AGREEMENT FOR SALE

This Agreement for Sale (**"Agreement"**) executed on this _____ (Date) day of _____ (Month), 202____.

BY AND BETWEEN

DLF HOMES PANCHKULA PVT. LTD. (CIN No. U45400HR2007PTC038443), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 2nd Floor, DLF Gateway Tower R Block, DLF City, Phase-III Gurugram, Haryana 122002, (**PAN**: **AABCH8735M**), represented by its authorized signatory ……. (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).

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 signatory, ……., authorized (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 assigns).

[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(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner 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).

[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/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[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).

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

The 'Promoter' and 'Allottee(s)' shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, —

(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "**Booking Amoun**t" means 10% of the Total Price which shall also be the earnest money for the **Said Apartment** and has been more clearly set out in the Payment Plan, (**Schedule-C**).

(c) "**Government**" means the Government of the State of Haryana.

(d) "**Rules**" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.

(e) "**Section**" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of land admeasuring 64061.737 square meters (15.83 acres) falling in part of Khasra No. 357/1/2 min (6-15), 2 min (0-4), 9 (18-10) Rakba 25 Bigha 9 Biswa, Khasra No. 356/1/1min (4-7), 359/34/2 (11-2), 35 (4-14), 36 (0-11) Rakba 20 Bigha 14 Biswa, Khasra No. 273/10/2min (7-2), 275/44/2/3 (1-7), 33/1 (0-3) Rakba 8 Bigha 12 Biswa, Khasra No. 7/1 (0-6), 11/2 min (1-14) Rakba 2 Bigha 0 Biswa, Khasra No. 271/32 (3-13), 33/2 (4-1), 7/2 (1-0), 3 min (0-2), 4min (0-8), 5 (2-9), 6 (3-12), 8 min (0-6), 12 min (1-10), 13/1 min (2-4) Rakba 19 Bigha 5 Biswa, situated in the revenue estate of Village Bhagwanpur, Sector 2, 3, Pinjore Kalka Urban Complex, Panchkula, Haryana ("**Said Land**") *vide* sale deed(s) bearing Book/Vasika No. 728 dated 04.06.2007, 1614 dated 05.09.2007 722 dated 04.06.2007, 761 dated 06.06.2007, 760 dated 06.06.2007, 730 dated 04.06.2007; 913 dated 22.06.2007, 175 dated 19.09.2007, 1134 dated 13.07.2007; 914 dated 22.06.2007, 916 dated 22.06.2007

and 3428 dated 02.02.2015, 4142 dated 23.12.2021, 4177 dated 24.01.2019, 4579 dated 07.02.2022, registered at the office of the Sub-Registrar.

B. The Said Land is earmarked for the purpose of development of a residential project comprising of Group Housing Colony, comprising of multi-storied residential building(s) and other allied components and the said project shall be known as '**The Valley Orchard'** ("**Project**") situated at Village Bhagwanpur, Sector 2, 3, Pinjore Kalka Urban Complex, District Panchkula, Haryana.

C. 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.

D. The Department of Town and Country Planning, Haryana, Chandigarh has granted the approval/ sanction to develop the Project *vide* approval Endst. No. LC-4870/JE (RK) - 2023/ 22674 dated 11.07.2023 bearing license No. 141 of 2023 for 15.833 acres.

E. The Promoter has obtained approval on the building plans dated 24.11.2023 bearing memo no. 40469 in the Project from the Department of Town and Country Planning, Haryana. 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 of Haryana as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula on …… under registration No. ……..

G. The Allottee had applied for residential apartment in the Project vide application no. …… dated ……. and has been allotted apartment no. …….. having carpet area of …… square meters (……. Sq. ft.), comprising of …… square meters (……. Sq. ft.) of carpet area on …… floor and carpet area of …… sq. meters (….. sq. ft.) in basement in block/building no. …… ("**Building**") along with stilt parking slot No(s). …. and …….. admeasuring ……. sq. mts. (…… sq. ft.) and …… sq. mts. (……. square feet) respectively in the earmarked space(s) and exclusive store area admeasuring _____sq. mts. (_____sq. ft.) in the basement, as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Said Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**.

H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.

