conditions of this Agreement, in the event of any wilful delay in offering the possession of the Unit within stipulated period for reasons solely attributable to the Vendor, delay charges @ (i) Rs. 15/- (Rs. Fifteen Only) per sq.ft. per month on Super Area basis for the first six (6) months of delay, thereafter (ii) Rs. 25/- (Rs. Twenty Five Only) per sq.ft. per month on Super Area basis for the next six (6) months of delay i.e. from 7th month to 12th month and (iii) Rs. 35/- (Rs. Thirty Five Only) per sq. ft. per month on Super Area basis for the period from the 13th month up to 18th month would be payable to the Vendee, as the case maybe.

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made in writing by the Vendee for the same (and be calculated from the date of the said demand), till the date when possession of the Unit is offered to the Vendee. Further, all payments towards the delay charges, as due from the Vendor/Developer, would be adjusted from payments due to the Vendor/Developer from the Vendee at the time of the final instalment/settlement thereof.

Provided specifically that, the Vendor/Developer shall, at its sole option, be entitled (without the payment of any delay charges) to not offer possession of the Unit to the Vendee, till all amounts due and payable by the Vendee to the Vendor/Developer, as of such date (including all default interest specified above), have been paid by the Vendee.

## 8.2 Procedure for taking possession

- a) Subject to the terms of this Agreement, the Vendor shall offer in writing to the Vendee to take possession of the Unit. Within thirty (30) days from the date of issue of such notice, the Vendor shall hand over the possession of the said Unit to the Vendee for his/ her/ their occupation and use in compliance with the provisions of Clause 8.
- b) Upon receiving an intimation in writing from the Vendor, the Vendee shall in any event not later than 30 days thereof, take possession of the said Unit from the Vendor by executing necessary indemnities, undertakings, and such other documentation as the Vendor/Developer may prescribe and the Vendor shall, after satisfactory execution of such documents and payment by the Vendee of all the amounts/dues as set out in this Agreement including the payment towards stamp duty and registration charges, permit the Vendee to occupy the Unit, on the terms and conditions contained in this Agreement. If the Vendee fails to take possession of the Unit as aforesaid within the time limit prescribed by the Vendor/Developer in its notice, then the said Unit shall lie at the risk, responsibility and cost of the Vendee in relation to all the damage within the Unit, outgoing cess, taxes, levies etc and the Vendor shall have no liability or concern thereof and further that the Vendor/Developer shall also be entitled to holding charges as provided under clause 9. Subject to the Vendee making all payments under this Agreement, the Vendor shall prepare and execute in favour and along with the Vendee a conveyance deed to convey the title of the said Unit in favour of Vendee but only after payment by the Vendee of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Vendor/Developer/Maintenance Agency from time to time prior to the execution of the Conveyance Deed. The Parties agree that after the Vendee has provided all the details and documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the Conveyance Deed, the Vendor shall make all reasonable efforts to get the Conveyance Deed registered within a reasonable time. The Vendee agrees and undertakes to make himself/ herself/themselves available for the purpose of registration on the date(s) as informed by the Vendor.

If the Vendee is in default of any of the payments as afore stated, then the Vendee authorises the Vendor and the Vendor shall be at liberty to withhold registration of the Conveyance Deed in favour of the Vendee till full and final settlement of all dues to the satisfaction of the Vendor is made and discharged by the Vendee. The Vendee undertakes to execute Conveyance Deed within the time stipulated by the Vendor in its written notice failing which the Vendee authorises the Vendor to cancel the allotment and terminate this Agreement in terms of Clause 15 of this Agreement and to forfeit out of the amounts paid by him/her the Earnest Money, processing fee, brokerage paid/committed, interest on delayed payment, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Vendee without any interest in the manner prescribed in Clause 15 herein below.

## 9. HOLDING CHARGES

It is agreed by the Vendee that in the event of the failure of the Vendee to take the possession of the said Unit in the manner as aforesaid in Clause 8, then the Vendor shall have the option to cancel/terminate this Agreement and avail all or any of the remedies as stipulated in Clause 15 of

this Agreement or the Vendor may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Vendee in taking over the said Unit in the manner as stated in this clause on the condition that the Vendee shall pay to the Vendor/Developer holding charges @ Rs.25/- (Rupees Twenty Five only) per sq. ft. of the Super Area of the said Unit per month for the entire period of such delay and to withhold the execution conveyance deed or handing over for occupation and use of the said Unit to the Vendee till the holding charges along with applicable overdue interest and other charges as prescribed in this Agreement, if any, are fully paid/ discharged by the Vendee to the satisfaction of the Vendor. It is made clear and the Vendee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Vendee. Further the Vendee agrees that in the event of his/her/their failure to take possession of the said Unit within the time stipulated by the Vendor in its notice, the Vendee shall have no right, demand or grievance or claim in respect of any item of work in the said Unit which the Vendee may attempt to allege not to have been carried out or completed by the Developer or in respect of any design, specifications, building materials, use or for any other reason whatsoever or otherwise and that the Vendee shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Unit / said Tower/ said Group Housing Complex.

## 10. MAINTENANCE

### 10.1 Maintenance of the said Group Housing Complex/ said Unit

a) In order to provide necessary maintenance services the Developer shall, upon the completion of the said Tower/ said Group Housing Complex, maintain the said Tower/ said Group Housing Complex by itself or through its nominee including other Body or Association (hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. The Vendee hereby agrees to execute Maintenance Agreement as per the standard draft prepared by the Developer or Maintenance Agency. The Vendee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, and charges as may be raised by the Maintenance Agency from time to time. The Developer reserves the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement at its discretion from time to time.

