

APARTMENT BUYER'S AGREEMENT

**Ireo Gurgaon Hills
GURGAON**

**Gurgaon-Faridabad Road, Gurgaon, Haryana
India**

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Ireo Gurgaon Hills Gurgaon

Please read the following conditions carefully:

It is specifically clarified to the Allottee(s) that the proposal for sale of the said Apartment in Ireo Gurgaon Hills is subject to the unique set of conditions set out in this Agreement. By signing this Agreement, the Allottee(s) would be deemed to have read over, understood and accepted this Agreement in its entirety.

The Company shall be entitled to reject and refuse to execute any Agreement wherein the Allottee(s) has made any corrections/cancellations/alterations/modifications etc., to this Agreement.

Additional conditions for execution of the Agreement:

- 1) Kindly sign along with joint Allottee(s), if any, at all places marked for this purpose on each page in this Agreement, including all annexures.
- 2) Kindly paste your coloured passport size photograph at the space provided including that of joint Allottee(s) and sign across the photographs.
- 3) All the three signed copies of this Agreement with all the annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery within the time stipulated in the Allotment Offer Letter.

**Ireo Gurgaon Hills
Gurgaon**

APARTMENT BUYER'S AGREEMENT

**Paste Passport Size
Photograph and sign
Across its face.**

Allottee No.1

**Paste Passport Size
Photograph and sign
Across its face.**

Allottee No.2

**Paste Passport Size
Photograph and sign
Across its face.**

Allottee No.3

THIS APARTMENT BUYER'S AGREEMENT ("Agreement") is made and executed on this the _____ day of _____, 20__ at Gurgaon, Haryana, India;

AMONGST

Ireo Private Limited, a company incorporated under the Companies Act 1956, having its Registered Office at A-11, First Floor, Neeti Bagh, New Delhi-110049 and Corporate Office at Ireo Campus, Sector-59, Gurgaon-122011, Haryana (India) through its authorized signatory, (hereinafter referred to as the "**Company**") which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the **FIRST PART**;

AND

1. **Shri/Smt./Ms.** _____
Son/Wife/ Daughter of _____
Resident of _____
Nationality/Citizen of _____.

OR

M/s. _____, a company incorporated under the Companies Act, 1956 having its Registered Office at _____, and having corporate identification No. _____ acting through its authorized signatory/director Mr./Ms. _____, duly authorized vide a Board Resolution/Power of Attorney dated _____;*

OR

M/s. _____, a partnership firm/sole proprietorship firm/HUF/limited liability partnership having its office at _____

_____ through its authorized partner/sole proprietor/authorized signatory/Karta, Mr./Ms. _____;*

2. **Shri/Smt./Ms.** _____
Son/Wife/ Daughter of _____
Resident of _____
Nationality/Citizen of _____.

OR

M/s. _____, a company incorporated under the Companies Act, 1956 having its Registered Office at _____, and having corporate identification No. _____ acting through its authorized signatory/director Mr./Ms. _____, duly authorized vide a Board Resolution/Power of Attorney dated _____;*

OR

M/s. _____, a partnership firm/sole proprietorship firm/HUF/limited liability partnership having its office at _____ through its authorized partner/sole proprietor/authorized signatory/Karta, Mr./Ms. _____;*

(Joint Allottees, if any)

3. **Shri/Smt./Ms.** _____
Son/Wife/ Daughter of _____
Resident of _____
Nationality/Citizen of _____.

OR

M/s. _____, a company incorporated under the Companies Act, 1956 having its Registered Office at _____, and having corporate identification No. _____ acting through its authorized signatory/director Mr./Ms. _____, duly authorized vide a Board Resolution/Power of Attorney dated _____;*

OR

M/s. _____, a partnership firm/sole proprietorship firm/HUF/limited liability partnership having its office at _____ through its authorized partner/sole proprietor/authorized signatory/Karta, Mr./Ms. _____;*

(hereinafter jointly or individually as the case may be referred to as the "Allottee", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **SECOND PART**;

AND

M/s. Nucleus Conbuild Pvt. Ltd., a company incorporated under the Companies Act 1956, having its Registered Office at 304, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (India), through its authorized Signatory;

M/s Massif Conbuild Pvt. Ltd., a company incorporated under the Companies Act 1956, having its Registered Office at 304, Kanchan House, Karampura Commercial Complex, New Delhi-110015, through its authorized signatory;

(hereinafter referred to as the “**Confirming Parties**” which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include their successors-in-interest, administrators, executors, authorized representatives, transferee and assigns) of the **THIRD PART**;

(The above-mentioned parties to this Agreement shall also be collectively referred to as the “**Parties**” and individually as the “**Party**”).

WHEREAS:

- A. The Confirming Parties is the absolute owner in possession of freehold land admeasuring approximately 15.55 acres at present, which area is likely to increase upon the acquisition and licensing of additional areas, located at Gurgaon-Faridabad Road, in the revenue estate of Village Gwal Pahari, Tehsil Sohna, District Gurgaon, Haryana (hereinafter referred to as the said “**Land**”).
- B. The Confirming Parties have obtained the requisite license from the Director General Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) to develop a group housing colony thereon (hereinafter referred to as the said “**License**”, which term shall be deemed to include additional areas as may be additionally licensed) under the Haryana Development and Regulations of Urban Areas Act, 1975 (“**Act**”). The Allottee understands that the role of the DTCP under the licensing regime of the Act is regulatory and only to the extent of ensuring compliance thereof as required by the DTCP, such as entitlement of Floor to Area Ratio (FAR), approval of zoning, building plans, layout plans, obtaining of occupation certificate and completion certificate and it does not have any direct regulatory control on the rights of the Confirming Parties/Company as owners/developer of Ireo Gurgaon Hills project nor does it fetter their rights to sell the same in such manner as they may choose. It is specifically clarified that entitlement to FAR has no relation or dependence to the sale of the Apartment or its Super Area or Specific Area (which capitalized terms shall have the meaning as assigned to them in this Agreement).
- C. The semi-finished residential apartments and permissible units to be constructed on the said Land in accordance with the Building Plans approved/to be approved and sanctioned by the DTCP shall be part of the group housing colony to be known by the name “**Ireo Gurgaon Hills**” (hereinafter referred to as “**Ireo Gurgaon Hills**” project).
- D. The Confirming Parties has separately vested the Company with the complete authority and appropriate powers *inter alia* to undertake development, construction, marketing, sale and administration of all the constructed units whatsoever in Ireo Gurgaon Hills project. The Company is also fully authorized by the Confirming Parties to receive applications for allotment of the residential apartments in bare shell condition and to impose conditions,

make allotments and otherwise to deal with, negotiate, finalize, sign and execute the sale agreements, conveyance deeds and all such incidental documents, as may be reasonably necessary to give effect to this Agreement, and also to receive the Total Sale Consideration and other charges or dues as stated in this Agreement from the purchasers/allottees and to give valid receipts thereof in its own name, and otherwise to do all such acts, deeds or things, as may be deemed necessary, by the Company in its sole discretion.

- E. The Allottee has demanded from the Company and the Company has allowed the Allottee to inspect all ownership records of the said Land and under the said Licence, various approvals granted by the DTCP in favour of the Confirming Parties, tentative layout plan and building plans along with modifications thereto envisaged during the course of completion of Ireo Gurgaon Hills project and upon proposed increase in the FAR and all other documents relating to the rights and title of the Confirming Parties/Company to construct, market, sell and convey the interest agreed to be transferred hereunder in Ireo Gurgaon Hills project. The Allottee has agreed that it is fully satisfied in all respects, with regard to the right, title and interest of the Company/Confirming Parties in the said Ireo Gurgaon Hills project and there shall be no re-investigation/objections by it in this regard. Furthermore, the Allottee understands that by executing this Agreement, it would be deemed that the Allottee has completed its due diligence to its entire satisfaction, including, *inter alia*, in respect of the representations made by the Company and/or the Confirming Parties hereunder.
- F. The Allottee understands and acknowledges that there can and in fact likely to be an increase in the area of the said Land subject to grant of additional licenses and consequent thereto or based on any policy notified by the Government of Haryana at any point of time during the term of this Agreement the Confirming Parties/Company's entitlement to FAR may increase. The Allottee further understands and acknowledges that it is the right of the Company/Confirming Parties to commercially utilise their business investment and such increased FAR for its own commercial benefit amongst any of the existing towers within Ireo Gurgaon Hills project or otherwise in any manner it may think fit and proper and the Allottee shall not raise any objection thereto.
- G. The Allottee has investigated various options of dwelling units available from various developers as well as for resale in Gurgaon and also more specifically amongst the various options for such products in the local vicinity of Ireo Gurgaon Hills project. After consideration of all aspects and the terms and conditions on which the various other products are being offered, the Allottee has chosen to invest in Ireo Gurgaon Hills project after specifically accepting the terms and conditions contained herein, and has approached the Company voluntarily on his own accord.
- H. The Allottee acknowledges that the Company has readily provided complete information and clarifications as required by the Allottee, however the Allottee has ultimately relied upon its own independent investigations and judgement, and save and except as specifically represented in this Agreement, the Allottee's decision to purchase the said Apartment is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, Confirming Parties, or its selling agents/brokers, or otherwise including but not limited to any representations relating to the said Land, or the apartments or the interior spaces therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Allottee or any purported services to be provided by the Company.

- I. The Allottee acknowledges that the Company has readily provided all the information, clarifications with regard to the terms of this Agreement as required by it to its complete satisfaction and that the Allottee has read and understood the present Agreement. Except to the extent contained herein, no other oral or written representation or statement made by the Company or any third party claiming under it shall be considered to be a part of this Agreement or binding on the Company or the Confirming Parties.
- J. The Allottee, after fully satisfying itself with respect to the right, title and interest of the Confirming Parties in the said Land, the approvals and sanctions for Ireo Gurgaon Hills project in favour of the Confirming Parties as well as the designs, specifications and suitability of the proposed construction, has applied to the Company vide application dated _____ ("**Application**") for allotment of unfinished residential apartment no. _____ on _____ Floor, _____ Tower having a Super Area of _____ sq. ft. or thereabouts approximately in bare shell condition, together with the undivided proportionate interest in the Land in accordance with the Declaration and the exclusive right to use _____ nos. covered car Parking Spaces, which shall form an indivisible part thereof (hereinafter collectively referred to as the "**Apartment**"). The Apartment shall be in accordance with the specifications enumerated in **Annexure-I** hereto.
- K. It is clarified and the Allottee has agreed that the concept of Super Area of the said Apartment ("**Super Area**") as used herein, is a mechanism only for the purpose of deriving the consideration payable for the said Apartment and it is not a physical area or a measurable component. In fact what will be transferred pursuant to this Agreement will only be the Specific Area of the said Apartment, which shall be 75% of the Super Area. Although the said Apartment by its definition includes the Parking Spaces, it is specifically clarified that these are not included in the definition of the Specific Area and shall not be computed while deriving the Super Area thereto.
- L. The Company has further clarified to the Allottee that the proposed Layout Plan of Ireo Gurgaon Hills project contains other areas/developed units besides the residential apartments, including dwelling units for economically weaker sections ("**EWS units**"), commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License which shall continue to belong to the Confirming Parties until these are transferred by them, but however this Agreement is confined to and limited in its scope only to the sale of the Apartment in Ireo Gurgaon Hills project having a Specific Area as defined herein along with a common right to use the Common Areas. The various proposed constructions/built up area comprising Ireo Gurgaon Hills project including the towers comprising the residential apartments, EWS units, commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License whatsoever shall be hereinafter collectively referred to as the "**Buildings**".
- M. The Allottee has been made aware that the Ireo Gurgaon Hills project is still in the process of ongoing and development. In pursuance thereof it is understood and agreed by the Allottee that the location, layout, size or dimension of said Apartment including its Specific Area are tentative and subject to change and may, at sole discretion of the Company, be modified or revised or changed from time to time during the course of its completion and till grant of the Occupation Certificate.

- N. It is specifically clarified by the Company and accepted by the Allottee that the present Layout Plan of Ireo Gurgaon Hills project as depicted herein as Annexure-II and tentative Floor Plan of the Apartment as depicted in the Floor Plan, annexed herewith as Annexure-III and its Super Area which forms the basis for calculation of the Total Sale Consideration under this Agreement, is subject to change until the construction of Ireo Gurgaon Hills project is complete in all respects and the competent authority issues the Occupation Certificate under the Act in respect to the relevant tower where the Apartment is located.
- O. It is also clarified by the Company and accepted by the Allottee that the Specific Area of the said Apartment, if provided with usable open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as provided herein. Notwithstanding the inclusion of such areas, the Allottee shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever.
- P. The Allottee acknowledges and understands that this Agreement is concerned solely with the conditions for transfer of the Apartment for the consideration agreed herein. All the amounts as set out herein and payable by the Allottee in accordance with the Payment Plan Annexure IV are solely in lieu of the consideration for the transfer of an immovable property i.e. the said Apartment and besides this no part of it is being charged as a fee for any kind of service whatsoever or such as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Company/Confirming Parties to the Allottee hereunder. Neither the Company nor the Confirming Parties have agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement.
- Q. The Allottee also acknowledges and understands that since the Agreement is fundamentally contingent in nature (i.e., the successful consummation thereof resulting in conveyance of the Apartment is not automatic and guaranteed result of entering into this Agreement or payment of the Total Sale Consideration), therefore the Allottee shall not derive any right, title or interest whatsoever in any immovable property or in the said Apartment until its final completion and successful conveyance thereof. Subject to compliance with the obligations undertaken by the Allottee hereunder, the Company and the Confirming Parties have promised to transfer the ownership of the said Apartment which shall itself be subject to the successful culmination of this Agreement till that stage. In the event that this Agreement does not successfully culminate in the transfer of the said Apartment to the Allottee for any reason or on any ground available to the Parties hereunder, the Allottee shall only be entitled to refund (if any) in the manner and to the extent agreed herein.
- R. It has been explained and the Allottee acknowledges that the process of development of Ireo Gurgaon Hills project from its launch till handover, is subject to various internal projections, Government directions, compliances, clearances and restrictions under multiple statutes as well as uncertainties, continuous cascading dependencies upon diverse contractors, vendors, consultants and as such the Company does not have any absolute control or ironclad guarantees for the timelines committed herein except the obligations and exit options contained hereunder, in the event of delay. Furthermore, the Company and the Confirming Parties have already invested large sums of capital even prior to start of excavation and the Allottee understands that delays in completion of Ireo Gurgaon Hills project adversely impact the Company's profitability in any case and therefore the Company does not derive any advantage whatsoever from delay in handing over of possession since it has no other

recourse to recover its investment save by completion and handover of the project, much less the implication that it has in some manner benefitted at the cost of the Allottee.

However, notwithstanding its sincere commitment to deliver according to the committed timelines, the Company has provided for the Delay Compensation and also offers construction linked Payment Plan so as to provide maximum flexibility to the Allottee for the allocation of its funds against the Total Sale Consideration of the Apartment in line with actual construction timelines. No other claim whatsoever, monetary or otherwise shall lie against the Company/Confirming Parties nor be raised otherwise or in any other manner by the Allottee. The Allottee also understands and acknowledges that delay in arriving at any stage for payment on the respective construction timeline under the construction linked Payment Plan will not constitute a valid reason to deny payment of the due instalment on account of any alleged delay in overall project schedule, since the rationale for such payment is independent of a shift, if any, in the project timelines.

- S. The Allottee declares and confirms that it is entering into this Agreement at this stage to take the benefit of having the allotment at the current pricing keeping in view the extended period for proposed completion and delivery time for the said Apartment. The Allottee also understands and acknowledges that such an act shall not constitute or deemed to imply that Ireo Gurgaon Hills project or the said Apartment has been commissioned by the Allottee individually or collectively with other allottees or that the Allottee has in some manner become a shareholder in Ireo Gurgaon Hills project or the said Apartment. Further, the Company has not approached the Allottee to invest in Ireo Gurgaon Hills project nor has waited for the Allottee for initiating the development and marketing of Ireo Gurgaon Hills project. In fact the Allottee has itself chosen to invest in Ireo Gurgaon Hills project after fully understanding the terms and conditions in respect thereof.
- T. The Allottee has represented and warranted to the Company that it has the legal and valid power and authority to enter into and perform this Agreement.
- U. The Allottee has confirmed to the Company that it is entering into this Agreement with full knowledge of the law as applicable to Ireo Gurgaon Hills project, the said Apartment and that it has clearly read and understood all its rights, duties, responsibilities and obligations under each and every one of the clauses of this Agreement.
- V. The Allottee hereby also assures, represents and warrants to the Company and the Confirming Parties that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Apartment, the said Land and to the said License or any proposed construction to be raised thereon and only after relying on all the assurances, representations and warranties made herein by the Allottee, the Company and the Confirming Parties have agreed to enter into this Agreement for sale of the said Apartment to the Allottee.
- W. The Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations agreed herein in letter and spirit, has accepted in good faith the Application and is now willing to enter into this Agreement on the terms and conditions hereinafter set forth in this Agreement.
- X. Based on the above mentioned assurances, warranties and representations of the Allottee and also subject to due and faithful performance by the Allottee of all its obligations set out

herein, the Confirming Parties assure the Allottee that they shall remain bound along with the Company to execute the Conveyance Deed for the said Apartment in favour of the Allottee, in token of which it has joined the Company in executing this Agreement as Confirming Parties hereof.

NOW, THEREFORE, THIS AGREEMENT BY AND BETWEEN THE PARTIES WITNESSES AS UNDER:

1. INTERPRETATION & CONSTRUCTION

1.1 Unless the context otherwise requires in this Agreement:

- a. The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;
- b. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted and shall also include any rules, bye-laws, notifications, orders etc. as may be relevant;
- c. Reference to the words "include" or "including" shall be construed without limitation;
- d. The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any Government authority or any other entity or organization.
- e. In accordance with internationally accepted conversion rates, the measure of 1 (one) square feet wherever used shall be equal to 0.09290304 square meter.
- f. Any reference in this Agreement to the terms "herein", "hereto", "hereunder", "hereof", or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- g. Reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- h. The headings/captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided;
- i. The preliminary recitals are an integral part of this Agreement and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.

j. This Agreement along with its preamble, preliminary recitals, annexures constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous arrangement between the Parties, however the terms and conditions of the Application which are not at variance with this Agreement shall continue to prevail and be binding on the Allottee. This Agreement or any provision(s) hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Company.

1.2 **Definitions:** In addition to the terms defined elsewhere in this Agreement, the following terms wherever used in this Agreement, when capitalized, shall have the meaning assigned herein, unless repugnant to or contrary to the context and meaning thereof. When not capitalized, such words shall be attributed their ordinary meaning:

“**Act**” shall mean The Haryana Development and Regulation of Urban Areas Act, 1975.

“**Agreement**” shall mean this Apartment Buyer’s Agreement including all preliminary recitals, preamble, annexures, exhibits, schedules attached hereto and terms and conditions for the allotment of the said Apartment and/or Parking Space(s) in Ireo Gurgaon Hills project, executed by the Company, the Confirming Parties and the Allottee.

“**Apartment**” shall have the same meaning as ascribed to it in the preliminary Recital J of this Agreement.

“**Apartment Act**” shall mean The Haryana Apartment Ownership Act, 1983.

“**Application**” shall mean the application dated _____ for the provisional allotment of the Apartment and/or the Parking Spaces in Ireo Gurgaon Hills project.

“**Basic Sale Price**” shall have the same meaning as ascribed to it in Clause 3.1 of this Agreement.

“**Buildings**” shall have the same meaning as ascribed to it in the preliminary Recital L of this Agreement.

