

	hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence s, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.		
20	RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties	12.9	AMENDMENTS No change or modification or amendment of this Agreement is valid unless the same shall be in writing and signed by all the Parties.
21	PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein	10.1 10.2	The Allottee shall not without the prior written consent of the Promoter or Body Corporate (as the case may be) sell, transfer, assign or create any third party rights in the Unit and Car Parking Space. The Promoter shall permit the Allottee to transfer, sell, assign or create third party rights in the Unit and Car Parking Space, provided the transferee of the Allottee covenants to make all the payments due by the Allottee under this Agreement and adhere to the terms of this Agreement and subject to the Allottee paying the stipulated transfer fees as fixed by the Promoter to the Promoter prior to any such transfer. The Allottee shall also ensure that the proposed transferee shall sign and execute a deed of adherence in a format acceptable by the Promoter and any other documents as may be required by the Promoter, stating his/her/their/its willingness to abide by the terms and conditions of this Agreement and any other terms and conditions



	and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.		in the future.
22	SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far	12.10	Severability If any provision of this Agreement will be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction will not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction will not be affected. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted. Provided that in the event such statute, regulation, court order or other action frustrates the economic assumptions of this Agreement or renders performance impossible, the Party affected thereby shall have the right to terminate this Agreement with no recourse of right to the claim of any amounts that may have been spent until then.



	as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.		
23	METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the	8.7.1 8.7.2	To pay to the Promoter and as directed by the Promoter, within 7 (seven) days, the Allottee's proportionate share of the deposit/s, charges, dues etc. if any, demanded by the Promoter, the Apex Body, the Body Corporate and/or the Ensaara Metropark Management Company and/or the Appropriate Authorities including but not limited to maintenance and management charges of sewerage treatment plan, garbage disposal system and such other facilities that the Promoter may be required to install, operate and maintain under the guidelines prescribed by the statutory authorities and/or charges for providing water, drainage, electricity, telephone, gas or any other service/utility connection to the Unit, and/or the Project and shall also bear and pay all charges for use thereof. To bear and pay proportionately or otherwise, as may be required, all rents, rates, Taxes, cesses, assessments, water charges, insurance premium and other levies, if any, which are imposed by or payable to the Promoter and/or the Apex body and/or the Body Corporate and/or the Appropriate Authorities (as the case may be) and any increase thereto from time to time.



	same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.		
24	FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any	12.1 1	FURTHER ASSURANCES Each Party must use its best efforts to do all things necessary or desirable to give full effect to this Agreement.



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	such transaction.		
27	It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.	12.1.3	...Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior written notice.
29	Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.	12.1.4.1	The Allottee alone shall pay the entire stamp duty and registration fees/charges payable on and in respect of this Agreement and all incidental/related deeds, documents, instruments and writings, if any, including on the Definitive Agreements, if any as per the prevailing law.
		2.5	The Allottee acknowledges and confirms that the other units forming part of the Project, the other projects/building/s on the Layout Land and the Balance Projects and/or the plans, layout plans, approvals etc. in respect thereof being implemented or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement or interest of Allottee in respect thereof. The



		2.6	Allottee acknowledges and confirms that the Project Plan may be replaced with a Proposed Project Plan that increase the numbers of the floors in the building from G+7 to upto G+12 floors (with corresponding changes to type/number of parking, common areas etc as required) to and unconditionally consents to the same and undertakes to execute all documentation to give effect to the same The Promoter shall be entitled in its sole discretion as it deems to fit to allocate and distribute all vehicle parking spaces in respect of the Project.
		3.1.5	In compliance with the rules and regulations of the Income Tax authorities, the Allottee shall make all payments towards Consideration or part thereof, after deducting TDS at the rate of 1% (one percent) (or at any other rate as may be prescribed under Applicable Laws) on such amounts, if applicable. Along with such payment, the Allottee shall also be required to submit to the Promoter the requisite challan as well as Form 16 B (presently evidencing payment of TDS to the Government) as per Income Tax Act, 1961, duly executed by the Allottee in that regard.
		3.1.6	
		3.1.7	It is hereby specifically agreed that any payment of the Consideration or part thereof made by the Allottee but is not accompanied with the challan and Form 16B shall be deemed to be a failure to pay and the provisions of Clause 3.4 hereinbelow shall apply.
		3.1.9	It is hereby further agreed that if Promoter desires so, the Allottee shall authorize the Promoter in writing (by executing such documents as may be necessary), to collect the amount of TDS which the Allottee is liable to deduct and deposit the same with the Appropriate Authorities. The Promoter shall provide Allottee with such documentary proof of deposit, in due course. The Allottee confirms that he/she/they/it has/have voluntarily and willingly paid the booking amounts and other instalments of the Consideration to the Promoter on or prior to the execution of this Agreement.



