

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed on this ___ day of _____, 20____,

AMONGST

SILVERGLADES INFRASTRUCTURE PRIVATE LIMITED (CIN No. U45201/DL2005PTC138897), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 404, Nirmal Tower, 26 Barakhamba Road, New Delhi 110001 and its corporate office at 5th Floor, Time Square Building, Block-B, Sushant Lok, Phase-I, Gurgaon (Haryana) (PAN - _AAJCS2157A), 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

Mr. Om Parkash son of Mr. Balbir Singh, Mr. Ved Parkash son of Mr. Balbir Singh, Mr. Braham Parkash son of Mr. Balbir Singh, Mr. Jai Parkash son of Mr. Parveen, Mr. Bharat son of Mr. Parveen and Mr. Sat Parkash son of Mr. Parveen, all residents of Village Sukhrali, Gurugram, Haryana, (hereinafter jointly known as “**Owners**” or “**Confirming Parties**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and permitted assigns)

AND

[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 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**” (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 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 shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

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

- a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) “**Government**” means the Government of the State of Haryana;
- c) “**Rules**” means the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- d) “**Section**” means a section of the Act.
- e) “**Competent Authority**” shall mean and refer to any Central/State of Haryana or Municipal, Judicial, Quasi-Judicial, Government or Semi-Government Authority, body, Department, Agency or instrumentality (whether statutory or otherwise) including the DGTCP having jurisdiction over the Total Project/Project/Project Land/Said Land under the applicable laws.
- f) “**Force Majeure**” shall be defined as any circumstance beyond the control of the Promoter (Such as a war, pandemic, act of god, floods, terrorist attack, lockdown, government action / rule / law) that would prevent the party to fulfil its obligation under this Agreement.
- g) “**Carpet Area**” shall have the same meaning as ascribed to it under the Act;
- h) “**Common Areas**” shall mean and include all common areas of Tower A, Tower B and Tower C of the Project (*defined hereinafter*) which shall be used by the Allottee in common with other allottees of the Project.

WHEREAS:

- A. Mr. Om Parkash, Mr. Ved Parkash, Mr. Braham Parkash, Mr. Jai Parkash, Mr. Bharat & Sat Parkash are the absolute and lawful owners of khasra nos. 35//16(7-12), 35/ /17/1(4-8), 35/ /24/2(4-8), 35/ /25(7-12), 39/ /5(7-12), & 39/ / 6(7-4), total land admeasuring 4.85 Acres (19627.25 square meters) situated at Village Sukhrali, Sector -28, Gurugram (“**Said Land**”). The Owners and the Promoter have entered into a collaboration agreement dated 03.04.2013 registered as document no. 268 at the office of the Sub-Registrar, Gurugram, for the purpose of development and construction of the Total Project on the Said Land;

- B. The Said Land is earmarked as mix land use for the purpose of residential and commercial project under Transit Oriented Development policy (“**TOD Policy**”), comprising of multi-storeyed apartment(s) & commercial building(s) and the project shall be known as ‘HighTown’ (“**Total Project**”);
- C. The Promoter has conceptualized the development of the Total Project consisting of residential and commercial units. The residential units are named as ‘**HighTown Residences**’ comprising of Tower-A, Tower - Band Tower- C (hereinafter referred to as “**HighTown Residences/Project**”) and the commercial units are named as ‘HighTown Square’, which comprises of ‘Tower C Commercial’ (“**Commercial Project**”).
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be constructed have been complied with;
- E. The Director General Town & Country Planning Department, Chandigarh, Haryana (“**DGCTP**”) has granted the approval/sanction to develop the Total Project vide approval dated 27.12.2013 bearing license/sanction No. 110/2013 with benefit of TOD Policy vide Memo No. ZP-1085-Asstt.(RK) 2019/19887 dated 19.08.2019.
- F. The Promoter has obtained approval of the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Total Project, as the case may be, from DGCTP, Chandigarh, Haryana;
- G. The zonal plan of the Total Project has been approved by DGCTP for the development of the Total Project vide Memo. No. 4531 dated 30.12.2013 which has been subsequently revised vide memo No. 7098 dated 19.08.2019 under TOD Scheme;
- H. The Chief Town Planner-cum-Chairman, Building Plan Approval Committee has approved the Building Plan for the Total Project vide Memo. No. ZP-1085/SD(DK)/2020/17983 dated 12.10.2020 under TOD Policy;
- I. 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;
- J. The Promoter has registered the Total Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram (“**RERA Authority**”), Haryana on 01.09.2020 under registration No. 22 of 2020;
- K. The Allottee applied for a residential apartment in the Project vide application no. _____ dated _____ and has been allotted a residential apartment bearing no. _____, having carpet area of _____ square feet and super area of _____ square feet, on _____ floor in tower/building no. _____ (“**Building**”) along with _____ covered car parking and undivided and impartible right to use the Common Areas (hereinafter referred to as the “**Apartment**” more particularly described in **Annexure A** and the floor plan of the Apartment is annexed hereto and marked as **Annexure B**);
- L. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