I. The Licence No. 141 of 2023 for 15.833 Acres was granted by the Department of Town and Country Planning, Haryana, Chandigarh, in favour of Land-Owning Companies (LOC) i.e. M/s Kenya Builders and Constructions Pvt. Ltd., M/s Morina Builders and Developers Pvt. Ltd., M/s Gavel Builders and Constructions Pvt. Ltd. and M/s Jesen Builders and Developers Pvt. Ltd. in collaboration with DLF Homes Panchkula Private Limited (DHPPL) as the LOCs & DHPPL had entered into respective Development Agreements. Thereafter, the Hon'ble National Company Law Tribunal, Chandigarh Bench vide its Order dated 25.08.2023 in Company Petition No. CP (CAA) No. 82/Chd/Hry/2022 has approved a Scheme of Amalgamation under Sections 230 - 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamation) Rule, 2016 between various companies including Gavel Builders & Constructions Private Limited (Petitioner Company No. 1/ Transferor Company), Jesen Builders & Developers Private Limited (Petitioner Company No. 2/ Transferor Company), Jingle Builders & Developers Private Limited(Petitioner Company No. 3/ Transferor Company), Keyna Builders & Constructions Private Limited(Petitioner Company No. 4/ Transferor Company), Morina Builders & Developers Private Limited(Petitioner Company No. 5/ Transferor Company), Morgan Builders & Developers Private Limited(Petitioner Company No. 6/ Transferor Company), and Morven Builders & Developers Private Limited (Petitioner Company No. 7/ Transferor Company) with DLF Homes Panchkula Private Limited (Transferee Company) with effect from the Appointed date i.e. 01.04.2021. All the properties, assets and liabilities, pertaining to all the Transferor Companies, by virtue of the aforesaid Order, stood transferred to and vested in DLF Homes Panchkula Private Limited, the Promoter 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 Said Apartment for residential usage along with basement & parking(s) as specified in Para 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 Said Apartment for residential usage along with basement & parking(s) as specified in Para G.

1.2 The Total Price for the said built up Said Apartment for residential usage along with basement & parking(s), based on the carpet area is Rs. …….. (Rupees …….. only) ("**Total Price**"):

Block/Building No.:. ……. Said Apartment No. …… Type : …….. Floor : …… Parking Slot No.(s) …….. and …….. **<u>In Basement</u>:** **Store No. …….** **Utility/Staff Room No. ……..**	Rate of Said Apartment per square feet
Unit Price (in Rupees) Applicable taxes and cesses payable by the **Allottee(s)**. (This includes GST payable at rates as specified from time to time, which at present is 5%.	
Total price (in rupees)	……..

Explanation:

(i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Apartment for residential usage along with basement & parking(s). It is hereby clarified that the amount paid by the Allottee at the time of application forms part of the Booking Amount. It is further clarified that the Booking Amount is payable in more than one instalment for the convenience of the Allottee and the same shall be treated as earnest money for due performance of the obligations of the Allottee under this Agreement.

(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(s)) paid/payable by the Promoter up to the date of handing over the possession of the Said Apartment for residential usage along with basement & parking(s) 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 taxes/fees/charges/levies etc. have been imposed or become effective.

(iv) The Total Price of Said Apartment for residential usage along with basement & parking(s) includes recovery of price of land, development/construction of not only of the Said Apartment but also of the Common Areas, 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment for residential usage along with basement & parking(s) 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 authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(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 payment as per the payment plan set out in **Schedule C ("Payment Plan").**

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ ……..% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the Allottee(s).

1.6 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 Said Apartment, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

1.7 The Promoter shall conform to the carpet area that has been allotted to the Allottee(s) after the construction of the Building/Said 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 money paid by Allottee(s) within 90 (Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Said Apartment for residential usage along with basement & parking(s) as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Said Apartment for residential usage along with basement & parking(s).

(ii) 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.

(iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Said Apartment for residential usage.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (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(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Said Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(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.

1.10 The Allottee(s) has paid a sum of Rs. ……. (Rupees …… only) as Booking Amount being part payment towards the Total Price of the Said Apartment for residential usage along with basement & parking(s) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Apartment for residential usage along with basement & parking(s) as prescribed in the Payment Plan [**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, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

2. MODE OF PAYMENT:

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 [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**DLF HOMES PANCHKULA PRIVATE LIMITED**' payable at ……..

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations 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 Said Apartment for residential usage 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 him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Said Apartment for residential usage along with basement & parking(s) in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his 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 and towards handing over the Said Apartment for residential usage along with basement & parking(s) 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.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

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 Apartment for residential usage along with basement & parking(s) is located and has accepted the Apartment/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.

The Promoter shall develop the Project in accordance with the byelaws 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 SAID APARTMENT FOR RESIDENTIAL USAGE:

7.1 **Schedule for possession of the said Apartment for residential usage** –

The Promoter agrees and understands that timely delivery of possession of the Said Apartment for residential usage along with basement & parking(s) 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 basement & parking(s) as per agreed terms and conditions by **31.10.2028** unless there is delay due to *"force majeure"*, epidemic, pandemic and lock down, 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(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure* and above-mentioned

conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) 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 Said Apartment:**

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

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 the building along with basement & parking(s) at the time of conveyance of the same. The Allottee(s), after the offer to hand over possession, agree(s) to pay the maintenance charges and holding charges (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 the Said 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 (including but not limited to the Undertaking cum Indemnity Bond, Maintenance Agreement, Conveyance Deed, Application Form for membership of the association of allottees) as maybe 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.

In case 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 Allottee(s) 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 Said Apartment for residential usage along with basement & parking(s) 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 his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (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 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 in case of any loss caused to him 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 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*", epidemic, pandemic and lock down, Court orders, Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Said Apartment for residential usage along with basement & parking(s).