The Vendee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Vendee irrevocably agrees that the Group Housing Complex shall be operated and maintained by certain specialised, designated, agencies nominated by the Developer or the Maintenance Agency. The Vendee hereby conveys his/ her/ it's no objection in respect of the said Maintenance Agency nominated by the Developer in performing such services.

b) The Vendee agrees that the Developer or its nominated Maintenance Agency shall carry out the maintenance of common services and amenities pertaining to the said Group Housing Complex for a period of five years from the date of issue of final Occupation Certificate by the Competent Authority in respect of Group Housing Complex to the Vendor unless taken over by the Association of the Owners duly constituted, formed and incorporated under the Applicable Laws. The Vendee shall pay necessary charges for the operation and maintenance of common services and amenities as determined from time to time. The Vendee also agrees to sign a formal maintenance agreement with the Developer or its

nominated Maintenance Agency at the time of taking possession of the said Unit. It is clarified that the scope of operation, maintenance and upkeep of various common services within the Tower/Building/ Group Housing Complex and outside shall be described in detail in the Maintenance Agreement. It is understood and agreed by the Vendee that the maintenance and insurance of individual Unit and the fixtures & fittings therein shall always remain the responsibility of the Vendee.

- c) The Vendee undertakes to pay the maintenance bills as raised by the Developer or its nominated agency from the date of notice for possession on pro-rata basis irrespective of whether the Vendee is in actual possession of the Unit or not. In order to secure due performance of the Vendee in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Vendee agrees to deposit and to always keep deposited with the Developer an Interest Free Maintenance Security @ Rs. 250/- (Rupees Two Hundred & Fifty only) per sq. ft. of the Super Area of the Unit. In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee in addition to permitting the Developer / nominated maintenance agency to deny him/ her/ them the maintenance services, also authorises the Developer to adjust unpaid amount against maintenance bills out of the Interest Free Maintenance Security. The Developer shall, in the event the "Association of Owners" of the Project duly constituted, formed and incorporated under the Apartment Act proposes and intends to take over the operation and maintenance of common services and amenities of the Project by virtue of the unanimous Resolution of the General Body of the said Association, handover the balance amount of Interest Free Maintenance Security after settlement of accounts/ adjustment of outstanding amounts, if any, to the said Association as mutually agreed.
- d) Further, in addition to the payment of Interest Free Maintenance Security, maintenance charges, the Vendee shall pay a Interest Free Security towards creation of a "SINKING FUND" as and when demanded by the Developer. The Security in form of such Sinking Fund, shall be utilized towards cost of replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Project or towards any unforeseen contingency occurring in future. However, on formation of the "Association of Residents" the balance fund available in this account shall be remitted to the Association as mutually agreed to.
- e) The actual maintenance charges shall be informed at the time of giving possession of the Unit when the maintenance agreement would compulsorily be executed by and between the Vendee and the Maintenance Agency in the standard agreement format as provided by the Developer / Maintenance Agency.

#### 10.2 HARYANA APARTMENT OWNERSHIP ACT, 1983

That the provisions of Haryana Apartment Ownership Act and Haryana Apartment Ownership rules (as amended) are applicable to the Building/Group Housing Complex. Upon compliance with terms and conditions of this agreement including payments of amounts contemplated in the agreement and specified in Schedule appended hereto, and after execution of sale deed, the purchaser shall be entitled to ownership and possession of area purchased by him/her/them in accordance with contents of declaration to be filed in compliance with Haryana Apartment Ownership Act as amended up to date and rules framed there under.

#### 10.3 Association of Owners

The Vendee agrees and undertakes that the Vendee shall become a member of any Association/

society of Vendee as may be formed by the Vendor/Developer on behalf of Vendee and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor/ Developer for this purpose as and when the association is formed. The Vendee hereby submits the relevant Application forms and other details annexed hereto as Annexure V, VI, VII and VIII.

10.4 That if the permission to receive and distribute bulk supply of electricity in the said Group Housing Complex is received by the Vendor/ Developer or its nominated Maintenance Agency, the Vendee herein agrees to abide by all the conditions of the sanction of Bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive Bulk supply and distribute the same is granted. The Vendee herein further agrees to enter into and execute a Power Supply Agreement and/or payable by the Agency to whom permission to receive Bulk supply and distribute the same is granted. The Vendee herein further agrees to enter into and execute a Power Supply Agreement and/or all or any other document as may be required for this purpose. The Said Power Supply Agreement shall inter-alia stipulate the terms and conditions of supply thereof, the rates or charges payable for the same. The Vendee further undertakes not to apply for a separate electricity connection with any other agency and gives in respect thereto an undertaking in the form annexed hereto as Annexure IX.