- M. 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 of Haryana and related to the Project;
- N. 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;
- O. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment along with parking as specified in Para K above.
- P. Relying upon the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations as are contained in the Application and this Agreement or otherwise implied thereby, the Promoter has accepted in good faith such Application and hereby agrees to sell the Apartment and the Allottee hereby agrees to purchase the same and the Allottee further agrees that the ownership of the Allottee in the Apartment will always be subject to terms hereof and provisions of applicable laws at all times including execution and registration of the conveyance deed of the Apartment in favour of the Allottee.

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 hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment along with parking as specified in Para K.
- 1.2** The Total Price for the built up Apartment along with parking based on the carpet area is Rs. _____/- (Rupees _____ only) ("**Total Price**") (Give break up and description):

Block/Building/Tower No. _____ Apartment No. _____ Type -(3BHK) (3BHK+) (4BHK) _____ Finish – (Standard) (Basic) (Warm Shell) Floor _____ Parking _____	Rate of Apartment per square feet
Total price (in rupees)	_____

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment along with parking;
- (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/Total Project) paid/payable by the Promoter up to the date of handing over the possession of the Apartment alongwith parking to the Allottee 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 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 Total Project/Project as per registration with the RERA Authority, which shall include the extension of registration, if any, granted to the said Total Project/Project by the RERA Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Payment Plan annexed in **Annexure C** herewith and the Allottee 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 the Apartment alongwith parking includes recovery of price of land, development/construction of not only of the 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 Clause 11 hereto etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment alongwith parking in the Project.
- (v) However, the Total Price is exclusive of the cost of stamp duty, registration fees and legal charges for the execution and registration of the Agreement and the conveyance deed of the Apartment, which shall be payable by the Allottee to the Promoter at the rates as applicable at the time of execution and registration of the Agreement and Conveyance Deed.
- (vi) Total Price does not include IFMD (Interest Free Maintenance Deposit) payable upon Offer of Possession.

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 undertakes and agrees 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 Total Project/Projectas per registration with the RERA Authority, which shall include the extension of registration, if any, granted to the said Total Project/Projectby the RERA Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure C (“Payment Plan”)**.The Allottee(s) shall also be responsible and liable to pay to various government/ private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Apartment as per the bills raised through pre-paid metering or otherwise.

1.5 The Promoter may allow, in its sole and absolute discretion, a discount/rebatefor timelypayment of instalments(**“Timely Payment Rebate”**)payable by the Allotteeas per the scheme of the Promoter notified from time to time. The provisions for Timely Payment Rebateis at the sole and absolute discretion of the Promoter and can be revised /withdrawn at any time by the Promoter. It is hereby clarified that the Allottee shall not be entitled for the benefit of the Timely Payment Rebatein the event the cumulative period of delay made by the Allottee in payment of all instalments exceeds30 (Thirty) days.

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 **Annexure ‘D’ and Annexure ‘E’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartmentand the Project, 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 authorities. 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 of the Apartment that has been allotted to the Allottee after the construction of the Building/Apartment, as the case may be, 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 Pricepayable 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 the Allottee within 90 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 the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Annexure C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause1.2 of this Agreement.

