AGREEMENT FOR SALE

THIS Agreement for Sale ("Agreement") is entered / executed at on this
dayof 2021 by and between:-
M/s RENUKA TRADERS PRIVATE LIMITED, having its Regd office at. A-25, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi 110044, having Corporate Identification Number (CIN no. U74899DL1983PTC014992) and Permanent Account Number (PAN no. AACCR7713C), represented by its authorized signatory Shri Krishan Sharma son of Shri N M Sharma (Aadhar No. 6693-0938-0510) authorized vide board resolution dated 10-April-2019, 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);
permitted assigns),
AND
AND (if so applicable, in case of joint allotment)
hereinafter called / referred the "Allottee(s)" (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 assignees).

individually as a "Party". For Convenience, the Promoter may also be referred as a "Company".

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 Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and includes all amendments.
- (d) "Section" means a section of the Act.

WHEREAS:-

- **A.** The Promoter is the absolute and lawful owner of total Land admeasuring 7.553125 Acre situated in the revenue estate of village Gadauli Khurd, Sector-37C, in Tehsil & District Gurugram, Haryana ("Said Land") vide a duly registered deed dated 07th September,2016 and **21.02.2018 and** registered as documents no. 15814 and **5675** at the office of the Sub-Registrar Gurugram.
- **B.** The above Land parcels is earmarked and approval has been accorded by the Competent Authority(ies) for the purpose of construction and development of a affordable residential project with commercial complex, comprising multistoried affordable group housing buildings, common infrastructure, parking sites and community building (community hall, anganwadi-cum-creche),and the said project shall be known as "'AASHIYARA" (hereinafter referred to as the "Project");
- C. The Director General Town & Country Planning, Govt. Of Haryana ("DGTCP") have granted License to the Promoter to develop an Affordable Group Housing under the Affordable Group Housing Policy 2013 vide License no. 15 of 2018 dated 13.02.2018 having Endst. No.LC-3014-PA(B)-2018/5969-80 for area admeasuring 5.00 Acres and License No 09 of 2020 dated 11.03.2020 having Endst. No.LC-3014-C-Asstt (RK)-2020/6599 for area admeasuring 2.53125 Acres. The combined license areas form a contiguous land parcel on which a residential group housing project, 'AASHIYARA' is

- coming up, being developed by the Promoter. The present agreement for sale is executed between the parties for the residential unit situated within project **AASHIYARA-II**, tentatively proposed to be developed / constructed within the periphery 2.53125 Acres land Area (i.e. being a part of **AASHIYARA-II**) under License No 09 of 2020 dated 11.03.2020.
- **D.** The Promoter has obtained approval on the revised building plan for the Project, from Director General Town & Country Planning, Govt. Of Haryana ("DGTCP") vide Memo No. ZP-1238/AD(RA)/2021/18375 dated 02.08.2021. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable. The Zoning plan of Project Aashiyara already approved vide Drg. No. DTCP 7374 dated 11.03.2020.
- **E.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

F.	The Promoter has registered the AASHIYARA-II of Project Aashiyara under the
	provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram or
	under registration no of The HARERA Registration
	of Aashiyara-II isvalidated till

- **G.** The nature of rights, title, interest of the Promoter in the Said Project, which is to be developed/ constructed by the Promoter as per prevailing bye-laws/guidelines of the Town and Country Planning Department, Haryana or any other concerned authority (hereinafter referred to as "said Authority") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof.
- **H.** The building plans / layout of a number of multistoried residential buildings has already sanctioned from the Department of Town & Country Planning, Haryana Govt. The Promoter agrees and undertakes that it shall not make any changes to these building plans / layout plans except in strict compliance with section 14 of the Act and other laws as applicable. Further the construction / development of the residential units in the Project (both Phases) is being undertaken by the Promoter in consonance the approved sanctioned plan for the residential group housing project, 'AASHIYARA. This shall however in no

manner be interpreted as and restricting Promoter's rights and/or its nominee's/ assignee's right to the development undertaken, being undertaken and to be undertaken in other parts, phases, blocks, (including any additions / alterations thereto) which also includes revision of the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approvals for other parts, phases, blocks, segments for Project.

