

Draft
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ (Date) day of _____ (Month), 20____,

By and Between

(i) M/s Sonika Properties Pvt. Ltd. (CIN No.U74899DL1989PTC034878), having PAN No. AAACS1757R, hereinafter referred to as "**Promoter**" along with (ii) M/s Dipesh Realtors Pvt. Ltd (iii) M/s Samdarshi Promoters & Developers Pvt. Ltd. (iv) M/s Nachiketa Projects Pvt. Ltd . hereinafter referred to as the "**Land Owning Companies**" and (v) M/s Suncity Projects Private Limited, (herein after referred to be as "**Developer**") all having their Registered Office at LGF – 10, Vasant Square Mall, Plot – A, Sector – B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070; hereinafter collectively referred to as the "**FIRST PARTY**" acting through Sh. _____, S/o Sh. _____, duly authorized by respective Board Resolution(s) dated_____, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its Collaborators, Associate Companies, successors-in-interests, legal representatives, liquidators, administrators, nominees and permitted assigns] of the FIRST PART.

AND

[if the allottee is an individual]

Mr./Mrs./Ms.....son/daughter/wife of Mr.....aged about years, R/o..... (Aadhaar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhaar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

M/s _____ LLP... (LLP IN.....), a Limited liability Partnership firm having its registered office at _____ (PAN-.....) _, acting through its Partner Shri (Aadhaar No.....), who has been duly authorized vide Authority Letter dated (hereinafter referred to as "the Allottee" which expression shall unless repugnant to the meaning or context thereof include its partners, authorized representatives, administrators, executors, successors, legal representatives and permitted assigns) of the FOURTH PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhaar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is HUF]

Mr./Ms.(Aadhaar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

The First Party and the Allottee(s) shall hereinafter be collectively referred to as "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;
- (b) "Government" means the Government of the State of Haryana.

- (c) "Rules" means the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (d) "Regulation" means the Regulation made under the Act;
- (e) "Project" shall mean a multi-storied residential Group Housing Scheme partly developed and partly being developed by the Promoter, on the land totaling 23Bigha 14Biswa and 0Biswansi or 14.813 Acres forming part of the revenue estate of Village & District Rohtak, under the name and style of "Suncity Heights - Rohtak" duly approved vide license bearing No. 65 of 2010 dated 21.08.2010 & building plan vide memo no. ZP-647/SD(DK)/2015/3584 dated 05.03.2015 granted by Director, Town and Country Planning Haryana. The validity of said license is extended till 20.08.2023 vide letter Memo No. LC-1924 /JE(MK)-2021/1942 dated 27-01-2021.
- (f) "Phase –III" means the phase comprising of Tower T1, T4, T5, T6 & T15 having total FAR 31359.801 sq. mtr. and the project consisting of residential apartments plus basements for parking and services facilities as prescribed under License no. 65 of 2010 dated 21.08.2010 & building plan approved vide memo no. ZP-647/SD(DK)/2015/3584 dated 05.03.2015 which shall be common to the entire Project. That towers T1, T4, T5, T6 & T15 to be constructed on land admeasuring 3315.664 sq. mtr.

The Occupation for the constructed Towers - Tower T2, T3, T10, T11, T12, T16 (EWS from Ground Floor to 2nd Floor), Part covered Terrace and Part Basement of the Project Suncity Heights, Sector 36 A, Rohtak was received vide Memo No. ZP-647-Vol.-I/AD(RA)/2018/19934 dated 09-07-2018. Similarly The Occupation Certificate for Tower No. T7, T8, T9, T14, T16 EWS (3rd to 5th Floor), T17 Shopping including basement underneath the above towers was obtained vide Memo No. ZP-647-Vol.-I/AD(NK)/2019/2284 dated 24-01-2019.