(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of his 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 him in respect of the Said 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 days of it becoming due.

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 Said Apartment for residential usage, which shall be paid by the Promoter to the Allottee(s) within ninety 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 Said 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 he 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 Said 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter has absolute, clear and marketable title with respect to the Said Land; 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, as well as for the Said Apartment for residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, as well as for the Said Apartment for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

(v) 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;

(vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Said Apartment for residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment for residential usage along with basement & parking(s) 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;

(ix) 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;

(x) 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 Said 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;

(xi) 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 and/ or the 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 Said Apartment for residential usage along with basement & parking(s) to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Said 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 his 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 entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules 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, he 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 Said Apartment for residential usage along with basement & parking(s), 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(s) fails to make payments of any instalment due as per the Payment Plan annexed hereto as **Schedule-C**, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules.

(ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond (90) ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment for residential usage along with basement & parking(s) in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (paid/payable by the Allottee(s) 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 (2%) two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within (90) ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

In case the obligations as above are not complied with either by the allottee or the promoter, the authority may issue suitable directions.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of Said Apartment for residential usage along with basement & parking(s), shall offer to execute a conveyance deed in favour of Allottee(s) preferably within (3) three months but not later than (6) six months from possession.

Provided that, the Said 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.

11. 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.

The Allottee(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the Project at the time of handing over of possession of said Apartment. The execution of the maintenance agreement and payment of the Interest Bearing Maintenance Security (IBMS) along with 12 (Twelve) months advance maintenance charges shall be a condition precedent for handing over possession of Said Apartment by the Promoter and 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 as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond the date of occupation certificate / part thereof from the Allottee on pro-rata basis.

12. DEFECT LIABILITY:

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,

1. (a) The above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship).

   (b) The Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/ design or any misuse thereof, or any act, omission or negligence or non-compliance of any Applicable Laws.

2. It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.

3. (a) 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. The said warranties of the same shall be made available to the Allottee(s)/ association of allotees/ maintenance agency, as the case may be by the promoter.

   (b) 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.

4. 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 Promoter / Allottee(s) / the association of allottees / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time / extension of time.

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

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, basement & parking(s) 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 Said Apartment for residential usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement, Stilt and Service Areas: The basement(s), stilt and service areas, if any, as located within the Building(s), shall be earmarked for purposes such as parking spaces, staff room, store and services. Such services areas earmarked shall be including but not limited to DG set rooms, electric rooms, underground water tanks, pump rooms, maintenance and service rooms etc., firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The usage of such services areas shall be reserved for the use by the association of allottees formed by the allottees/ maintenance agencies/ competent authorities, as the case may be, for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment for residential usage along with basement & parking(s) 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 Said Apartment for residential usage along with basement & parking(s), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment for residential usage along with basement & parking(s) and keep the Said Apartment for residential usage along with basement & parking(s), 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.

15.2 The Allottee(s)/Association of allottees further undertakes, assures and guarantees that he/she would not put any signboard/nameplate, 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 Said Apartment for residential usage and basement & parking(s) 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(s) 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 Said Apartment for residential usage and basement & parking(s), as the case may be.

15.3 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.

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

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

17. 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment for residential usage and basement & parking(s) 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 Said Apartment for residential usage and basement & parking(s).

19. APARTMENT OWNERSHIP ACT 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 of above as applicable:

Details of approvals/ compliances to be provided: -

(A) License No. 141 of 2023 .

(B) Building Plan Approval No. 40469 dated 24.11.2023

(C) RERA Registration Certificate No. ……. Dated……...

20. 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 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the allottee 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 said Agreement, before the Sub Registrar, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within (60) sixty days from the date of its receipt by the Allottee(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, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Booking Amount.

21. 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 Said Apartment for residential usage and basement & parking(s).

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT 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 Said Apartment for residential usage and basement & parking(s) and the Project shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Said Apartment for residential usage and basement & parking(s) in case of a transfer, as the said obligations go along with the Said Apartment for residential usage and basement & parking(s) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 [**Annexure 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.

24.2 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.

25. 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.

26. 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 Said Apartment for residential usage including carpet area of the basement and parking(s) bears to such total area/carpet area of all the apartments in the Project.

27. 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.

28. **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 Panchkula 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 Panchkula, Haryana. Hence this Agreement shall be deemed to have been executed at Panchkula, Haryana.

29. 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: …….

Promoter name: **DLF Homes Panchkula Private Limited**
Promoter Address: 2nd Floor, DLF Gateway Tower R Block,
DLF City, Phase-III Gurugram, Haryana 122002

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by

Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

30. 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.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Said Apartment prior to the execution and registration of this Agreement for Sale for the Said 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.

32. 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.

33. 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.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at ……. (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature : …….
Name : …….
Address : …….

(2) Signature : …….
Name : …….
Address : …….