I.	The Allottee had applied for allotment of one unit of Residential Apartment within the
	Said Project vide booking application form dated and has been
	Allotted Unit No having saleable super area square feet.
	(sq. mtr.) and corresponding carpet area of square feet. (
	Sq. mtr.) and of pro-rata share in the common areas ("Common Areas") as defined under
	clause (n) of Section 2 of the Act in accordance with the Haryana Apartment Ownership
	Act (hereinafter referred to as the "Said Unit"" more particularly described in Schedule A
	and the floor plan of the unit is annexed hereto and marked as Schedule B;

- **J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- **K.** The Promoter has approved/sanctioned tentative plans, designs and specifications of the Said Unit and has agreed to apply for revision of the plans which or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the allotted unit.
- L. 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 and after having read all the terms and conditions of this Agreement.
- M. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the allotted residential unit in the Said Project being developed as per currently approved building plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the said allotted unit, being fallen under Aashiyara-II.

- N. The Allottee acknowledges and accepts a copy of this Agreement was made available to him at the time of the Application seeking booking of residential unit in Project Aashiyara-II and further a copy of this Agreement been made available to the Allottee has been carefully read over and explained to him with its full legal import and effect and the Allottee has obtained independent legal and professional advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee.
- O. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the allotted residential unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the attached with the said allotted residential unit.
- **P.** 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;
- **Q.** 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(s) hereby agrees to purchase the allotted residential unit as specified in Para I;

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

1. TERMS:-

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to						
sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the residential unit						
alongwith parking space (if applicable) as specified in Para I;						
1.2 The Total Price for the allotted residential u	unit alongwith parking space (if applicable) is					
Rs/- (Rupees _	only)					
("Total Price") (as described below):-						
	Basic Rate of allotted unit per square feet					
Unit No	(including basic cost of unit, proportionate					
	cost of common areas, parking charges,					
	preferential location charges(if any) is Rs.					
	4000/- per sq.ft. (SA)					
Total Price (in rupees)	(Rupees					
	Only) inclusive of all applicable Taxes,					
	GST, Levies etc. It is clarified that Allottee					
	has to pay this amount, towards the sale					
	consideration / total price to the Promoter.					

Explanation:-

- (i) The Total Price above includes the advance booking amount / application money paid by the Allottee(s) i.e. Rs. _______ to the Promoter towards the said allotted unit. Remaining / Balance Consideration amount shall be paid as per the agreed payment plan.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by Promoter by way of GST). However, any taxes as determined by competent authority of State of Haryana or any other competent statutory authority and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project shall be payable extra by the Allottee(s) in

demand made by the Promoter and same shall be payable by the Allottee(s) either at the time of offer of possession or at the time of execution / registration of conveyance deed of the allotted unit.

Provided that in case there is any change / modification in the taxes or in statutory charges, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification;

The Interest Free Maintenance Charges shall be taken as an interest free security and the same shall be handed over to Association/maintenance agency at the time of handing over of the Project. It is hereby clarified that after handing over of the unit, the Allottee(s) is liable to pay the maintenance charges on monthly basis and any amount in lieu of default of the same shall be deducted from the above said advance interest free security.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. 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;
- (iv) The Total Price of unit includes pro rata share in the Common Areas;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the unit, or project as the case may be, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such other changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 90 (Ninety) days from the date receipt of the Occupation Certificate from the competent authority. If there is any increase in the carpet area allotted to Allottee(s) the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement on the basis of corresponding change in the super area.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right in the said allotted unit as mentioned below: (i) The Allottee(s) shall have exclusive ownership of the said allotted unit; (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act; (iii) That the computation of the price of the said allotted unit includes recovery of

price of land, construction of not only the said allotted unit but also of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire-fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project as a whole.

- 1.8 It is made clear by the Promoter and the Allottee(s) agrees that the allotted unit shall be treated as a single indivisible unit for all purposes. It is agreed that the said project is an independent, self-contained project covering the Project Land i.e. as per approved / revised zoning plan for land area admeasuring 7.53125 Acres as earmarked for whole Project 'AASHIYARA' and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s).
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the allotted unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, municipal or other local taxes, 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 said project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.10	The	Allottee(s)	has	paid	a	sum	of	Rs.		(Rupees
				only)	as	booking	amo	ount	being part payment t	towards the
	Total	Price of the	said all	otted u	nit	at the ti	ne o	f app	lication the receipt of	f which the
	Prom	oter hereby a	cknowle	edges a	nd	the Allot	tee(s) her	eby agrees to pay the	e remaining
	price	of the said all	otted u	nit as p	resc	cribed in	the l	Paym	ent Plan as may be de	emanded by
	the Pı	romoter within	the tin	ne and i	n th	e manne	r spe	cifie	therein:-	

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rule 15 of Rules (as applicable on a relevant date) computed on and from the due date (i.e. interest at the rate of SBI highest marginal cost of lending rate plus two percent) for the period of all delays.