The Registration of Phase-I Towers T7 & T9 of project under the Real Estate (Regulation and Development) Act, 2016 and rules framed was granted by the Haryana Real Estate Regulatory Authority Panchkula vide Registration No. HRERA-PKL-RTK-107-2019 dated 27-03-2019. Similarly Phase –II of the aforesaid project comprising Towers T8, T14, T16 EWS (3rd Floor to 5th Floor) T17 Shopping, T17 Club & Primary School was registered vide Registration No. HRERA-PKL-224-2021 dated 19.01.2021

- (g) "Section" means the section of the Act.
- (h) "Saleable Area" means the sum of the carpet area plus outer wall area of the Apartment / Unit plus the balcony area plus proportionate common areas, lift lobbies, service area, shaft, stairs, pertaining to the Building Block in which the Apartment / Unit is situated
- (i) "EDC" means charges payable towards External Development Works and "IDC" means charges payable towards "Infrastructure Development charges" payable to the Govt. of Haryana or any authority under law.
- (j) "Interest Rate" means the State Bank of India highest marginal cost of lending rate plus 2% or such other rate as may be applicable from time to time as per the Act and Rules.

- (k) "Maintenance Agreement" means a tripartite agreement to be executed by and between the Promoter, Maintenance Agency and the Allottee, for the maintenance and upkeep of the Project/phase by the Maintenance Agency.
- (l) "Association of Allottee(s) or Maintenance society" shall means a collective of the allottees of the project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members.
- (m) "Schedule of Payment" means the payment plan and/or time and date of payment of installments as agreed by the Allottee(s) in accordance with this agreement.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of land in Khasra No. 7320 (3-2-0) and the land owning companies (i) M/s Dipesh Realtors Pvt. Ltd; owner of land bearing Khasra no. 7475(2-14-0), 7283(1-0-0), 7286(0-7-0), 7285(0-6-0), 7287(1-11-0), (ii) M/s Samdarshi Promoters & Developers Pvt. Ltd; owner of land bearing Khasra No. 10462/7288 (1-1-0), 10463/7289(0-6-0), 7317(4-7-0), 7319(2-7-0), 16352/7322(2-9-0) and (iii) M/s Nachiketa Projects Pvt. Ltd. owner of land bearing Khasra No. 16351/7322 (1-6-0), 16353/7323(1-3-0), 16354/7323(1-15-0), (herein after referred as "**Land Owners**") along with Promoter had applied for grant of license on the land mentioned above totaling 23Bigha 14Biswa and 0 Biswansi or 14.813 Acres "**said Project land**" forming part of the revenue estate of Village & District Rohtak, with the Director, Town & Country Planning, Haryana at Chandigarh for setting up of Group Housing Project in Sector 36-A, Rohtak, Haryana.
- B. The Land owners and Promoter have entered into separate agreement(s) with M/s Suncity Projects Pvt. Ltd. for construction and marketing the Project upon receipt of necessary regulatory approvals.
- C. The Director, Town and Country Planning Department, Haryana, Chandigarh granted license bearing No. 65 of 2010 dated 21.08.2010 for setting up of Group Housing Project on the land mentioned above totaling 23Bigha 14Biswa and 0 Biswansi or 14.813 Acres forming part of the revenue estate of Village & District Rohtak, Sector 36-A, Rohtak, Haryana.
- D. The Building plans for the Group Housing Project were approved vide No. ZP/647/JD(DK)/2013/31355 Dated 21.02.2013 by the Town and Country Planning Department and the same were revised vide No. ZP-647/SD(DK)/2015/3584 Dt. 05.03.2015.

- E. The approval of service plan estimates for internal development works in respect of said license was granted vide Memo No. LC-1924A-PA(B)-2015/10842 dated 23.06.2015 by the office of DTCP, Haryana.
- F. The Environmental Clearance for construction of "Group Housing Colony" at Sector 36 A, Rohtak, Haryana was granted by the State Environment Impact Assessment Authority, Haryana vide No. SEIAA/HR/2013/448 dated 12.07.2013.
- G. The Said Land is earmarked for the purpose of building a Group Housing Project comprising of multistoried Apartment and various other amenities and facilities and the said project is known as 'Suncity Heights' (hereinafter referred to as "**Project**"). The project for the purpose of construction, sales and delivery phases has been divided by the PROMOTERs in various phases.
- H. The First Party is fully competent to enter into this Agreement and all the legal formalities have been completed with respect to the right, title and interest regarding the Said Land on which Phase III of Project is to be constructed;
- I. The First Party obtained the approval of layout plan, building plan and requisite approvals for the Project from the office of the Director, Town & Country Planning, Haryana. The First Party agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- J. The Allottee had applied for an apartment in the Phase- III of the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having saleable area of _____ square feet, _____ square Mtr. on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/covered/open parking, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Said Unit / Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, which have been issued by the State of Haryana/statutory authorities