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) : …….

Name : …….

Address : …….

At : ……. on : ……. in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature (Authorised Signatory) : …….

Name : …….

Address : …….

At : ……. on : ……. in the presence of:

WITNESSES:

1. Signature : …….

   Name : …….

   Address : …….

2. Signature : …….

   Name : …….

   Address : …….

SCHEDULE 'A' - DESCRIPTION OF THE SAID APARTMENT FOR RESIDENTIAL USAGE AND BASEMENT & PARKING(S).

SCHEDULE 'B' – SITE PLAN AND FLOOR PLAN OF THE APARTMENT.

SCHEDULE 'C' -PAYMENT PLAN.

SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT FOR RESIDENTIAL USAGE).

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

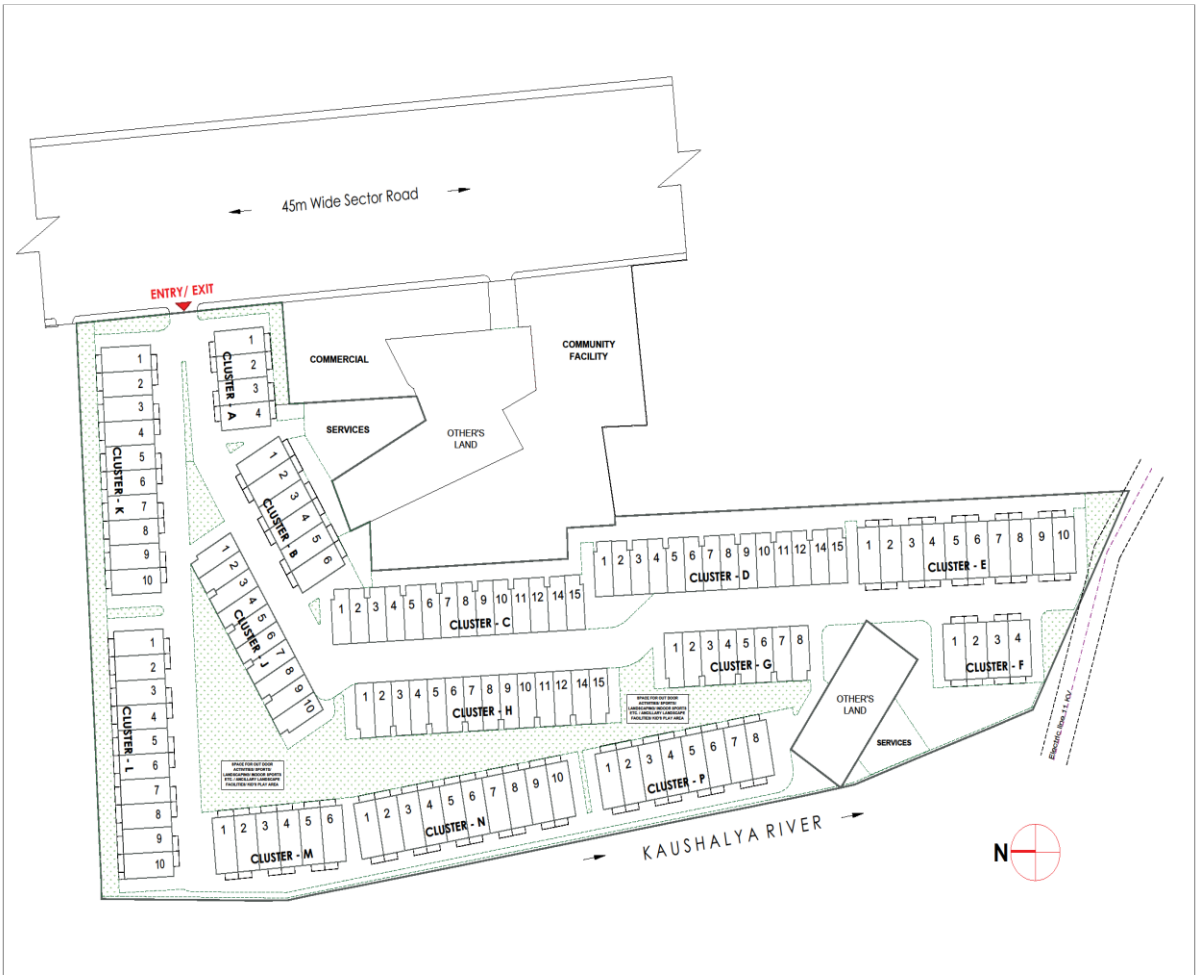
SCHEDULE 'A'

DESCRIPTION OF THE SAID APARTMENT FOR RESIDENTIAL USAGE AND BASEMENT & PARKING(S)

