

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this [●] (Date) day of [●] (Month), 20[●] at [●].

Birla Estates Private Limited (CIN: U70100MH2017PTC303291), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at Birla Aurora, Level 8, Opp. Century Bhavan Dr Annie Besant Road, Worli Mumbai-400030 (PAN:- AAHCB5831G), represented by its authorized signatory **Mr. [●]** (Aadhar no. [●]) authorized vide board resolution dated [●] hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**.

AND

Barmalt (India) Private Limited (CIN: [●]), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at [●] and **Asha Gupta** (PAN -[●]), & **Adesh Singhal** (PAN -[●]), acting through its duly constituted attorney Birla Estates Private Limited, acting through its duly authorized representative [●] authorized vide resolution dated [●] (hereinafter collectively referred to as the “**Owner**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include their successors-in-interest, legal heirs, executors, administrators and assignees). being party of the **SECOND PART**.

AND

[If the Allottee is a company]

[●], (CIN no. [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its authorized signatory, [●], (Aadhar no. [●]) duly authorized vide board resolution dated [●], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees); **OF THE THIRD PART**.

[OR]

[If the Allottee is a Partnership]

[●], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), represented by its authorized partner, [●], (Aadhar No. [●]) authorized vide [●], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns); **OF THE THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr. / Ms. [●], (Aadhar No. [●]) son/ daughter of [●], aged about [●], residing at [●], (PAN [●]), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/hers heirs, executors, administrators, successors-in-interest and permitted assigns); **OF THE THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. [●], (Aadhar no. [●]) son of [●] aged about [●] for self and as the Karta of the Hindu Joint Mitakshara Family known as [●] HUF, having its place of business/ residence at [●], (PAN [●]) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns); **OF THE THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter, Owner and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

The Promoter [and Allottee] [OR] [Allottee and Owner] shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as applicable in Haryana;
- (b) “**Government**” means the Government of the State of Haryana;
- (c) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “**Section**” means a section of the Act;

WHEREAS:

- A. By virtue of the Development Agreement dated 28.05.2024, the Promoter has been granted and is entitled to development rights, inter alia, in respect of land admeasuring 13.275 acres or approximately [●] square meters, situated at Village Jharsa, Sector 31–32A, Tehsil Wazirabad and District Gurugram, Haryana (hereinafter referred to as the “**Larger Land**”), on the terms and conditions contained therein. Pursuant thereto, the Promoter has already launched its first phase of development under the name and style of “**Birla Arika**”, bearing RERA Registration No. [●], on a portion of the Larger Land admeasuring [●] acres or approximately [●] square meters. The Promoter is now undertaking the second phase of the said project under the name and style of “**Birla Arika Phase 2**” (hereinafter referred to as the “**Project**”), proposed to be developed on land admeasuring 1.53 acres or approximately [●] square meters, situated at Village Jharsa, Sector 31–32A, Tehsil Wazirabad and District Gurugram, Haryana (hereinafter referred to as the “**Project Land**”), wherein the amenities and facilities shall be common and shared across all phases of the project.
- B. The Promoter/Developer intends to develop the Project consisting of three (3) Towers, EWS and nursery school in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- C. The Project shall form an integral part of the Larger Land designated for residential group housing. The Directorate of Town and Country Planning, Haryana, has granted license for the development of the Project under License No. 116 of 2011. Thereafter vide Memo No. LC-2512-JE(SK)/2024/28923 dated 13.09.2024 the change of developer has been approved by the Directorate of Town and Country Planning, Haryana in the favour of the Promoter herein.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been complied with.
- E. The _____ has granted the approval/ sanction to develop the Project vide approval dated _____ bearing license/ sanction no. _____;
- F. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/or any requisite approval for the Project as the case may be, from [●] dated [●] bearing reference no. [●]. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, or building, as the case may be, from [●]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable
- G. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at [●] on [●] under registration no. [●];
- H. The Allottee(s) had applied for residential apartment in the Project vide application no. [●] dated [●] (“**Application**”) and has been allotted apartment no. [●] having carpet area of [●] square feet (equivalent to [●] square meters), on Floor No. [●] in tower/ block/ building no. [●] (“**Building**”) (hereinafter referred to as the “**Apartment**” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B) along with stilt/basement parking no. [●] admeasuring [●] square feet (equivalent to [●] square meters), in the [●], [Note: Please insert the location of the garage/ covered parking] as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State;

- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment for residential usage along with parking (if applicable) as specified in Recital [G].