“**Building Plans**” shall mean the Building Plans of Ireo Gurgaon Hills project as submitted/as approved under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 and shall include all subsequent revisions thereof.

“**Commitment Period**” shall have the same meaning as ascribed to it in Clause 14.3 of this Agreement.

“**Common Areas**” shall mean all such parts/areas in Ireo Gurgaon Hills project as shall be specified by the Company/Confirming Parties as such, in the Declaration. More specifically, these shall be all such areas (except areas specifically excluded or otherwise reserved herein as retained in the ownership of the Company/Confirming Parties) as stated hereunder and which the Allottee shall use on a shared, non-exclusive basis with

other occupants of Ireo Gurgaon Hills project. Such Common Areas shall also include open spaces uptill the periphery of Ireo Gurgaon Hills project, corridors, passages, atrium, common toilets, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, mummies, and water tanks. In addition, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and service rooms, lift, lift room, fan rooms, drawings and circulation areas etc.

“**Conveyance Deed**” shall mean deed of conveyance which shall convey the title of the Apartment in favour of the Allottee in accordance with this Agreement.

“**Declaration**” shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act, with the competent authority, with regard to the Apartment/ Buildings/ Ireo Gurgaon Hills project.

“**Delay Compensation**” shall have the same meaning as ascribed to it in Clause 14.4 of this Agreement.

“**DTCP**” shall mean the Director General Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.

“**Development Charges**” shall mean the amount payable by the Allottee, on account of the internal and external development works including but not limited to the following:

- i. External Development Charges (EDC) and/or any enhancements thereof;
- ii. Infrastructure Development Charges (IDC) and/or any enhancements thereof;
- iii. Infrastructure Augmentation Charges and/or any enhancements thereof;
- iv. Any other charges, for executing the external infrastructure work/facilities/services, in addition to the EDC as specified above, on account of the acquisition/development of a 24 meter, or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations (66 KVA capacity and above), or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the DTCP or other Government authority, may in the future, assign to the Confirming Parties /recover charges for;
- v. The cost of such other development/infrastructure works not specifically covered elsewhere;
- vi. Interest paid on EDC/IDC to the Government and carrying cost on the fund deployed by the Company for the above mentioned charges at the rate of 15% per annum.

“**Earnest Money**” shall have the same meaning as ascribed to it in Clause 6 of this Agreement.

"EWS units" shall have the same meaning as ascribed to it in preliminary Recital L of this Agreement.

"Floor Plan" shall mean the Floor Plan of the Apartment as depicted in Annexure-III annexed to this Agreement.

"Force Majeure" shall mean any event beyond the reasonable control of the Company or Confirming Parties by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Company's/Confirming Parties's ability to perform its/ their obligation under this Agreement, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cements, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war, riots or civil commotion; f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of the Company/Confirming Parties, in issuance of the Occupation Certificate and/or any other approvals/certificate as may be required; g) any matter, issues relating to grant of approvals/permissions, notices, notifications by a competent authority becoming subject matter of any suit/writ before a court of law; h) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company/Confirming Parties from complying with any or all the terms and conditions as agreed in this Agreement; i) economic recession; j) the period of continuance of any proceedings instituted by the Allottee before any authority, forum, court of law or wheresoever or on account of any order by any such authority, forum, court of law which has the effect of suspending the obligations required to be performed by the Allottee herein; k) any event or circumstances analogous to the foregoing.

"Grace Period" shall have the same meaning as ascribed to it in Clause 14.3 of this Agreement.

"Holding Charges" shall have the same meaning as ascribed to it in Clause 14.2 of this Agreement.

"IFMS" shall have the same meaning as ascribed to it in Clause 16.2 of this Agreement.

"Ireo Gurgaon Hills" project shall have the same meaning as ascribed to it in the preliminary Recital C of this Agreement.

"Land" shall have the same meaning as ascribed to it in preliminary Recital A of this Agreement.

“Layout Plan” shall mean the internal layout plan of the various components of Ireo Gurgaon Hills project within its peripheral boundaries as annexed to this Agreement and shall include all subsequent revisions thereof.

“License” shall have the same meaning as ascribed to it in preliminary Recital B of this Agreement.

“Notice of Possession” shall have the same meaning as ascribed to it in Clause 14.1 of this Agreement.

“Notice of Termination” shall have the same meaning as ascribed to it in Clause 22.1.1 of this Agreement.

“Occupation Certificate” shall mean the Occupation Certificate for any of the building to be constructed in Ireo Gurgaon Hills project as issued, individually or collectively, by the DTCP under the Punjab Rules.

“Other Costs” shall mean taxes, cesses, fees and/or surcharges statutorily or contractually reimbursed or reimbursable by the Company to its contractors, vendors, consultants and/or service providers against payment of Value Added Tax (VAT), State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, G.S.T., Labour Cess, Education Cess or any other taxes or cesses by whatever name called, by such contractors, vendors, consultants and/or service providers and shall include any other amount paid or payable by the Company/Confirming Parties to the Government or any other statutory authority and/or designated agency if any prescribed by the Government, not elsewhere specified in this Agreement, in connection with the construction of the Ireo Gurgaon Hills project now or in future and/or any increase thereof and the incidence of which is borne as cost for Ireo Gurgaon Hills project by the Company.

“Parking Spaces” shall mean the covered car parking spaces allocated for exclusive use along with the said Apartment.

“Payment Plan” shall mean the Payment Plan annexed to this Agreement as Annexure-IV.

“PLC” shall mean the Preferential Location Charges referred to in Clause 3.2.2 and shall have the same meaning as ascribed to it in Clause 10.8 of this Agreement.

“Punjab Rules” shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.

“RWA” or the Residents Welfare Association shall mean the registered society comprising the owners in Ireo Gurgaon Hills project or parts thereof to be formed in due course by the Company/Confirming Parties pursuant to the provisions of the Apartment Act.

“Specific Area” of the said Apartment shall mean and include the entire area enclosed by its periphery walls including area under walls, columns including half the area of the terrace(s) for exclusive use with the said Apartment if any and half the area of walls

common with other apartments which form integral part of the said Apartment and the areas of the balcony(ies).

“Super Area” of said Apartment shall have the same meaning as ascribed to it in preliminary Recital K of this Agreement.

“Taxes” shall mean taxes, cesses, fees and/or surcharges paid or payable by the Company to the Government or any other statutory authority and/or designated agency if any prescribed by the Government by way of VAT, State Sales Tax, Central Sales Tax, Works Contract Tax, G.S.T., Service Tax, Labour Cess, Education Cess or any other taxes and/or cesses by whatever name called as may be applicable, levied or charged or to be levied or charged in connection with the construction of the Ireo Gurgaon Hills project now or in future or any increase thereof.

“Total Sale Consideration” shall have the same meaning as ascribed to it in Clause 3.2 of this Agreement.

“TP Act” shall mean the Transfer of Property Act 1882.

“Zoning Plan” shall have the same meaning as ascribed to it under the Punjab Rules.

2. PURPOSE & SCOPE OF THIS AGREEMENT

- 2.1 This Agreement is concerned solely with the conditions for transfer of the Apartment (after obtaining the Occupation Certificate thereof) for the consideration herein agreed. All the amounts as set out hereinafter and payable by the Allottee in accordance with the Payment Plan **Annexure IV** are solely in lieu of the consideration for the transfer of an immovable property i.e. the said Apartment and besides this no part of it is being charged as a fee for any kind of service whatsoever or such as may be implied or agreed or due hereunder or may be deemed to be rendered by the Company/Confirming Parties to the Allottee hereunder. Neither the Company nor the Confirming Parties has agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after term of this Agreement.
- 2.2 Since this Agreement is fundamentally contingent in nature therefore the Allottee shall not derive any right, title or interest whatsoever in any immovable property or in the said Apartment until its final construction and successful conveyance thereof. Subject to compliance with the obligations undertaken by the Allottee hereunder, the Company and the Confirming Parties have only promised to transfer ownership of the said Apartment which shall itself be subject to successful culmination of this Agreement till that stage. In the event that this Agreement does not successfully consummate in the transfer of the said Apartment to the Allottee for the reasons or on any ground available to the Parties hereunder, the Allottee shall only be entitled to refund (if any) in the manner and to the extent agreed herein. The primary reason for the Allottee to enter into this Agreement at this stage is to take the benefit of having the allotment at the current pricing by payment of the Total Sale Consideration in instalments, keeping in view the extended period for proposed completion and delivery time for the said Apartment.
- 2.3 The process of development of Ireo Gurgaon Hills project from its launch till handover, is subject to various internal projections, Government directions, compliances, clearances

and restrictions under multiple statutes as well as uncertainties, continuous cascading dependencies upon diverse contractors, vendors, consultants and as such the Company does not have any absolute control or ironclad guarantees for the timelines committed herein except the obligations and exit options contained hereunder, in the event of delay. Furthermore, the Company and the Confirming Parties have already invested large sums of capital even prior to start of excavation and the Allottee understands that delays in completion of Ireo Gurgaon Hills project adversely impact the Company's profitability in any case and therefore the Company does not derive any advantage whatsoever from delay in handing over of possession since it has no other recourse to recover its investment save by completion and handover of the project, much less the implication that it has in some manner benefitted at the cost of the Allottee.

However, notwithstanding its sincere commitment to deliver according to the committed timelines, the Company has provided for the Delay Compensation and also offers construction linked Payment Plan so as to provide maximum flexibility to the Allottee for the allocation of its funds against the Total Sale Consideration of the Apartment in line with actual construction timelines. No other claim whatsoever, monetary or otherwise shall lie against the Company/Confirming Parties nor be raised otherwise or in any other manner by the Allottee. The Allottee also understands and acknowledges that delay in arriving at any stage for payment on the respective construction timeline under the construction linked Payment Plan will not constitute a valid reason to deny payment of the due instalment on account of any alleged delay in overall project schedule, since the rationale for such payment is independent of a shift, if any, in the project timelines.

3. CONSIDERATION AND CONDITIONS

3.1 In accordance with the terms and conditions as set out in this Agreement, the Company/Confirming Parties hereby agrees to sell, transfer and convey, and the Allottee agrees to buy the said Apartment having an approximate Super Area of _____ sq. ft. (_____ **sq.mtrs.**) at a basic sale price of Rs. _____/- per sq. ft. of Super Area i.e. total of Rs. _____/- (**Rupees** _____ **Only**) hereinafter referred to as the "**Basic Sale Price**".

3.2 In addition to the Basic Sale Price of the said Apartment, the Allottee has agreed and accepted to pay the costs, charges, fee and deposits as set out in this Agreement including the following:

3.2.1 **Development Charges** at the rate of Rs. _____/- per sq. ft. of Super Area;

(The Development Charges mentioned above are based on the estimated rates, which shall be determined/reconciled/finalized later and the same shall be payable by the Allottee as and when demanded by the Company.)

3.2.2 **PLC** at the rate of Rs. _____/- per sq. ft. of Super Area;

3.2.3 **Other Costs** as may be levied on a pro-rata basis. (The Company may periodically intimate to the Allottee, on the basis of certificates from a

Chartered Engineer and/or a Chartered Accountant, the amount payable on the account of Other Costs which shall be final and binding on the Allottee and the Allottee shall make such payment within the time stipulated by the Company in this regard.)

The Basic Sale Price along with all the charges listed above as well as any other amounts payable in accordance with the Agreement (excluding club membership charges and such deposits which are refundable in nature) shall constitute and be hereinafter referred to as the “**Total Sale Consideration**” and shall be payable by the Allottee in the manner set out in the Payment Plan selected and agreed by the Allottee and annexed herewith as **Annexure-IV**. Except to the extent agreed in Clause 3 and Clause 8 herein, the Total Sale Consideration shall not be subject to escalation.

- 3.3 The Company may improve upon, modify or upgrade the specifications of the Ireo Gurgaon Hills project/the said Apartment with a view to enhance the technological, aesthetic features or considerations of efficiency or better building methodology, efficient maintenance and/or utilization of installations etc., as may be advised to it and/or deemed fit in its sole discretion, subject however to the condition that the increase on such account shall be limited upto a maximum 5% of the Basic Sale Price. Any increased cost to be passed on to the Allottee under this clause shall be calculated on a cost plus incidentals along with overhead and administrative charges at the rate of 20% thereon.
- 3.4 Subject to the other provisions contained in this Clause 3, the Allottee understands and agrees that the Basic Sale Price of the said Apartment has been calculated based on the prevailing purchase rates of raw materials and all input costs whatsoever (excluding taxes and other government or statutory dues or costs etc.) at the time of original booking (“**Input Costs**”). The escalation, if any, in the Input Costs, on the expiry of the Grace period or handing over of possession of the said Apartment, whichever occurs earlier (“**Chargeable Period**”), to the extent of 10% thereof shall be absorbed by the Company and balance shall be paid by the Allottee. Furthermore, such escalation shall be charged on such percentage of the Basic Sale Price being the deemed Input Costs to the Company, as assessed by the Company at quarterly intervals. As on the date of this Agreement, the deemed Input Costs is 50% of the Basic Sale Price (“**Chargeable Escalation**”).

The benchmark for determining the escalation in the Input Costs shall be the Wholesale Price Index derived from the monthly indexed rates for ‘All Commodities’ published on the website of the Economic Advisor to the Government of India, Ministry of Commerce and Industry at ‘<http://eaindustry.nic.in>’ (“**WPI**”). The escalation in the Input Costs shall be calculated as the difference between the published WPI for the month in which the original booking for the said Apartment is made (“**Base WPI**”) and the WPI for the last month of the Chargeable Period (“**Escalated WPI**”). The Allottee shall be liable to pay the Chargeable Escalation on demand by the Company, in accordance with the Super Area of the said Apartment, irrespective of the Payment Plan.

The Allottee agrees that if at any point during the Chargeable Period the Government of India stops publishing the WPI due to any reason(s), the Base WPI as

well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

- 3.5 The stamp duty and registration charges as applicable for execution of the Conveyance Deed in favour of the Allottee shall be paid extra in accordance with the Payment Plan Annexure-IV or as and when demanded by the Company.
- 3.6 It is expressly made clear by the Company and the Confirming Parties and agreed by the Allottee that the payment of Development Charges shall always be solely to the account of the Allottee and to be borne and paid by the Allottee in the proportion of the Super Area of the said Apartment to the total super area of all the Buildings. The Allottee understands that the Company has a right to demand and recover any additional/balance amount of Development Charges on finalization/reconciliation of the estimated rates charged herein. The Allottee undertakes to pay the balance/enhanced/revised Development Charges, in proportion of the Super Area of the said Apartment to the total super area of all the Buildings as and when the same is demanded from the Allottee by the Company. If any balance/enhanced/revised charges for EDC/IDC or by whatever name called is levied with prospective/retrospective effect, including interest thereon, as charged by DTCP whether before or after the execution of the Conveyance Deed in respect of the said Apartment, the Allottee agrees and undertakes to also pay such balance/enhanced/ revised charges on demand to the Company directly or through the RWA as the case may be on proportionate basis in accordance with the value set out in the Declaration or as may be determined by the RWA.
- 3.7 The Allottee agrees and undertakes to pay the applicable Taxes as and when demanded by the Company.
- 3.8 It is clarified and the Allottee has agreed that the concept of Super Area of the said Apartment as used herein, is a mechanism only for the purpose of deriving the consideration payable for the said Apartment and it is not a physical area or a measurable component. It has been further made clear by the Company and the Allottee understands and agrees that what is agreed to be sold/transferred/conveyed hereunder is only the Specific Area of the said Apartment. It is hereby expressly clarified to the Allottee that the cost of the commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License has not been factored into the Total Sale Consideration or the Basic Sale Price and these do not form part of the Common Areas and in fact are transferable units on the same footing as the said Apartment and shall continue to belong to the Confirming Parties. The Common Areas and the common facilities in Ireo Gurgaon Hills project as designated in the Declaration, shall continue to vest in the Company/Confirming Parties till such time as these are transferred to the RWA in accordance with the Apartment Act. For the sake of removal of any ambiguity, it is clarified that the Allottee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial units or commercial developments, club, school, or any other construction as is required/permissible by the DTCP under the License, which are not explicitly stated herein to be part of the Common Areas or the common services for the use of all the allottees or specific set of allottees.

- 3.9 The Allottee agrees and understands that except as expressly provided herein, it shall have no ownership claim over or in respect of lawn area (wherever any) to the extent reserved exclusively for the dedicated use of specific and identified ground floor apartments, all parking spaces (except those allotted to the Allottee), commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License, and all such areas shall remain the property of the Company/Confirming Parties, who shall be free to deal with these in accordance with law. The Allottee shall only have a joint and non-exclusive right of use of the Common Areas in accordance with the terms and conditions stipulated in this Agreement and the Conveyance Deed. All such areas which have not been specifically sold or which do not form part of the Common Areas set out in the Declaration, shall continue to vest with the Company/Confirming Parties.
- 3.10 The Allottee further understands and agrees that there is a variance in the value of the Apartment *inter se* between each category i.e., the commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License. Accordingly, the Allottee agrees that the Company may, at its sole discretion, determine the relative value of the various apartments, and other EWS units, commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License for determining the voting percentage and calculating their proportionate share in the Common Areas and facilities for the purpose of the Declaration to be filed under the Apartment Act.

4 MODE OF PAYMENT

All payments to be made by the Allottee under this Agreement, unless specified otherwise in writing by the Company, shall be vide a demand draft/banker's cheque/ordinary cheque payable at par at New Delhi in favour of "Ireo Pvt. Ltd. - Gurgaon Hills" or an interbank electronic transfer to the Company's current account no. 0411182845 at Kotak Mahindra Bank Ltd, Ground Floor, Ambadeep, 14, Kasturba Gandhi Marg , Connaught Place, New Delhi - 110 001. All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.

5 APPORTIONMENT

The Allottee agrees that the Company shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the previous/overdue installments or any other outstanding demand and finally the balance, if any, would be adjusted towards the current installment or current dues towards which the payment has been tendered.

6 EARNEST MONEY

The Company and the Allottee hereby agree that 20% (Twenty Percent) of the Basic Sale Price of the Apartment shall be deemed to constitute the "Earnest Money".

7 PAYMENT OF INSTALLMENTS

- 7.1 The Allottee has opted for the Payment Plan annexed herewith as Annexure-IV. The Allottee understands that it shall always remain responsible for making timely payments in accordance with the Payment Plan Annexure-IV. Only in the case of a construction linked Payment Plan, the Company shall be obliged to send demand notices for installments on or about the completion of the respective stages of construction. The demand notices shall be sent by registered post/courier and shall be deemed to have been received by the Allottee within 05 (five) days of dispatch by the Company or receipt thereof, whichever is earlier.
- 7.2 It shall not be obligatory on the part of the Company to send any reminders for any payments whatsoever. Although the Company shall not be obliged to send demand notices other than for the construction linked Payment Plan, or any reminders whatsoever for payments of the installment, in the event that any such notices or reminders are sent by the Company to the Allottee, as a gesture of courtesy, these shall not, under any circumstances, be construed or deemed to be a waiver of the obligations and responsibility of the Allottee to itself make timely payments in accordance with the Payment Plan or in response to such demand notices in the case of a construction linked Payment Plan.
- 7.3 If the Allottee prepays any installment(s) or part thereof to the Company before it falls due for payment, the Allottee shall be entitled to pre-payment rebate on such prepaid amounts at the interest rate declared by the Company for this purpose from time to time. The interest on such prepaid installment(s) shall be calculated from the date of prepayment uptill the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/paid only at the time of final installment for the said Apartment.
- 7.4 The Allottee shall be liable to pay simple interest on every delayed payment, at the rate of 20% per annum from the date that it is due for payment till the date of actual payment thereof. In case the Allottee defaults in making payment of the due installment (including partial default) beyond a period of 90 days from the due date, the Company shall be entitled, though not obliged, to cancel the Allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to enforce the payment of all its dues from the Allottee by seeking Specific Performance of this Agreement. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement in the manner provided herein.
- 7.5 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment, or where the Company has given its permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee against the said Apartment, the Company shall not be responsible towards any other third

party, who has made payments or remittances to the Company on behalf of the Allottee and any such third party shall not have any right against the said Apartment or under this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.

