

1. Brahma City Pvt. Ltd. having its registered office at Flat Number B-8, Cabin No. 11, Ansal Tower, 38 Nehru Place New Delhi 110019 and corporate office at EPITOME, 10th Floor, Building No-5A, DLF Cyber City Phase-III, Gurugram, Haryana 122002, (hereinafter referred to as the “**Colonizer**”) is developing a township in sector 60, 61, 62, 63 & 65 forming part of lands in villages Ullahawas, Maidawas, Kadarapur and Nagli Umarpur, District Gurugram, Haryana under license no. 64 of 2010 granted by the Director, Town & Country Planning Haryana (hereafter referred to as the “**Township**”). The Layout cum demarcation plan and zoning plans have also been approved by the Director Town & Country Planning, Haryana vide letter dated 07.07.2017 bearing memo no. ZP-763-Vol-III/AD(RA)/2017/15880.
2. The Promoter has purchased various plots in the Township known as “**Brahma City**” through various sale deeds to develop a residential project under the name and style of “**SAMSARA**” and sell the independent residential floors thereon (hereinafter referred to as “**Project**”). The Promoter is absolute owner of Plot No. _____ admeasuring _____ sq. meter (_____ sq. yard) situated in Block J of the Township (hereinafter referred to as “**Plot**”) and has obtained sanctioned building plans to develop the residential floor on the Plot vide Memo No. _____ dated _____ for construction of residential floors (hereinafter referred to as “**Building**”);
3. The Promoter shall construct the residential floors on the Plot and all other services of the Township shall be developed and/or arranged by the Colonizer. The Promoter shall connect the services of the Building with the services of Township.
4. The Allottee hereby confirms to the Promoter that he/she/they shall abide by all applicable laws, rules, regulations, notifications and terms & conditions of the Government of Haryana, DTCP, local bodies, the Haryana Apartment Ownership Act, 1983, RERA and all other laws, rules, regulations, statutes, etc. as may be applicable to the Plot and the Building/ Apartment to be constructed thereon and any modification(s) / alteration(s) / amendment(s) thereto and shall be liable for defaults and/or breaches under the same.
5. That it is clarified by the Promoter and understood by the Allottee that the ownership rights of the Apartment along with parking will be conveyed / granted in favour of the Allottee at the time of execution of Conveyance Deed (hereinafter referred to as “**Conveyance Deed**”), in terms of this Agreement and except this no other right is intended to be sold/conveyed / transferred in favour of the Allottee under this Agreement.
6. The Allottee shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
7. After issuance of possession notice by the Promoter, Allottee shall pay applicable municipal/property tax / utility charges by whatsoever name called to be levied, by any Governmental Authority, from time to time on the Apartment. In case of collective demand raised by the Governmental Authority, Allottee shall pay his/her/their pro-rata share of such taxes/ charges to the Maintenance Agency or to the Promoter, as the case may be.
8. Subject to the terms of this Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan (**Schedule C**) through A/c Payee cheque/ demand draft/

bankers cheque or online payment (as applicable) in favour of '**Adani Brahma Synergy Pvt. Ltd.**' payable at **GURUGRAM**. It shall be the obligation of the Allottee to pay all the installments within the due date as per **the Payment Plan (Schedule C)**.

9. The Promoter shall abide by the time schedule for completing the Building as disclosed at the time of registration of the entire Project with the Haryana Real Estate Regulatory Authority and towards handing over the Apartment along with parking to the Allottee and the General Common Areas to the Allottees (who owned apartments in Building) or the Competent Authority, as the case may be. The Allottee shall abide by the time schedule for payment of installments and other sums due as per the Payment Plan and other demands for payment of interest, charges, penalty, stamp duty, deposits, statutory dues, etc.
10. The Promoter shall develop the Plot 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 Authority 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.
11. **Schedule for possession of the Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment along with parking and right to use of General Common Areas and Limited Common Areas of the Building to the Allottee and the General Common Areas of the Building to the allottees (having apartments in the Building) as provided under Rule 2(1)(f) of Rules is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment for residential usage along with parking and right to use of General Common Areas and Limited Common Areas as per agreed terms and conditions on or before 30.09.2023 unless there is delay due to "*force majeure*", court orders, government policy/ guidelines, decisions affecting the regular development of the Plot. If the completion of the Building 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 the Building/ Project due 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 (90) days. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ they shall not have any rights, title, interest, claims etc. in the Apartment and/or against the Promoter. The Allottee accepts that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and shall be free to deal with the Apartment in any manner whatsoever without any let or hindrance from the Allottee.

12. The Promoter has lawful rights and requisite approvals from the Competent Authority (ies) to carry out development of the said Project.
13. The Colonizer shall be responsible to provide and maintain the essential infrastructure services in the Township till the taking over of the maintenance of the Colony by the Association of Plot owners of the Township or Competent Authority, as the case may be. The cost of such maintenance is not included (as of now) in the Total Price of the Apartment and the same shall be determined and demanded by the Promoter/Colonizer at the time of possession of the Apartment. The Allottee undertakes that he/she/they will pay the Maintenance Charges in proportionate to area of the Apartment as and when demanded by the Maintenance Agency and/or by the Promoter/Colonizer. It is clarified that the Maintenance agency shall only maintain the area outside the Plot. The Allottee agrees to deposit the Maintenance Charges for one (1) year in advance along with the payment of last installment of Total Price of the Apartment as per payment Plan **(Schedule C)**.
14. The Parties are entering into this Agreement for the allotment of the Apartment along with parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State of Haryana and related to the Project.
15. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.
16. 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 such joint allottees.
17. 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 arbitration under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by the sole Arbitrator who shall be appointed by the Promoter. Each Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceedings as determined by the Arbitrator. While any dispute is pending, the Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute. The decision of the Arbitrator shall be final and binding on the Parties. The venue of Arbitration shall be at Gurugram and courts at Gurugram shall have the exclusive jurisdiction in all matters arising out of this Agreement