Time

1.8 Subject to Clause9.3 (Allottee’s Default) and compliance with the terms &conditions of this Agreementby the Allottee and upon execution and registration of the conveyance deed of the Apartment in favour of the Allottee,the Promoter agrees and acknowledges thatthe Allottee shall have the right to the Apartment alongwith parking as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment alongwith parking;

- (ii) The Allottee shall also have undivided and impartible right to use the Common Areas of the Project i.e. 'HighTown Residences' only. 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 from the Competent Authority, as the case may be;
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment with prior intimation to the Promoter and after following the safety standards of the Project as prescribed by the Promoter from time to time;
- (iv) The Allottee shall not use or allow to be used the Apartment for any purpose other than residential or for carrying out any activity that may cause nuisance or hazard to other allottees in the Project.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, 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 therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) (inclusive of GST) as booking amount being part payment towards the Total Price of the Apartment along with 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 along with parking as prescribed in the Payment Plan 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 at the rate prescribed in the Rule 15 of the Rules.

1.11 It is specifically agreed that 10% (Ten Percent) of the Total Price, shall always be treated as the booking amount ("**Booking Amount**") being part payment towards the Total Price of the Apartment.

1.12 It is clarified that the Payment Plan has been selected and accepted by the Allottee. Any change desired by the Allottee in such Payment Plan will be at the Promoter's sole and absolute discretion and the same will be subject to recovery/adjustments in respect of discount, rebates and statutory deductions, if any.

1.13 As per the terms and conditions agreed with the Allottee, Promoter shall allot an appropriately marked, designated car parking space for the exclusive use of the Allottee. Such space shall be understood to be concurrent with the Apartment and the same shall not have an independent

legal transferable entity. The Allottee undertakes not to deal with such car parking space independent of the Apartment. In case, the Allottee has applied for and has been allotted an additional parking space, the same can be transferred only to another owner of an apartment in the Project and not to any other third party. The Allottee agrees and confirms that such allotted car parking space shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption and re-possession etc. of the Apartment in the Project.

- 1.14** The Allottee hereby agrees and acknowledges that the Allottee, being the allottee in the 'HighTown Residences' i.e. residential part of the Total Project, shall not have any right, title or interest whatsoever in the 'HighTown Square' i.e. commercial part of the Total Project and the Allottee shall not raise any claim, demand, dispute or objection whatsoever in this regard.

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Silverglades Infrastructure Private Limited _____', payable at Gurugram.

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 this 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 Clause 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 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 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.
- 3.3** As far as may be applicable, the Allottee(s) is liable to deduct Tax Deductible at Source ("TDS") at the time of actual payment, or at the time of credit of such sum to the account of the Promoter, whichever is earlier and within 30 days from the end of month in which deduction is made.

Further, the Allottee is liable to furnish the certificate of deduction of TDS in prescribed form by the government within 15 days from due date of depositing the TDS. Any failure and / or negligence on the part of the Allottee(s) to deduct the TDS, or to deposit the same with the authorities after such deduction or submission of TDS certificate of such deduction to the Promoter, and the consequences thereof shall be the responsibility and liability of the Allottee(s) alone and if the original TDS certificate is not submitted by the Allottee(s) to the Promoter within the specified time, or before such time the liability of the Promoter under the relevant Act arises, then the amount of TDS shall be considered as receivable from the Allottee(s) and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount along with applicable interest, penalties or any other fines. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 1.2 above, and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee hereby 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 along with parking 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:

5.1 The Promoter shall abide by the time schedule for completing the Total Project/Project as disclosed at the time of registration of the Project/Total Project with the Authority and towards handing over the Apartment along with parking to the Allottee(s) and the Common Areas to the association of allottees or the competent authority, as the case may be.

5.2 Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, the obligation to make timely payments for all amounts (including the Total Price) as well as other dues and deposits, including payment of any interest, against demand made by the Promoter, in writing, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

6.1 The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plan of the Total Project and specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website regarding the Project where the said Apartment along with 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.