- 7.6 The Allottee may obtain finance/loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Company shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Company in accordance with the Payment Plan opted by the Allottee in terms of this Agreement on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Company within the time agreed herein, then the Company shall have right to terminate this Agreement in accordance herewith.
- 7.7 Furthermore, in every case where the Allottee has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Company, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained the Company shall be entitled to terminate this Agreement.

8 STATUTORY TAXES AND OTHER DUES

- 8.1 The Allottee shall always be responsible and liable for the payment of all Taxes and enhancement of EDC/IDC as may be levied whether on a direct or on a prorata basis and all such amount shall be payable on demand to the Company.
- 8.2 In addition to the above mentioned, the Allottee shall also be liable to pay its prorated share of charges and/or other demands raised by the Government of Haryana or any other authority, with a view to recover the cost of development for sector roads, state/national highways, transport, irrigation facilities, power facilities, environment conservation schemes, welfare or special project/scheme, etc.
- 8.3 In case any of the above demands has been made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee, then in that event the proportionate share of the Allottee (in accordance with the value set out in the Declaration or as determined by the RWA) shall be treated as unpaid Total Sale Consideration of the said Apartment and the Company shall have first charge/lien on the said Apartment to the extent of such unpaid amount, till such amount is paid to the Company. The Company shall be entitled to satisfy any outstanding claim on this account by seeking attachment or sale of the said Apartment.

9 FOREIGN EXCHANGE MANAGEMENT ACT

In the event that the Allottee is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Allottee including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee shall provide the Company with such permissions, approvals, consents, no objection certificates, etc., as would enable the Company to lawfully carry out its obligations under this Agreement. The Allottee shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/ permissions thereof to the Company/ Confirming Parties and the Company/ Confirming Parties accepts no responsibility in this regard. The Allottee agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the Allottee shall alone be liable for any consequences thereunder. The Allottee agrees hereby to keep the Company fully indemnified, saved and harmless in this regard.

10 VARIATION IN PLANS, LOCATION AND SIZE

- 10.1 The Allottee has clearly understood that there could be changes, alterations, modifications in the said Layout Plan/Building Plans/ Floor Plan, areas and PLCs and/or drawings, layout, elevations, features, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the said Apartment or as may be required by any statutory authority(ies) or otherwise and the Allottee undertakes to raise no objection thereto.
- 10.2 The final Specific Area of the said Apartment shall be determined only after completion of development and construction of Ireo Gurgaon Hills project. After accounting for changes, in the Specific Area of the said Apartment and change in location, if any, on the date of possession, the final and confirmed Super Area shall be incorporated in the Conveyance Deed and the final floor plan thereof shall be annexed to the Conveyance Deed.
- 10.3 The Allottee understands and agrees that the Layout Plan and Floor Plan of the Apartment could be revised during the ongoing course of completion/construction. Every attempt shall be made by the Company to adhere to the size, location and layout of the said Apartment as specified in this Agreement. However, in the event that there is any change in the said Apartment's layout or location or variation in its Specific Area to the extent of $\pm 10\%$ at the time of final measurement or becomes evident at any earlier stage, the applicable Total Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee. PLC, if applicable, shall also be payable or refundable as the case may be.

- 10.4 In the event that variation in the Specific Area of the said Apartment is greater than $\pm 10\%$, at the time of final measurement or becomes evident at any earlier stage and the same is not acceptable to the Allottee, every attempt shall be made to offer the Allottee an alternative apartment of a similar size and price structure/PLC at another location within Ireo Gurgaon Hills project subject to availability. In the event that such an alternate apartment is available and the Allottee accepts the substitute apartment, the proportionate Total Sale Consideration shall be payable or refundable as the case may be at the rates agreed herein. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- 10.5 In the event that Allottee does not accept such substitute apartment or if there is no other apartment of a similar size at another location, then the Allottee shall be refunded its paid up Total Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3 (three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee.
- 10.6 In the event there is any change in the location of the said Apartment or there is change in PLC applicable to the said Apartment and such apartment is not acceptable to the Allottee, an alternative apartment with similar PLC shall be offered to the Allottee subject to availability. In the event that such apartment with changed PLC is acceptable to the Allottee, the applicable PLC shall be payable or refundable as the case may be. In the event that Allottee does not accept such substitute apartment and if there is no other apartment of a similar PLC, then the Allottee shall be refunded its paid up Total Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3 (three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee. It is clarified that the term 'change in PLC' shall include the case where an apartment not having any PLC subsequently acquires PLC and vice-versa.
- 10.7 The Allottee understands and acknowledges that on account of modifications to the Layout Plan and/or for other reasons, during ongoing completion, Ireo Gurgaon Hills project may not include the said Apartment or the said Apartment agreed to be purchased may cease to exist. In such a case or on account of deletion or reduction in the number of apartments in Ireo Gurgaon Hills project the paid up Total Sale Consideration received against the said Apartment by the Company shall be refunded to the Allottee, along with simple interest thereon at the rate of 8% per annum (excluding any interest paid/payable by the Allottee on any delayed payment). No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- 10.8 The Allottee understands and agrees that the Company shall be entitled to charge PLC for the apartments according to the prevalent policy of the Company. It is further agreed by the Allottee that whichever apartments are designated by the

Company as being preferentially located, shall all be treated as preferentially located apartments for the purpose of payment of PLC which list may inter alia include apartments as are facing Aravali or horizon and the like.

- 10.9 The Company/Confirming Parties reserves its right to effect suitable changes and alterations in the layout, Floor Plan, areas, elevations, features, specifications, the height, width, finishing, etc., of Ireo Gurgaon Hills project/said Apartment at any time and in any manner it thinks fit and proper.
- 10.10 The Company may, in its sole discretion, in the interest of better planning and timely completion of the said Apartment, change the location of the said Apartment to an apartment of similar size at another floor, tower or location within Ireo Gurgaon Hills project, to which the Allottee hereby consents. Every attempt shall be made by the Company to offer an apartment of similar size and price structure/PLC as the said Apartment. In the event that the Allottee does not accept such substitute apartment and if there is no other similar apartment available with the Company, then the Allottee shall be refunded its paid up Total Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3 (three) months of its intimation to the Company to this effect.
- 10.11 The Confirming Parties and/or Company shall have the absolute right to modify the Building Plans or submit new building plans and make additional construction (anywhere in Ireo Gurgaon Hills project) by way of an increase in the number of floors or otherwise, whether on account of increase in the FAR or better utilization of the said Land/Ireo Gurgaon Hills project or pursuant to the grant of additional licenses or for any other reason, to the extent permissible by the government or DTCP at any time before or after the completion of Ireo Gurgaon Hills project or filing the Declaration therefor. It is hereby specifically clarified that on account of the reasons stated above, there can be a substantial increase in the number of floors or apartments which may be accommodated in new standalone construction(s) or spread over all or any of the towers of Ireo Gurgaon Hills project including the tower comprising the said Apartment (so as to obtain the maximum spread for the open areas).The Allottee acknowledges and agrees that it is the right of the Company/Confirming Parties to commercially utilize the increased FAR for its own commercial benefit amongst any of the existing towers within Ireo Gurgaon Hills project or otherwise in any other manner it may think fit and proper.
The Allottee hereby agrees that since the Super Area has not been derived by factoring in the Common Areas, therefore no claim for any reduction in the Total Sale Consideration or any compensation whatsoever shall be made by the Allottee on account of increase in the density or number of floors in any tower/s within Ireo Gurgaon Hills project. The Company however may in its sole discretion give an option to the Allottee to move to a higher floor subject to availability. The Allottee also acknowledges and agrees that the Company shall not be bound to intimate the Allottee regarding any increase in the number of floors or any additional construction to be undertaken by the Company and the Allottee agrees not to raise any objection against the Company/Confirming Parties in this regard.

11. USE OF NON-EXCLUSIVE TERRACES

Except for terraces specifically and exclusively reserved herein for use with the said Apartment, the Company/Confirming Parties alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/Buildings comprising Ireo Gurgaon Hills project. The Company alone shall have the right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Allottee shall not have any right to object to or prevent the same.

12. CAR PARKING

- 12.1 The covered car parking spaces conceived in the Building Plans have been apportioned among the various owners of the commercial areas, club, residential apartments, school, if any, or any other construction as is required/permissible by the DTCP under the License as well as reserved with the Company. In accordance with such apportionment, covered parking spaces have been allocated for exclusive use by the owner(s) of the said Apartment (hereinafter referred to as the “**Parking Spaces**”). The aforementioned Parking Spaces shall form an indivisible and inseparable constituent of the said Apartment and they shall not have any independent transferable entity by themselves. The Allottee shall have no rights, claims or interest whatsoever in any parking spaces other than the said Parking Spaces.
- 12.2 It is reiterated and the Allottee confirms that the Parking Spaces shall always be an integral part of the said Apartment and these Parking Spaces allotted to the said Apartment shall have no separate legal entity or in any manner be independent of the said Apartment. As such, the Allottee understands and agrees that the said Parking Spaces cannot be and may not be transferred independent of the Apartment and undertakes not to do so.
- 12.3 The car Parking Spaces shall be marked at the time of possession and the Allottee has agreed that it shall not be entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the car Parking Spaces allotted to the Allottee at any point of time.
- 12.4 The Allottee undertakes to park its vehicles only in its allotted Parking Spaces forming a part of the said Apartment, and not anywhere else in Ireo Gurgaon Hills project. The Allottee understands and agrees that all such reserved car Parking Spaces allotted to the occupants of Ireo Gurgaon Hills project along with the unallotted car parking spaces remaining in the ownership of the Company/Confirming Parties are not part of the Common Areas of Ireo Gurgaon Hills project and shall not form part of the Common Areas for the purpose of the Declaration to be filed by the Company under the Apartment Act. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the said Apartment under any of the provisions of this Agreement, the said Parking Spaces shall automatically follow the fate of the said Apartment and no separate communication in this regard shall be necessary. All the Clauses of this Agreement pertaining to use, possession, cancellation, resumption etc., of the said Apartment shall apply automatically by default to the said Parking Spaces also and the said Apartment along with its Parking Spaces shall be deemed to form a single unit under this Agreement for all intents and purpose.

12.5 The Company hereby reiterates and clarifies that the Allottee shall have no right, title and interest in the parking spaces of Ireo Gurgaon Hills project other than those allotted to it. The Company, at its sole discretion, shall have the absolute right to use or to transfer or assign its interest in the unreserved car parking spaces/area to any bonafide occupant/owner in the Ireo Gurgaon Hills project including the occupant(s)/owner(s) of the commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License.

13. PERMISSION FOR INTERIOR WORKS

13.1 Subject to the Allottee having fulfilled all its obligations under this Agreement, the Company shall permit the Allottee to carry out interior works in the said Apartment prior to handing over the possession of the said Apartment. However, such permission shall not be construed as, and in no way entitle the Allottee to have any right, interest or title whatsoever, in respect of the said Apartment.

13.2 The Allottee undertakes and agrees that the interior works carried out by it in the said Apartment shall strictly conform to the National Building Code of India, 2011 published by the Bureau of Indian Standards. The Allottee shall obtain prior approval from the Company on all the internal layouts, detailed drawings and designs, before commencement of interior works in the said Apartment. It is made clear to the Allottee that the interior works shall only be allowed to be carried out during the normal working hours i.e., 8.30 a.m. to 7.00 p.m. on normal working days and no interior works shall be carried out on Sundays and public holidays. However, the Company may at its sole discretion permit the Allottee to carry interior works beyond the specified working hours and on Sundays or any public holiday upon receiving a written request from the Allottee in this regard.

13.3 The Allottee shall complete the interior works in the said Apartment within a period of 9 months from the date of grant of permission for interior works, failing which the Allottee shall pay to the Company as penalty, Rs. 25/- per sq. ft. per month for 0-3 Month, Rs. 40/- per sq. ft. per month for 3-6 Month & Rs. 50/- per sq. ft. per month more than 6 month, for the period of delay. In the event of delay in completion of interior works beyond a period of 12 months from the date of expiry of the aforesaid period, the Company shall be entitled to cancel the allotment and terminate this Agreement. The Allottee further agrees that in the event of such termination of this Agreement, the Company shall not be responsible or liable to reimburse or refund any cost and expenses incurred by the Allottee in carrying out the interior works in the said Apartment and the Allottee shall not raise any dispute or claim in this regard.

13.4 The Allottee shall ensure that its interior works does not cause any damage to the existing structure or systems installed by the Company. The Allottee shall further ensure that any work done within the said Apartment, including electrical systems, plumbing, HVAC shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Ireo Gurgaon Hills project.

13.5 The Company shall conduct pressure tests for the plumbing works installed by the Allottee in the said Apartment before connecting it to the central supply system.

- 13.6 The firefighting equipment and gas pipeline in the said Apartment shall be installed by the Company based on the standard drawings prepared by the Company. The Allottee shall however have the option to get such standard drawings customized to its requirement by way of approved changes, subject however to deposit with the Company all additional expenditure to be incurred in the opinion of the Company, for the customized installation.
- 13.7 The Allottee undertakes and agrees to adhere to the rules and regulations of the Company, the indicative draft copy whereof is annexed to this Agreement as **Annexure-V**, while carrying out the interior works in the said Apartment. The rules and regulations set out in Annexure-V are merely indicative and the Company reserves its right to make suitable amendments or changes therein, as may be deemed necessary by it in its sole discretion. Further, the Allottee shall ensure that all contractors, staff and workers employed in the said Apartment whether directly or indirectly, also abide by such rules and regulations framed by the Company. The Allottee shall be liable for payment of penalty for each violation of the rules and regulations by any such contractor, staff or worker at such rates as may be finalized at the sole discretion of the Company and to be set out in its policy applicable for this purpose and shall be final and binding on the Allottee.
- 13.8 The Allottee shall pay for the charges as fixed by the Company for use of all the facilities provided by the Company during the period of carrying out interior works in the said Apartment such as hoist for material movement, electric connection, and water connection or any other facility.
- 13.9 The Allottee alone shall be responsible for the security of its construction material and equipments at the site and the Company shall not be held liable for any loss or damage to the construction material and equipments under any circumstances.

14. POSSESSION AND HOLDING CHARGES

- 14.1 Upon receipt of the Occupation Certificate under the Act pertaining to the said Apartment, the Company shall notify the Allottee in writing to come and take over the possession of the said Apartment ("**Notice of Possession**"). In the event the Allottee fails to accept and take the possession of the said Apartment within the time indicated in the said Notice of Possession, the Allottee shall be deemed to have become the custodian of the said Apartment from the date indicated in the Notice of Possession and the said Apartment shall thenceforth remain at the sole risk and cost of the Allottee itself.
- 14.2 Notwithstanding any other provisions of this Agreement, the Allottee agrees that if it fails, ignores or neglects to take the possession of the said Apartment in accordance with the Notice of Possession sent by the Company, the Allottee shall be liable to pay Holding Charges ("**Holding Charges**") equivalent to Rs. 10/- (Rupees Ten Only) per sq. ft. on the Super Area per month of the said Apartment for the first 3 (three) months of such default and thereafter at the rate of Rs. 50/- (Rupees Fifty Only) per sq.ft. on the Super Area per month of the said Apartment for the next 9 (nine) months. The Holding Charges shall be a distinct charge and not related to any other charges/consideration as provided in this Agreement. In case of failure of Allottee to

take possession of the said Apartment even after expiry of the aforesaid period of 12 (Twelve) months, the Company shall be entitled to terminate this Agreement.

- 14.3 Subject to Force Majeure, as defined herein and further subject to the Allottee having complied with all its obligations under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not limited to the timely payment of all dues and charges including the total Total Sale Consideration, registration charges, stamp duty and other charges and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company proposes to apply for the grant of the Occupation Certificate within a period of 36 (Thirty Six) months from the date of execution of the Agreement ("**Commitment Period**"). The Allottee further agrees and understands that the Company shall additionally be entitled to a period of 180 (One Hundred Eighty) days ("**Grace Period**"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.
- 14.4 Subject to Clause 14.3 and where no transfer / nomination has taken place since the original booking of the said Apartment, if the Company fails to apply for the grant of the Occupation Certificate by the end of the Grace Period, it shall be liable to pay to the Allottee compensation calculated at the rate of Rs. 10/- (Rupees Ten Only) per sq. ft. of the Super Area ("**Delay Compensation**") for every month of delay until the actual date of submitting the application for obtaining the Occupation Certificate. The Allottee shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of payment of the final installment.
- 14.5 Subject to Clause 14.3, in the event of delay by the Company in applying for obtaining the Occupation Certificate beyond a period of 12 months from the end of the Grace Period (such 12-month period hereinafter referred to as the "**Extended Delay Period**"), then the Allottee shall become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installment(s) paid by it against the said Apartment after adjusting the interest on delayed payments along with Delay Compensation for 12 months. Such refund shall be made by the Company within 90 days of receipt of intimation to this effect from the Allottee, without any interest thereon. For the removal of doubt, it is clarified that the Delay Compensation payable to the Allottee who is validly opting for termination, shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which the Allottee actually exercised the option for termination. This option may be exercised by the Allottee only up till the date of submission of the application for obtaining the Occupation Certificate by the Company whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor be raised otherwise or in any other manner by the Allottee.
- 14.6 If, however, the submission of the application to the DTCP for obtaining the Occupation Certificate is delayed due to Force Majeure as defined herein, the Commitment Period and/or the Grace Period and/or the Extended Delay Period, as the case may be, shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation whatsoever, including Delay Compensation for the period of such delay.

- 14.7 Under no circumstances shall the possession of the said Apartment be given to the Allottee and the Allottee shall not be entitled to the possession of the said Apartment unless and until the full payment of the Total Sale Consideration and any other dues payable under the Agreement have been remitted to the Company and all other obligations undertaken under this Agreement more specifically as listed below, have been fulfilled by the Allottee to the complete satisfaction of the Company;
- (i) All payments as set forth in Annexure-IV to this Agreement (including the Total Sale Consideration of the said Apartment and interest on delayed installments) or as may become due to the Company from time to time with respect to the said Apartment;
 - (ii) Stamp duty, registration charges and any other incidental charges or dues, required to be paid for due execution and registration of the Conveyance Deed;
 - (iii) Holding Charges and/or any other charges, dues payable by the Allottee to the Company till the date of possession;
 - (iv) Execution of all documents of assurance as may be prescribed by the Company to better enforce the obligations of the Allottee hereunder including affidavits, undertakings, indemnity bonds etc.

Fulfillment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Apartment to the Allottee and subsequent execution and registration of Conveyance Deed. Refusal to fulfill any of the conditions listed above by the Allottee shall amount to a breach of this Agreement and entitle the Company to terminate the Agreement in accordance herewith.

- 14.8 The Allottee hereby agrees and affirms that the issuance of the Occupation Certificate shall be the conclusive evidence that Ireo Gurgaon Hills project and the said Apartment have been fully and properly completed in accordance with the Building Plan. Upon taking possession of the said Apartment, the Allottee shall be deemed to have waived all claims against the Company/ Confirming Parties in respect of the area, specifications, quality, construction, building material used and/or any item, amenity or provision in the said Apartment or Ireo Gurgaon Hills project or which may otherwise be alleged to have been or not been carried out or completed.