particularly the provisions of the Act & Rules and allottee(s) is also aware of his/her/their obligation for registration of this Agreement in respect of the said Apartment, in terms of the allotment of the said apartment.

- M. The Parties, relying on the confirmations, representations and assurances of each other to 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;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment along with parking (if applicable) as specified herein above.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agrees 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 and the Allottee hereby agree to purchase, the Apartment as specified herein above.
- 1.2 The Total Price (excluding taxes) for the said Apartment based on the saleable area is Rs. _____/- (in words Rupees _____ only) (**"Total Price"**).

Building/Tower No. :	Rate of Apartment per Square feet of the saleable area :- Rs. _____/-
Apartment no. :	
Saleable Area :	
Carpet Area :	
Floor :	
Total Price:-	

Other Charges:-	
(a) IFMS	
(b)	
(c)	

Explanation:

- (i) The Allottee has paid a sum of ₹_____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment for Residential usage alongwith parking at the time of application; the receipt of which the Promoter, hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for Residential usage along with parking as per the Payment Plan opted by the Allottee [**Schedule- C**] and demanded by the Promoter from time to time and in the manner specified therein. Further, the Allottee has paid a sum of Rs _____ (Rupees _____ only) towards GST and other applicable taxes, if any on booking amount;

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

- (ii) The Allottee shall be separately liable and responsible to pay all taxes like GST and cess or any other similar taxes, duties, levies or impositions which may be levied, in connection with the construction of the project as per applicable laws prevailing from time to time. All taxes including GST, levies, cess shall be charged in addition to the total price. In addition, the Allottee(s) shall be liable for the payment of Stamp Duty, Registration cost and out of pocket expenses for the registration of the conveyance deed of the same. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter, as the case may be, shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule 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, however, it is clarified that if there is increase in the taxes or fresh tax is imposed for the period prior to that, the Allottee shall be liable to pay the same on demand by the Promoter or the Competent Authority, as the case may be;

- (iii) The Allottee(s) shall be liable to pay house tax/property tax, firefighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) proportionately to the saleable area of the Apartment / Unit.
- (iv) 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 paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) The Total Price in respect of the Apartment; the specifications of which have been more fully described in **Schedule- D** shall alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment but also of the Common Areas], infrastructure development charges, infrastructure augmentation charges, external development charges, cost of providing connectivity to the electricity supply upto energy meter, water and sewerage connections, fire detection and firefighting equipment, lifts in common areas etc.. In case of fresh demand or any enhancement or increase in the any charges by the Government / competent authority, prospectively or retrospectively, the same shall be payable by the Allottee (s) on demand by the Promoter.
- (vi) In addition to the total price of the said Apartment, the Allottee(s) shall also be liable to pay Interest Free maintenance security [IFMS], maintenance charges, documentation charges, stamp duty, registration charges and any other charges/taxes as applicable including GST at the time of registration of this Agreement and Sale Deed, in respect of the Unit. Maintenance Deposit/IFMS (alongwith applicable Taxes including GST) shall be transferred to the Maintenance Society /Association of Allottee(s) or its nominee at the time of conveyance of common areas and facilities to the Association without any interest. However, the Promoter shall have right to deduct from IFMS the maintenance charges unpaid by the Allottee before transferring the IFMS to the Society. The amount of IFMS collected from Allottee(s) shall be kept by the Promoter in separate account.
- (vii) The Maintenance charges (alongwith applicable Taxes including GST) shall be charged from the date of offer of possession on the monthly basis or from the date of execution of the Sale Deed, whichever is earlier. The Maintenance charges shall be charged on the basis of actual cost incurred plus 10% by the first party or its nominee. The Maintenance charges will be charged by the Promoter till the maintenance of the said project is taken over by the registered society of the Allottee(s) or by its nominee.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee 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 undertake and agree that while raising a demand on the Allottee 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, 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, however, it is clarified that if there is increase in the taxes or fresh tax is imposed for the period prior to that, the allottee shall be liable to pay the same on demand by the Promoter or the Competent Authority, as the case may be.
- 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 installments payable by the Allottee by discounting such early payments as mutually agreed for the period by which the respective installment 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 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, layout 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 without the previous written consent of the Allottee as per the provisions of the Act and rules made thereunder or as per approvals/instructions/guidelines of the competent authority(ies). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, 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 confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/unit is complete and the occupation certificate/part occupation (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 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. 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 Allottee, the Promoter may demand that from the Allottee 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 shall have the right to the Apartment alongwith parking if applicable as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment for Residential usage alongwith parking;
 - (ii) The Allottee 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 provided in Rule 2(1)(f) of the Rules;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment.
- 1.9 The Promoter agree to pay all outstanding payments before transferring the physical possession of the Unit/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 fail 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 Unit/Apartment to the Allottee(s), the Promoter agree 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 therefore by such authority or person.
- 1.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part