10.5 That the Vendor/ Developer may initially install equipments for Power back-up facility in the Group Housing Complex at no additional installation cost to the Vendee. It is however agreed and accepted by the Vendee herein that the said Power Back up facility shall be subject to regular payment of charges towards the said facility. An undertaking and affidavit with regard to the said Power Back-up facility, duly executed by the Vendee is annexed hereto as Annexure X to this Agreement, contents of which shall govern the terms of Power Back - up facility. Further it is agreed by the Vendee that the said Power back-up facility is an additional feature and the Vendee herein shall not claim any loss or damage, whether direct or consequential, from the Vendor/Developer in the event of default on part of the Maintenance Agency / Association of Owners / any other Company or body providing the same or continuing to provide the same. It is also agreed by the Vendee that in the event the Vendee requires any further power back up for its appliances / equipments, the Vendee at its own cost and expenses may install appropriate stabilizers / inverters / Uninterrupted Power Supply etc. within the Unit. It is agreed by the Vendee that the said power back up facility shall be usage based and the Vendee shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Vendee or the nominated maintenance agency in providing the same. That the Vendee herein agrees and accepts that the Vendee shall not claim any loss or damages, whether direct or consequential, from the Developer / Maintenance Agency in the event of surge, voltage fluctuations, varying frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / maintenance agency providing the same.

#### 11. **TRANSFER/ NOMINATION**

The Vendee agrees and undertakes that the Vendee shall not sell, transfer, assign or part with his/ her/ their right, title, or interest, in the said Unit or any portion thereof until all the dues payable to the Vendor/ Developer are fully paid and the Deed of Conveyance has been executed in his/ her/ their favour. Vendee is/ are, however entitled to get the name of his/ her/ their nominee(s) substituted in his/ her/ their place with the prior approval of the Vendor/ Developer who may at its sole discretion permit the same on such conditions as it may deem fit. The Vendee shall pay to

the Vendor/ Developer, transfer charges as applicable from time to time.

**12. USE OF TERRACES**

The Vendor/ Developer reserves the right to give on lease or hire or otherwise deal with any part of the top roof/ terraces above the top floor [except terraces forming a part of penthouse(s), if any] of the said Group Housing Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement purposes and the Vendee agrees that he/ she/ they shall not object to the same nor shall make any claims on this account.

**13. COMPLIANCE WITH RESPECT TO THE SAID UNIT**

- a) Except as provided in this Agreement, the Vendee shall use the said Unit only for the purposes of residential purpose and shall not carry on any of the prohibited activities. The Vendee shall not use the said Unit in a manner that may cause nuisance or annoyance to occupants of other Unit's in the said Tower/ said Group Housing Complex or for any illegal or immoral purpose or to do or cause anything to be done in or around the said Unit which tends to cause damage to any flooring or ceiling or services of any Unit over, below, adjacent to the said Unit or anywhere in the said Group Housing Complex in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Vendee hereby agrees/ indemnifies the Vendor/Developer against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible. If the Vendee uses or permits the use of the said Unit for any purpose in breach of this clause, then the Vendor/ Developer may send a notice to the Vendee to use the Unit as stated in this Agreement and rectify/ cure the defect within a period of two (2) days. In case the Vendee does not cure/rectify the defect, the Vendee shall be required to pay penalty/ damages @ Rs. 200/- (Rupees Two Hundred only) per square ft. of Super Area of the Unit, per day to the Vendor/ Developer till the default is not cured/ rectified. The Vendor/ Developer will also be entitled to disconnect the water and electricity connection of the defaulting Vendee in case the default is not cured by the Vendee within five (5) days. The Vendee also agrees and understands that the Vendor/ Developer shall have first charge/ lien on the said Unit in respect of any such non-payment of penalty/ damages as stated above.
- b) After taking possession of the Unit and/or after the expiry of thirty days as set out in Clause 8.2 above, whichever is earlier, the Vendee shall be solely responsible to maintain the said Unit at his/ her own cost, in a good repair and condition and shall not do or cause to be done anything in or to the said Group Housing Complex or the said Unit, 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 said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower or pertaining to the said Group Housing Complex.
- c) The Vendee 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 Tower or anywhere on the exterior of the Tower or common areas. Air conditioners/ coolers etc. shall be installed by the Vendee at places earmarked or approved by the Vendor/ Developer and nowhere else. The Vendee shall also not change the colour



scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Vendor/ Developer or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**14. COMPLIANCE OF LAWS, NOTIFICATIONS, HOUSE RULES ETC. BY VENDEE**

- a) The Vendee is entering into this Agreement for the allotment of the Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Unit/ Tower in general and the said Group Housing Complex in particular. That the Vendee hereby undertakes that he/ she/ they shall comply with and carry out, from time to time after he/ she/ they has/have taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required to be complied with by any Development Authority/ Municipal Authority/ Government or any other Competent Authority in respect of the said Unit/said Group Housing Complex and/or the said land on which the said Group Housing Complex is situated at his/ her/ their own cost and expenses and keep the Vendor/ Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- b) That the Vendee if residing outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999, RBI Act and Rules / Guidelines made/issued there under and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Vendee understands and agrees that in the event of any failure on his / her/their part to comply with the prevailing exchange control guidelines issued by the RBI he/she/they shall be liable for any action under the FEMA as amended from time to time. The Vendee shall keep the Vendor/ Developer, its Directors, Managers, employees, officers and representatives and its subsidiary, joint venture, associate and affiliate however connected with the construction, development, operation, maintenance and upkeep of the said Group Housing Complex fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Vendee subsequent to the signing of this Agreement it shall be sole responsibility of the Vendee to intimate the same in writing to the Vendor/ Developer immediately.
- c) The Vendee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 (or any modification thereof) including any actions taken or penalties imposed by the Competent Authority(ies). The Vendee further undertakes to indemnify and keep harmless the Vendor/ Developer, its Directors, Managers, employees, officers and representatives and its subsidiary, joint venture, associate and affiliate however connected with the construction and, development, of the said Group Housing Complex against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Vendor/Developer, its Directors, Managers, employees, officers and representatives and its subsidiary, joint venture, associate and affiliate however connected with the construction and development, of the said Group Housing Complex for stamp duty in respect of the Unit.