15. CONVEYANCE DEED AND STAMP DUTY

- 15.1 Subject to the Allottee fulfilling all its responsibilities stipulated herein and taking the possession of the said Apartment in accordance with the Notice Of Possession, the Company along with the Confirming Parties shall prepare and execute a Conveyance Deed to convey the title of the said Apartment in favour of the Allottee.
- 15.2 The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Company.

In the event that the execution of the Conveyance Deed is delayed for any reason whatsoever beyond the reasonable control of the Company/ Confirming Parties, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges, before the execution of the Conveyance Deed.

- 15.3 The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the said Apartment or which form a condition of ownership of the said Apartment shall survive the conveyance of the said Apartment in favour of the Allottee and all such obligations and covenants of the Allottee including without limitation, the obligations contained in clauses 3.6, 3.7, 3.8, 3.9, 8, 10.11, 11, 12, 15.3, 16.4, 17, 18, 19.2, 19.3,19.4, 19.5, 20.4, 22.3, 24.1, 24.3, 24.4, 30 and 33 shall attach with the said Apartment within the meaning of Section 31 of the Transfer of Property Act 1882 (“**TP Act**”) and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including its tenants/licensees/ occupiers for the time being.
- 15.4 The stamp duty, registration charges and any other incidental charges or dues, required to be paid for the registration of the Conveyance Deed or any other documents pursuant to this Agreement, as well as the administrative/facilitation charges therefor as per the policy of the Company for facilitation of registration thereof shall be borne by the Allottee.
- 15.5 That in case the Allottee has taken any loan from any bank/financial institution for the said Apartment, the original transfer documents including the Conveyance Deed shall be directly handed over to the lending institution, if so required by them.

16 NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT

- 16.1 The Allottee understands and agrees that until the Conveyance Deed is executed, it shall not have any right to transfer/assign this Agreement in favour of any other person.
- 16.2 Notwithstanding the above restriction, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee of the Allottee, on a case to case basis only after the receipt of 30% of the Total Sale Consideration, subject always to payment of the administrative charges and/or transfer charges in accordance with the Company’s policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominee(s)/assignee(s)/ transferee(s), to the complete satisfaction of the Company and in the format finalized by the Company.
- 16.3 In the event the Allottee has obtained finance/loan against the said Apartment from any financial institution/bank, then a No Objection Certificate/letter (NOC) by such financial institution/bank shall also be submitted to the Company in a format approved by the Company, permitting/consenting to the requested assignment/transfer, by the Allottee. It is however made clear that the Allottee does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion for which rests with the Company and the Allottee agrees and consents that the Company is entitled to reject the requested assignment/transfer of this Agreement without assigning any reasons, even though

it may have done so in any other person's case previously or may do so subsequently.

- 16.4 In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes to keep the Company and the Confirming Parties saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.) or any other adverse consequence whatsoever on account of such permission being accorded by the Company to the request of the Allottee.
- 16.5 In the event of the assignment/transfer of the Allottee's rights under this Agreement in favour of any third person as its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of Allotment or any other document executed in this respect by the Allottee as if the same had been executed by such nominee(s) itself. Any claims or disputes between the Allottee and its nominee(s) including those as a result of subsequent increase/decrease in the Specific Area of the said Apartment or its location will be settled between them and the Company will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/transfer of the Agreement. In the event there are any executive instructions, governmental orders, or any statutory notification, which restricts the transfer/assignment of the said Agreement, the Company as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental orders as the case may be.

17 MAINTENANCE

- 17.1 The Allottee has been made aware that the maintenance of Ireo Gurgaon Hills project shall be handed over to the RWA by the Company. The Allottee has been informed and understands that the IFMS amounts payable by it and set out herein shall be entrusted/transferred by the Company to the account of the RWA.
- 17.2 The Allottee agrees and undertakes to pay the Interest Free Maintenance Security ("IFMS") at the rate of Rs. 100/- (Rupees One Hundred Only) per sq. ft. of the Super Area of the said Apartment to be paid in accordance with the Payment Plan. The Allottee shall be bound to make further contributions to the IFMS as and when any demand for this purpose is raised on it by the RWA. The Allottee shall also be bound to make payment of the maintenance charges to the RWA from the date of grant of the Occupation Certificate irrespective of the date of actual possession by the Allottee.

18 CLUB/RECREATIONAL FACILITIES

The Company/Confirming Parties shall develop at their own cost an appropriate club/recreational facility, which shall in due course be transferred to a qualified third person, to own, manage and operate such facility on such terms and conditions as the Company/Confirming Parties may deem fit at their sole discretion. The Allottee shall be required to subscribe to the membership of the club/recreational

facility and pay the one time non-refundable club membership charges (applicable for 20 years) at the rate of Rs. _____/- in accordance with the Payment Plan, Annexure-IV. The Allottee's right to use such facility shall at all times be contingent on due and faithful observance by the Allottee of all the rules, bye-laws and conditions as well as payment of the club membership charges and routine club usage charges as may be stipulated by such third person transferee and /or the Company periodically. The membership shall be transferable for the balance term upon sale of the Apartment, subject to payment of such transfer charges as may be prescribed by the management of the club/recreational facility from time to time.

19 STATUTORY COMPLIANCES AND OTHER OBLIGATIONS

- 19.1 The Company has made it expressly clear to the Allottee that the rights of the Company in the said Apartment agreed to be conveyed/sold/transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
- 19.2 The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of Ireo Gurgaon Hills project by virtue of the License and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Apartment and/or Ireo Gurgaon Hills project or as imposed or may be imposed in future under any applicable law.
- 19.3 The Allottee shall not use/cause to be used the said Apartment for any purpose except residential use and not permit any commercial activity, and shall always ensure that the said Apartment shall only be put to residential use. Furthermore, the Allottee specifically undertakes not to use the said Apartment or suffer it to be used in any manner and/or for any activity that is prohibited/ irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature in Ireo Gurgaon Hills project.
- 19.4 The Allottee undertakes and agrees that any violation of the following shall entitle the Company or the RWA to enter into the said Apartment wherever necessary and reverse such violation at the cost of the Allottee;
- 19.4.1 The Allottee shall not cover or construct on the balcony(ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
- 19.4.2 The Allottee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the Buildings or the said Apartment.
- 19.4.3 The Allottee shall not under any circumstances do or allow any alteration/modification/change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the RWA/Company in writing.

- 19.4.4 In every case where the lawn area has been reserved exclusively for the dedicated use of the said Apartment, the Allottee agrees to keep the nature and use of the same as a lawn only and further undertakes that it shall not build over or enclose the same in any manner, or raise any structure/construction thereon or conduct any activity that would amount to changing the nature or use of the said lawn. Furthermore, the Allottee specifically undertakes not to use the lawn area in any manner and/or for any activity that is prohibited/illegal/hazardous, or which may cause nuisance to the other inhabitants of IREO Gurgaon Hills project. However, it is hereby clarified that the Allottee may carry out gardening activities in the lawn area and place/use appropriate garden furniture in the lawn area.
- 19.5 For reasons of better planning of the Ireo Gurgaon Hills project and to the extent stipulated in the terms of the various consents and assurances granted to the Confirming Parties as well as the bilateral and other agreements/documents executed with the DTCP /the Government of Haryana, specified units may be/shall be constructed as EWS units, commercial areas, club, school, if any provided, or any other construction as is required/permissible by the DTCP under the License, all of which shall be separately transferred by the Company/Confirming Parties in the manner permitted by law and the Allottee agrees that it shall have no right, title or interest whatsoever in any such EWS units, commercial areas, club, school, if any provided, or any other construction as is required/permissible by the DTCP under the License.

20 HARYANA APARTMENT OWNERSHIP ACT, 1983

- 20.1 Prior to entering into this Agreement, the Allottee has confirmed and assured the Company that it has read and understood the Apartment Act, and the implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that it shall comply with the provisions of the Apartment Act, or any statutory amendments or modifications thereof or any rules and regulations made thereunder, in a manner so that the provisions of this Agreement are not violated.
- 20.2 The Common Areas, common facilities and the undivided interest of each apartment allottee of Ireo Gurgaon Hills project in the Common Areas and facilities consistent with this Agreement shall be fixed and specified by the Company in its Declaration to be filed in compliance with the Apartment Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that its right, title and interest in the Apartment/Common Areas/ Ireo Gurgaon Hills project shall be limited thereto. It is made clear that the Company/Confirming Parties shall be the sole owner of such areas, unsold apartments, parking spaces, EWS units, commercial areas, club, school, if any, or any other construction as is required/permissible by the DTCP under the License, and the Company/Confirming Parties shall be entitled to transfer or part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no claim whatsoever therein. It is further clarified that all such areas which have not been specifically sold herein and which do not form part of the Common Areas set out in the Declaration, shall continue to vest with the Company/Confirming Parties who shall be free to deal therewith in accordance with law.

- 20.3 The Allottee hereby agrees and undertakes to become a member of the RWA as and when it would be formed by the Company/Confirming Parties on behalf of all the apartment owners and to complete the documentation and fulfill its obligations as may be required under the Apartment Act promptly on being called upon by the Company and for this purpose such obligations and documentation may include *inter alia* amongst others the execution of Conveyance Deed of the said Apartment, submission of the RWA membership form, payment of subscription charges/fees, etc. The fulfillment of the compliances by the Allottee as agreed above or otherwise under the Apartment Act shall be, wherever possible, a precondition to be fulfilled before the execution of the Conveyance Deed for the Apartment in favour of the Allottee. The Deed of Apartment for the said Apartment shall be executed only after the Conveyance Deed for the said Apartment has been registered and the Declaration for Ireo Gurgaon Hills project has been filed. Execution of the Deed of Apartment by the Allottee shall be a pre-condition for becoming a member of the RWA.
- 20.4 The Allottee in its individual capacity as well as the prospective member of the RWA or any other association/collection of apartment owners in the Ireo Gurgaon Hills project, hereby confirms and agrees that subject to section 22 of the Apartment Act in the event of redevelopment of the IREO Gurgaon Hills project at any time in future on account of any Force Majeure event or for any other reason(s) whatsoever, the Company shall be offered the right of first refusal for carrying out such redevelopment of the IREO Gurgaon Hills project. This Clause shall survive the conveyance of the said Apartment to the Allottee and the said shall attach with the said Apartment within the meaning of Section 31 of the TP Act.

21 MORTGAGE, FINANCE AND FIRST CHARGE

- 21.1 The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Allottee. The Allottee clearly understands that the conveyance of the said Apartment in favour of the Allottee is contingent on the payment of the Total Sale Consideration and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.
- 21.2 Without prejudice to the provisions contained in Clause 21.1, the Allottee hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, *inter alia* by way of charge/mortgage of IREO Gurgaon Hills or any part thereof including the said Apartment subject only to the condition that a NOC for the said Apartment shall be obtained from the said institution, company or bank either before the execution of the Conveyance Deed or the execution of a tripartite agreement with the respective institution, company or bank financing a home loan for the said Apartment, as the case may be.
- 21.3 Subject to Clause 21.2 above, the Allottee further agrees that the provisions of this Agreement are and shall continue to be subject to and subordinate to the lien or any mortgage heretofore or hereafter made/created by the Company and furthermore

such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Allottee from completing the payment of the Total Sale Consideration of the said Apartment or performing all the other obligations hereunder or be the basis of any claim against the Company.

22 TIME IS OF ESSENCE; TERMINATION AND FORFEITURE OF EARNEST MONEY

22.1 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement or exercise of any options wherever and whenever indicated herein this Agreement, including without limitation, its obligations to make timely payments of the Total Sale Consideration as well as other deposits and amounts, including any interest, in accordance with this Agreement shall be of essence under this Agreement. If the Allottee neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or acts in any manner contrary to any undertaking assured herein or fails to exercise the options offered by the Company within the stipulated period or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Allottee by respective due dates or in case of default by the Allottee as described in Clause 7.7 herein, the Company shall be entitled to cancel the allotment and terminate this Agreement in the manner described hereunder.

22.1.1 In case any failure or breach committed by the Allottee is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Allottee or where the Allottee is a repetitive defaulter or such failure or default is continuing despite the Allottee being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company with immediate effect at its sole option by written notice ("**Notice of Termination**") to the Allottee intimating to the Allottee the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.

22.1.2 In all other cases not covered under the Clause 22.1.1, the Company shall give to the Allottee a notice calling upon it to exercise the option or rectify the breach set out in the said notice within the time given therein. In the event that the Allottee fails to establish to the satisfaction of the Company that the said failure or breach has been rectified by it or the option has been exercised by it within the stipulated time, the Company may proceed to terminate this Agreement in the manner set out in Clause 22.1.1 above and to the same effect.

22.2 The Company shall always, so far as possible be bound to address all concern(s) raised by the Allottee with respect to the Company's obligations under this Agreement or the said Apartment or with respect to its bona fides or the conduct of its business or pertaining to any matters covered under or arising from this Agreement or the proposed sale of the said Apartment. In the event that the Company is unable to address any such complaint(s) or concern(s) raised by the Allottee satisfactorily, or such act, deed or thing complained of is of such nature that it is, in the opinion of the Company, incapable of resolution, the Company may, at its sole discretion, instead refund to the Allottee all its paid up installments (excluding

any interest paid/payable by the Allottee on any delayed payment, brokerage/commission, paid up taxes, if any) along with simple interest at the rate of 8% per annum. Consequent upon communication to this effect to the Allottee, this Agreement shall stand terminated forthwith and no other claim, whatsoever, monetary or otherwise shall lie against the Company and/ or the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.

- 22.3 The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the sole opinion of the Company, (a) the allotment of the said Apartment has been obtained through fraud, misrepresentation, misstatement or concealment / suppression of any material fact, **OR** (b) the Allottee has violated or violates any of the directions, rules and regulations framed by the Company or the RWA or by any regulatory or statutory body or competent authority, including the DTCP. The conditions contained in this Clause shall also apply to the conveyance of the said Apartment and shall attach with the said Apartment within the meaning of Section 31 of the TP Act.
- 22.4 For the removal of doubts, it is clarified and the Allottee consents that the dispatch of the Notice of Termination or any cancellation letter by the Company on any ground whatsoever, whether hereunder or otherwise, would be deemed to sufficiently and by itself constitute termination of this Agreement and no further act on the part of the Company would be necessary for this purpose, notwithstanding the pendency of any consequential event or act of the parties including, whether or not the refund cheque has been dispatched by the Company, or if dispatched, it has not been received by the Allottee or if received, whether such refund cheque remains unencashed by the Allottee. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the said Apartment afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto. Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Company/Confirming Parties, as it acknowledges that its interest in the said Apartment has expired with the Notice of Termination and what remains at best is a money dispute and the Allottee further acknowledges that the Company would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Allottee agrees, cannot be quantified in monetary compensation/ damages alone.
- 22.5 The Allottee understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Allottee to the Company, without any interest, and after forfeiting and deducting the Earnest Money, interest on delayed payments, brokerage/commission/charges, service tax (if any) and other amounts due and payable to it, only after resale of the said Apartment. Upon termination of this Agreement by the Company, save for the right to refund, if any to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Company and/or the Confirming Parties which, if any, shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Company shall thenceforth be free to deal with the said Apartment in any manner whatsoever, in its sole and absolute discretion and in the event that the Allottee has taken possession of the said Apartment, then the Company shall also be entitled to re-enter and resume possession of the said Apartment and everything whatsoever contained

therein and in such event, the Allottee and/or any other person/occupant of the said Apartment shall immediately vacate the said Apartment and otherwise be liable to immediate ejection as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Allottee.

23 LIMITED RIGHT OF CANCELLATION BY THE ALLOTTEE

- 23.1 Except to the extent specifically and expressly stated elsewhere in this Agreement allowing the Allottee to withdraw from this Agreement, the Allottee shall only have the very limited right to cancel this Agreement solely in the event of the clear and unambiguous failure of the warranties of the Company/Confirming Parties that leads to frustration of this Agreement on that account. In such case, the Allottee shall be entitled to a refund of the installments actually paid by it along with interest thereon at the rate of 8% per annum, within a period of 90 days from the date of a determination to this effect. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee.
- 23.2 Save and except to this limited extent, the Allottee shall not have any right to cancel this Agreement on any ground whatsoever.

24 GENERAL CLAUSES

- 24.1 The Allottee understands and agrees that all costs, charges, fees, deposits payable for the electricity connection including but not limited to the advance consumption deposit, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges, minimum monthly charges etc., as well as all installation or other charges including deposits with respect to the provision of any other facility/utility have not been included in the Total Sale Consideration and the same shall also be payable by the Allottee as and when demanded by the Company or the RWA.
- 24.2 Adequate fire fighting equipment as per law will be installed by the Company in Ireo Gurgaon Hills project and any increase in the cost by way of additional equipment as required by the competent authority(ies) or deemed necessary by the Company or the RWA shall be paid on demand by the Allottee proportionately.
- 24.3 The Allottee agrees that the Company shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of the Ireo Gurgaon Hills project. The Allottee further agrees and undertakes that it shall not, at any time whether before or after taking possession of the said Apartment, have any right to object to the Company constructing or continuing with the construction of any other building(s)/structures in Ireo Gurgaon Hills project or putting up additional floors to any of the existing towers/Buildings in Ireo Gurgaon Hills project or undertaking modification of any unsold apartment/units/areas therein. The Allottee further agrees that it shall not claim any compensation or withhold the payment of any

charges, on the ground that the infrastructure required for Ireo Gurgaon Hills project is not yet complete, or on any other ground whatsoever.

- 24.4 The Allottee shall not be entitled to claim partition of its share out of the Common Areas as designated in the Declaration or otherwise in the Ireo Gurgaon Hills project at any point of time and the same shall always remain undivided and impartible.
- 24.5 The Company shall carry out the internal development within Ireo Gurgaon Hills project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Ireo Gurgaon Hills project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Company is dependent on the Government for providing such external linkage. As and when the State Government/DTCP provide the external linkages for these services, the Allottee shall also pay such proportionate charges including the facilitation charges as may be incurred by the Company for completing the external connections for all or any of the above services as well as the infrastructure required to be laid therefor.

25 FORCE MAJEURE

- 25.1 The Company/Confirming Parties shall not be held responsible or liable in any manner for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented or delayed due to Force Majeure.
- 25.2 On the occurrence of any Force Majeure situation, the Company/Confirming Parties shall be entitled either for extension of time corresponding to continuance of the Force Majeure circumstances or offer an alternative apartment nearest in size or price structure/PLC as available at other location, subject to availability of the same. Proportionate Total Sale Consideration for such substitute apartment as prevailing on the date of booking shall be applicable in such a case. In the event such substitute alternate apartment is not available or the offered substitute alternative apartment is not acceptable to the Allottee then the Allottee shall be entitled to full refund of its paid up installments (excluding any interest paid/payable by the Allottee on any delayed payment) along with interest at the rate of 8% per annum. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- 25.3 If on account of Force Majeure, the Company/Confirming Parties decides in their sole discretion to abandon the Ireo Gurgaon Hills project, then in that event the Allottee hereby authorizes the Company to refund the amounts received from him/them with simple interest at the rate of 8% per annum excluding interest paid/payable by the Allottee on any delayed payment and the Allottee hereby confirms that it shall not make any other claim on the Company/Confirming Parties whatsoever.

26 BINDING EFFECT

The act of forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly, the Allottee signs and delivers all copies of this Agreement to the Company with all its Annexures along with the payments due as stipulated in the Payment Plan thereof, within 30 (thirty) days from the date of dispatch by the Company and secondly, the Allottee's copy of this Agreement is duly executed by the Company and the Confirming Parties through their authorized signatories and dispatched by the Company to the Allottee.