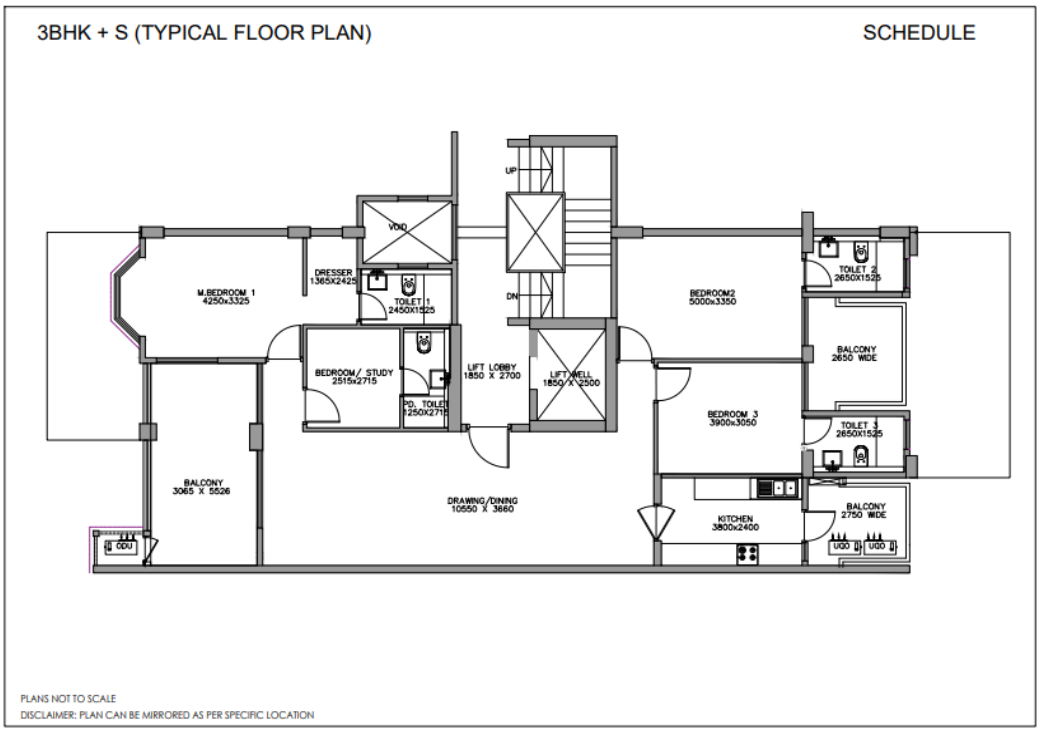
SCHEDULE 'B'

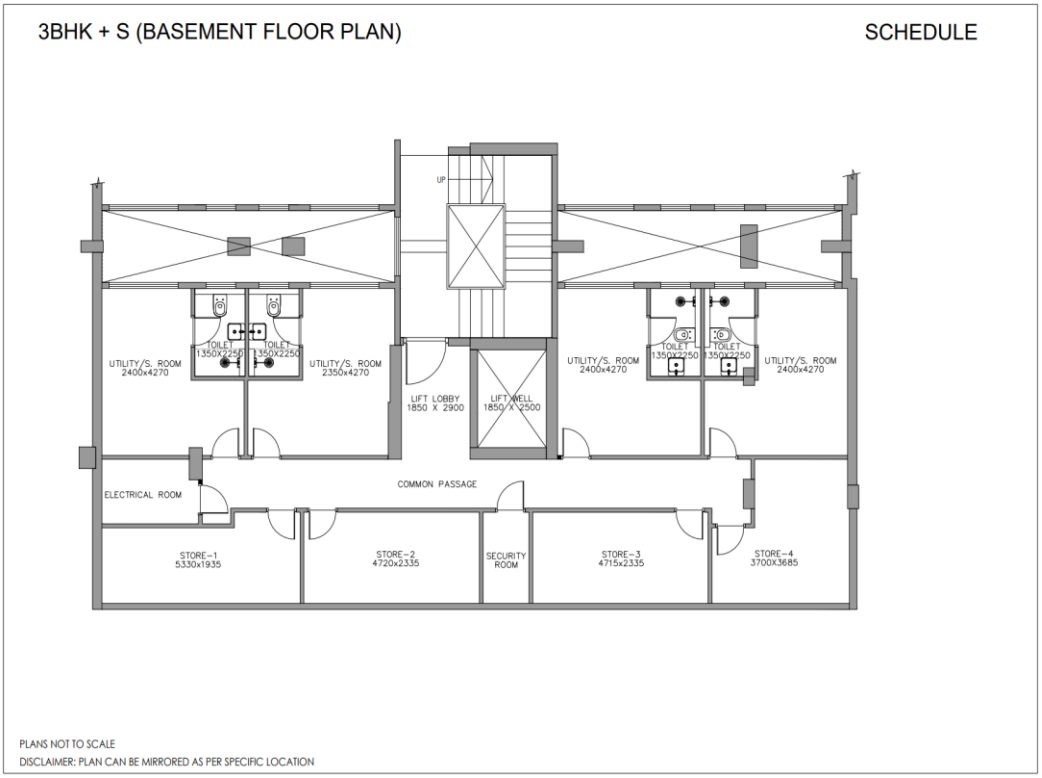
SITE PLAN AND FLOOR PLAN OF THE APARTMENT