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment for residential usage along with parking (if applicable) as specified in Recital.
- 1.2 The Total Price for the built-up Apartment for residential usage along with parking (if applicable), based on the carpet area ("**Total Price**") as described in *Schedule C*.

Explanation:

- i. The Total Price as mentioned above includes the Booking Amount (*as defined below*) paid by the Allottee(s) to the Promoter towards the Apartment for residential usage along with parking (if applicable).
- ii. The Total Price as mentioned above includes taxes (GST and cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project) paid/payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage along with parking (if applicable) to the Allottee(s) or the competent authority, as the case may be after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification.

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- iii. The Promoter shall periodically intimate in writing to the Allottee(s) the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such applicable taxes/fees/charges/levies etc. have been imposed or become effective in case if it is requested by Allottee(s).
- iv. The Total Price of Apartment for residential usage along with parking (if applicable) includes recovery of price of land, development/construction of (not only of the Apartment) but also of the, Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the

Apartment for residential usage for residential usage along with parking (if applicable) in the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.4 The Allottee(s) shall make the payments as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment or Building, as the case may be, without the previous written consent of the Allottee(s) and as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. However, the Allottee(s) agree and consent that the Promoter may, carry out such modifications, revisions or amendments in the layout, building plans, designs, specifications, common areas and/or any aspect of the Project and/or the Land as may be required for the better execution, development or completion of the Project. Further the Allottee(s) agree to execute and/or provide any No Objection Certificate (NOC) or consent, if so required, in respect of such modifications and shall not raise any objection, claim, or demand once such changes are duly approved by the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alteration as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.6 The Promoter shall confirm to the carpet area that has been allotted to the Allottee(s) after the construction of the Building/Apartment, as the case may be, is complete and the occupation certificate/ part occupation certificate, (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess amount paid by the Allottee(s) within ninety (90) days with annual interest at the rate prescribed under Rules, from the date when such an excess amount is paid by the Allottee(s) or adjust such excess amount in the next demand. If there is any increase in the carpet area, which is not more than five percent (5%) of the carpet area of the Apartment, allotted to the Allottee(s), the Promoter shall demand additional amount from the Allottee/s in the last milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter of the Total Price as set out in this Agreement for Sale.
- 1.7 Subject to para 9.3, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment for residential usage along with parking (if applicable) as mentioned below:
 - 1.7.1 The Allottee(s) shall have exclusive ownership of the Apartment for residential usage along with parking (if applicable). The parking(s) are inseparable from and forms an integral part of the said Apartment. The Allottee(s) confirms that the Allottee(s) has no right to sell/transfer or deal with the parking(s) independent of the said Apartment. The Allottee(s) undertakes to park his/her vehicle in the parking slots and not anywhere else in the Building/Project.
 - 1.7.2 The Allottee(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion certificate/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State.

- 1.7.3 The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and the Apartment for residential any other usage, subject to a prior permission from the Promoters, which permissions shall be granted by the Promoters subject to the safety norms as determined by the Promoters. It is however clarified, that the Allottee(s) shall visit the under construction site at its own risk and peril.
- 1.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding amounts (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding amount(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding amount(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.
- 1.9 The Allottee(s) has paid a sum of Rs. [●] (Rupees [●] Only) as Booking Amount (**Earnest Money/Booking Amount**) being part payment towards the Total Price of the Apartment for residential usage along with parking (if applicable) on or before the execution of this Agreement; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment for residential usage along with parking (if applicable) as prescribed in the Payment Plan as mentioned in **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee(s) shall be liable to pay interest at the rate prescribed in the Rule 15 of Rules, 2017.

For the purpose of this Agreement, the term booking amount shall mean 10% (Ten Percent) of the Total Price including but not limited to application money/amounts paid on Expression of Interest, if any, (**“Earnest Money/Booking Amount”**).