6.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the provisions and norms prescribed by the Competent Authority 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.

- 6.3** The Allottee(s) understands and agrees that the Promoter shall carry out the internal development within the TotalProject/Project, which inter alia, includes laying of roads, water lines, sewer lines, gas pipe lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the TotalProject/Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work save and except towards payment of infrastructure augmentation charges or similar charges as may be payable to the Government in the manner provided.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the saidApartment** - The Promoter agrees and understands that timely delivery of possession of theApartment alongwithparkingto the Allottee(s) and the Common Areasto the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.

The Promoter assures to hand over possession of theApartment alongwith parking (if applicable) on or before October 11, 2025,unless there is delay due to Force Majeure, Court orders, Government policy/guidelines, decisions affecting the regular development of the Project/Total Project. If, the completion of the Project/Total 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 Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement theProjectdue to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee, within ninety days without any interest or penalties whatsoever. The Promoter shall intimate the Allotteeabout such termination at least thirty days prior to such termination. After refund of the amount tothe Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of the Apartment-

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the Project/Total Projectalongwith parking (if applicable), shall offer in writing the possession of the Apartmentwithin 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 fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide, a copy (on demand) of occupation certificate or part thereof in respect of the Project/Total Projectalongwith parking (if applicable), to the Allottee. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges 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 Apartment-

Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee shall take possession of the Apartment from the Promoter within the period specified in such written intimation issued by the Promoter to the Allottee, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of this Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided by the Promoter in the written intimation issued by the Promoter to the Allottee, such Allottee shall continue to be liable to pay maintenance charges (as specified in the Maintenance Agreement) and holding charges @ Rs. 25/- (Rupees Twenty Five Only) per sq.ft. per month of the carpet area of the said Apartment. The Holding Charges shall be distinct charges in addition to the maintenance charges and not related to any other charges/consideration as provided in the Agreement.

7.4 Possession by the Allottee—

After obtaining the occupation certificate of the building blocks in respect of the Project/Total Project and handing over the physical possession of the Apartment along with parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans and Common Areas to the association of allottees or the competent authority, as the case may be.

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 along with any applicable interest, taxes, brokerage and other applicable charges. 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.

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 compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure, Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Apartment along with 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 allottees, 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 Apartment, 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 Apartment, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

In case obligation is not complied with by the Promoter

- (i) the RERA Authority shall order to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the Project.
- (ii) in case Allottee 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 of the Act.
- (iii) if the Allottee does not intend to withdraw from the Project the RERA Authority shall order the Promoter to pay the Allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Apartment.
- (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 of the Rules.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Confirming Parties have absolute, clear and marketable title with respect to the Project Land; the Promoter has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project 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 Project Land or the Project except as provided in this Agreement. Any modification therein will be informed to the Allottee from time to time accordingly.
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project/Total Project, as well as for the Apartment 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 and for Common Areas of the Project;

- (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 created herein, may prejudicially be affected;
- (vi) Except as provided herein, 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 Project Land, including the Project and the said Apartment 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 to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed of the Apartment, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment alongwith parking to the Allottee(s), Common Area to the association of allottees or the competent authority, as the case may be;
- (ix) The Project 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 Project 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 Land to the competent Authorities till the offer of possession of Apartment has been issued 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;
- (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 Project 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 Apartment 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/Total Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment 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 is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee 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 by the Allottee, 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 Projector terminate this 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 Apartment alongwith parking, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by the 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 Apartment alongwith parking in favour of the Allottee and refund the money paid to him by the Allottee after forfeiting the Booking Amount, taxes, interest, brokerage and other applicable charges. 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.
- (iii) In the event of any misrepresentation, default, breach by the Allottee of the provisions of the Agreement, including but not limited to terms and conditions pertaining to allotment/transfer contained herein, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Allottee, is entitled to cancel this Agreement and forfeit the Booking Amount, taxes, interest brokerage and other applicable charges and refund the balance amount to the Allottee without any interest within 90 (ninety days) from the cancellation.