1. Site Plan:

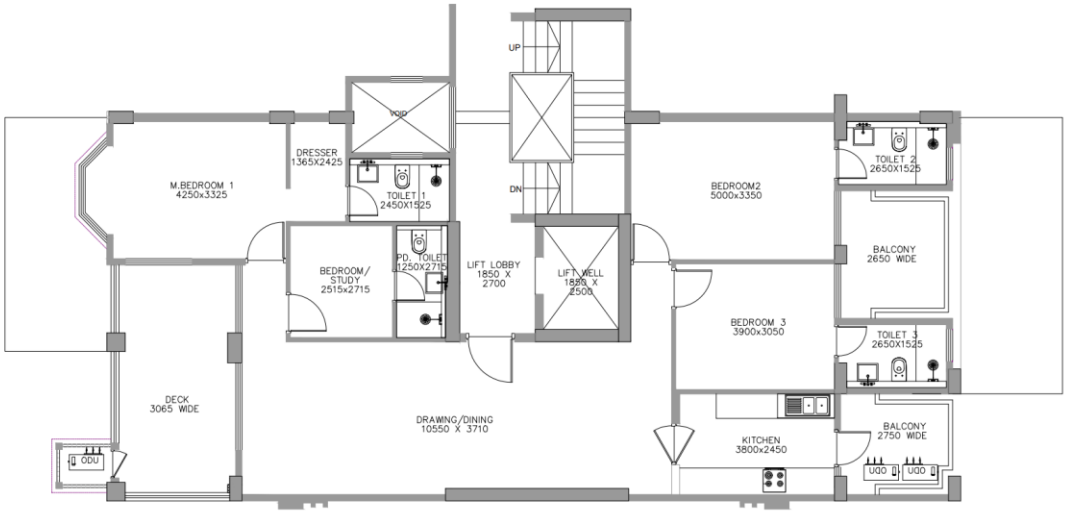


2. Floor Plans



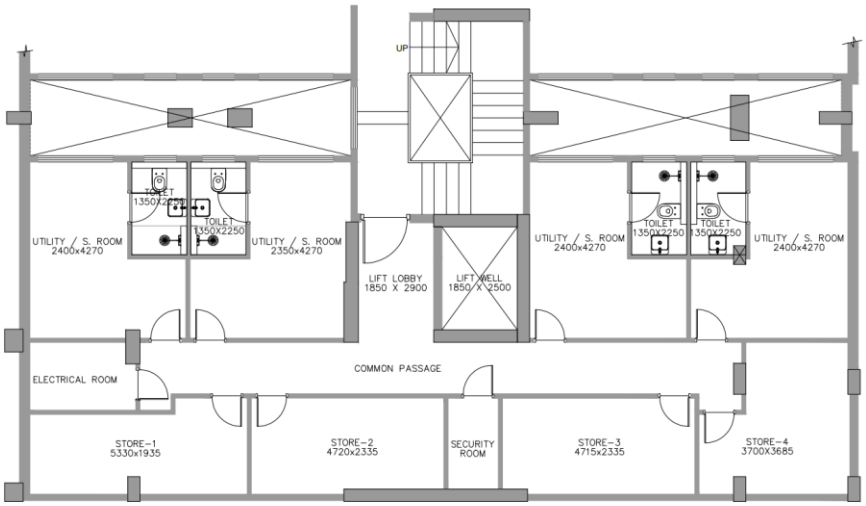


3BHK + S CORNER (TYPICAL FLOOR PLAN) SCHEDULE



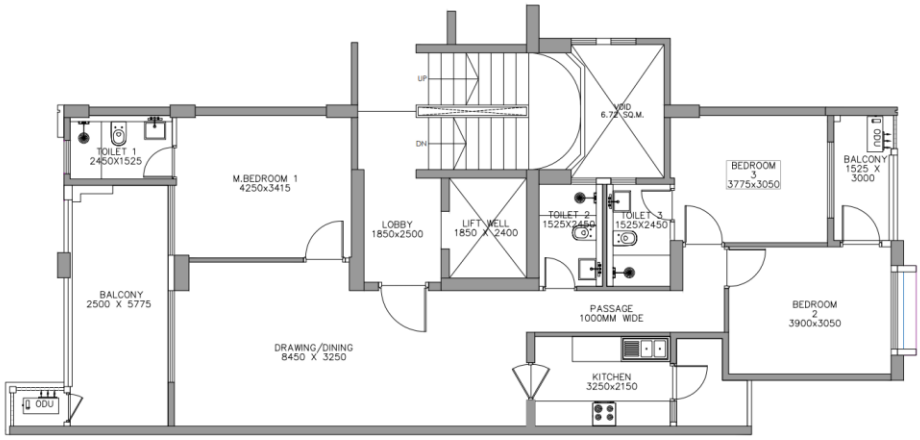
PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