- d) The Vendee acknowledges and agrees to abide by and comply with the House Rules or such rules and notifications issued from time to time by the Vendor/Developer or the Maintenance Agency in the interests of the upkeep cleanliness, security, Unit, etiquettes and maintenance of the Group Housing Complex and in order to ensure that all other Vendee are able to utilise and enjoy the use and occupation of their respective Units'. Any non-compliance with any such rules and notifications would be an Event of Default under Clause 15.

**15. EVENTS OF DEFAULTS AND CONSEQUENCES**

It is specifically made clear to the Vendee that the Vendee shall perform and comply with all covenants and obligations required to be performed or complied with under this Agreement and any default, breach of covenants, or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein.

With a view to acquaint the Vendee, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure-I, accepted by the Vendee and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to non-interest bearing maintenance security, Sinking Fund as demanded by the Vendor/ Developer, any other charges, taxes etc. as may be notified by the Vendor/ Developer to the Vendee under the terms of this Agreement, default in the payment of instalments under the Schedule of Payments as given in Annexure I, interest on instalments by whatever name called and all other defaults of similar nature.
- b) Failure to perform and observe any or all of the Vendee obligations including those contained in Clause 15 herein as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related agreement(s).
- c) Failure to take over the Unit for occupation and use within the time stipulated by the Vendor/ Developer or failure to pay the Holding Charges as stated herein.
- d) Failure to appear or pay for the duty, charges, cost, expense, etc. of the conveyance deed within the time stipulated by the Vendor/ Developer or the relevant authorities.
- e) Failure to execute Maintenance Agreement and/ or to pay on or before its due date the maintenance charges, maintenance security, Sinking Fund or any increases in respect thereof, as demanded by the Vendor/ Developer and/ or its nominee and/ or other Body or Association of Owners.
- f) Failure, pursuant to a request by the Vendor/ Developer, to become a member of the Association of Vendee or to pay subscription charges etc. as may be required by the Vendor/ Developer or Association of Vendee, as the case may be.
- g) Assignment of this Agreement or any interest of the Vendee in this Agreement without prior written consent of the Vendor/ Developer or without payment of Transfer Charges or not executing documents as required by the Vendor/ Developer for transfer, as may be fixed by the Vendor/ Developer from time to time.
- h) Dishonour/stoppage of payment of any cheque(s) including post dated cheques given by Vendee for any reason whatsoever.
- i) Sale/transfer/disposal of/dealing with, in any manner, the allotted parking space independent of the Unit.
- j) Any other acts, deeds or things which the Vendee may commit, omit or fail to perform in

terms of this Agreement, any other undertaking, deed etc. or as demanded by the Vendor/ Developer which in the opinion of the Vendor/ Developer amounts to an event of default and the Vendee agrees and confirms that the decision of the Vendor/ Developer in this regard shall be final and binding on the Vendee.

- k) Any breach of any of the Vendee obligations and duties under the Maintenance Agreement and any House Rules as may be prescribed by the Association/ Developer / Maintenance Agency in respect of the use and occupation of the Unit.

Upon the occurrence of any of event(s) of default in respect of covenants and obligations under this Agreement or Maintenance Agreement, or any violation of house rules as may be prescribed the Developer may:

- i) **In case the possession has not been handed over to the Vendee:** The Vendor/ Developer may at its sole discretion decide, by notice to the Vendee to cancel/terminate this Agreement. If the Vendor/ Developer elects to cancel this Agreement, the Vendee shall have thirty (30) days from the date of issue of notice of cancellation by the Vendor/ Developer to cure/rectify the default as specified in that notice. Unless and until the Vendee rectifies the event of default, the Vendor/ Developer shall not be obliged to enter into conveyance deed and that the Vendee shall be liable to pay Holding Charges as provided herein this Agreement. The Vendee agrees that if the default is not cured/rectified within such thirty (30) days, this Agreement shall be automatically cancelled without any further notice and the Vendor/ Developer shall have the right to forfeit the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, Brokerage paid/committed, any other amount of a non-refundable nature.
- ii) **The Vendee agrees that upon such cancellation/termination of this Agreement,** the Vendor/ Developer will be released and discharged of all liabilities and obligations under this Agreement and the Vendee hereby authorises the Vendor/ Developer that the said Unit may be sold to any other party by the Vendor or dealt in any other manner as the Vendor may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Vendee for any of the proceeds of such sale. In the event of the Vendor electing to cancel this Agreement, the Vendor shall refund the amount received from the Vendee after deducting the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, brokerage paid/committed, any other amount of a non-refundable nature, but only after realising such refundable amount from further sale/ resale to any other party. It is clarified here that after the cancellation, the Vendee shall be left with no right, title, interest or lien over the said Unit and the allotted parking space, if any, in any manner whatsoever.
- iii) **In case the possession has been handed over to the Vendee:** The Vendor/ Developer may send a notice to the Vendee to cure/rectify the default as specified in that notice within a period of five (5) days. In case the default as stated in the notice is not cured/ rectified by the Vendee within five (5) days, the Vendee shall be required to pay penalty @ Rs. 200/- (Rupees Two Hundred Only) per square ft. of the Super Area of the Unit per day to the Vendor/ Developer till the default is not cured/rectified. The Vendor/ Developer/ Maintenance Agency will also be entitled to disconnect the electricity connection of the defaulting Vendee in case the default is not cured by the Vendee within 15 days. The Vendee also agrees

and understands that the Vendor/ Developer shall have first charge/ lien on the said Unit in respect of any such non-payment of penalty/damages as stated above.