27 COPIES OF THE AGREEMENT/COUNTER PARTS

This Agreement shall be executed in 3 counterparts; 1 master copy with the stamp duty duly affixed thereon along with 2 other contemporaneous copies (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be the original and all the counterparts shall constitute one and the same instrument. The Company shall retain the master copy along with an additional contemporaneous copy with itself and return the one remaining contemporaneous copy, duly executed by it and the Confirming Parties, to the Allottee for its record.

28 BROKERAGE

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the said Apartment, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Total Sale Consideration agreed to be payable to the Company for the said Apartment.

29 DUE DILIGENCE

It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Company and the Confirming Parties to develop and market the said Apartment in Ireo Gurgaon Hills project on the said Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company/Confirming Parties to convey the said Apartment.

30 ADDRESSES FOR COMMUNICATION AND NOTICES

30.1 The Allottee is getting its complete address for correspondence noted herein below at the time of executing this Agreement and all communication/notices /correspondence sent to the respective Parties on their below mentioned addresses by way of reputed courier or registered post or speed post or UPC or more than one amongst any of the aforesaid, with acknowledgement due, shall be deemed to be validly served on them within 5 days from the date of dispatch or the actual date of receipt, whichever is earlier:

**In the case of the
Company**

**In the case of the
Allottee**

- 30.2 It shall be the responsibility of the Allottee to inform the Company about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Company, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee within the 5 days from the date of dispatch of such communication by courier or registered post or speed post or UPC or actual receipt of the such communication or letter whichever is earlier.
- 30.3 In case there are joint Allottees, all communication shall be sent by the Company to the Allottee whose name appears first in the memo of the parties hereinabove at the address given by it and such communication sent to the first named amongst the joint Allottees shall for all intents and purposes be deemed to have been validly served on all the Allottee(s) and no separate communications shall be necessary to the other named Allottee(s).
- 30.4 In all communications to the Company, the reference to the said Apartment identification number/address must be mentioned clearly.

31 WAIVER

There shall be no waiver of the rights available herein to the Company, the Confirming Parties. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of such right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every right and provision hereof.

32 SEVERABILITY

If any provision(s) of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.

33 INDEMNITY

With effect from the date of taking possession of the said Apartment, the Allottee agrees to indemnify and to keep the Company/ Confirming Parties and their assignees, nominees, their officers/employees as well as the other occupants/owners of Ireo Gurgaon Hills project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any law for the time being in force or the stipulations applicable to the Allottee or the said Apartment hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

34 PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's Corporate office at Gurgaon, Haryana (India) after all the copies duly executed by the Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Gurgaon even if the Allottee has prior thereto executed this Agreement at any place(s) other than Gurgaon.

35 DISPUTE RESOLUTION BY ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and the Allottee hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator in Gurgaon. The language of the arbitration proceedings and the Award shall be in English. The expenses for the arbitration including Arbitrator's fee, counsel fee, connected legal and administrative expenses shall be to the account of the unsuccessful party to the arbitration. The obligations of both the Parties for the period of such arbitration and further legal proceedings thereupon, if any, shall remain suspended and unless ordered otherwise, each Party shall be exempted from the performance of its obligations during such period.

36 GOVERNING/APPLICABLE LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

37 JURISDICTION

Subject to the Arbitration clause, the Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Agreement on the day, month and year first above written.

FOR AND ON BEHALF OF
IREO Pvt. Ltd.

(ALLOTTEE)

(Authorized Signatory)
Company

FOR AND ON BEHALF OF CONFIRMING
PARTIES:

1. M/s Nucleus Conbuild Pvt. Ltd.
2. M/s Massif Conbuild Pvt. Ltd.

(Authorized Signatory)

WITNESSES:

1.
Signature: _____

2.
Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Annexure-I
Specifications

A. CIVIL WORKS

1. BRICK WORK

The Allottee shall carry out brick work by providing and constructing brick masonry of thickness 230 mm/ 115mm or as specified in super structure for any shapes, fins, projections, in shafts, under counter / platform / cupboards, using selected quality burnt clay FPS bricks of class designation 75 laid in cement mortar 1:6 (1 cement: 6 coarse sand) mix, joints finished, flush/ raked to 10 mm depth including scaffolding, curing complete as per specification and drawing or as directed by Engineer Incharge.

The brick work shall be classified according to the class designation of bricks used. The mortar for the brick work shall be as specified, and conform to accepted standards. Lime shall not be used where reinforcement is provided in brick work. Bricks shall be soaked in water before use for a period for the water to just penetrate the whole depth of the bricks. Alternatively bricks may be adequately soaked in stacks by profusely spraying with clean water at regular intervals for a period not less than six hours. The bricks required for masonry work using mud mortar shall not be soaked. When the bricks are soaked they shall be removed from the tank sufficiently early so that at the time of laying they are skin-dry. Such soaked bricks shall be stacked on a clean place where they are not again spoiled by dirt earth etc.

Bricks shall be laid in English Bond unless otherwise specified. For brick work in half brick wall, bricks shall be laid in stretcher bond. Half or cut bricks shall not be used except as closer where necessary to complete the bond. Closers in such cases, shall be cut to the required size and used near the ends of the wall. Header bond shall be used preferably in all courses in curved plan for ensuring better alignment.

All loose materials, dirt and set lumps of mortar which may be lying over the surface on which brick work is to be freshly started, shall be removed with a wire brush and surface wetted. Bricks shall be laid on a full bed of mortar, when laying, each brick shall, be properly bedded and set in position by gently pressing with the handle of a trowel. Its inside face shall be buttered with mortar before the next brick is laid and pressed against it. Joints shall be fully filled and packed with mortar such that no hollow spaces are left inside the joints.

The walls shall be taken up truly in plumb or true to the required batter where specified. All courses shall be laid truly horizontal and all vertical joints shall be truly vertical. Vertical joints in the alternate course shall come directly one over the other. Quoin, Jambs and other angles shall be properly plumbed as the work proceeds. Care shall be taken to keep the perpends properly aligned within following maximum permissible tolerances:

- i. Deviation from vertical within a storey shall not exceed 6 mm per 3 m height.

- ii. Deviation in verticality in total height of any wall of building more than one storey in height shall not exceed 12.5 mm.
- iii. Deviation from position shown on plan of any brick work shall not exceed 12.5 mm.
- iv. Relative displacement between load bearing wall in adjacent storeys intended to be vertical alignments shall not exceed 6 mm.
- v. A set of tools comprising of wooden straight edge, masonic spirit levels, square, 1 metre rule line and plumb shall be kept on the site of work for every 3 masons for proper check during the progress of work.

All quoins shall be accurately constructed and the height of brick courses shall be kept uniform.

This will be checked using graduated wooden straight edge or storey rod indicating height of each course including thickness of joints. The position of damp proof course, window sills, bottom of lintels, top of the wall etc. along the height of the wall shall be marked on the graduated straight edge or storey rod. Acute and obtuse quoins shall be bonded, where practicable in the same way as square quoins.

Obtuse quoins shall be formed with squint showing three quarters brick on one face and quarter brick on the other.

The brick work shall be built in uniform layers.

No part of the wall during its construction shall rise more than one metre above the general construction level. Parts of wall left at different levels shall be raked back at an angle of 45 degrees or less with the horizontal. Tothing shall not be permitted as an alternative to raking back. For half brick partition to be keyed into main walls, indents shall be left in the main walls.

All pipe fittings and specials, spouts, hold fasts and other fixtures which are required to be built into the walls shall be embedded, as specified, in their correct position as the work proceeds unless otherwise directed by the Engineer-in-Charge.

Top courses of all plinths, parapets, steps and top of walls below floor and roof slabs shall be laid with brick on edge, unless specified otherwise. Brick on edge laid in the top courses at corner of walls shall be properly radiated and keyed into position to form cut (maru) corners as shown in Where bricks cannot be cut to the required shape to form cut (maru) corners, cement concrete 1:2:4 (1 cement:2 coarse sand : 4 graded stone aggregate 20 mm nominal size) equal to thickness of course shall be provided in lieu of cut bricks.

Bricks shall be laid with frog (where provided) up. However, when top course is exposed, bricks shall be laid with frog down. For the bricks to be laid with frog down, the frog shall be filled with mortar before placing the brick in position.

In case of walls one brick thick and under, one face shall be kept even and in proper plane, while the other face may be slightly rough. In case of walls more than one brick thick, both the faces shall be kept even and in proper plane.

To facilitate taking service lines later without excessive cutting of completed work, sleeves (to be paid separately) shall be provided, where specified, while raising the brick work. Such sleeves in external walls shall be sloped down outward so as to avoid passage of water inside.

Top of the brickwork in coping and sills in external walls shall be slightly tilted. Where brick coping and sills are projecting beyond the face of the wall, drip course/throating (to be paid separately)

shall be provided where indicated.

Care shall be taken during construction that edges of jambs, sills and projections are not damaged in case of rain. New built work shall be covered with gunny bags or tarpoulin so as to prevent the mortar from being washed away. Damage, if any, shall be made good to the satisfaction of the Engineer-in-Charge.

Vertical reinforcement in the form of bars (MS or high strength deformed bars or thermo-mechanically treated bars as per direction of Engineer-in-Charge), considered necessary at the corners and junction of walls and jamb opening doors, windows etc. shall be encased with cement mortar not leaner than 1:4 (1 cement : 4 coarse sand), or cement concrete mix as specified. The reinforcement shall be suitably tied, properly embedded in the foundation and at roof level. The dia. of bars shall not be less than 8 mm and concrete grade shall be minimum 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size).

In retaining walls and the like, where water is likely to accumulate, weep holes, 50 to 75 mm square shall be provided at 2 m vertically and horizontally unless otherwise specified. The lowest weep hole shall be at about 30 cm above the ground level. All weep holes shall be surrounded by loose stones and shall have sufficient fall to drain out the water quickly.

Work of cutting chases, wherever required to be made in the walls for housing G.I. pipe, CI pipe or any other fixtures shall be carried out in various locations as per guidelines given below:

- i. Cutting of chases in one brick thick and above load bearing walls.
 - a. As far as possible services should be planned with the help of vertical chases. Horizontal chases should be avoided.
 - b. The depths of vertical chases and horizontal chases shall not exceed one-third and one-sixth of the thickness of the masonry respectively.
 - c. When narrow stretches of masonry (or short length of walls) such as between doors and windows, cannot be avoided they should not be pierced with openings for soil pipes or waste pipes or timber joints, etc. Where there is a possibility of load concentration such narrow lengths of walls shall be checked for stresses and high strength bricks in mortar or concrete walls provided, if required.
 - d. Horizontal chases when unavoidable should be located in the upper or lower one-third of height of storey and not more than three chases should be permitted in any stretch of a wall.
 - e. No continuous horizontal chase shall exceed one metre in length. Where unavoidable, stresses in the affected area should be checked and kept within the permissible limits.
 - f. Vertical chases should not be closer than 2 m in any stretch of a wall. These shall be kept away from bearings of beams and lintels. If unavoidable, stresses in the affected area should be checked and kept within permissible limits.
 - g. Masonry directly above a recess, if wider than 30 cm horizontal dimension) should be supported on lintel. Holes in masonry may be provided upto 30 cm width and 30 cm height without any lintel. In the case of circular holes in the masonry, no lintel need be provided for holes upto 40 cm in diameter.
- ii. Cutting of chases in half brick load bearing walls:

No chase shall be permitted in half brick load bearing walls and as such no recessed conduits and concealed pipes shall be provided with half brick thick load bearing walls.
- iii. Cutting of chases in half brick non-load bearing wall:

Services should be planned with the help of vertical chases. Horizontal chase should be

provided only when unavoidable.

Joints: The thickness of all types of joints including brick wall joints and cross joints shall be such that four course and three joints taken consecutively shall measure as follows:

- i. In case of modular bricks conforming to IS 1077 specification for common burnt clay buildings bricks, equal to 39 cm.
- ii. In case of non-modular bricks, it shall be equal to 31 cm.

Note: Specified thickness of joints shall be of 1 cm. Deviation from the specified thickness of all joints shall not exceed one-fifth of specified thickness.

Finishing of Joints: The face of brick work may be finished flush or by pointing. In flush finishing either the face joints of the mortar shall be worked out while still green to give a finished surface flush with the face of the brick work or the joints shall be squarely raked out to a depth of 1 cm while the mortar is still green for subsequently plastering. The faces of brick work shall be cleaned with wire brush so as to remove any splashes of mortar during the course of raising the brick work. In pointing, the joints shall be squarely raked out to a depth of 1.5 cm while the mortar is still green and raked joints shall be brushed to remove dust and loose particles and well wetted, and shall be later refilled with mortar to give ruled finish. Some such finishes are 'flush', 'weathered', ruled, etc.

Curing: The brick work shall be constantly kept moist on all faces for a minimum period of seven days. Brick work done during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.

2. GYPSUM PARTITION PANELS

Panels are stored in a dry place and water should not come in contact with panels during or after construction. If the panels get wet, they should be dried before use.

The floor should be perfectly level before laying the first course. All panels must be properly aligned to the plumb. Successive layer of panels must be alternatively staggered so that vertical joints are not in the same line.

The recommended quantity of Gypsum Bonding Plaster must be used for joints and filling the grooves made for conduits, pipelines, etc. Excess Bonding Plaster must be scooped and removed, so that the joints and the places where the grooves are filled in are flush and even.

The walls should be dry and sanding done properly especially at joints before the primer is applied so that the surface is even and joints will not be visible after painting. Avoid chasing with chisel and hammer. Use electrical saw or grooving tools for conduiting etc.

The recommended span of walls is maximum 6 meters and maximum height is 4.5 meters.

Gypsum panel can easily be cut with coarse tooth hand saw, electric jigsaw, etc. The panels can be cut, sawn, drilled, milled or dowelled on the job. For concealed piping and conduit, the depth of groove should not exceed 50 mm. Hammer and chisel techniques to form chases must be avoided.

Sanding: This application is to make the surface level without undulations. To make the gypsum wall surface level (in particular at joints, where there is excess bonding plaster), do sanding with sand paper at joints and other places, wherever you find uneven surface, otherwise joints will be visible after painting. It is important to sand all joints uniformly.

Primer Application: The purpose of the primer is to give a better adhesion to the paint and also to reduce consumption of paint on the wall. Water thinable primers shall be used only.

3. PLASTERING

The Allottee shall carry out plastering by providing and applying 12 to 15mm thick plaster to masonry and RCC walls, columns etc. in cement mortar 1:5 (1 cement : 5 fine and coarse sand in equal proportion) finished smooth including scaffolding, curing, making grooves at desired location etc. complete as per drawing.

- a. The joints in the brick work, concrete blocks, shall be raked to a depth of 15 mm while the masonry is green. Concrete surfaces to receive plaster shall be suitably roughened. All walls shall be washed with water and kept damp for 10 hours before plastering.
- b. The plaster unless specified otherwise shall be average of 15 mm thick on walls and minimum 6 mm thick for the ceiling. The finished texture shall be as approved by the Engineer in Charge. The mix for plaster unless otherwise specified, shall be one part cement and four parts sand, to walls and one part cement, 3 parts sand to ceiling.
- c. The interior plaster shall be applied in one coat only. The surface shall be trowelled smooth to an approved surface. All plaster work shall be kept continuously wet for seven days.
- d. The external plaster shall be minimum 20 mm. Preparations of walls to receive plaster work shall be the same as in internal plaster. Both layers of all external plaster shall be waterproofed with approved water proofing powder added to cement in proportion of 1.5 Kg. to 50 Kg. of cement as per the manufacturers' instruction, for both the coats.
- e. For sand faced cement plaster, the finishing coat shall be in cement mortar 1:3, sand used shall be of selected colour, properly graded and washed so as to give a grained texture. Finishing plaster coat shall be 8 mm thick, uniformly applied and surface finished with special rubbing by sponge pads and other tools and recommended by the Engineer in Charge.
- f. For rough cast plaster, the backing shall be floated with 3 mm thick cement mortar 1:4 with fine sand, spread in small areas not exceeding 2 Sq.mt. at a time. While this coat is still wet, the rough cast containing a mixture of 1 part of cement, 2 parts of fine sand and 1 part of gravel, 3 to 6 mm size, shall be dashed on the floating coat, to a uniform thickness of 15 mm thick and finished even.
- g. If any modification is made in the design drawing during the course of execution of the job, revised design drawings will be issued to the contractor. Further changes arising out of these shall be incorporated by the contractor in the fabrication drawings already prepared at no extra cost and the revised fabrication drawings shall be duly got reviewed as per the above Clauses.

4. POP WORKS

The Allottee shall carry out POP works by providing and applying plaster of paris (super fine quality) punning with minimum thickness of 10 mm and finish the surface smooth in line and level to the entire satisfaction of engineer incharge including scraping and hacking the existing finished

surfaces, scaffolding etc. complete as per drawing.

5. FALSE CEILING

The Allottee shall carry out false ceiling works by providing and fixing suspended false ceiling, which includes providing and fixing GI perimeter channels of size 0.55mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along with perimeter of ceiling, screw fixed to brick wall/partition with the help of nylon sleeves and screws, at 610mm centers. The suspending GI intermediate channels of size 45mm 0.9mm thick with two flanges of 15mm each from the soffit at 1220mm centers with ceiling angle of width 25mm x10mm x 0.55mm thick fixed to soffit with GI cleat and steel expansion fasteners. Ceiling section of 0.55mm thickness having knurled web of 51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to the intermediate channel with the help of connecting clips and in direction perpendicular to the intermediate channel at 457mm centers.

12.5mm tapered edge Gypboard (conforming to IS-2095 - 1982) is then screw fixed to ceiling section with 25mm drywall screws at 230mm centers. Screw fixing is done mechanically either Finally the boards are to be jointed and finished so as to have a flush look which includes filling as finishing the tapered and square edges of the boards with jointing compound, paper tape and two coats of primer suitable for Gypboard and three or more coats of acrylic emulsion paint, (as per recommended practices of India Gypsum or equivalent) etc. complete including opening to be made for AC grills, light fittings, trap door etc.

6. STONWORK ON COUNTER SLAB

The Allottee shall carry out stone work on counter slab by providing and laying machine cut polished stone slab/ / tile in required size of approved quality in counters fixed over average 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) and joints neatly finish with cement paste mixed with matching pigment including edge chamfering, moulding, making openings/ holes for sink/ wash basin, mixers, soap dispenser, ledge/ surrounding of bath tub, back splash, facia, ledges of shower area etc. as required and mirror polishing of moulding and cut edges, filling silicon at junctions with sanitary fixtures and corners with wall wherever required etc complete as per drawing.

7. CABINETARY

The Allottee shall carry out cabinetry works by making and fixing (as per approved sample) in position built in storage cabinets: boxing and shutters to be in 19mm commercial board of approved make, backing of 6mm thick commercial ply. Shelving as per drawings shall be in 19mm thick commercial board. All the internal exposed surfaces will finish with 0.8 mm thick balancing laminate of approved shade and make. All unexposed wooden surfaces to receive anti-termite treatment with 2 coats of chloropyrphos, 20 EC. Front elevation area to be measured. Hardware to include the following as required:

- a. Self Closing hinges 4nos. for 1800 mm high shutters from approved make.
- b. Handles in SS finish as per, as per approved design.
- c. Telescopic channels from approved make.
- d. Cabinet lock from approved make.

8. WALL HUNG STORAGE CABINET IN VENEERED SHUTTERS

Built-in Storage cabinets 500mm deep 400mm high with melamine polished 4mm th.red oak veneer ply on shutters & exposed external sides as per design.