3BHK + S CORNER (BASEMENT FLOOR PLAN) SCHEDULE



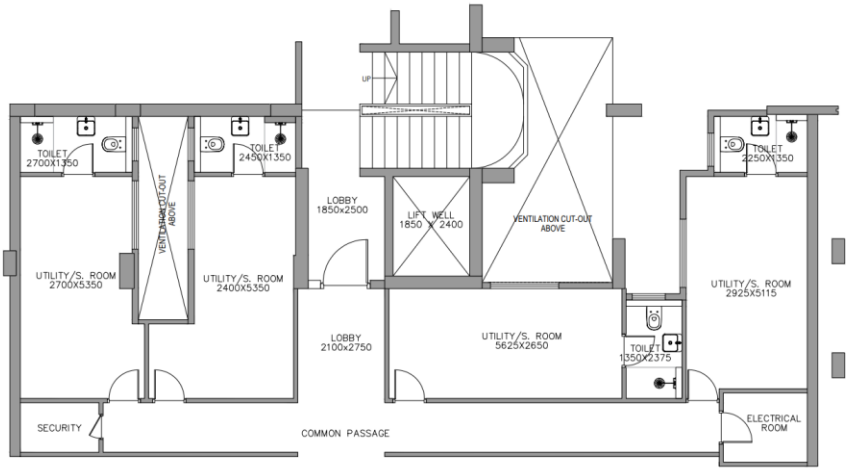
PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

3BHK (TYPICAL FLOOR PLAN) SCHEDULE



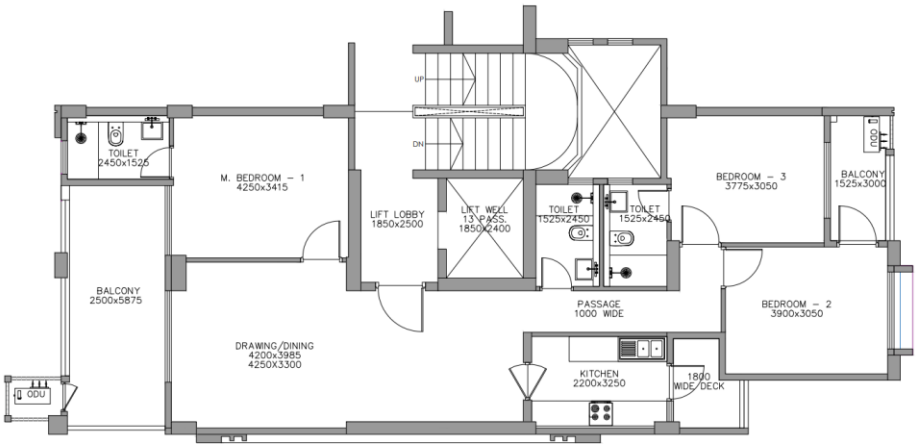
PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

3BHK (BASEMENT FLOOR PLAN) SCHEDULE



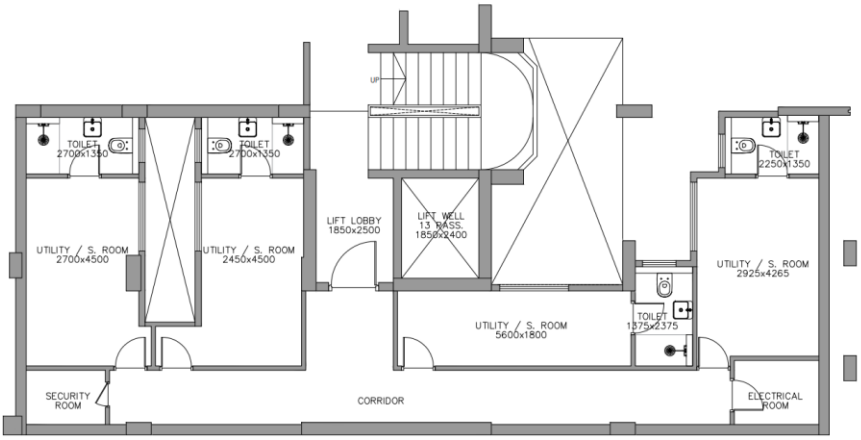
PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

3BHK CORNER (TYPICAL FLOOR PLAN) SCHEDULE



PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

3BHK CORNER (BASEMENT FLOOR PLAN) SCHEDULE



PLANS NOT TO SCALE
DISCLAIMER: PLAN CAN BE MIRRORED AS PER SPECIFIC LOCATION

SCHEDULE 'C'

PAYMENT PLAN

1. Standard Payment Plan:

Sr. No	Instalment Description	% Due of Unit Price
1	On Application	INR 10 Lacs
2	Booking Amount (Within 30 days of application)	Booking Amount (10%) less INR 10 Lakhs
3	Within 90 Days of Application	15%
4	On casting of Terrace Slab of the Block	25%
5	On Application of OC	25%
6	On Receipt of OC	15%
7	On Offer of Possession	10%
	Total	**100%**