The exercise of above remedies is without prejudice to the other rights of the Vendor/ Developer.

**16. ALTERATIONS OF UNSOLD UNIT/S**

The Vendor shall have right, without approval of any Vendee in the said Group Housing Complex to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Unit(s) within the said Group Housing Complex and the Vendee agrees not to raise objections or make any claims on this account.

**17. RIGHT OF THE VENDOR TO MAKE ADDITIONAL CONSTRUCTIONS**

The Vendee agrees and authorises that the Vendor shall have the right to make additions to or put up additional structures in/ upon the said Tower or anywhere in the Group Housing Complex/said land as may be permitted by the competent authorities and such additional structures shall be the sole property of the Vendor which the Vendor will be entitled to dispose off or otherwise deal with in any manner whatsoever it chooses without any interference on the part of the Vendee

The Vendee agrees that the Vendor, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage fittings on the additional structures. The Vendee further agrees and undertakes that he/ she shall after taking possession of the said Unit or at any time thereafter, not object to the Vendor constructing or continuing with the construction of the future phase(s)/other towers/building(s)/ blocks inside and/ or outside/ adjacent to the said land or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Vendor on the ground that the infrastructure required for the said Group Housing Complex is not yet complete. The Vendee hereby further agrees, confirms and undertakes that he/she/they shall not in any manner whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) commencing or continuing after the completion and/or the handing over of the Unit hereby allotted, is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the residents of Phase I of the project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment and living in the gated community or threat to the safety and security of the residents/ Units forming part of the Phase I and/or the Project. Any violation of this condition shall entitle the Vendor to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

**18. RIGHT OF VENDOR TO RAISE FINANCE**

Notwithstanding anything contained in the Application or this Allotment or the Buyers Agreement or in any other documents executed between the Parties herein, the Vendee agrees and confirms that the Vendor shall have the right and authority to raise finance, loans from any financial institution/ banks/ non-banking finance company/ debenture trustee in relation to the Group Housing Complex, and/or the Residential Unit (s) and further, that for the purposes of such loans, the Vendor shall be entitled to encumber the Project or part thereof together with all residential apartments therein, including inter alia by way of creation of mortgages, charges, liens, securitisation of receivables / development rights (including without limitation the right to

further assign such rights). Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created, the Unit shall be delivered (Subject to other terms of the Allotment/Agreement) to the Vendee free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed, subject to payment of entire consideration for such Unit. All amounts payable by the Vendee for such Unit shall be deposited solely in the Escrow Account "VIPUL LIMITED", Subject to the undertaking above, such financial institution/ bank /non-banking finance company/ debenture trustee shall always have the first charge on the said Units / development rights, for all the dues of the Vendee.

**19. AGREEMENT SUBORDINATE TO MORTGAGE BY THE VENDOR**

The Vendee agrees that no lien or encumbrance shall arise against the said Unit as a result of this Agreement or any money deposited hereunder by the Vendee. In furtherance and not in limitation of the provisions of the preceding sentence the Vendee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Vendor and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Unit or excuse the Vendee from completing the payment of the price of the said Unit or performing all the Vendee's other obligations hereunder or be the basis of any claim against or liability of the Vendor provided that at the time of the execution of the conveyance deed the said Unit shall be free and clear of all encumbrances, lien and charges whatsoever.

**20. VENDOR CHARGE ON THE SAID UNIT**

The Vendee agrees that the Vendor shall have the first charge on the said Unit for the recovery of all its dues payable by the Vendee under this Agreement and such other payments as may be demanded by the Vendor from time to time. Further the Vendee agrees that in the event of his/ her/their failure to pay such dues as afore stated, the Vendor will be entitled to enforce the charge by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

**21. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY**

The Vendee may obtain finance from any financial institution/bank or any other source but the Vendee's obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on his/ her/their ability or competency to obtain such financing and the Vendee will remain bound under this Agreement whether or not he/ she/ they has/have been able to obtain financing for the purchase of the said Unit.

**22. BINDING EFFECT**

Forwarding this Agreement to the Vendee by the Vendor does not create a binding obligation on the part of the Vendor or the Vendee until (i) firstly, the Vendee signs, executes and delivers this Agreement with all the Annexures along with the payment due as stipulated in the Schedule of Payments in Annexure I within thirty (30) days from the date of dispatch by the Vendor and (ii) secondly a copy of this Agreement executed by the Vendor is delivered to the Vendee within thirty (30) days from the date of receipt of this Agreement by the Vendor from the Vendee

If the Vendee fails to execute and deliver to the Vendor this Agreement within thirty (30) days from the date of its despatch by the Vendor, then the application/provisional allotment of the

Vendee shall be rendered and treated as cancelled and the Earnest Money paid by the Vendee shall stand forfeited. If the counterpart of this Agreement is not executed by the Vendor and dispatched to the Vendee within thirty (30) days from the date of its receipt from the Vendee, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Vendee in connection therewith shall be returned to the Vendee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any rights, obligations, claims or liabilities hereunder against the other.