		3.3.1	The Allottee shall be liable to pay to the Promoter or the Body Corporate (as the case may be) the Project Maintenance Charge as shall be decided and/or specified in Annexure A hereto, being the charges for a period of 1 (one) year and, thereafter the same shall be paid quarterly in advance to the Promoter or the Body Corporate (as the case may be) or as may be varied from time to time. The Promoter or the Body Corporate (as the case may be) shall 1 (one)
		3.3.2	month prior to the expiry of the preceding quarter raise bills for the same or as may be varied from time to time.
		3.3.3	Upon the Allottee receiving the Notice of Possession and prior to taking the Possession of the unit , the Allottee shall pay to the Promoter and or the Apex Body(as the case may be) the Ensaara Metropark Maintenance Charge as specified in Annexure A, being the charges for a period of 1 (one) year and, thereafter, the Allottee shall be liable to pay the Ensaara Metropark Maintenance Charge quarterly in advance to the Promoter or the Apex Body, (as the case may be)as may be varied and notified to the Allottee from time to time. The Promoter and/or the Apex Body (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same as may be varied from time to time
		3.3.4	If in the event the Promoter is responsible for collecting the Project Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Promoter shall before transferring over such Project Maintenance Charge to the Body Corporate, appropriate the shortfall from and out of the Charges and Deposits collected and/or Building Sinking Fund, and shall recover the same along with interest due (if any) from the Allottee.
		3.3.5	If the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge, which is charged on a provisional basis, is insufficient to manage and maintain the Project and/or Ensaara Metropark then in that event the Body Corporate and/or Apex Body,

3.3.6	as the case may be, shall have the right to increase the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge from time to time and the Allottee shall without any protest pay its proportionate share of such increase.
3.3.7	The Allottee agrees to pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof. Any delay in payment of either the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a from the date the said amount becoming due and payable by the Allottee, till the date of realization such amount. If the Allottee does not pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of more than 2 (two) quarters consecutively then in that event the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Unit, Project and/or Ensaara Metropark. However, the liability to pay Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services. In the event any of the utility providers are unable to provide any of its services in respect of the Unit Amenities and Facilities or Ensaara Metropark Amenities and Facilities, then in that event the Promoter, Body Corporate and/or Apex Body as the case may be, shall not be liable or responsible to provide the same.



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		3.4.1	...It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter, Body Corporate or Apex Body, as the case may be, interest on the amount of the instalment/s and/or other amounts from their respective due dates till payment and/or realization.
		3.4.4	The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations framed there under ("Foreign Exchange Laws") or any statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of



remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the Foreign Exchange Laws or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any actions under the Foreign Exchange Laws or other laws as applicable, as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Foreign Exchange Laws or any other Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

3.4.5

The Allottee shall be completely responsible for any notices or actions taken by any of the authorities due to non-compliances of the Foreign Exchange Laws by the Allottee and the Promoter shall not be in any case responsible for the same.



		5.1.1	For the purposes of management and maintenance of the Project, the Promoter shall at the appropriate time as per Applicable Law, form and register a Body Corporate comprising of all the unit allottees of the Project including the Allottee and upon such Body Corporate being constituted the internal management, maintenance and security of the Project shall be the sole responsibility of the Body Corporate.
		5.1.2	
		5.1.3	The Promoter or the Body Corporate either directly or by appointing a professional management company, shall be in charge of the maintenance, management and upkeep of the Project and all its limited common areas, amenities and facilities. The Project Maintenance Charge shall be paid by the Allottee to the Promoter or the Body Corporate (as the case may be) in accordance with Clause 3.
		5.2.1	The Allottee understands that as per the Township Regulations, the Promoter is responsible for the overall management and maintenance of Ensaara Metropark until an urban local body/Apex Body is constituted for the Ensaara Metropark by the Appropriate Authorities and accordingly Ensaara Metropark shall be managed and maintained by the Promoter directly or indirectly by the Apex Body/Ensaara Metropark Management Company. The Allottee hereby agrees and gives consent to the appointment of the Ensaara
		5.2.2	Metropark Management Company by the Promoter for purposes of management and maintenance of Ensaara Metropark. The Promoter, Apex Body and/or the Ensaara Metropark Management Company shall be in charge of the maintenance, management and upkeep of the sewerage treatment plant, garbage disposal system, roads, street lights, landscapes, parks,