2. Down Payment Plan:

Sr. No	Instalment Description	% Due of Unit Price
1	Amount on Application	INR 10 Lacs
2	Booking Amount - Within 30 days of application	Booking Amount (10%) less INR 10 Lakhs
3	Within 120 Days of Booking	80% (less Down Payment Rebate at ____%)
4	On offer of possession	10%
	Total	**100%**

Note:

1. Stamp duty and registration charges as applicable.
2. GST as applicable on each instalment.
3. Down Payment Rebate at _____% shall be applicable on Unit Price.
4. Holding Charges at the rate INR 15/- per sq. ft. per month on carpet area (if applicable).
5. Interest Bearing Maintenance Security (IBMS)* at the rate INR 75/- per sq. ft. (807.3/- per sq.mtr) on carpet area (rounded off to nearest thousand) shall be payable on the offer of possession.
6. 12 months CAM charges* shall be payable in advance.
   (*detailed T&C shall be as per Maintenance Agreement)

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT FOR RESIDENTIAL USAGE).

Proposed Specifications

PART A – INSIDE THE APARTMENT

Living / Dining / Lobby / Passage

Floor	Marble
Walls	Acrylic Emulsion/ OBD
Ceiling	Acrylic Emulsion/ OBD

Bedrooms

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion/ OBD
Ceiling	Acrylic Emulsion/ OBD

Kitchen

Walls	Tiles up-to 2' above counter & Acrylic Emulsion paint in balance area.
Floor	Anti-skid Tiles
Ceiling	OBD
Counter	Granite/Synthetic stone
Fittings/Fixtures Type	CP Fittings, SS Sink, Exhaust fan

Balcony

Floor	Tiles
Ceiling	OBD

Toilets

Walls	Combination of Tiles / Acrylic Emulsion Paint / Mirror
Floors	Anti-skid tiles
Ceiling	OBD
Counter	Granite / Synthetic Stone
Fixtures/Accessories	Exhaust Fan, Towel rail / ring of standard make, Geyser

Sanitary ware/ CP fittings	CP fittings, Wash Basin, Floor mounted / Wall-hung WC

Plumbing

CPVC & UPVC piping for water supply inside the toilet & kitchen and vertical down takes.

S. Room

Floor	Tiles/ Mosaic cast-in-situ flooring/IPS
Walls & Ceiling	OBD
Toilet	Tile in floor, Conventional CP Fittings, White Chinaware

Doors

Internal Doors	Painted frame with Painted flush doors
Entrance Doors	Painted / Polished frame with laminated flush door.

External Glazing

Windows/ External Glazing	Single glass unit with clear glass -UPVC/ Aluminium/ MS Frames & shutters- in habitable rooms. Frosted/Clear Glass in toilets

Electrical Fixtures/Fittings

Modular switches and ceiling light fixtures in Balconies.

PART B – COMMON AREAS IN THE BUILDING

Power Back-up

3BHK+S- not exceeding 4.2 KW/5.25 KVA

3BHK- not exceeding 3.5 KW/4.3 KVA

DG Capacity shall be at 10% of load factor and 10% overall diversity for apartment as well as common areas.

Security System

CCTV in driveway of parking, ground floor entrance lobby

Lift Lobby

Lift	Capacity of 13 persons

Staircases

Floor	Indian Stone / Indian Marble / Granite/Tile
Walls	Acrylic Emulsion / OBD

- Airconditioning in Living, dining, bedrooms & in study rooms (if any)

Conversion Scale

1 ft = 304.8 mm

DISCLAIMER: Marble/Granite being natural material have inherent characteristics of colour and grain variations. Specifications are indicative and are subject to change as decided by the Promoter or competent authority. Marginal variations may be necessary during construction.

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT/ COMMON AREAS).

List of common areas and facilities for use of the Allottee within the Building

1. Staircase and mumty.
2. Lift Lobbies, lift and lift shaft.
3. Entrance Lobby at Stilt level.
4. Lift machine room (if any).
5. Electrical room, guard room (if any).
6. Toilet on ground floor (if any).
7. Terrace and services on terrace.
8. Open area on front side and rear side of the building.
9. Driveway and stilt area except parking bays.
10. Services at Stilt / ground level.
11. Services at basement (if any).
12. Common Corridor in Basement (if any).

It is specifically made clear by the **Promoter** and agreed by the **Allottee** that this **Agreement** is limited and confined in its scope only to the **Apartment**, amenities, and facilities as described of this schedule in the Footprint of the **Apartment**. It is understood and confirmed by the **Allottee** that all other land(s), areas, facilities and amenities outside the periphery / boundary of the **Apartment** or anywhere in The Valley Orchard are specifically excluded from the scope of this **Agreement** and the **Allottee** agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this **Agreement** for calculating the sale price and therefore, the **Allottee** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.