**23. AGREEMENT NOT ASSIGNABLE**

This Agreement or any interest of Vendee in this Agreement shall not be assigned by the Vendee without prior written consent of the Vendor which consent may be given or denied by the Vendor in its sole discretion and shall be subject to applicable laws and notifications or any government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Vendor may impose. The Vendee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Vendor shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Vendee in violation of this Agreement shall be a default on the part of Vendee entitling the Vendor to cancel this Agreement and to avail of remedies as set forth in clause 15 of this Agreement.

**24. ENTIRE AGREEMENT**

This Agreement along with the preamble, recitals and all its annexures is the only Agreement touching upon the purchase of the said Unit by the Vendee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the parties. For the sake of clarity, it is agreed by the Parties that this Agreement along with its preamble, recital, annexures and the terms and conditions contained in the application and allotment letter constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The terms and conditions of the application and allotment letter shall continue to prevail and be binding on the Vendee, save and except in case where the terms and conditions of the application and allotment letter which are at variance with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail and shall supersede the terms and conditions contained in the application and/or the allotment letter. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement signed between the Parties.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/SUBSEQUENT PURCHASERS**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit / Tower/ Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, Licences and/or subsequent purchasers/ assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.

**26. WAIVER NOT A LIMITATION TO ENFORCE**

Failure on the part of the Vendor 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.

27. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. **FORCE MAJEURE**

The Vendor shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Vendor, in which case the Vendor shall be entitled for extension of such time during which such Force Majeure continues, for the purpose of offer of possession of the Unit under Clause 8.

29. **INDEMNIFICATION**

The Vendee hereby covenants with the Vendor to pay from time to time and at all times the amounts which the Vendee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Vendor/ Developer, its Directors, Managers, employees, officers and representatives and its subsidiary, joint venture, associate and affiliate however connected with the construction, development, operation, maintenance and upkeep of the said Group Housing Complex indemnified and harmless against any loss or damages that the Vendor/ Developer, its Directors, Managers, employees, officers and representatives and its subsidiary, joint venture, associate and affiliate however connected with the construction, development, operation, maintenance and upkeep of the said Group Housing Complex may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

30. **COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed and the Vendor shall retain the first and send the second executed copy to the Vendee for his/ her reference and record.

31. **PLACE OF EXECUTION**

The execution of this Agreement will be complete only upon its execution by the Vendor through its Authorised Signatory at the Vendor's office after the copies duly executed by the Vendee are received by the Vendor. Hence this Agreement shall be deemed to have been executed at Gurgaon, Haryana even if the Vendee may have executed this Agreement at any place(s) other than Gurgaon, Haryana.

32. **NOTICES**

That all notices to be served on the Vendee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Vendee or the Vendor by Registered/ Speed Post A.D at their respective addresses specified below:

**Developer:** Vipul Limited, Vipul Tech-Square, Sector-43, Golf Course Road,  
Gurgaon-122 009 (Haryana)

**Vendee:**  
Shri/Smt. ....  
Resident of .....  
.....  
.....

It shall be the duty of the Vendee to inform the Vendor of any change subsequent to the execution of this Agreement in the above address by Registered/ Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendee.

**33. JOINT PURCHASERS**

That in case there are Joint Vendee all communications shall generally be sent by the Vendor to the Vendee whose name appears first and at the address given by him/her, however sending of any communication to either of the Vendee shall for all purposes be considered as served on all the Vendee.

**34. RIGHT TO JOIN AS AFFECTED PARTY**

The Vendor shall have a right to join as an affected party in any suit/complained filed before any appropriate court by the Vendee If Vendor's right under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Vendee agrees and undertakes to keep the Vendor fully informed at all the times in this regard.

**35. APPLICABLE LAWS AND JURISDICTION**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Courts, tribunals, forums, etc. at Gurgaon alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement.

**36. ARBITRATION**

All or any dispute arising out of or touching upon or in relation to the terms of this agreement or its termination, including the interpretation and validity 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 Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration shall be conducted by a Sole Arbitrator appointed by the Company Secretary of the Developer i.e. M/s Vipul Limited under Arbitration and Conciliation Act 1996. The Vendee hereby confirms that he/she/they shall have no objection to this appointment. The arbitration proceedings shall be conducted in English and the venue of arbitration shall be Gurgaon regardless of the place of execution of the Allotment Letter and/or this Agreement and/or Maintenance Agreement and/or any other papers/ documents in respect of the Unit. The reasoned decision of the arbitral tribunal constituted in accordance with the provisions of this clause shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.

Headings to the Clauses and Articles of this Agreement are for convenience of reference only and



shall not affect the construction or interpretation of the provisions of this Agreement.

Words importing the singular shall embrace the plural and words importing one gender shall embrace the order gender and vice-versa respectively.

Each of the annexure hereto form part of this Agreement and are expressly incorporated herein.

**IN WITNESS WHEREOF** the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year first above mentioned:

SOLE / FIRST Signed and Delivered by the within named Vendor, **M/s Vipul Ltd.** and **M/s Moon Apartments Pvt. Ltd.** at Gurgaon in the presence of witnesses:

On behalf of M/s Vipul Ltd.	On behalf of M/s Moon Apartments Pvt. Ltd.
Signature	Signature
Name:	Name:
WITNESS:	
Signature:	
Name:	
Address	

Signed and Delivered by the within named Vendee in the presence of witnesses:

Signature (of the first /Sole Vendee):	Signature (of the Joint-Vendee/s):
Name:	Name:
WITNESS:	
Signature:	
Name:	
Address	

SCHEDULE OF PAYMENTS

### DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Sale Price in respect of the said Unit shall be the sum of unit area of the said Unit and its pro-rata share of common areas in the entire said Building / Tower and the Complex as applicable.