- 1.10 The Promoter will be developing a clubhouse with certain amenities and facilities for the exclusive use and benefit of all owners/ occupants in the Project (**“Club”**) and such Club and the facilities and amenities therein shall form part of the Common Areas of the entire Project. The Allottee(s) understands and agrees that the Promoter may engage a third party to operate and manage the Club. The Allottees’ right to use such Club shall, at all times, be contingent upon due and faithful observance by the Allottee of all rules, bye-laws and conditions as may be notified by the maintenance agency/ Promoter/association of allottees for use and management of such Club. The Allottee agrees to pay all charges including but not limited to [club membership registration charges along with charges for usage of the Club] along with all applicable taxes. The Allottee understands that the Club’s membership shall be co-terminus and co-existent with the ownership of the Apartment and upon transfer of the Apartment, the said membership shall, subject to applicable rules and regulations, automatically be transferred to the transferee of the Allottee. For the operation, management, maintenance, upkeep and upgradation of the facilities in the Club, the Allottee shall pay charges as may be prescribed from time to time by the Promoter/ association of allottees / the maintenance agency that may be engaged for the operation, management and maintenance of the Club.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter; within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘[●]’ payable at [●] via swift code [●], bank name [●], account no. [●], IFS Code [●], Account Name [●]

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such

permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable; as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the Apartment for residential usage along with parking (if applicable) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by Allottee(s) under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment for residential usage along with parking (if applicable), if any, in the Allottee(s) name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust the Allottee(s) payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority towards handing over the Apartment for residential usage along with parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The Promoter shall endeavour to obtain the Occupancy Certificate on or before [●] and Completion Certificate on or before [●].

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

- 6.1 The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plans, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the Project where the said the Apartment for residential usage along with parking (if applicable) is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the relevant state laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

7.1 Schedule for possession of the Apartment for residential usage:

The Promoter agrees and understands that timely delivery of possession of the Apartment for residential usage alongwith parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to offer to hand over possession of the Said Apartment for residential usage along with parking as per agreed terms and conditions unless there is delay due to “force majeure”, epidemic, pandemic and Court orders, Government policy/guidelines, decisions affecting the

regular development of the Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment for residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 (ninety) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Apartment:

The Promoter, upon obtaining the occupation certificate or part thereof of the building blocks/tower/ Apartment in the Project shall offer in writing the possession of the Said Apartment within three (3) months from the date of above, to the Allottee(s) as per terms of this Agreement. (“**Possession Intimation Letter**”).

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of said building/ blocks/ towers/ Apartment along with parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession or in the case possession is not taken, agree(s) to pay the maintenance charges and holding charges (*as defined below*) as mentioned in **Schedule C** as determined by the Promoter/association of allottees/competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of Apartment for residential usage:

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Said Apartment for residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment for residential usage to the Allottee(s) as per terms and condition of the Agreement.

If the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, Such Allottees shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 Possession by the Allottee:

After obtaining the occupation certificate of the building blocks in respect of Project and handing over the physical possession of the Apartment for residential usage along with parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee:

The Allottee(s) shall have the right to cancel/withdraw the allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment and other cost and expenses (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the Allottee(s) to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within ninety days of such cancellation.

7.6 Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of Compensation:

The Promoter shall compensate the Allottee(s) in case of any loss caused to the Allottee(s) due to defective title of the said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a 'force majeure', Court orders Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Apartment for residential usage alongwith parking (if applicable).

- i. in accordance with the terms of this Agreement, duly completed by the date specified in para 9.1; or
- ii. due to discontinuance of the Promoter's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by Promoter in respect of the Apartment for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety (90) days of it becoming due.

In case obligation is not complied with by the Promoter-

- i. the Authority shall order to return the total amount received by the Promoter in respect of the Apartment for residential usage, with interest at the rate prescribed in the Rules in case the Allottee(s) wishes to withdraw from the Project;
- ii. in case Allottee(s) claims compensation in this regard, the Allottee(s) may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72;
- iii. if the Allottee(s) does not intend to withdraw from the Project the Authority shall order the Promoter to pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the Apartment for residential usage;
- iv. Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment for residential usage, which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

Upon termination of this Agreement, the Parties shall execute and register a deed of cancellation to record the cancellation of this Agreement and the Allottee(s) shall return to the Promoter all the original documents, papers, writings executed between the Parties including the original Agreement. The Allottee(s) hereby appoints the Promoter as his/her/its constituted attorney and authorizes the Promoter to execute and register such deed of cancellation and such other documents and/or writings for and on behalf and in the name of the Allottee(s) without recourse to the Allottee(s), in the event the Allottee(s) fail to come forward and/or are unable to execute and register the deed of cancellation within 30 days of the termination and/or cancellation. Further, upon such cancellation, the Allottee(s) shall not have any right, title and/or interest in the Apartment and/or Parking Space(s) and/or the Project and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee(s) acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Owners have absolute, clear and marketable title with respect to the said Land; and the Promoter have the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project;
- iv. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as well as for the Apartment for residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law;
- v. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as well as for the aid Apartment for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the Apartment for residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential usage along with parking spaces (if applicable) to the Allottee(s), Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- x. The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the offer of possession of Apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017; and
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land/ Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. Promoter fails to offer to provide ready to move in possession of the Apartment for residential usage along with parking (if applicable) to the Allottee(s) within the time period specified in para [●] or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment for Residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by competent authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of Promoter's registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the Total Price amount paid till such date, along with interest at the rate prescribed in the Rules and Act within ninety days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, Allottee(s) shall be paid, by the Promoter, interest at the rate prescribed in the