In case the obligations as above are not complied with either by the Allottee or the Promoter, the RERA Authority may issue suitable directions.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, on receipt of Total Price of Apartment alongwith parking, shall execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six

months from possession and convey the title of the Apartment for which possession is granted to the Allottee.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions. 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.

10.2 The Allottee undertakes to execute the conveyance deed in respect of the said Apartment within the period as may be intimated by the Promoter in writing, failing which the Allottee shall solely be liable for the consequences arising therefrom which inter-alia may include the increase in the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof.

10.3 In the event the execution of the conveyance deed of the Apartment is delayed for any reason attributable to the Allottee(s), the Allottee(s) shall alone be liable to pay increase, if any, in stamp duty, registration charges and other like charges before the execution of the conveyance deed of the Apartment in favour of the Allottee(s).

10.4 In case the Allottee(s) has taken any loan from any bank/financial institution for the Apartment, the original transfer documents including the conveyance deed of the Apartment shall be directly handed over by the Promoter to the lending institution, if so required by them, and the Allottee shall not raise any dispute or objection in this regard.

10.5 The Allottee(s) shall be solely responsible and liable for compliance of the provisions of applicable laws viz., the Registration Act, Indian Stamp Act, 1899 including any action(s) taken or deficiencies/penalties imposed by the competent authority(ies) in respect thereof.

11. MAINTENANCE OF THE PROJECT:

11.1 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 of the Project/Total Project. The cost of such maintenance for a period of 3 (three) months from the issuance of the part occupation certificate / occupation certificate thereof, has been included in the Total Price of the Apartment. The Allottee or its nominees/ agents/ employees etc., shall at all times comply with the rules and regulations laid down by the Promoter and/or the maintenance agency appointed by the Promoter (“**Maintenance Agency**”).

11.2 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 has right to recover such amount as spent on maintaining such essential services beyond 3 (three) months period.

11.3 The Allottee(s) shall pay the maintenance charges (as specified in the Maintenance Agreement) and interest free maintenance security deposit (as specified in the Maintenance Agreement) in relation to the Apartment as may be levied by the Maintenance Agency/Promoter in terms of the Maintenance Agreement and shall also promptly enter into a maintenance agreement with the Maintenance Agency/Promoter in the format to be provided by

the Maintenance Agency/Promoter (“**Maintenance Agreement**”). The Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas in the Project.

11.4 As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Allottee(s) / occupants of apartments of the Project, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project, as the case may be).

11.5 The Allottee(s) shall participate towards the formation of an Association of the Allottee(s) and further agrees and undertakes to join and become a member of the association of Allottee(s) (“**RWA**”) as and when formed by the Promoter on behalf of all the Allottee(s) in for the said Project and agrees to pay any fees, charges thereof and complete such documentation and formalities as may be required by the Promoter in this regard. The payment of such fees, charges etc. and completion of such documents and formalities as may be provided by the Promoter shall be a pre-condition to be fulfilled before the execution of the Conveyance Deed for the said Apartment in favour of the Allottee(s) and execution of the Conveyance Deed for the said Apartment by the Allottee(s) shall be a pre-condition for becoming a member of the RWA.

11.6 The Allottee(s) understands that the Maintenance charges does not include charges for power back-up, which shall be charged in the manner provided in the Maintenance Agreement. It is hereby agreed that 24*7 power backup may be available to the Apartment in the said Project and the same shall be subject to actual load only. The Allottee(s) shall be not permitted to have his own DG sets etc. in the Apartment.

11.7 The Allottee(s) agrees that if at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded, the Allottee(s) shall contribute on pro-rata basis towards security deposit /other expenses.

12. DEFECT LIABILITY:

12.1 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, 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.