Earnest Money will be 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter), commission, brokerage, and rebate if any, earlier allowed to the Allottee in terms of this Agreement. For clarification, at the relevant prevailing time, Earnest Money shall be construed as per the applicable AFP in the State of Haryana.

Assignment of rights under this Agreement by Allottee to any third party or to his/her nominee shall be approved by the Promoter subject to payment of such administrative costs as may be fixed by the Promoter from time to time, provided that Allottee have cleared all its outstanding dues, interest (if any) and undertakings executed by such nominee / assignee to comply and abide by the terms contained in this Agreement.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/s Renuka Traders Pvt. Ltd.' payable at New Delhi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and 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 fulfill 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall 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 this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with 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(s) and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct Promoter to adjust his/her payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the said project and handing over the allotted unit to the Allottee(s) and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be or as applicable. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE ALLOTTED UNIT /PROJECT

The Allotee(s) has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit/ Apartment along with parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. Further, the Allotee(s) have agreed and understand that the Promoter is developing "Aashiyara" Project in Phase manner and every Phase shall be considered as a standalone Project. Similarly the Unit allotted to you is in "Aashiyara". The Promoter has made clear to the Allotee(s) that the Promoter may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit of the Building and that the Allotee(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/ construction or its incidental/related activities.

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 in the State laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made there under 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 ALLOTTED UNIT

- 7.1 Schedule for possession of the said allotted unit:- The Promoter agrees and understands that timely delivery of possession of the said allotted unit is the essence of this Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the said unit on or before 08.12.2025 (or within such extended period as prescribed under the notification/rules/orders etc. as issued by competent govt. authorities) within with three months grace period, unless there is a delay or failure due to war, flood, drought, fire, cyclone, pandemic, epidemic, lockdowns, earthquake or any other calamity caused by nature affecting the regular development of the real estate project i.e. the Project - AASHIYARA-II ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount without interest received by the Promoter from the date of allotment within 90 days from that date of issue of formal letter by the Promoter for non implementation of the project. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession The Promoter, upon obtaining the occupancy certificate or part thereof from the competent authority shall offer in writing the possession of the said allotted unit, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said unit to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges and holding charges [@ Rs./- psf] as determined by the Promoter /association of allottees/authority, as the case may be from the offer of possession.

The Allottee shall only be entitled to the possession of the allotted unit after making the complete payment of the Total Consideration and other charges, interest, taxes etc. and all other sums as payable under and in terms of this Agreement. Under no circumstances, the possession of the unit shall be handed over to the Allottee unless the entire Total Consideration and any other charges, taxes etc. and all other sums payable in terms of/ under this Agreement which are due are paid in full, along with interest due, if any, have been made by the Allottee in accordance with the terms of this Agreement.

From the date of taking over of possession, the Allottee shall be responsible to comply, and cause compliance by his occupants, representatives and/or any other person claiming under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement. The Allottee shall indemnify Promoter or Association of Apartment (Units) Owners / Maintenance Agency jointly and severally, as the case may be, and their officers/employees, against any actions, claims, damages, liabilities, losses, or costs arising out of any act or omission of the Allottee his occupants, representatives and/or any other person claiming under him.

7.3 Failure of Allottee(s) to take Possession of allotted unit:-

Upon receiving a written intimation from Promoter as per Clause 7.2, the Allottee shall take possession of the allotted unit from Promoter by executing necessary indemnities, undertakings and such other documentation as may be required by Promoter and/or as prescribed under this Agreement, and Promoter shall give possession of the said unit for residential use to the Allottee as per the terms and conditions of the Agreement.

In the event the Allottee fails to comply with the essential documentation, undertaking, etc. and/or fails to take possession within [90(ninety)] days from the offer for possession as specified in Clause 7.2 above, then without prejudice to the rights and entitlements of Promoter to terminate this Agreement, the Allottee shall be liable to pay to Promoter holding charges at the rate of Rs. [...] per month per square feet of the Super Area of the Apartment ("Holding Charges"). During the period of said delay the physical possession of the allotted unit shall continue to be in possession of Promoter but at the sole risk,

responsibility and cost of the Allottee. At any time during the period of such delay Promoter may, at its sole discretion, and without prejudice to its right to recover the Holding Charges from the Allottee, cancel/terminate this Agreement in terms of Clause 9 herein.