Whereas the unit Area of the said Unit shall mean entire area enclosed by its periphery walls including area under the walls, columns, balconies, cupboards, etc. and half the area of common walls with other premises/Units, which form integral part of the said Unit. Common Areas shall mean all such parts/areas in the entire Building/Tower which the vendee shall use by sharing with other occupants of the said Building/Tower and the Complex as applicable that include utility and common corridors, passage, lobbies, stairs, munties, lifts/lift walls, shafts, lift shafts, electrical shafts, fire shafts, plumbing shafts, boundary walls, other common walls, roads & paths, overhead tanks/underground tanks, Sewerage Treatment Plants, driver's/common toilet/s, security/guard rooms, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric sub-station, maintenance offices/stores, fire control rooms, generator room, garbage room, gas bank, entrance and exits of building, architectural features, if provided, and security/fire control rooms, greenery and green spaces.

In case of Unit is provided with exclusive open terraces, the calculation of Super Area shall be dealt with separately. Vendee however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Unit does not include the following:

- a) All recreational facilities, developments, fit outs, fitting & fixtures and activities at and/or under the "SKY HUB" and "Aarohan RETREAT". "The Facilities" and the Other Areas.
- b) Sites for shops and Nursery School.
- c) Commercial areas both vacant and constructed
- d) Roof/Top terrace above Unit.
- e) Gardens, undeveloped other vacant land within the said Group Housing Complex.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Sale Price in respect of said Unit only and the inclusion of common area within the said Building/Tower and the Complex as applicable for the purpose of calculating Super Area does not give any right, title or interest in common areas to Vendee and/or the other occupants/vendee(s)/ Association in the said Building/Tower and/or the Complex.

**TYPICAL FLOOR PLAN OF THE UNIT**

**SPECIFICATIONS**

NOTE: The specifications/images/information contained herein are subject to change as may be requested by the authorities/Vendor's discretion and cannot form part of any offer or contract.

## ANNEXURE IV

DECLARATION

I / We \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ do hereby declare that we are the Vendee / Owner(s) of Unit No. \_\_\_\_\_ in Tower \_\_\_\_\_, in Group Housing Complex called "Aarohan Residences", Sector-53 at Villages Haiderpur Viran and Wazriabad, Gurgaon, Haryana and that we shall abide by provisions of the applicable Apartment Ownership Act and the Rules made there under and the Bye-laws of the Association. We further undertake to comply with the decisions of the Apartment Owners' Association taken by it from time to time. We also undertake to pay monthly subscription / common expenses or other fund or deposit in accordance with the decisions of the General Body / Board of Managers of the Association.

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

(in Block Letters )

Date \_\_\_\_\_

Place \_\_\_\_\_

## ANNEXURE VI

### APPLICATION FOR MEMBERSHIP OF ASSOCIATION ( to be filled by the Purchaser)

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

The Secretary,

Sir,

I have entered into an agreement with Vendor (M/s Vipul Ltd. And M/s Moon Apartments Pvt. Ltd.) to purchase a Unit bearing unit No. \_\_\_\_\_, in Tower \_\_\_\_\_ forming part of Group Housing Complex known as "Aarohan Residences", Sector-53 at Villages Haiderpur Viran and Wazriabad, Gurgaon, Haryana . Please enrol me as a member of the ' \_\_\_\_\_ ' and I herewith remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards entrance fee of the \_\_\_\_\_) towards entrance fee of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of the \_\_\_\_\_

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

Thanking you,

Yours faithfully,

( \_\_\_\_\_ )

Vendee /Member

Date:



## ANNEXURE VII

M/s Vipul Limited,  
Vipul Tech Square,  
Golf Course Road,  
Sector – 43,  
Gurgaon, 122009

Subject :- FORMATION OF ASSOCIATION OF OWNERS OF “AAROHAN RESIDENCES”, SECTOR-53 AT VILLAGES HAIDERPUR VIRAN AND WAZRIABAD, GURGAON, HARYANA.

Dear Sir,

Enclosed herewith is a duly filed Membership Form and Declaration for enrolment as Member of “Aarohan Residences”, Sector-53 at Villages Haiderpur Viran and Wazriabad, Gurgaon, Haryana

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

Thanking you,

Yours faithfully,

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Enc.As above

Date:

**ANNEXURE VIII**

**“AAROHAN RESIDENCES” OWNERS ASSOCIATION”**

Unit No. \_\_\_\_\_

Tower \_\_\_\_\_

“Aarohan Residences ”,  
Sector-53, Villages Haiderpur Viran  
and Wazriabad, Gurgaon, Haryana

**MEMBERSHIP**

Details of Property Tower No. \_\_\_\_\_ Unit No. \_\_\_\_\_ Unit Area \_\_\_\_\_ To,

Details of Vendee / Owner

- 1. Name of Vendee / Owner \_\_\_\_\_
- 2. Son/Daughter/Wife of \_\_\_\_\_
- 3. Resident of \_\_\_\_\_
- 4. Permanent Address \_\_\_\_\_
- 5. Office Address \_\_\_\_\_
- 6. Telephone:
  - a) Resident \_\_\_\_\_
  - b) Office \_\_\_\_\_
  - c) Mobile \_\_\_\_\_
- 7. Email- ID \_\_\_\_\_