12.2 The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the

agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

12.3 The Allottee hereby agrees and acknowledges that the Promoter shall be liable only for rectification of such of the defects which are not:

- 12.3.1 caused due to any act, omission or negligence attributable to the Allottee(s), or the occupant of the Apartment, or owing to the non-compliance by the Allottee(s), or the occupant of the Apartment, of any applicable laws;
- 12.3.2 Defects that are a result of ordinary wear and tear in due course;
- 12.3.3 Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
- 12.3.4 Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc..;
- 12.3.5 Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by the act of terrorism etc.;
- 12.3.6 Structural defects occurring in the Apartment that has undergone civil renovations;

12.4 The Allottee(s) agrees that the Promoter is under no obligation to give warranty for manufactured items fitted/installed in the Apartments such as cables, wires, bulbs, CP fittings, Modular Kitchen, A/C Systems, Automation System etc. as the same shall be directly governed by the terms and conditions of the manufacturer's warranty.

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 Apartment 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. That the Allottee hereby agrees and acknowledges that the Promoter has conceptualized the establishment of a club in the Project. The Allottee hereby agrees and undertakes that it shall abide by the rules, regulations and bye-laws of such club, which shall be formed by the Promoter/Maintenance Agency from time to time. All administrative and operational decision in respect of the running of the said club shall be at the sole discretion of the Promoter/Maintenance Agency. The Allottee or anyone person claiming through the Allottee shall have no right to claim any proprietary rights in the aforesaid club.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment along with parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along with parking, or Common Areas, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along with parking and keep the Apartment along with parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee/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 Apartment and parking 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 Apartment and parking, as the case may be.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by Association/Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 The Allottee shall not, in any manner whatsoever, encroach upon any of the Common Areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Project shall be liable to be removed at his/her/their cost by the Promoter or by the Maintenance Agency.

16.5 The Allottee shall use such Common Areas harmoniously with other occupants and without causing any inconvenience or hindrance to them.

17. LOAN BY THE ALLOTTEE

In case the Allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Apartment applied for, the Promoter shall facilitate the process subject to the following: (a) the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only; (b) the responsibility of getting the loan sanctioned and disbursed as per the Promoter's Payment Plan will rest exclusively on the Allottee; and (c) in the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Allottee.

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

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

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Total 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.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment and parking 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 Apartment and parking. The Promoter represents that there is an existing charge created over the Project with Yes Bank Limited for project construction finance and bank guarantees furnished to competent authorities.

21. HARYANA 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. The Promoter hereby is showing the detail of various compliance of above as applicable to the Project/Total Project:

Details of approvals/ compliances to be provided: -

- (A) DTCP License No. 110 of 2013 dated 27.12.2013 with benefit of TOD policy vide Memo No. ZP-1085-Asstt.(RK) 2019/19887 dated 19.08.2019
- (B) Approval of Zonal Plan vide Memo. No. 4531 dated 30.12.2013 from DTCP which has been subsequently revised vide memo No. 7098 dated 19.08.2019 under TOD Policy;
- (C) Approval of Building Plan Approval vide Memo. No. ZP-1085/SD(DK)/2020/17983 dated 12.10.2020;
- (D) Registration with the Haryana Real Estate Regulatory Authority at Gurugram (“**RERA Authority**”), Haryana on 01.09.2020 under registration No. 22 of 2020;

22. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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. 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 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 thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled.

23. 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 and parking (if applicable).

24. RIGHT TO AMEND:

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

25. 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 Apartment and parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and parking in case of a transfer, as the said obligations go along with the Apartment and parking for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

26.1 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 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 Allottee(s).

26.2 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.

27. 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.

28. 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 Apartment and parking bears to the total area/carpet area of all the Apartments in the Project.

29. 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.

30. 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

31. NOTICES:

That all 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:

_____ Name of Allottee
_____ (Allottee Address)

M/sSilverglades Infrastructure Private Limited
5th Floor, Time Square Building,
B- Block, Sushant Lok- I, Gurugram -122002.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

32. 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 Allottees.

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

34. 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 of Haryana for the time being in force.

35. 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.

36. TRANSFER/ NOMINATION

36.1 The Allottee(s) shall be permitted to transfer / assign the allotment of the Apartment and his rights and obligations under this Agreement to any third party with prior approval of the Promoter in writing.