9. WOOD WORK

9.1 DOOR FRAMES

Frames for doors, windows and clerestory windows shall be in first class teak wood/ hard Wood or other specified. The timber shall be well seasoned and shall have uniform colour, straight grains and shall be free from dead knots, cracks, shakes and sapwood. The moisture content shall not exceed 12 % or shall conform to relevant IS specifications in this regard. The timber shall be treated with anti - termite preservations. The joint in door frames shall be of dove - tailed, mortise & tenon or as approved. The joints shall fit in fully and accurately without wedging or filling. The joints shall be glued, framed, put together and pinned with hardwood or bamboo pins and of not less 10mm dia. All portions of timber abutting against masonry or concrete or embedded in flooring shall be painted with approved wood preservative/bituminous paint to safeguard against termite attack. The doorframes while being placed in position shall be suitably strutted or wedged in order to prevent warping during construction. The frames shall be secured in position with dash fasteners/hold fasts as the case may be.

9.2 FLUSH DOORS

40mm thick or of specified thickness, flush door shutters with core of block board construction as per relevant IS code and hard wood frame and laminated surface. The core of the Flush shutter shall be of block board construction having wooden strips held in a frame constructed of stiles and rails. Each stile and rail shall be a single piece without any joint. The width of the stiles and rails shall not be less than 75mm and not more than 100mm. The width of each wooden strip shall not be exceed 25mm. Wooden strips shall be place parallel to the stiles. The stiles and rails shall be of the same species of timber. All wooden strips shall also be of one species of timber. The adhesive for boarding various components of flush door shutter namely core, core frame lipping, face veneer etc. shall be boiling water proof type, phenol-formaldehyde type synthetic resin adhesive conforming to IS : 848 1974.

9.3 FIRE RESISTANT FLUSH DOORS

50mm thick or of specified thickness, fire resistant flush door shutters with frame of first class Teak wood shall be used. The vision panel of size and location as per architectural detailed drawings shall be provided. The fire doors shall be treated chemically by impregnation for fire resistance with fire rating of two hours.

10 FLOORING WORK

10.1 CEMENT CONCRETE FLOORING

Cement concrete flooring shall be laid as per CPWD specifications 2009 Vol. 1 and Indian standards and shall be in 1:2:4 (1 cement : 2 Coarse sand : 4 graded stone aggregate, 20mm nominal size) . This shall be done in alternate bays not exceeding 10sqm. in areas with dividing strips as per the items. Alternatively panels may be formed by making grooves of suitable size and at suitable spacing. The top surface of the CC flooring shall be given suitable finish like neat cement finish, broom finish etc. as may be specified.

10.2 CEMENT PLASTER SKIRTING

Skirting shall be 20mm thick or as specified or as directed or as indicated on drawings on cement

concrete floors with walls. This shall be of 1:3 (1 cement: 3 coarse sand) mortar and 10cms high or as specified. All junctions shall be rounded off clearly.

10.3 POLISHED KOTA STONE SLAB FLOORING

Kota stone slab flooring shall be as per CPWD specifications and relevant Indian standards. The thickness of the kotastone slab shall be 20/25mm. Machine cut stones of required size shall be used. Refer drawings for pattern and finish chart for execution. The rubbing and polishing shall be as per CPWD specifications and IS code. Skirting shall be similarly done.

10.4 ROUGH KOTA STONE SLAB FLOORING

The flooring shall be made with rough kotastone slabs 30 to 40 mm thick, in size of 60cm x 60cm or as specified, chisel dressed at top, and squarely cut on the edges. The stones shall be laid on mortar bed with description similar to that for polished stone slab flooring. The stone slabs shall have colour as approved by the architect. The joints between the stone slabs shall be recess pointed with neat cement as directed. Stone slabs with pronounced colour differences and unevenly finished or those with flakes shall be rejected.

10.5 PRECAST TERRAZO TILE FLOORING

Precast terrazzo tile flooring shall be as per CPWD specifications 1991 92 Vol. 1 and relevant Indian Standards. Tiles shall be in light shades using white cement and of 20mm thickness or as specified. Rubbing and polishing shall be as per CPWD specifications and IS codes. The floor pattern shall be as indicated on drawings. All tiles shall be of uniform thickness and size. Skirting shall be similarly done. The base mortar shall be in 1: 4 (1 cement: 4 coarse sand). The base mortar shall be laid to required slope and having a minimum thickness of 20mm. Cement slurry @ 2.2 kg/M shall be applied prior to laying 2 cement mortar base. The jointing of tiles/slabs shall be done either with grey cement, white cement or white cement mixed with pigment of suitable colour. The tiles/slabs shall be cut with a motorised cutter to obtain a smooth and straight edge.

10.6 COLOURED CERAMIC TILES

Ceramic tiles of size as specified or as approved by the engineer shall be of required colour/texture. The preparation of surface shall be done as described in CPWD specifications 2009 Vol. 1. For glazed tiles no sub-standard tiles shall be used. The base mortar shall be in 1:4 ratios (1 grey cement: 4 coarse sand). The tiles shall be generally matt finish for flooring and glazed finish for dado unless specified otherwise. The base mortar shall be laid to required slope and having a minimum thickness of 20mm. Cement slurry @ 2.2kg/M shall be applied 2 prior to laying cement mortar base. The jointing of tiles/slabs shall be done either with grey cement, white cement or white cement mixed with pigment of suitable colour. The tiles/slabs shall be cut with a motorised cutter to obtain a smooth and straight edge.

10.7 MARBLE STONE SLAB FLOORING

Marble stone slabs flooring shall be laid as per CPWD specifications 1991-92 and relevant Indian standards. The varieties of marble stone slabs to be used shall be as approved by the architect and of 20mm thickness or as specified. The size of marble slab shall be 120 X 60cm or as directed by the architect. No broken pieces shall be used. All stone slabs shall be machine cut. The rubbing and polishing shall be done as per CPWD specifications and IS codes. The base mortar shall be in 1 : 4 (1 grey cement : 4 coarse sand). The base mortar shall be laid to required slope and having a minimum thickness of 20mm. Cement slurry @ 2.2kg/m shall be applied prior to laying cement mortar base. The jointing of tiles/ slabs shall be done either with grey pigment or white cement or white cement mixed with pigment of suitable colour. The

tiles/slabs shall be cut with a motorised cutter to obtain a smooth and straight edge.

10.8 POLISHED GRANITE STONE SLAB FLOORING

The granite stone slabs shall be 20mm thick or as specified, in brown or grey colour or other approved/ specified colour and polished. The laying shall be done as explained for marble stone slab flooring in CPWD specifications 2009. No broken stone slab shall be used. The size of the Granite slab shall be as approved by the Architect. All stone slabs shall be machine cut. Similarly skirting shall be done. The base mortar shall be in 1 : 4 ratio (1 grey cement : 4 coarse sand). The base mortar shall be laid to required slope and having a minimum thickness of 20mm. Cement slurry @ 2.2kg/m shall be applied prior to laying cement mortar base. The jointing of tiles/slabs shall be done either with grey cement, white cement or white cement mixed with pigment of suitable colour.

10.9 WOODEN FLOORING

Typically laminated wooden flooring is available in 7/ 8mm thick planks of 8" / 16" width & in standard lengths. Can be laid either with glue or with a mechanically inter locking system on the edges of the planks on a foam under lay of 1mm thickness. It is available in various grades of abrasion resistance i. e. AC 1, AC 2, AC 3, & AC 4. AC 2 & AC 3 grades are suitable for laying in bedrooms & other general living areas within the apartment. Available in various shades & textures. Can be laid very fast i.e. within a day, within the entire apartment. Moderately resistant to moisture. Not suitable for wet areas & areas prone to excessive moisture/ water accumulations for long periods. Various brands Pergo, Haro, Chronospan, Chronotex etc. are available in India.

11 SKIRTING

11.1 CEMENT PLASTER

Cement plaster of mix 1 : 6 ratio (1Cement : 6Fine sand) and of 12mm/15mm thickness shall be done on wall. Preparation for mortar shall be as per CPWD specifications 2009 and relevant Indian standards. Grading of sand for plaster work shall be as per IS: 1542 1977.

11.2 METHOD FOR PROVIDING & APPLYING CEMENT PLASTER

The surface to be plastered shall be washed with fresh clean water free from all dirt, loose materials, grease, etc. and thoroughly wetted for six hours before plastering work is commenced. Concrete surfaces to be plastered will however be kept dry. The wall should not be too wet but only damp at the time of plastering. The damping shall be uniform to get uniform bond between the plaster and the wall. The junction between the block work/brick work and RCC should be fixed with chicken wire mesh/PVC strip as directed before plaster. All corners edges, angles, junctions, provision of grooves at junction with ceiling shall be done without any extra cost. The proportion of the mortar shall be as specified under the respective items of work. Cement shall be mixed thoroughly in dry condition and then just enough water added to obtain a workable consistency. The quality of water, sand and cement shall be as mentioned in the specifications for concrete and allied works. The mortar thus mixed shall be used immediately and in no case shall the mortar be allowed to stand for more than 30minutes after mixing with water. The plaster shall be laid in a single coat. The mortar shall be splashed on the prepared surface with a trowel and finished smooth by trowelling. Chicken wire mesh to be used at joints between bricks and concrete. The plastered surface shall be rubbed with iron plate till the surface shows cement paste. The work shall be in line and level. Curing of plaster shall be started as soon as the applied plaster has hardened enough so as not to be damaged. Curing shall be done by continuously applying water in a fine spray. To ensure even thickness and a

true surface, plaster about 15cm X 15cm shall be second applied, horizontally and vertically at not more than 2M intervals over the entire surface to serve as gauges. The surfaces of these gauges shall be truly in the plane of the finished plaster surface. The plaster shall be carried out on jambs, lintel and cill faces top and undersides, etc., as shown in the drawing or as directed by the Engineer.

12 PAINTING

12.1 PAINTING WITH PLASTIC EMULSION PAINT

Painting with plastic emulsion paint shall be as per CPWD specifications 1991 92 and IS : 5411 1969 . Paint shall be of approved manufacture and brand and shall be brought to site of work with original manufacturer's seal. Apply two or more coats over an alkali resistant primer to give an even shade and shall be applied to surfaces such as smooth plaster walls and rough plaster walls etc. All precautions as illustrated in CPWD specifications shall be strictly observed. Plastic emulsion paint shall be applied on the ground made of plaster of paris or directly on the plaster or R.C. Surface.

12.1.1 The VOC limits for interior paints should be as per IGBC. Following are the requirements:

- Non-flat paints - 150g/L
- Flat (Mat) Paints - 50 g/L
- Anti-corrosive/ anti rust paints - 250 g/L
- Varnish - 350 g/L

12.2 FIRE RESISTANT PAINT

The fire resistant paint shall be of an approved brand and shall be applied as per manufacturer's specifications.

12.3 PAINTING WITH ANTI RUST PAINT

The painting shall be done with two or more coats of anti rust paint on new steel work. The application shall be done as per CPWD specifications 2009 and relevant IS codes. The paint shall be of approved brand and manufacture and shall be brought to site of work with manufacturer's seal.

12.4 PAINTING DOORS, WINDOWS RAILINGS AND WALLS ETC. WITH SYNTHETIC ENAMEL

Doors, windows railing and walls etc. which are to be painted as per finishing chart shall be painted with synthetic enamel paint. The painting specifications shall be same as explained in CPWD specifications 1991 92. The paint used shall be free from shaking, spreading etc. Tins brought to site shall be unopened (sealed). No left over paint shall be put back into tins. The Allottee shall take approval from the Company's engineer before start of each of the above activity.

13 WATER PROOFING

Water proofing works shall be carried out by specialised water proofing agencies that have carried out such works, under the supervision of qualified engineers.

13.1 FLOORS :

The Allottee shall carry out water proofing of floors before fixing of floor tiles / marble. This will

consist of following:

- Cleaning the surface of floors thoroughly with wire brush and removal all the loose material.
- Applying one coat of taperete at the ratio of 1: 2 (one part tapecrete + two partcement).
- The water proof area shall be filled with wali for 24 hours before filling with the filler.

The Allottee will take approval from the Company's engineer before start of each of the above activity.

B. PLUMBING

1. All plumbing works shall be carried out as per latest specification of CPWD/ latest I.S. code/ prevalent norms as per National Building Code for plumbing. Make of material and relevant IS codes are as follows;

| S. No. | Description | I.S. code | Brand |
|--------|-------------------------|---------------|------------------------------|
| 1. | G.I. Pipe | IS 1239 | Jindal Hissar/ Prakash Surya |
| 2. | G.I. Fitting | IS 1879 | Unik /DRP M / Zoloto |
| 3. | CPVC pipes and fittings | IS 15778 | Astral / Ajay / Ashirvad |
| 4. | PERT pipes and fittings | DIN 16833 &34 | Georg Fischer |
| 5. | Copper Pipe | BS 2871 | Rajco Metals, Conex |
| 6. | Copper Fitting | BS 864 | Flow Fler |
| 7. | CI pipes and fittings | IS 3989 | NECO |

Selection of following fixtures shall comply to IGBC requirements.

| S.No. | Items | Units | Min.Flow Rates/capacity |
|-------|--|------------------------|-------------------------|
| 1 | Flush Fixtures (Water Closet) | LPF (Litre per Flow) | 6/3 |
| 2. | Flow Fixtures (Lavatory Faucet, Shower & Kitchen Faucet) | LPM (Litre per Minute) | 12 |

2. TESTING

2.1 TESTING FOR INTERNAL DRAINAGE (SOIL/WASTE)

Internal drainage system shall be tested for water tightness and smoke tightness during and after completion of the installation. No portion of the system shall remain untested. All materials used on site must have manufacturer's hydraulic test certificate. All pipes shall be straight and smooth and inside free from irregular bore, blowholes, cracks and other manufacturing defects.

Pipes shall be centrifugally cast (spun) iron pipes conforming to I.S:3989.

(a) Water Test

The pipes shall be tested after installation & before the appliances are connected, preferably in sections so as to limit the static head of 4.5m. The pipe shall be filled with water for at least 10 minutes. After filling, pipes shall be struck with a hammer and inspected for blow holes

and cracks. Then it will be necessary to seal all openings and leaks at joints immediately as observed during the test and all defective pipes shall be rejected and removed from the site.

(b) **Smoke Test**

Alternatively, the contractor may test all soil and waste pipes by smoke testing machine. The smoke test shall be carried out as under:

Smoke shall be pumped into the pipe after plugging all inlets and connections at the lowest points from a smoke testing machine which consists of a bellow & burner. The material usually burnt is greasy cotton waste which gives out a clear pungent smoke which is easily detected by sight as well as by smell, if there is leak at any points of the pipe. The top end shall however be left open. The stack shall then be observed for leakiness and all defective pipes and fittings removed or repaired as directed by the Engineer Incharge / Allottee.

2.2 TESTING FOR INTERNAL WATER SUPPLY

All pipes, fittings and valves, after fixing at site, shall be tested by hydrostatic pressure of 1.5 times the working pressure or 7 kg / sq.cm whichever is more. Pressure shall be maintained for a period of at least thirty minutes without any drop.

Contractor shall rectify all leakages and shall replace all defective materials in the system.

After commissioning of the water supply system, Contractor shall test each valve by closing and opening it a number of times to observe if it is working efficiently. Valves which do not effectively operate shall be replaced by new ones at no extra cost and the same shall be tested as above.

2.3 TESTING

All pipes, fittings and valves shall be tested by hydrostatic pressure of min. 1.5 times, the working pressure and subject to minimum of 7 kg/cm² in any case.

Pressure shall be maintained for a period of at least two hours without appreciable drop in the pressure after fixing at site. ($\pm 10\%$).

After completion of the water supply system, contractor shall test each valve by closing and opening it a number of times to observe if it is working efficiently. Valves which do not effectively operate shall be replaced by new ones.

C. ELECTRICAL

1. STANDARDS

1.1 The Allottee will ensure that work is done as per relevant I.S standards, Indian Electricity Rules 1956, and latest CPWD specification and specifications as approved by the Company.

1.2 Under no circumstances the structural works will be tempered with or cuts. The work may be done on surface of structural work as and where required with specific approval from the Company.

2. GENERAL

2.1 Before execution of any work related to electrical/ air-conditioning/ telephone/ intercom/ T.V. etc., the Allottee shall submit the work execution drawings for the approval of the Company. Work can be started only after these are approved by the Company. The drawings must show

the route and sizes of conduits, number & size of wires to be drawn therein and number of points on each circuit along with respective loads. All points should be indicated with their respective circuit numbers. Also total connected load as well as maximum demand load in K.W. should be mentioned along with detailed phase wise load calculation and distribution /balancing chart. Legends of various points & equipment's, breaker ratings, outgoing MCB's, ELCB's etc. shall also be shown on the drawing.

The drawings should be prepared separately for:

- Power wiring, LV system (Telephone, TV, Intercom, and fire)
- Light wiring
- D.B. detail & legends

- 2.2 Execution of all works shall strictly adhere to technical specifications given hereinafter. However if any item/specification is not specified, same shall be executed as per relevant I. S. codes of practice after obtaining approval from the Company.
- 2.3 Electrical work can be executed only through "A" class electrical contractor having license issued from Chief Electrical Inspector, Haryana.
- 2.4 All conduiting work in walls should be got checked and approved by Company's engineers at site before start of plastering work.
- 2.5 All chases in brick walls shall be made only with chase cutter as per drawings and specifications as approved by the Company.
- 2.6 The Allottee or its authorized contractor must ensure that the work executed by it is as per specifications provided by the Company and as per relevant I.S. codes and it shall give a certificate to this effect certifying that the work has been executed as per specifications of electrical works provided by the Company. Installations will be energized only after it is checked & approved by the Company.
- 2.7 All materials to be used for execution of works shall be of any make out of the list of approved make for electrical works attached herewith.