payment towards the Total Price of the Apartment along with parking (if applicable) at the time of application. The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] 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 delays in payment towards any amount which is payable, he shall be liable to pay interest along with applicable GST at the rate prescribed in the Rules.

- 1.11 Any right made by virtue of this agreement shall vest in the Allottee only upon actual realization of the payments / Cheques made in terms of this agreement.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments, 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 '**SUNCITY PROJECTS PVT. LTD.**' payable at **DELHI/ROHTAK/GURGAON**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations 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 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 shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of

the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee 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 Apartment to the Allottee(s) and the common areas to the association of allottee 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 has seen the proposed demarcation-cum-zoning / site plan/ building plan, specifications, amenities and facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit/Apartment for Residential usage alongwith parking 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.

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 conditions 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 Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 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 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 said Unit/Apartment for Residential usage -** The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment for Residential usage alongwith parking (if applicable) to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement.

The Promoter assure to hand over possession of the Unit/Apartment for Residential usage alongwith parking, if applicable as per agreed terms and conditions on or before _____, unless there is delay due to "force majeure", Court orders, Government policy/ guidelines/ decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/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 and above mentioned conditions, then this allotment shall stand terminated and the Promoter as the case may be, shall refund to the Allottee the entire amount without interest received by the Promoter from the Allottee 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, 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. It is clarified & agreed between the parties that the amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST(if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded or paid, would not be refunded by the Promoter and the Allottee agrees to file for refund claim from the Government. The Promoter will provide necessary assistance in so far related to the documentation which may be required for claiming the refund from the government.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing Colony along with parking (if applicable) shall offer in writing the possession of the Apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 Group Housing Colony alongwith parking (if applicable) at the time of conveyance of the same. The Allottee, after taking

possession, agree(s) to pay the maintenance charges as defined in above clause and holding charges @ Rs.10 /- per sq. ft. of the saleable area which shall be payable in addition to the maintenance charges if the Allottee fails to take the possession alongwith applicable Taxes (including GST, if any) as determined by the Promoter/Association of Allottee(s)/ competent authority, as the case may be.

- 7.3 **Failure of Allottee to take possession of Apartment-** Upon receiving a written intimation from the Promoter as per above para 7.2, the Allottee shall take possession of the Unit/Apartment for Residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit/Apartment for Residential usage to the Allottee as per terms and conditions of agreement.

In case the Allottee fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in para 7.2, such Allottee 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/Towers in respect of Group Housing colony and handing over the physical possession of the Unit/Apartment for Residential usage alongwith parking 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 Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules.