		5.2.3	security, housekeeping, that the Promoter may be required to install, build, operate and maintain under the guidelines prescribed under the Township Regulations and/or any other statute rules and regulations as may be framed by the appropriate authorities and for such annual fees, which fees shall be a minimum of 20%(twenty percent)(and escalation thereto) over and above the actual annual expenses that may be incurred by the Ensaara Metropark Management Company. The said fees shall be paid to the enssaara Metropark Management company on a quarterly basis. It is hereby expressly clarified, agreed and understood that until the formation and constitution of the urban local body as per the Township Regulations or if informed by the Promoter on part/all denotification from Township Regulations, the Promoter and/or the Ensaara Metropark Management Company shall be entitled to exercise their rights under this Agreement, notwithstanding the formation of the Apex Body. The Allottee is deemed to have given consent for confirming such agreement or contract that has been/may be entered into by the Promoter with the Ensaara Metropark Management Company for the effectual management and maintenance of Ensaara Metropark. In the event of any act, deed, matter or thing committed or omitted to be done by the Ensaara Metropark Management Company in due course of such maintenance, management, control and regulation of Ensaara Metropark, only the Ensaara Metropark Management Company shall be held accountable, liable or responsible in any manner whatsoever to the Allottee, the Apex Body and/or the Body Corporate.
		7.1	Formation of Body Corporate The Promoter shall enable the formation of the Body Corporate within a period of three months of the majority of allottees having booked their unit in the Project.
		7.2	In accordance with the applicable laws, the Promoter shall within (3 months) from the date of issuance of the occupancy certificate in respect of the Project, transfer and/or cause to be transferred in favour of the Body Corporate, the Project by executing the necessary documents in favour of the Body Corporate; it being agreed that any such transfer to the Body Corporate shall always be subject to th Promoter's right to recover any amounts unpaid together with interest accrued



			thereon, by any of the allottees in the Project and the Promoter, s right to sell and transfer any of the units remaining unsold at the time of the aforesaid transfer to the Body Corporate. Irrespective of any such transfer, the Promoter shall not be liable to pay any Project Maintenance Charge in respect of any unsold units in the project.
		7.3	In accordance with the applicable laws, the Promoter shall within a period of three (3) months from the date of issuance of the occupancy certificate in respect of the last building constructed on the Ensaara Property, transfer and/or cause to be transferred in favour of the Apex Body/ The Ensaara Property(including the Project land) and the Ensaara Metropark Amenities and the facilities subject to receipt of the full consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property. It being agreed that any such transfer to the Apex Body shall always be subject to the Promoter/s right to recover any amount unpaid together with interest accrued thereon, by any of the Allottees in the Ensaara Metropark irrespective of any such transfer, the Promoter shall not be liable to pay any Ensaara Metropark Charge in respect of any unsold units in the Project.
		7.4	At the time of registration of conveyance or lease of the Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Body Corporate, on such conveyance or lease or any document or instrument of transfer in respect of the Project.
		11.1	Right of the Promoter to terminate
		11.1.1	Without prejudice to what is stated hereinabove, in the event of (i) 3 (three) defaults by the Allottee in payment of any of the amounts as stated in this Agreement and/or (ii) in executing documents in respect of incorporating the Body Corporate and other ancillary documents as maybe required from time to time, the Promoter shall provide a Rectification Notice of 15 (fifteen) days to the Allottee.
		11.1.2	If in the event the Allottee, within the Rectification Period fails and/or neglects to rectify the aforesaid delay/default, then the Promoter shall at its sole option cancel/terminate this Agreement by sending a written notice of termination to the Allottee.
		11.2	Right of Allottee to terminate
			Subject to Force Majeure, if the Promoter fails to give possession of



			the Unit to the Allottee on or before the Possession Date, the Allottee shall at its discretion, have an option to terminate this Agreement, then the consequences as stated in Clause 11.3.2 shall follow.
		11.3.3	It is also clarified that any amount paid by the Allottee which has been utilised towards payment of indirect tax to the Appropriate Authorities, shall not be refunded unless (and till such time) the Promoter receives credit for the same from the Appropriate Authorities.
		11.3.4	The Allottee acknowledges and understands that the said amounts as stated in Clauses 11.3.1 and 11.3.2 hereinabove, shall be paid by the Promoter to the Allottee within the Refund Period only against the Allottee executing and registering a deed/agreement of cancellation in respect of this Agreement, with the concerned office of the sub-registrar of assurances, within the time period as stated by the Promoter in its notice addressed to the Allottee in that regard. The Allottee further acknowledges that in the event the Allottee fails and/or neglects to execute and register such deed/agreement of
		11.3.5	cancellation in respect of this Agreement, the Allottee shall be liable to pay interest on the refund amount till such time the Allottee executes and registers the deed/agreement of cancellation.
			On termination of this Agreement by the any Party in accordance with the provision of this Clause 11, the allotment/sale of the Unit shall stand cancelled immediately. The Allottee shall have no right whatsoever in respect of the Unit save and except a limited right to receive the amount as stated in Clauses 11.3.1 and 11.3.2 hereinabove, as the case maybe. Upon the refund of the amounts as contemplated in Clause 11 herein, the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and shall deal with the Unit as it may deem fit.
		12.5	Waiver Any delay, tolerance or indulgence shown by the Promoter in



			enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter, shall not be treated / construed as a waiver on the part of the Promoter of any subsequent breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoter. Any waiver given by the Promoter shall be in writing.
		12.1 5	Adherence by the Allottees The Allottee/s are aware and understand that the Promoter has entered into this transaction and has agreed to transfer the Unit to the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Allottee to be observed, performed, fulfilled and complied with and, therefore, the Allottee hereby agree/s, undertake and covenant to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.
		12.1 6	Counterparts This Agreement may be executed in any number of counterparts, which will together constitute one Agreement.

Thanking You,



Promoter

For Luxora Infrastructure Private Limited