3. TECHNICAL SPECIFICATIONS

3.1 PVC CONDUITS FOR ELECTRICAL INSTALLATION

- a. PVC conduit shall be I.S.I marked.
- b. PVC conduits shall be high impact, rigid, PVC, medium-duty type and shall comply with I.E.E. regulations for non-metallic conduits, as per IS: 9537(Part 3) \1983, amended and revised to date.
- c. Conduits upto 32mm dia shall be 2mm thick and above that shall be 2.5mm thick.
- d. Separate conduit shall be laid for light & power circuit.
- e. No conduits shall be laid in 'U' formation.
- f. Only metallic conduits shall be used to suspend the light fixtures and fans from ceiling.
- g. PVC pipe shall not be broken. It should be cut properly.
- h. For earth continuity, PVC insulated copper conductor of appropriate size as mentioned in table- 2 shall be drawn in the conduit for earthing of non- current carrying metallic parts of the installation .Gas or water pipes shall not be used for such purpose.
- i. The conduit pipes shall be fixed by means of metallic hooks. The hooks shall be placed at amaximum spacing of 600 mm. besides fixing one hook within 150mm.from either end from

- junction box/control box and bends.
- j. In the recessed type of wiring the inspection boxes with detachable cover at the top, shall be provided at crossing -bends as well as in straight runs for periodical inspection of wires drawn therein.
 - k. All joints shall be sealed/cemented with a pre approved cementing compound. Damaged or cracked conduits and conduit accessories shall not be used in the work. The conduit end shall not have sharp edges or burrs.
 - l. All non-metallic conduits and accessories shall conform to IS 2309 1973 IS 3419 -1976 (revised and amended to date) for rigid conduits and IS 6946 1973 (revised to date) for flexible conduits. All rigid conduit pipe lengths shall carry the relevant ISI mark.
 - m. Flexible conduit accessories shall be threaded type only.
 - n. Bends, couplers etc. shall be solid type only in the recessed type of wiring but these accessories may be solid type or inspection type in case of surface wiring.
 - o. Only heavy gauge saddles with base shall be used for fixing of conduits.
 - p. M. S. boxes if used for switch- socket -outlets, shall conform to the requirements laid in IS - 5133 -1969 (amended revised to date). However the thickness of base and walls of such boxes shall not be less than 16/18 SWG. The minimum depth of outlets shall be 50 mm for walls.
 - q. All joints of conduits shall be properly cleaned and glued, with an appropriate approved make epoxy resin glue and the proper connecting piece. Conduit fittings and accessories such as inspection boxes draw boxes and junction boxes shall be of heavy duty rigid PVC installed in such a manner that they can remain accessible for existing wires or for the installation of the additional wires.
 - r. Conduit runs shall be so arranged that the cables connected to separate circuits of different phase shall be enclosed in separate conduits and that all lead and return wires of each circuit shall be run with the same circuit.
 - s. Conduit pipes if required to be laid on surface of wall or ceiling shall be fixed in position by heavy gauge non- metallic saddles with base and secured by means of screws to suitable rawel plugs. The saddles shall be placed at a maximum interval of 600 mm, but on either side of couplers or bends / elbows, the saddles shall be fixed at a closer spacing (150mm) from the center of such fittings. Slotted PVC saddles may also be used where PVC pipes are laid through slots.
 - t. Separate conduits shall be laid for the following system:
 - Normal light, fan and 6 A socket outlets
 - Power points
 - TV Outlets
 - Security system
 - Telephone points and intercom points
 - Fire Alarm System
 - u. While laying conduits, care should be taken that water, mortar and dirt etc. do not enter the conduits and boxes.
 - v. Conduit bends having radius less than 2.5 time of dia shall not be used. Not more than two right angle bends or the equivalent shall be permitted between draw or junction boxes.
 - w. The minimum size of conduit for lighting shall not be less than 20 mm in dia and for point wiring maximum size of conduit for lighting will be 25mm in dia.
 - x. No conduit shall be laid through floor.
 - y. 3 to 5mm extra conduit must be left inside outlet /junction box etc.
 - z. Size of conduit must not be less than the size as specified in table -1.
 - aa. All wires passing on or through false ceiling/RCC ceiling shall be drawn through rigid/flexible conduit only. Under no circumstances wires without conduit can be laid in or above false ceiling.
 - bb. In case light/power wiring is to be connected in a room from two different phases the wiring

shall not be drawn in single conduit & terminated in single junction / control box. Junction/control boxes of different phases must not be interconnected under any circumstances.

- cc. Conduits shall be installed so as to avoid steam and hot water pipes. Conduits for LV systems shall be at least 150mm away from the electrical conduits.
- dd. To minimize condensation and sweating inside the conduit pipes all outlets of conduit system shall be adequately ventilated.
- ee. GI Pull wire shall be provided in slab / wall conduit for easier pulling of wire.

3.2 METALLIC CONDUITS FOR ELECTRICAL INSTALLATION

- i. All metallic conduits shall be ISI marked, 16 SWG (upto 32mm dia only) and above that shall be of 14 SWG and as per approved list of material. All conduits and its accessories shall be threaded type only. At least 20mm in length must be threaded.
- ii. While connecting to outlet/junction box two check nuts, one outside and one inside must be used and tightened to the wall of outlet /junction box.
- iii. Only metallic boxes, bends, saddles and other accessories shall be used.
- iv. All other specifications shall remain same as for PVC conduit.
- v. Threaded ends of conduits shall be treated with anticorrosive/Rust preservative.
- vi. Rigid MS conduits shall conform to IS: 9537(part 2)\1983 amended & revised to date. MS ERW conduits protected inside & outside by black stove enamel shall be used as called for in the schedule of quantities.
- vii. GI conduits if called for in the schedule of quantities shall conform to IS: 9537 (part 2), IS: 2696, IS: 2633 & IS: 4736-1986 amended till date. These conduits shall be protected by hot dip galvanized coating both inside and outside.

3.3 INTERNAL WIRING

- i. Wires shall not be drawn into conduits until the conduits are erected, firmly fixed and cleaned out.
- ii. PVC insulated 660V / 1100 V grade multi stranded single core copper conductor FR wire conforming to relevant IS code amended and revised to date shall be used. Colour coding for wiring shall be done as per IS specifications, for identification of different circuits and phases as approved by engineer in charge. The circuit and point wiring shall be of same colour. All wiring shall be in concealed or surface conduits as called for. Standard colours for house wiring are red, yellow, blue for live wires and black for neutral and green for earthing.
- iii. Only looping system of wiring shall be used. Wires shall not be jointed. No reduction of strands is permitted at terminations. Before connections, copper conductor wire ends shall be properly soldered (at least 20 mm length) or else adequate copper thimbles must be used. Terminals shall have adequate cross-sectional area to take all strands. No wire smaller than 1.5 sq. mm Cu conductor other than earth shall be used. Identification ferrules indicating the circuit and D.B. numbers shall be used for sub mains and sub-circuit wiring. Ferrules shall be provided at both ends of each sub-main and sub-circuit.
- iv. Where single phase circuits are connected to a three phase and neutral distribution board, no conduit shall contain the wiring fed from more than one phase. Circuits fed from distinct sources of supply/from different distribution boards or M.C.Bs shall not be bunched in one conduit.
- v. Balancing of circuits in three phase installation shall be arranged before installation is taken up. Unless otherwise specified, not more than ten light points shall be grouped in one circuits and the load per circuits shall not exceed 800 watts. From D.B. earth wire shall be run inside the conduit to earth the third pin of socket outlets, earth terminal of light fixtures & fans etc. As required. Light points shall be either of single control, twin control or multiple points controlled by a single switch/MCB as per schedule of works

- vi. Number of wires in each conduit shall be drawn as per table-1 given below
- vii. All the internal wiring shall be with 1100 V grade, single core, PVC insulated, FR multi-strand 99.97% pure electrolytic grade annealed stranded bare copper conductor wires confirming to IS: 694/1990 amended & revised to date and wiring installation should confirm to IS: 732.
- viii. Colour coding of wiring shall be done as per IS specifications, for identification of different circuits and phases as approved by consultant. All wiring shall be in concealed or surface conduits as called for.
- ix. In three phase feeder circuit, three phase wire, with or without neutral wire, shall be taken through any single conduit. In lighting and socket outlets wiring, in no case two lives wires of different phases shall be drawn through the same conduit to ensure that voltage in any such section does not exceeds 250 volts between two phases.

TABLE-1: MINIMUM SIZE OF CONDUITS FOR DRAWINGS OF 660/1100V COPPER CONDUCTOR INSULATED WIRE

| Wire Size (Multi Strand) | 20mm | 25mm | 32mm | 40mm | 50mm |
|--------------------------|------|------|------|------|------|
| 1.5 mm | 5 | 9 | 12 | - | - |
| 2.5 mm | 4 | 6 | 8 | - | - |
| 4.0 mm | 3 | 5 | 7 | - | - |
| 6.0 mm | 2 | 4 | 5 | 6 | - |
| 10.0 mm | - | 3 | 4 | 5 | - |
| 16.0 mm | - | - | 3 | 4 | 7 |
| 25.0 mm | - | - | 2 | 3 | 5 |
| 35.0 mm | - | - | - | 2 | 5 |
| 50.0 mm | - | - | - | - | 4 |
| 70.0 mm | - | - | - | - | 3 |

- x. The earth continuity PVC wire for individual circuit of light / power should be provided as per chart given below :

TABLE-2: SIZE OF EARTH CONTINUITY CONDUCTOR / WIRE FOR CIRCUITS WIRED WITH

- 1.5 mm to 2.5 mm : 1.0 mm PVC insulated green colour wire
- 4.0 mm to 6 mm : 1.5 mm PVC insulated green colour wire

- xi. Light points, 6 amperesockets and fans may be wired on a common circuit. Such circuit shall have 10 points of light, fan, socket outlets or a maximum load of 800 watts, whichever is less

or as specified in drawings. It shall however, be ensured that in one switch control board, only one circuit is terminated. Each power circuit shall be wired as specified in drawings. The smallest copper conductor to be used for lighting circuits shall be of 1.5mm. and for power circuit 4mm . Wiring shall be done in the looping system. Phase or live conductor shall be looped at the switch box and neutral conductor can be looped from the light, fan or socket outlet. Neutral conductor and earth continuity wire shall be brought to each switch board located in rooms and halls. These shall be terminated inside the switch boards with suitable connectors.

- xii. All fan / light points shall terminate in connector in junction box.
- xiii. No oil/grease is to be used to pull the wires through conduits.
- xiv. Conduit fill shall not exceed 40%.
- xv. All wirings must terminate in connector or ceiling rose, no fan / light fixture should directly connect to wiring but shall be connected with flexible wire of appropriate sizes.
- xvi. The RG /UR series co-axial cables for TV outlets shall conform to MIL C-17/BS-2316 (revised).

3.4 SWITCHES & ACCESSORIES

i. SWITCHES

All switches shall be placed in the live conductor of the circuit and no single pole or fuse shall be inserted in the earth or earthed neutral conductor of the circuit. All 6 and 16 ampere switches shall be suitable for 230 volts AC supply. All switches shall be fixed inside the switch boxes meant for modular switches with tapped nuts moulded with box and brass machine screws, leaving ample space at the back and sides for accommodating wires. Switches controlling the light points shall be connected to the phase wire of the circuit. Suitable stoppers/plugs must be used to close the unused knockouts of outlet boxes. The modular series switch socket outlets shall preferably, be ISI marked conforming to IS 3854-1984 (IS 1293 /revised).

ii. WALL SOCKET OUTLET

Wall socket outlets shall be modular / 5/6 pin type. The switch controlling the socket outlet shall be on the phase wire of the circuit. An earth wire of appropriate size as mentioned in table no.2 of shall be provided along-with the circuit wires and shall be connected to earthing terminal inside the box. The earth terminal of the socket outlet shall be connected to the earth terminal provided inside the box.

3.5 DISTRIBUTION BOARDS

- i. Distribution Boards (DB) shall be suitable for operation on 3 phase/single phase 415/230 Volts, 50Hz, supply with neutral grounded at transformer end.
- ii. Minimum number of ways of DB shall be no. of circuits +1.
- iii. The distribution panel / boards shall comply with the latest edition of relevant Indian standards and Indian Electricity Rules and Regulations & of makes as per approved list of materials.
- iv. Each DB shall be provided with a circuit plate showing details of each circuit. All the outgoing circuit wiring shall be provided with identification ferrules at both ends showing the circuit and phase number. Blanking plates shall be provided wherever required in DB.

- v. Each DB shall have a separate neutral connection bar and separate earth connection bar mounted therein, each having the same number of terminals as the total number of outgoing individual circuits from the distribution board.
- vi. The DBs /panel shall be mounted at height of 1800mm from top of the DB panel or as approved by architect. All the panels and covers shall be properly fitted square with the frame, and holes in the panel correctly positioned. Fixing screws shall enter into holes tapped into an adequate thickness of metal or provided with hank nuts. Self threading screws shall not be used in the construction of distribution boards.
- vii. Knockout holes of appropriate size and number shall be provided in the distribution board in the conformity with the location of incoming and outgoing cables.
- viii. The distribution boards shall be installed by the contractor in recess or surface on walls by fastening to suitably grouted studs.
- ix. All distribution boards shall be provided with TPN MCCBs (4pole) of appropriate capacity as incomer. All DBs will be provided with 3nos DP ELCB on the incomer side. All TPN Distribution shall be provided with SP MCB's / TPMCB's as outgoing, as required. MCB's used on power circuits must be C curve.
- x. MCB's shall be provided on the phases of each circuit. The individual banks of MCB's to accommodate all the wiring and depth should not be less than 80mm. All the distribution boards shall be completely factory wired, ready for connections. All the terminals shall have adequate current rating and size to suit individual feeder requirements. Each circuit shall be clearly numbered from left to right to correspond with wiring diagram. All the switch and circuits shall be distinctly marked with a small description of the circuit.
- xi. Triple pole with neutral distribution board to be provided/installed by the owner/occupant of an apartment, shall be as per IS specifications. The board shall preferably, be vertical and double door type suitable for accommodating moulded case circuit breakers/ mini circuit breakers and /residual current circuit breakers. The board shall also have a dual earthing arrangement.
- xii. DB shall be of reputed make suitably fabricated for mounting of MCBs therein.
- xiii. DBs shall be double door, wall-mounting type constructed out of 16 SWG CRC sheet steel, all welded enclosure with IP 42 protection and shall be painted with pre-approved colour as per specifications.
- xiv. All incoming and outgoing shall be suitable for cable /wire connection.

3.6 CIRCUIT BREAKERS

i. MINIATURE CIRCUIT BREAKERS (MCB)

MCB's shall be quick make and break type, and shall conform to relevant Indian standards. The housing shall be heat resistant and having high impact strength. The fault current withstand capability of the MCB's shall not be less than 10 KA at 230 Volts unless until specified. MCB's shall be flush mounted and shall be provided with trip free manual operating lever 'on' and 'off' indications. The contacts shall be provided to quench the arch immediately. MCB shall

be provided with magnetic thermal releases for over current and short circuit protection. The overload or short circuit device shall have a common trip bar (in case of DP and TPN miniature circuit breakers.). All outgoing circuits shall be controlled with B & C series mini circuit breakers.

ii. EARTH LEAKAGE CIRCUIT BREAKERS

Providing /installation of earth leakage circuit breaker (ELCB) is a mandatory protection for every apartment. 3 nos. double poles, ELCB's shall thus be located in the triple pole neutral DB of the apartment

All live parts of earth leakage breakers shall be totally enclosed in an insulated housing. The operating mechanism shall be quick make and breaks, trip free and shall be able to isolate automatically the electrical circuit under sustained earth fault. The rated sensitivity shall be (30/100MA), with a maximum permissible earth fault loop impedance of 1650 Ohms.

3.7 FIRE DETECTION AND ALARM SYSTEMS

Any modification of standard fire detection and alarm system by Allottee shall be allowed only after approval of the Company. Allottee shall submit details of changes for the same.

- i. Heat/ smoke detectors, conforming to 2175 /IS 11360 shall be provided for automatic fire detection and alarm system.
- ii. Wiring shall be with PVC insulated copper conductor of minimum 1.0sq mm. (red & black in colour) with PVC conduit, junction box etc. if required or when additional points are to be provided.
- iii. All additional devices / detectors shall be of same make as approved by the Company.

3.8 TESTING

Testing of all electrical works shall be carried out in the presence of the Company's engineers. Any alteration /addition suggested by the Company's staff for completion of electrical works shall have to be done before energizing the installation.

- i. The final as built layout/ drawing shall be submitted to the Company's engineer for final checking & approval.

LIST OF APPROVED MAKES FOR ELECTRICAL WORKS

| S. No. | Detail of materials | Brand / Manufacturer's Name |
|--------|----------------------------|--|
| | MS CONDUIT (ISI MARKED) | BEC/ AKG |
| | PVC CONDUIT (ISI MARKED) | BEC / POLYPACK / AKG |
| | MCB | LEGRAND(IMPORTED) / MERLIN GERIN (FRANCE) / HAGAR(IMPORTED) / SCHNEIDER |
| | DISTRIBUTION BOARD | LEGRAND (IMPORTED) / MERLIN GERIN (FRANCE) / HAGAR(IMPORTED) / SCHNEIDER |
| | ELCB / ELMCB | LEGRAND (IMPORTED) / MERLIN GERIN (FRANCE) / HAGAR(IMPORTED) / SCHNEIDER |
| | FR PVC INSULATED COPPER | POLYCAB (Flexible) / SKYTONE / CONDUCTOR WIRE HAVELLS / FINOLEX / |

| | | |
|--|--|---|
| | | DELTON |
| | MODULAR SWITCH PLATES | NOTTH WEST - STYLUS / MK-BLENZE / LEGRAND-MOSAIC OR EQUIVALENT |
| | LUGS | DOWELLS / JAINSON |
| | BRASS CABLES | GLANDS COMMET / GRIPWELL |
| | PVC INSULATION TAPE | STEEL GRIP / ANCHOR |
| | MCCB | SIEMENS / L&T / ABB / MG (France) GE |
| | METAL CLAD SOCKET | MDS / HAGER / ABB |
| | TELEPHONE TAG BLOCK | KRONE / TVS R&M |
| | TELEPHONE CABLES | DELTON / SKYSTONE / FINOLEX |
| | CO-AXIAL CABLES | COMSCOPE / TRISCOPE |
| | PHENOL LAMINATED SHEET | HYLUM / FORMICA |
| | CONTACTOR, TIMER, SINGLE PHASE PREVENTOR AND OVER LOAD RELAY | L&T / SIEMENS / ABB |
| | METERS | AE / L&T / RISHAB |
| | PROTECTIVE AND APFC RELAYS | ASLTOM / AHIDA / L&T / AVK |
| | INDICATING LAMP / PUSH BUTTON ACTUATERS | L&T / SIEMENTS / BCH / RAAS |
| | CT's / PT's | AE / KAPPA / G&M |
| | INDICATING LAMP / PUSH BUTTON/ ACTUATERS | L&T/ SIEMENS/ BCH/ RAAS |
| | ROTARY SWITCHES | L&T / KAYCEE / BCH |
| | TERMINAL BLOCK | ELEMEX / WAGO |

D. HVAC

1. VARIABLE REFRIGERANT FLOW SYSTEM

Variable Refrigerant Flow System with Scroll Compressor conforming to these specifications design condition.

The outdoor design conditions shall be as given below:

| | DB ⁰ C | WB ⁰ C | %RH |
|------------|-------------------|-------------------|-----|
| a) Summer | 43.3 | 23.9 | 20% |
| b) Monsoon | 35.0 | 28.3 | 60% |

The indoor design conditions proposed are as shown below.

| | DB ⁰ C | %RH |
|------------|-------------------|----------------|
| a) Summer | 24+/-1 | Less than 60 % |
| b) Monsoon | 24+/-1 | Less than 60 % |

Automatic control for the temperature shall be provided.

1.1 TYPE

Units shall be air cooled, variable refrigerant volume air conditioner of R410A-CFC Free refrigerant or any other environ friendly gas based consisting of one outdoor unit and multiple indoor units.

The refrigerant piping between indoor units and outdoor unit shall be extended up to 150m with maximum 50m.

Both indoor units and outdoor unit shall be factory assembled, tested and filled with first charge of refrigerant before delivering at site.

The noise level shall not be more than 68 dB(A) at normal operation measured horizontally 1m away and 1.5m above ground level.

1.2 Pipe Work

- i. General :
All piping work shall conform to quality standards and shall be carried out as per specifications and details given hereunder.
- ii. Drain Piping
 - G.I. Pipes- The drain piping shall be medium class galvanized steel.
- iii. PVC Piping
 - The PVC drain piping shall be medium class rigid PVC as per IS 13495.
 - The wall thickness of the PVC pipe shall be 1.4 mm minimum for 25 mm dia pipe and 1.8 mm minimum for 32 mm and larger dia pipe.
 - The fittings, bends etc. shall be as per IS 7834.
- iv. Copper Piping
 - Seamless soft copper tubing, type L shall be used to make connections to equipment, wherever required or specified.
 - Flare fittings e.g. flare nuts, tees, elbows, reducers etc. shall all be of brass.
- v. Refrigerant Piping :
Refrigerant piping shall be of hard drawn copper.
- vi. The suction line pipe size and the discharge/liquid line pipe size shall be selected according to the manufacturer's specified inside diameter. All refrigerant pipes shall be properly supported and anchored to the building structure using steel hangers, anchors, brackets and supports which shall be fixed to the building structure by means of inserts or expansion shields of adequate size and number to support the load imposed thereon.