- 7.5 **Cancellation by Allottee-** The Allottee 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 nonpayment of any due payable to the promoter). The rate of interest payable by the allottee 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 within ninety days of such cancellation. The refund in case of cancellation would be restricted to the amount which has been paid by the Allottee(s) excluding taxes. The Goods and Service Tax on the demand made and/or amount received would not be refunded by the Promoter and the Allottee(s) agrees to file for refund claim from the Government. The Promoter shall provide assistance insofar related to the documentation which may be required for claiming the refund from the Government.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the 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 order, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking

- (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 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 Unit/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 does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit/Apartment for Residential usage, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter along with Land owners have absolute, clear and marketable title with respect to the said Land / Phase III; the requisite rights to carry out development upon the said Land / Phase III and absolute, actual, physical and legal possession of the said Land / Phase III of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the whole of the Project;
- (iii) At present, the project is free from any encumbrances.

- (iv) All approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the Project as well as for the Unit/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 Apartment for Residential usage and for common areas as provided under Rule 2(1)(f) of Rules;

- (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, except as mentioned herein above, with any person or party with respect to the said Land, including the Project and the said Unit 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 Unit 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 Unit/Apartment for Residential usage alongwith parking to the Allottee(s), common areas to the association of allottee(s) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules;
- (ix) The Schedule Property 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 Schedule Property;
- (x) The Promoter has duly paid and shall 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 said Project to the competent authorities till the offer of possession of the Apartment has been issued, and as per the provisions of the Haryana Development and Regulation 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 Rules 2(1)(f) of Rules;

- (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 property) 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 provide ready to move in possession of the developed Unit/Apartment for Residential usage alongwith parking (if applicable) to the Allottee 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 Unit/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 the 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the 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 shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid excluding Taxes demanded or paid by the Allottee under any head whatsoever towards the purchase of the unit/ apartment, along with interest at the rate prescribed in the Rules within **ninety days** of receiving the termination notice:

Provided that where an Allottee 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 Unit/Apartment for Residential usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee 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 payment 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 (alongwith applicable GST) to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case default by Allottee under the condition listed above continues for a period **beyond ninety days** after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/Apartment for Residential usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid by the allottee by forfeiting the booking amount paid for the allotment, taxes paid or demanded and interest component on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee 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 within 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 about such termination at least thirty days prior to such termination. It is clarified & agreed between the parties that the amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST(if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded or paid, would not be refunded by the Promoter and the Allottee agrees to file for refund claim from the Government. The Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of total price including applicable taxes including GST as per Clause-1.2, shall execute a conveyance deed in favor of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/ 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. However, in case the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee 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 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 such maintenance for two months has been included in the Total Price of the Unit/Apartment for Residential usage.

In case, the allottees/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 (alongwith applicable Taxes including GST) as spent on maintaining such essential services beyond his scope in terms of this agreement.

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 from the date of handing over possession or obtaining of necessary certificate whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, 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. However, any hairline cracks due to weather changes will not be in the scope of the promoter.

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

The Promoter/maintenance agency/association of allottees/ 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 Unit/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 and Service Areas: The basement(s) and service areas, as located within the said project 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Apartment for Residential usage alongwith 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 Unit/ Apartment for Residential/ Commercial / any other usage alongwith 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 alongwith parking (if applicable) and keep the Apartment for Residential usage alongwith 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.

15.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity

material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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/ Association of allottees shall not store any hazardous or combustible goods in the Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/allottees/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/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable), 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 a Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the said 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 Unit/ Apartment for Residential/ Commercial / any other usage alongwith 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 who has taken or agreed to take such Unit/ Apartment for Residential/ Commercial / any other usage alongwith parking (if applicable).

However, the Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement for Sale, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter as per the payment plan mentioned above on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 9 as stated above.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees 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 of Haryana.

20. BINDING EFFECT:

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 State of Haryana.

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 the said agreement and register the said agreement, as per intimation by the Promoter then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (after deducting taxes) shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is

incapable of executing the same, then in such a case the Promoter has an option to forfeit ten percent of 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 parking (if applicable).

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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 along with parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment for residential usage, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. It is made clear that the Allottee(s) shall be liable to make payment against transfer charges as applicable in the event of transfer to subsequent Allottee.