36.2 If it is desired by the Allottee to transfer his interest in the Apartment to any other person (“**Transferee**”) whether by the inclusion of such Transferee’s name as a co-owner of the Apartment or by the deletion of the name of the Allottee/any co-owner and substitution by the name of any other Person, such transfer of interest shall attract charges as per rates fixed by the Promoter from time to time (“**Transfer Charges**”). However, in case a transfer of interest is due to any testamentary inheritance/succession or by inclusion/deletion/substitution of the name of any blood relative of the Allottee, as against the Transfer Charges, a nominal administrative charge shall be required to be paid as per policy of the Promoter.

36.3 The Allottee agrees and undertakes to comply with all requirements of Applicable Laws in respect of any such transfer of interest. It is clarified that transfer shall not be in breach of this Agreement and the payment of all stamp duty and other statutory dues to the Competent Authority and administrative charges or Transfer Charges as may be advised by the Promoter and any such transfer of interest shall be done only after execution of collateral documentation in the standard format(s) of the Promoter. In case the Allottee has secured any finance/loan against the Apartment from any financial institution/bank, a ‘No Objection Certificate’ of the financial institution / bank will also be required as a condition precedent for making /recording such transfer of interest.

36.4 The transfer of interest by the Allottee will be subject to conditions that the Allottee shall meet all duties and liabilities as may be in this regard and undertakes to keep the Promoter, indemnified and harmless from any liability due to any such transfer accepted to be done by the Promoter upon the request of the Allottee.

36.5 Any claim or dispute between the Allottee and any Transferee will be settled inter se by and between them and in this regard, the Allottee agrees and accepts to be directly responsible and liable for all legal and other consequences that may arise due to any such transfer and the Promoter shall not be held liable and responsible in this regard. The Allottee shall be subject to any orders of a Competent Authority which may prohibit, revoke, restrict or place conditions in relation to any such transfer.

36.6 Each nomination/transfer of interest shall be endorsed by the Promoter in its records as per format given in **Schedule I** attached hereto.

37. USE OF TERRACES

The Promoter reserves the right to give on lease or hire any part of any terrace of any building or structure in the Project/Total Project for any purpose including installation and operation of satellite antenna and dishes, communication towers and equipment or to use/hire/lease the same for advertisement purposes and the Allottee agrees not to object to the same and shall not be entitled to make any claim in this regard. The Allottee shall not be permitted to raise any construction on any terrace (temporary or permanent) and the Promoter shall be entitled to undertake additional construction anywhere on the Project/Total Project at its sole and absolute discretion in accordance with the applicable laws and transfer such construction to any third party upon such terms and conditions as the Promoter may at its discretion determine and the Allottee shall not have any objection to the same or cause any hindrance or obstruction in this respect or otherwise claim any right to construct on any terrace due to change in by-laws. Any modification/construction undertaken on the terrace by the Allottee will be demolished at the instance of the Promoter /authorities without any compensation for any loss or damage in relation thereto.

38. INDEMNIFICATION

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Promoter and its agents and representatives and effects, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

39. RIGHT OF THE PROMOTER TO JOIN AS AFFECTED PARTY

The Allottee agrees that the Promoter shall have the right to join as an affected party in any suit/legal proceedings/complaint filed before any court/tribunal by the Allottee if the Promoter believes that any of its rights under this Agreement or otherwise are likely to be affected in any manner. The Allottee agrees to keep the Promoter fully informed of any dispute with any party relating to the Apartment at all times in this regard.

40. REGISTRATION OF THE AGREEMENT

This Agreement requires to be registered under Applicable Laws and in addition to the Total Price, all charges, expenses, stamp duty, registration fee and legal/incidental expenses etc., towards execution and registration of this Agreement and the conveyance deed, at the rates as may be applicable on the date of this Agreement and the conveyance deed of the said Apartment including documentations shall be borne by the Allottee only.

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:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

ANNEXURE –A
DESCRIPTION OF THE APARTMENT

ANNEXURE B
FLOOR/SITE PLAN OF THE APARTMENT

ANNEXURE C
PAYMENT PLAN

ANNEXURE D
SPECIFICATIONS OF THE APARTMENT

ANNEXURE E
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE I
FORMAT FOR NOMINATION/TRANSFER OF INTEREST