1.3 PIPE INSULATION

- i. Refrigerant Pipe Insulation
 - The whole of the liquid and suction refrigerant lines including all fittings etc. shall be insulated with 12mm thick sleeve of nitrile rubber/polyethylene foam insulation having K value 0.03 W/mk at mean temperature of 10°C and minimum density of 33 kg /m³.
- ii. Drain pipe insulation

- Drain pipe carrying condensate water shall be insulated with 6 mm thick sleeve of nitrile rubber/polyethylene foam insulation having K value 0.03 w/mk at a mean temp. Of 10°C at min. density of 33 k/m³.
- iii. The insulation joint shall be properly sealed with rubber based adhesive to ensure proper bonding of the ends.

1.4 Electric Wiring

- i. General :
The electric wiring of motors for compressors, air handling units etc. as well as controls, heaters etc. Earthing of all equipment shall be carried out as per in the electrical specification and IS code.
- ii. Miscellaneous:
 - The final connections to the equipment shall be through flexible connections in case of conduit wiring and also where the equipment is likely to be moved back and forth, such as on slide rails.
 - An isolator switch shall be provided at any motor which is separated from the main switch panel by a wall or partition or other barrier or is more than 15 meters away from the main panel.
 - Two separate and distinct earthing conduits shall be connected from the equipment up to the main switch board panel.
 - The branch lines from the main panel to each equipment shall be separated and should not criss cross other lines.
 - The entire installation shall be tested as per electricity rules and I.S.S 732-1973 with amendments 1, 2&3 prior to the commissioning of the plant and a suitable test report furnished by a competent and authorized person. The test report will be obtained by contractor himself at his own expenses.
 - All exposed switch board panels, conduits; hangers etc. shall be given 2 coats of suitable paint of approved colour, when all work has been completed.

List of Approved 'Makes' for HVAC Works

| S. No | Description of Item | Approved Makes |
|-------|----------------------------|--|
| 1. | High side Equipment | |
| 1.1 | VRV/VRF System | Toshiba/DAIKIN/Mitsubishi/Hitachi |
| 1.2 | Y-JointsVRV/VRF System | Toshiba/DAIKIN/Mitsubishi/Hitachi |
| 1.3 | Hiwall split units | Toshiba/DAIKIN/Mitsubishi/Hitachi |
| 1.4 | Refrigerant piping | Diamond/ Star/Totalite/Met Tube/Rajco/Mandev |
| 2. | | |
| 3. | Fans | |

| | | |
|-----|---|--|
| 3.1 | Propeller Fan | Systemaire (Sweden)-Kanalflokt/ Caryaire/ Kruger/ Nuaire (UK)/ Nicotra |
| 4. | Cables & Accessories | |
| 4.1 | Control Cables | BatraHenly/ Skytone/ Universal/ Delton/Finolex |
| 4.2 | Cable Gland Double Compression with Earthing Links | Power/ Commet/Gripwell /Baliga Lighting Ltd./ Dowell's Electromech |
| 4.3 | PVC Insulated Copper Conductor Stranded Flexible Wires | Finolex/ National Cables - NC/ polycab/ Skytone |
| 4.4 | PVC Conduit & Accessoires (ISI approved) | BEC/ Precision/ D Plast/ Polypack |
| 4.5 | MS/ GI Conduit (ISI approved) | BEC/ AKG/ STEEL KRAFT |
| 4.6 | Other electrical items as per section 'C' Electrical | |
| 5.6 | Hessian (Fire treated) | Navair/ Pyroguard |
| 5.7 | Stick Pins | Prima Seal/ Air Flow |
| 5.8 | VCD/ Gravity Louvers/ Exhaust & Fresh Air Louvers | Caryaire/Ravistar/Mapro/ Tristar |
| | | |
| 6. | Pipes & Fittings | |
| 6.1 | UPVC pipe | AKG/Polypack/supreme |
| | | |
| 7. | Insulation | |
| 7.1 | Expanded Polystyrene (TF Quality) (Pre-moulded pipe section/slab) | Thermolloyd/ Beard Sell/ Styrene Pakagings/ DEBS Products/ P R Pakaging/ Coolite/ Indian Pakaging Services |
| 7.2 | Cross Linked Polyethylene | Trocellen/Supreme |
| 7.3 | Glass Wool | Owens Corning/ U.P. Twinga |
| 7.4 | Closed Cell Elastomeric Insulation | Armacell/K-flex/ A-flex |
| 7.5 | Aluminium Tape | Johnson/ Birla 3M |
| 7.6 | Closed Cell Elastomeric Insulation | Armaflex / Superlo/Aflex |
| 7.7 | Acoustic Lining | UP Twiga/ Lloyd Insulation |
| 7.8 | Non Woven Polyester (Mikron) | Mikron |

“Tentative & Subject to change till final completion of the project”.

Annexure-II
Layout Plan of "Ireo Gurgaon Hills" project

Annexure-III
Floor Plan of the Apartment no____, Building Block____

Annexure-IV
Payment Plan

Annexure-V

Guidelines to Allottee (with Schedule- I, II and III)

These draft guidelines are tentative. The final set shall be handed over to the Allottee at the time of possession for commencement of interior works in the said Apartment. The Company reserves the sole right to incorporate suitably amended/changed/modified terms and conditions in the final set.

1. COORDINATION WITH THE COMPANY

Coordination of the job with the Company shall be a single point of contact either with the Allottee or with his/ her (nominated) authorized representative, through a "Letter of Authorization", to be duly signed and submitted to the Company. Multiple agencies shall not be entertained.

2. FACILITIES

2.1 ARRIVAL AND STORAGE OF MATERIALS AT SITE

- i. The Allottee shall intimate the site incharge/ authorised representative of the Company about the arrival of material at site not less than one day in advance.
- ii. The Allottee shall shift all its material brought to the site at a place/ location as designated by the site incharge/ authorised representative of the Company.
- iii. The Allottee shall shift all its materials brought to site to the Apartment at the specified time as indicated by the site incharge/ authorised representative of the Company.
- iv. The Allottee will be responsible for the safety and security of the materials and goods that are brought to site and stored for use in the Apartment.
- v. All heavy materials like bricks, cement bags, stones etc, shall not be stored at one location and shall be distributed within the Apartment to avoid concentration of dead load.
- vi. Under no circumstances shall the material and goods to be used in one apartment, will be allowed to be stored in any other apartment.

2.2 DISPOSAL OF DEBRIS

The Allottee shall dump the debris at specific designated areas only. The debris shall be taken to the dump/ designated areas periodically from the Apartment by the Allottee. In no case debris will be allowed to be dumped at the site.

2.3 SPACE FOR PARKING :

The Allottee and its contractors, labours shall park their vehicles only at the designated areas.

2.4 FACILITIES PROVIDED BY THE COMPANY

The Company shall provide the following facilities to the Allottee:

- i. Electricity connection at a designated point to carry out the interior works.
- ii. Water connection at a designated point to carry out the interior works.

- iii. Man material hoist- The hoist will be provided for movement of the Allottee, his contractors, workers and materials (as specified in schedule- III) brought to site.
- iv. Charges- The Allottee shall pay sum as delineated below per month for the above mentioned facilities, till completion of its interior works. The charges as mentioned herein will be periodically reviewed by the Company and intimated to the Allottee in the event of any revision.
 - 3BHK Unit: Rs. 43,335.00/- per month
 - 4BHK Unit: Rs. 56,025.00/- per month
 - 5BHK Pent House: Rs. 87,785.00/- per month

SAFETY

3.1 HELMETS :

The Allottee or its appointed contractor shall issue specific coloured helmets to the workers deployed by it at site. These helmets will be pasted with stickers having the Apartment no. and block no, printed on it. Such stickers shall be issued by the Company.

3.2 FIRE FIGHTING :

The Allottee or its appointed contractor shall provide adequate firefighting equipment in the Apartment during the course of carrying out the interior works. This will include fire extinguisher & sand buckets. The Allottee shall keep at least 4Nos.-2Kgs. all-purpose fire extinguisher A B C type at site.

3.3 FIRTAID :

The Allottee or its appointed contractor shall provide standard first aid box in the Apartment.

3.4 SAFETY OF MATERIAL AT SITE

The Allottee shall be responsible for the safety and security of all its material unloaded at site.

3.5 SAFETY OF MATERIAL IN APARTMENT

The Allottee shall be responsible for the safety and security of its material and equipment in the Apartment.

3.6 SAFETY OF STAFF/WORKERS AT SITE

The Allottee shall be solely responsible for the safety, security, or any injuries (in any form) of the consultants, contractors, sub-contractors, staff and workers employed by the Allottee directly or indirectly.

4. DRAWINGS

The Allottee shall not commence any electrical, plumbing or HVAC work in the said Apartment without obtaining approval of the general layout plans, wall layout/ setting out plans, detail drawings and necessary shop drawings as applicable for these works from the Company.

5. SECURITY

5.1 INFORMATION PERTAINING TO ALLOTTEE'S REPRESENTATIVE/ CONSULTANT/ CONTRACTORS/WORKERS

Details of each representative, consultant, contractor, and its worker who will be working at the site

shall be provided by the Allottee to the Company at least seven days prior to start of work at site for necessary logistic co ordination.

5.2 SITE TIMINGS

The site timings and working days will be as under:

- Working Hours : 8:30AM To 7:00 PM
- Working Days : Monday to Saturday

However, the Company may at its sole discretion permit the Allottee to carry interior works beyond the specified working hours and on Sundays or any public holidays

5.3 ENTRY TO SITE

All staff and workers of the Allottee will be allowed entry to site only if they have valid badges issued by the Company. The badges issued by the Company shall bear the number of the respective block and apartment for which such worker will be employed. Entry of the staff and workers shall be restricted to the respective block and apartment for which they are employed.

5.4 RESTRICTION ON MOVEMENT OF MANPOWER

The movement of manpower of the Allottee will be restricted to the block in which the work is being carried out.

6. SUPERVISION BY THE COMPANY

6.1 ACCESS TO APARTMENT FOR STAFF OF THE COMPANY

The staff of the Company shall be provided access to the Apartment, at all times in order to ensure that work is being carried out as per drawings and specifications as approved by the Company.

6.2 CO-ORDINATION FOR FINISHING WORKS

The site staff of the Company shall coordinate the exterior and interior finishing works to be done by the Company's contractor with that of the interior work to be done by Allottee's contractor. The Company shall issue relevant details to the Allottee in this regard during the period of carrying out of interior works which has to be strictly followed.

7. SUPERVISION BY ALLOTTEE

The Allottee and/or his architect/ engineer shall coordinate the following works being carried out by the Company within the Apartment

- Water proofing works of sunken areas.
- Installation of sprinkler and fire alarm system.
- Any modification to sprinkler and fire alarm system, as per layout provided by the Allottee and approved by the Company.
- Installation of gas supply system and gas meter.

8. DOS & DON'TS

A list of Dos & Don'ts are enclosed as Schedule- I.

9. MATERIAL SHIFTING

A general & indicative list of material to be shifted by the Allottee in enclosed as Schedule- II.

10. ITEMS OF WORK IN THE APARTMENT AND IT'S ADJACENT SPACES

Items of work in the Apartment and its adjacent space as a guide to the Allottee are enclosed as Schedule- III.

11. SPECIFICATIONS OF WORK

General specifications of works as a guide to the Allottee are enclosed as Schedule-IV.

Schedule - I

DOS 'N' DONTs

Dos:

1. Coordination of the job with the Company shall be a single point of contact either with the Allottee or with his/ her nominated representative.
2. Interior Works shall be carried out as per drawings & specifications approved by the Company.
3. Any modifications to original approved proposal should have an approval by the Company before execution at site.
4. Mode and timing of transportation of material from the site to the floor will be suggested by the Company and shall be followed strictly.
5. The employees, consultants, contractors, sub-contractors, staff and workers of the Allottee will wear specific coloured helmets issued by its contractor at site. These helmets will have sticker of block no. & Apartment no. pasted and such stickers will be issued by the Company.
6. Disposal of debris will be at a designated site as directed by the Company.
7. Allottee or his specified representative shall inform at least a day in advance about the arrival information of material to site to enable Company's representative to plan for lifting of the same by hoist.
8. Electrical contractors should have licence from the local authorities.
9. Proper security arrangement will be provided by Allottee for its Apartment.
10. Allottee shall be solely responsible for the safety, security, or any injuries (in any form) of its employees, consultants, contractors, sub-contractors and their workers employed by it directly or indirectly.
11. Allottee shall be responsible for the safety and security of the materials and goods that are used for works in its apartment.
12. Flammable materials will be carefully stored at site.
13. Servant toilet will be made operational in the Apartment during the period of construction.
14. All the workers shall carry identity card issued by the Company. Details of each worker who will be working at the site shall be provided by the Allottee to the Company in advance for necessary logistic coordination.

Don'ts:

1. No structural changes in any form should be carried out by the Allottee.
2. No damage to the structural work due to interior works of the Apartment will be allowed.
3. No changes to the building envelop in any form should be carried out by the Allottee.
4. No damage to the building envelop due to interior works of the Apartment will be allowed.
5. Modifications to any / all components of the external wall / external façade / external glazing / external finishes and to any / all specifications shall not be permitted.
6. No work will be allowed to be carried out beyond the working hours at site without prior written approval from site incharge of the Company.
7. No person without a valid ID will be allowed to enter the site.
8. No accommodation will be provided at site for the workers, nor can they use the Apartment

- for living purpose.
9. No employees of Allottee shall be allowed loiter around the site.
 10. No material, otherwise as specified and approved by the Company, shall be carried by the elevators.
 11. Combustible materials are not allowed during the period of carrying out of interior works.
 12. Use of heater is not allowed during the period of carrying out of interior works unless it is for a specific interior works related activity and prior approval is taken from the Company.
 13. Cooking, smoking, chewing tobacco, spitting or consumption of alcohol are not allowed inside the IREO Gurgaon Hills complex.
 14. No open ended loose wiring with necked joints is permitted inside the Apartment. This can lead to a serious fire hazard.
 15. Workers are not allowed to use the main passenger elevators and service elevators to carry construction material.
 16. Dumping of debris/ wastage near stair case or at the emergency exit doors is not permitted.

Schedule- II

SHIFTING OF MATERIAL (Approx.)

| S.N. | Material | UOM | Qty. | Type |
|----------------------|---------------------------------------|--------------------------|------|-------|
| A. Civil | | | | |
| 1 | Coarse Sand | Cum. | 50 | Hoist |
| 2 | Cement | Bags | 400 | Hoist |
| 3 | Door Frame | Nos. | 21 | Hoist |
| 4 | Tiles | Sqm. | 275 | Hoist |
| 5 | Marble (Flooring & Skirting) | 2' X 2'4"X 5' Pcs./ Sqm. | 660 | Hoist |
| 6 | POP Punning (Ceiling, Wall & Cornice) | Bags | 850 | Hoist |
| 7 | G.I. Channel/Main/Cross/Jali | Kg. | 650 | Hoist |
| 8 | POP False Ceiling | Bags | 1100 | Hoist |
| 9 | Comm. Board/ Ply | Nos. | 120 | Hoist |
| 10 | Mica/ Veener | Nos. | 100 | Hoist |
| 11 | Wooden Flooring | Sqm. | 60 | Hoist |
| 12 | Door | Nos. | 22 | Hoist |
| 13 | Paints | Ltr. | 300 | Hoist |
| 14 | Scaffolding Material | Nos. | 50 | Hoist |
| 15 | Grinding Machine | Nos. | 2 | Hoist |
| 16 | Hardware | Nos. | 200 | Hoist |
| 17 | Mirrors | Nos. | 10 | Hoist |
| 18 | Marble above 2' X 2' | Nos. | 12 | Hoist |
| 19 | Polishing Material | Bags | 7 | Hoist |
| B. Electrical | | | | |
| 1 | Conduit | RM | 500 | Hoist |
| 2 | Copper Wire (1.5mm) | Coils | 50 | Hoist |
| 3 | Copper Wire (2.5/4/6mm) | Coils | 25 | Hoist |
| 4 | Co-Axial Wire | Coils | 2 | Hoist |
| 5 | Telephone Wire | Coils | 4 | Hoist |
| 6 | G.I. Boxes | Nos. | 140 | Hoist |
| 7 | Sheet & Switches | Nos. | 150 | Hoist |
| 8 | Light Fitting & Fans | Nos. | 135 | Hoist |
| 9 | Air conditioner | | | |
| | Indoor unit | Nos. | 17 | Hoist |

| | | | | |
|--------------------|----------------|------|-----|--------|
| | Outdoor unit | Nos. | 9 | Hoist |
| C. Plumbing | | | | |
| 1 | G.I. Pipe 15mm | RM | 90 | Manual |
| 2 | G.I. Pipe 20mm | RM | 30 | Manual |
| 3 | G. I. Fittings | Nos. | 60 | Manual |
| 4 | WC | Nos. | 6 | Manual |
| 5 | Bath Tub | Nos. | 1 | Manual |
| 6 | Jacuzi | Nos. | 1 | Manual |
| 7 | Steel Sink | Nos. | 1 | Manual |
| 8 | Wash basin | Nos. | 6 | Manual |
| 9 | C.P. Fittings | Nos. | | |
| D. DEBRIS | | Cum. | 200 | Hoist |

Schedule - III

ITEMS OF WORK IN THE APARTMENT AND ITS ADJACENT SPACES

LEGEND:

C - COMPANY

A - ALLOTTEE

1. INTERNAL WALL MASONRY - A
2. PLASTER ON INTERNAL WALLS - A
3. PLUMBING
 - A. INTERNAL WATER SUPPLY - A
 - B. INTERNAL SANITARY WORKS - A
 - C. BATHROOM FIXTURES - A
 - D. BATHROOM FITTINGS - A
4. FIRE FIGHTING - C
5. ELECTRICAL - A
6. HVAC - A
7. EXTERNAL GLAZING - C
8. FENESTRATION(S) OPENING TO THE SHAFTS - A
9. MAIN DOOR OF THE APARTMENT - C
10. SERVANT'S DOOR - A
11. LIFT LOBBY (with control on colour palette/ Lift car call control buttons etc.) - A
12. FINISHING AND FIXTURES FOR POWDER ROOM - A
13. SECURITY SYSTEM - C
14. LIGHTING IN THE GROUND FLOOR LIFT LOBBY AREA - C
15. SIGNAGE
 - A. BASEMENT - C
 - B. LIFT LOBBIES - C
 - C. APARTMENT NUMBER (Not on the main apartment fire door) - A
16. EXTERNAL ELEVATION/ FAÇADE DESIGN / SPECIFICATIONS (Any/ All contents like Fenestration(s), Treatment on external wall(s)/ design feature(s)/ Deck or balcony railing(s) - C
17. BALCONY TREATMENT
 - A. FLOOR (with control on colour palette as per the Company). The Allottee is free to adopt a material of his choice. However the Allottee shall need to make a choice of the colour from a palette presented by the Company. - A

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| B. RAILING | - C |
| C. FALSE CEILING | - C |
| 18. FAÇADE LIGHTING | - C |
| 19. GAS PIPELINE ROUTING & METER LOCATION | - C |
| 20. KITCHEN EXHAUST FAN (with control on location/ make) | - A |
| 21. BATHROOM/ TOILET EXHAUST FAN (with control on location/ make) | - A |
| 22. GEYSER LOCATION (whether allowed in the shaft or not) | - C |
| 23. SERVANT ROOM FINISHING | - A |
| 24. WATER PROOFING IN THE WET & SUNKEN AREAS | - C |
| 25. DATUM LEVEL (from the lift lobby/ lift car) TO ACHIEVE THE DESIRED LEVELS IN THE APARTMENTS | - C |
| 26. LIFT CAR INTERIORS | - C |