**PARTICULARS OF TENANT, IF ANY.**

- 1. Name \_\_\_\_\_
- 2. Son/Daughter/Wife of \_\_\_\_\_
- 3. Resident of: \_\_\_\_\_
- 4. Office Address: \_\_\_\_\_

- a. Residence \_\_\_\_\_
- b. Office \_\_\_\_\_
- c. Mobile \_\_\_\_\_

\_\_\_\_\_  
Vendee

## ANNEXURE IX

### UNDERTAKING

I, \_\_\_\_\_ s/d/w/o Shri \_\_\_\_\_ resident  
of \_\_\_\_\_

\_\_\_\_\_ have been allotted Unit bearing unit No. \_\_\_\_\_ in "Aarohan Residences", Sector-53 at Villages Haiderpur Viran and Wazriabad, Gurgaon, Haryana, I am aware that the Vendor, M/s Vipul Limited and M/s Moon Apartments Pvt. Ltd. along with its associate / subsidiary companies shall itself or its any other associate / subsidiary/ affiliate company or through any other vendor (hereinafter Distribution Company) may be applying for permission to receive bulk electric supply and distribute it to the various units/components, etc. in the residential Group Housing Complex known as "Aarohan Residences" That such Distribution Company shall be responsible for receiving and supplying the electricity supply in the said Group Housing Complex, for sanctioning of electricity load, for installation of meters, billing, recovery etc. I hereby agree to receive the electricity supply from such Distribution Company and I undertake that in the event of such arrangement, I shall not apply to the concerned State Electricity Board / Distribution Company or any other distributing / regulating/ licensing agency / authority for direct, individual supply of electric power and I understand that I shall not be entitled to such direct connection in view of the release of bulk electric supply to the said Group Housing Complex.

Vendee

**AFFIDAVIT**

I/We \_\_\_\_\_ acting thorough \_\_\_\_\_  
S/D/W/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ presently at \_\_\_\_\_,

do hereby affirm and declare as under:-

1. That I / We have purchased an Unit bearing No. \_\_\_\_\_ "Aarohan Residences", Sector-53 at Villages Haiderpur Viran and Wazriabad, Gurgaon, Haryana having a Super Area of \_\_\_\_\_sq. fts. (\_\_\_\_\_sq. mts.)  
(hereinafter referred to as the "Unit") from Vendor i.e. M/s Vipul Limited and M/s Moon Apartments Pvt. Ltd.  
(herein this Affidavit M/s Vipul Limited has been referred to as the 'Developer') common area maintenance of which building comprising the Unit shall be the nominated Maintenance Agency or any other Company or entity as may be appointed / nominated by the Developer ( hereinafter referred to as the ' Maintenance Agency').
2. That the Developers have conveyed that they may install requisite equipments in order to make available power backup in the complex (hereafter referred to as the "Group Housing Complex") of which the Unit is a part.
3. That I / We hereby agree to avail Power Backup services at the Unit.
4. That I/We do hereby affirm and declare that I/We shall use the Power backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer and/or the Maintenance Agency from time to time.
5. That I/We do hereby agree, affirm and declare that I shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis that may be installed by the Developer / Maintenance Agency.
6. That I/We hereby agree and affirm that I / We shall be billed by the Developer/ nominated Maintenance Agency based on meter reading and that I / We undertake to pay the same within 7 days of receipt of the said bill.
7. That I/We agree that in the event the Developer/ Maintenance Agency installs a separate electricity meter or a dual meter for such purpose, I/we shall have no objection to the same.
8. That I/We understand that in the event a separate electric meter or dual meter is installed by the Developers / nominated Maintenance Agency, the cost of such installation / repairs / replacement shall be borne by me / us in addition to the other amounts paid by me.
9. That I/We hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Developer / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I/We shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I/we agree that the cost of reconnection shall be borne by me / us.

10. That I / We shall pay all the aforesaid charges billed to me / us and I/We shall not hold or delay the payment of bill of any difference / dispute as to the accuracy or otherwise. I / We further agree and affirm that in the event of any difference / dispute, I / We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
11. That I / We shall be solely responsible for any accident, injury, damage to the building, mishap etc. and shall not hold the Developer / Maintenance Agency responsible towards all installations including but not limited to electrical wiring inside & shall indemnify & keep harmless the Developer / Agency for the same.
12. That in the event the Unit or any superstructure thereon is leased / licensed to any other person or entity, I shall indemnify the Developer / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid Power Back up services and any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
13. That I/We agree that in case of non-use of Power Backup services for a period of one month or more, I /We shall pay the minimum chargers per KWH of my connected load as per the Circular / Guidelines issued by the Developer / Maintenance Agency from time to time provided prior intimation thereof has been given to the Developer / Maintenance Agency Company.
14. That I agree and affirm that I shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Developers / Maintenance Agency against non-compliance of the same on my /our part.

DEPONENT

Verification:

Verified on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ that the contents of paras 1 to 14 of the accompanying affidavit are true and correct to my knowledge and that nothing material has been concealed there from.

DEPONENT

## ENDORSEMENT

## ENDORSEMENT

## ENDORSEMENT



## ENDORSEMENT



Building Happiness



Project owned by: Vipul Limited and Moon Apartments Pvt. Ltd.  
Developed & Marketed by: Vipul Limited, Vipul TechSquare,  
Golf Course Road, Sector-43, Gurgaon-122 009  
website: [www.vipulaarohan.in](http://www.vipulaarohan.in)