Rules, for every month of delay till the handing over of the possession of the Apartment for residential usage alongwith parking (if applicable), which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

9.3. The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after the first demand/notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment for residential usage along with parking (if applicable) in favor of the Allottee and refund the money paid to the Promoter by the Allottee by forfeiting the Booking Amount paid for the allotment and interest component on delay payment and any other charges (payable by the customer for breach of the Agreement and non-payment of the amount due to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be State Bank of India highest marginal cost of lending rate plus two percent. The Balance amount of money paid by the Allottee shall be returned to the Promoter by the Allottee within ninety (90) days of such cancellation. On such default, the agreement and any liability of Promoter arising out of the same shall thereupon stand terminated in terms hereof. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. TRANSFER OF RIGHTS BY THE ALLOTTEES:

Only after (a) payment of minimum 30% (thirty percent) of the Consideration by the Allottee/s or (b) a term of 15 (fifteen) months has elapsed from the date of execution and registration of this Agreement, whichever of (a) or (b) is later, the Allottee/s may transfer his/her/their/its rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoter. The first transfer is free and any transfers after such transfer by any future Allottee/s shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/ governmental directions, and such future Allottee/s submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by such future Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs. [●]/- (Rupees [●] only) per square meter plus taxes as applicable on the Total Area of the Flat to the Promoter. In the event the Allottee(s) has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoter, permitting the said assignment / transfer by the Allottee(s). All taxes including GST and cess on the transfer / administrative charges shall be borne and paid by the Allottee(s). Further, the Promoter reserves the right to allow any such transfer at its sole discretion. Any dealings of the Allottee(s) with third parties or brokers, whether in connection with a new booking or in the event of any transfer, nomination or assignment, shall be entirely independent of the Promoter. The Promoter shall bear no responsibility or liability for any such transactions and the Allottee(s) shall be solely responsible for the same.

11. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of Apartment for residential usage alongwith parking (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within (3) three months but not later than (6) six months from the offer of possession.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

The Promoter shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee(s). The Allottee(s) agrees and undertakes to make himself/herself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.

In the event that the execution of the conveyance deed is delayed by the Allottee for any reason whatsoever, the Allottee(s) shall also be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed

If the Allottee(s) has taken a loan from any bank/financial institution for the Apartment, the Allottee(s) shall provide and submit a No Objection Certificate (NOC) from the bank/financial institution for the execution of the conveyance deed. Additionally, the original transfer documents, including the conveyance deed, shall be directly handed over by the Promoter to the lending institution, if so required by them.

12. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The cost of maintenance till the date of occupation certificate/ part thereof, has been included in the Total Price of the Said Apartment for residential usage. In case the Allottee fails to comply with the essential documentation, undertaking etc. or fails to take possession within the time provided in the Possession Notice, such Allottee(s) be liable to pay holding charges per month at the rate of Rs. [●]/- per sq ft of the Total Area of the Apartment ("**Holding Charges**") along with applicable maintenance charges towards upkeep and maintenance of the Common Area and Facilities for the period of such delay, which shall be payable by the Allottee(s) within the time period stipulated.

The Allottee(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/association of allottees / the maintenance agency as the case may be, appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of the Interest-Free Maintenance Security (IFMS) shall be a condition precedent for handing over possession of said Apartment by the Promoter and also for executing the conveyance deed of the said Apartment.

In case, the Allottee(s) /association of allottees fails to take possession of the said essential services and Common Areas as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services and Common Areas beyond its scope from the date of occupation certificate / part thereof from the Allottee on pro-rata basis.