The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

Further, in such cases of delay by the Allottee to comply with the essential documentation, undertaking, etc. or fails to take possession within [90] days from the notice for offer for possession, such Allottee shall continue to be liable to pay maintenance charges also.

- 7.4 Possession by the Allottee(s) After obtaining the occupancy certificate and handing over physical possession of the said unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the provisions contained in Real Estate (Regulation and Development) Act, 2016
- 7.5 Cancellation by Allottee(s) 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 is entitled to forfeit the Earnest Money (i.e. being 10% of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter), commission, brokerage, assured returns if any, and rebate if any, earlier allowed to the Allottee in terms of this Agreement and return the balance amount. The rate of interest payable by the Allottee to Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent / or as applicable. The balance amount of money paid by the Allottee shall be returned by Promoter to the Allottee within 90 (ninety) days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to them due to defective title of the land, on which the allotted unit is situated in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "force majeure", Court orders, Government policy/guidelines, policy / guidelines of Competent Authorities, decisions, decisions affecting the regular development of the said Project or any other event / reason of delay recognized or allowed in this regard by the Authority, if Promoter fails to complete or is unable to give possession of the said allotted unit.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or
- (ii) due to discontinuance of its 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, 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 said allotted unit for residential use, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay (i.e. interest at the rate of SBI highest marginal cost of lending rate plus two percent), till the offer of the possession of the said allotted unit for residential use, which shall be paid by Promoter to the Allottee within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / COMPANY

The Promoter / Company hereby represent and warrants to the Allottee as follows:

- (i) It has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project;
- (ii) It has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (iii) There are no encumbrances upon the Project Land or in the Said Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land/ Said Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project / Project Land are valid and subsisting and have been obtained by following due process of law. Further, it has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Project Land and Common Areas;
- (vi) It has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) It has not entered into any Agreement qua unit allotted under present Agreement 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the said unit to the Allottee(s) in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said unit to the Allottee(s) and the common areas to the Association of the Allottee(s);
- (x) 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 and over the said unit;
- (xi) It 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 Said Project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project / Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause including court order(s), government policy, guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events: (i) when it fails to provide ready to move in possession of the said unit to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the said unit shall be in a usable/habitable condition which is complete in all respects; (ii) Discontinuance of the Company's business as a Developer / Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following: (i) stop making further payments to Promoter as demanded by it. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said allotted unit, along with interest at the rate prescribed under the Rules as applicable within 90 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter the interest at the rate prescribed under the Rules i.e. at the rate of SBI highest marginal cost of lending rate plus two percent or as applicable, for every month of delay till the handing over of the possession of the said allotted unit within 90 days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events: (i) In case the Allottee(s) fails to make payments 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(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed under the Rules (ii) In case the Allottee fails to take possession of the Apartment within the stipulated time as mentioned in the Intimation of Possession by Promoter in accordance with Clause 7.2, Promoter shall be entitled to charge the Holding Charges and other charges as specified in Clause 7.2 & 7.3;

In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the said allotted unit in favour

of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the earnest money amount, if any, interest liabilities along with brokerage / taxes and this Agreement shall thereupon stand terminated. The balance amount after necessary deductions as contemplated under this clause shall be refunded back by the Promoter to the Allottee within 90(Ninety) days of such cancellation post its confirmation.

9.4 The Allottee(s) further agree that in case of cancellation of booking of the said allotted unit, the Allottee(s) shall submit 'No Objection Certificate' from the concerned dealer/channel partner, if any, in this regard.

10. CONVEYANCE OF THE SAID UNIT/ REGISTRATION OF CONVEYANCE DEED

The Promoter, on receipt of complete amount of the Price of the said unit under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the said unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee(s) fails to deposit the final demanded amount, stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID UNIT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the association of the Allottees and the same shall be handed over to Association/maintenance agency at the time of handing over of the project. It is hereby clarified that after handing over of the unit, the Allottee(s) is liable to pay the maintenance charges on monthly basis and any amount in lieu of default of the same shall be deducted from the Security Deposit/IFMS.

That the Allottee/ Association shall enter into a separate maintenance agreement (the "Maintenance Agreement") with the Promoter or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in accordance with the provisions of applicable Law, for the maintenance of common areas and facilities. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance 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 this Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession (as per Promoter's Offer of Possession Letter in terms of this Agreement), it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, Promoter shall not be liable for any such structural/ architectural defect which results from / are induced by the Allottee, (i) by means of carrying out structural or architectural changes from the original specifications / design; (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course.

Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee / the Association of Apartment Owners / the Maintenance Agency, as the case may be, prior to expiry of the said initial 90 (ninety) days and the Allottee. The Promoter / Allottee / the Association of Apartment Owners / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Law.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agrees to purchase the said unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency to enter into the said unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE OF BASEMENT AND SERVICE AREA:

The basement(s) and service areas, if any, as located within the Project – **AASHIYARA**, 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The 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 Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said unit at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said unit, or in common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said unit and keep the said unit, 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. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the said unit or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said unit or place any heavy material in the common passages without prior written permission from the Promoter. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said unit. The Allottee(s) 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. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee(s) is entering into this Agreement for the allotment of the said unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for possession, occupation and use the said allotted unit all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said commercial space/shop at his/ her /their own cost.

18. 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 has been approved by the competent authority (ies) except for as provided in the Act and as approved by Town and Country Planning Department or within the parameters of building bye laws.

However, the Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold apartments / shops within the Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. COMPLIANCES UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016

The Promoter has assured the Allottee(s) that the complex in its entirety is in accordance with the provisions of Real Estate (Regulation and Development)) ACT, 2016, as applicable, on the Project.

21. CONVEYANCE DEED OF THE UNIT

Upon completion of the construction, subject to and to the extent permitted by applicable law, the Allottee(s) shall acquire, the said unit, for the consideration along with the undivided, indivisible and impartible proportionate interest (herein after referred to as his "Interest in land") in the Project Land and underneath the Project in which the said unit is located in proportion to the ratio of the Carpet Area of the said unit to the aggregate Carpet Area of all the units in the said project in which the said unit is located.

The Interest in Land shall not be alienable / transferable separately and shall always remain attached to the said unit and be a part of the said unit.

Provided however that the Proportion is subject to change and fluctuation with the construction / removal / demolition of additional floor(s) in the project in which the said unit is situated and / or change in the number and size of residential units being constructed / to be constructed in the said project.

For the sake of clarity it is stated that nothing herein shall be construed to give the Allottee(s) the right to raise any claim against the Promoter on account of any such Construction Changes or the right to object to the additional construction or removal thereof.

Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Carpet Area & Super Area of the allotted unit only the specific unit shall be allotted to the Allottee(s) on the terms herein, & the

Allottee(s) shall not have any interest, right or title in the Common Areas in any manner whatsoever except the right of user as provided herein.

22. **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) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Allotment terms / 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 unit/commercial space, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE

- 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).
- Failure on the part of the Promoter 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 THIS 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 super area of the said commercial space/shop bears to the total super area of all the units 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. After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement, the same shall be registered at the office of the Sub-Registrar 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(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

M/s Renuka Traders Pvt. Ltd. ("Promoter").

Registered office at :- A-25, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi 110044

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

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. 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 laws of India for the time being in force.

34. 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 adjudicated amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and
signed this Agreement at in the presence of attesting
witness, signing as such on the day first above written.
Signed sealed & delivered by the within named Promoter:
M/s Renuka Traders Pvt. Ltd.
Through its authorized signatory
Mr. S.K. Sharma
Signature
Signed sealed & delivered by the within named Allottee (including joint buyers)
Mr./Mrs./M/s
Signature
Signature
Resident of:-
AND (if applicable)
Mr./Mrs./M/s
G'a mataura
Signature
Resident of:-

Αl	ON						
in t	in the presence of:-						
WI	TNESS:-						
1.	Name:-						
	Resident of						
	Signature						
2.	Name:-						
	Resident of						
	Signature						

SCHEDULE - A

DESCRIPTION OF SAID UNIT

UNIT NO. AND	AREA (IN SQ. FT)	AREA (IN SQ	LOCATION
TOWER		MT.)	
			WITHIN THE
			RESIDENTIAL
			GROUP HOUSING
			PROJECT
			"AASHIYARA - II"

SCHEDULE – B

FLOOR PLAN OF SAID UNIT

SCHEDULE - C

PAYMENT PLAN AS APPLICABLE TO THE SAID UNIT

SCHEDULE - D

SPECIFICATIONS, AMENITIES & FACILITIES ATTACHED TO THE SAID UNIT

SCHEDULE – E

SPECIFICATIONS, AMENITIES & FACILITIES ATTACHED TO THE SAID UNIT/ PROJECT (AS A WHOLE)