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 [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.
- 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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 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 Unit/ Apartment for Residential usage alongwith parking (if applicable) bears to the total area/carpet area of all the Unit/ Apartments in the said 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 completed 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 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Rohtak, Haryana. Hence this Agreement shall be deemed to have been executed at Rohtak, Haryana.

29. NOTICES:

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

M/s Sonika Properties Pvt. Ltd. (Promoter's name)	Allottee(s) name
Address LGF – 10, Vasant Square Mall, Plot – A, Sector – B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070	Address.....

It shall be the duty of the Parties to inform each other of any changes 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 Allottees 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 Allottee(s).

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, 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, rules and regulations made thereunder including other applicable laws of India 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 a the adjudicating officer appointed under the Act.

34. ADDITIONAL INFORMATIONS AND DECLARATIONS OF THE PARTIES HERETO WHICH ARE NOT DEROGATORY TO RERA FORMAT OF AGREEMENT:

34.1 In addition to term 9.3, following occurrences shall be considered as Allottee's default and shall be governed by term 9.3:

- (i) Failure to take over the said apartment for occupation and use within the time stipulated by the developer.
- (ii) Failure to execute the conveyance deed/or any other definitive deed within the time stipulated by the Developer.
- (iii) Failure, pursuant to a request by the promoter, in terms of this Agreement for Sale allotment letter to become a member of the association of allottee(s) of the said building/ said complex or to pay the subscription charges etc. as may be required by the developer or association of allottee(s), as the case may be.
- (iv) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter.
- (v) Dishonor of any cheque(s) including post-dated cheques given by the Allottee(s) for any reason whatsoever.
- (vi) Sale/transfer/disposal of/dealing with in any manner, the reserved parking space independent of the said apartment.
- (vii) Any other acts, deeds or things which Allottee(s) may commit, omit or fail to perform in terms of this Agreement, deed of license, any other undertaking, deed etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regards shall be final and binding on the Allottee(s).
- (viii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment/unit and making of all payments pursuant to this agreement shall not be contingent on his/her/their ability or competency to obtain such financing and the allottee(s) will remain bound under this agreement whether or not the allottee(s) has/have been able to obtain financing for the purchase of said apartment/unit.

IN WITNESS WHERE OF parties herein above 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 :
Allottee : (including joint buyers)

(1) Signature _____

Please affix
photograph and sign
across the
photograph

Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix
photograph and sign
across the
photograph

**Signed and delivered by the within named :
Promoter :**

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the
presence of

Witnesses:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Schedule 'A' :	Please insert description of the Apartment along with boundaries in all four directions.
Schedule 'B' :	Floor Plan of the Apartment
Schedule 'C' :	Payment Plan
Schedule 'D'	Specifications of the Apartment

DRAFT
Allotment Letter

Date:- _____

First Applicant: _____

Co-Applicant: _____

Mr./Mrs./M/s _____

Mr./Mrs./M/s _____

Dear Sir/Madam,

This is in reference to your Application Form dated _____; whereby you have applied for allotment of an Apartment in Phase – III of our multi-storied residential Group Housing Project being developed under the name and style of “**Suncity Heights - Rohtak**” on the land admeasuring 23Bigha 14Biswa and 0 Biswansi or 14.813 Acres, situated within the revenue estate of Village & District Rohtak, Haryana & falling under Sector 36-A Rohtak, Haryana.

We are pleased to inform that you have been allotted an Apartment bearing no. _____ having carpet area of _____ sq. ft. and saleable area of _____ sq. ft. situated on _____ floor in Tower no. _____ along with parking no. _____ in our afore-said Project.

The allotment of the above-mentioned Apartment is subject to the terms & conditions as contained in Application Form/Agreement for Sale.

It is further requested to pay the Total Price and all other charges in accordance with payment plan opted by you as per the terms and conditions of your allotment.

You are kindly requested to accept the allotment letter by signing on the duplicate copy of the allotment letter and also requested to quote the allotment number in all future communication with us.

For any clarification and assistance, you may visit our office at _____ or email us at _____. We would be happy to assist you in this regard.

Warm Regards,
For Suncity Projects Private Limited

(Authorized Signatory)