13. DEFECT LIABILITY:

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It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of offer of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within (90) ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that,

- (i) The Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.
- (ii) The Promoter shall procure fixtures, fittings, equipment and/or services including but not limited to elevator, power back up equipment, pumps etc. of standard makes and these shall be governed by their respective warranties provided by their manufactures/installers.
- (iii) The Promoter having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/installers and the Promoter shall have no liability in this regard.
- (iv) In case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect; then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s) / the association of allottees / the maintenance agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Allottee(s) hereby agrees to such additional time / extension of time.

- (v) The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the Authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.
- (vi) After the Date of Possession, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

14. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottee/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Apartment for residential usage after giving due notice and entering the said premises during the normal working hours, unless circumstances warrant otherwise, with a view to rectify such defect(s).

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees, maintenance agencies/competent authority for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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16.1 Subject to para 19 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment for residential usage along with parking (if applicable) at his/her own cost, in good repair and condition and shall not: do or suffer to be done anything in or to the Building, or the Apartment for residential usage along with parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment for residential usage along with parking (if applicable) and keep Apartment for residential usage along with parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee(s)/association of allottees further undertakes, assures and guarantees that Allottee(s)/would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/association of allottees shall not store any hazardous or combustible goods in the Apartment for residential usage along with parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/Allottee(s)/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee(s)/association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment for residential usage along with parking (if applicable), as the case may be.

16.3 The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The

Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. ANTI-MONEY LAUNDERING:

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”). The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the Apartment neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Parking Space(s) (if any), and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

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

The Parties are entering into this Agreement for the allotment of the Apartment for residential usage along with parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.

19. ADDITIONAL CONSTRUCTIONS:

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

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment for residential usage and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment for residential usage and parking (if applicable).

21. ASSIGNMENT OF RIGHTS BY THE PROMOTER:

The Promoter may at any time assign, transfer, convey by way of lease, conveyance, mortgage or in any manner whatsoever, in whole or in part, its rights in respect of the Project, subject to the rights of the Allottee /s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Land subject to compliance with provisions of RERA

22. APARTMENT OWNERSHIP ACT OF THE STATE OF HARYANA:

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The promoter hereby is showing the detail of various compliance are detailed in “**Schedule F**”:

23. **BINDING EFFECT:**

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the Promoter have an obligation to execute the Agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute and register the Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this Agreement executed and registered, the Allottee(s) does not come forward or is incapable of executing and registering the same, then in such a case, the Promoter has an option to forfeit the Booking Amount.

24. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment for residential usage and parking (if applicable).

25. **RIGHT TO AMEND:**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S):**

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

27. **WAIVER NOT A LIMITATION TO ENFORCE:**

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38.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan as mentioned in Schedule C including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

38.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter, to enforce each and every provision.

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Apartment for residential usage and parking (if applicable) bears to the total area/carpet area` of all the apartments in the Project.

30. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [●] after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at [●]. Hence this Agreement shall be deemed to have been executed at [●].

32. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee(s):

Allottee(s) Address:

Allottee(s) Email:

Promoter Name :

Promoter Address:

Promoter Email:

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address, telephone no., email ID subsequent to the execution of this Agreement in the above address by Registered Post/ Courier failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

33. JOINT ALLOTTEES:

That in case there are joint Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement

for Sale for the Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

35. STAMP DUTY AND REGISTRATION CHARGES:

The charges towards stamp duty, Registration and/or incidental charges in connection with the any of the documents to be executed for the sale of the Apartment including on this Agreement shall be borne by the Allottee/s.

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

37. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder The courts situated in [●], Haryana shall have the jurisdiction for all matters arising out of this Agreement.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at [●] in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter

Through its authorized representative.
Signatures:
Name:

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Landowners through its **Attorney Birla Estates Private Limited**
Through its authorized representative.
Signatures:
Name:

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee(s):(including joint allottee(s))

1. Signature:

Name:
Address:
2. Signature:

Name:
Address:
3. Signature:

Name:
Address:

- WITNESSES:**
1. Signature:
Name:
Address:
2. Signature:

Name:
Address:

SCHEDULE A
DESCRIPTION OF APARTMENT

SCHEDULE B
DESCRIPTION OF FLOOR PLAN

SCHEDULE C
PAYMENT PLAN

SCHEDULE D
SPECIFICATIONS AMENITIES AND FACILITIES [WHICH ARE PART OF APARTMENT FOR
RESIDENTIAL USAGE]

SCHEDULE E
SPECIFICATIONS AMENITIES AND FACILITIES [WHICH ARE PART OF THE PROJECT]

SCHEDULE F
DETAILS OF VARIOUS COMPLIANCE