

GIST OF IMPORTANT PROVISIONS OF BBA - BONHEUR AVENUE GROW+

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in para J of this Agreement.
- 1.2 The total price for the Unit based on the Carpet Area is **Rs. [●]/- (Rupees [●] Only) ("Total Price")**. **Please note, stamp duty amount & registration fee on the conveyance deed shall be extra and payable by the allottee(s) as applicable at the time of conveyance deed.** Details of Total Price is provided in **Schedule C** of this Agreement.

Tower No.: - [●]

Unit No.: - [●]

Type: - [●]

Floor: - [●] (In Words)

Parking (if applicable): - [●] (In Words)

Type:- [●]

Explanation:

- (i) The Total Price as mentioned above includes the advance amount of **Rs. [●]/- (Rupees [●] Only) ("Advance Amount")** paid by the Allottee to the Promoter for the Unit;
- (ii) As of the date of this Agreement, the Allottee has paid a further sum of **Rs. [●]/- (Rupees [●] Only)** to the Promoter (in addition to Advance Amount) being part payment towards the Total Price of the Unit; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Unit as prescribed in the Payment Plan and as demanded by the Promoter.
- Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.
- (iii) The Allottee agrees that 10% of the Total Sale Consideration (*defined herein*) shall be considered as booking amount for the purpose of this Agreement (**"Booking Amount"**).
- (iv) The Total Price as mentioned above includes applicable GST, fees, charges, levies, cess, development charges (EDC & IDC), stamp duty payable on this Agreement and conveyance deed, registration charges and other incidental charges paid/ payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee(s), 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. or any directions from any department, even if retrospective in effect, 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 Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (v) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in 1.2 above 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, 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.
 - (vi) The Total Sale Consideration (as explained in Schedule C of this Agreement) of the Unit includes recovery of price of land, development/ construction of not only of the Unit 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 Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit in the Project.
 - (vii) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from June 1, 2013) to deduct tax at source (TDS), as applicable from each installment / payment to be paid by the Allottee. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter.
- 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 taxes, charges / costs / duties / fees / levies which may be levied or imposed by the competent authority from time to time, even if retrospective in effect. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/ charges/ fees/ levies etc., imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

Similarly, in case of any decrease (including with retrospective effect, if any) in any of the charges / costs / duties / fees / levies that may be notified by a competent authority, the same shall be adjusted proportionately in favour of the Allottee from the final installment to be paid by the Allottee as set out in the Payment Plan, and such adjustment shall be made following the intimation of such decrease by the Promoter / competent authority, as the case may be at the time of possession.

- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at rates intimated by the Promoter for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** in respect of the Unit 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 If the Promoter is required to make any additional / upgraded specifications, fixtures, fittings and provide any additional amenities, over and above those provided under this Agreement and/or required as per existing rules and regulations, due to any change in the Applicable Law or as per requirement of the Allottee, then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee agrees to pay the same. The Allottee agrees to execute and register (if required), such other documents, as may be required by the Promoter in this regard.
- 1.8 The Allottee understands and agrees that all efforts shall be made to receive and distribute supply of electrical energy in the Project, and the Allottee agrees to abide by all the conditions of sanction of electricity supply. Allottee shall apply for individual/ direct electrical supply connection to Dakshin Haryana Bijli Vitran Nigam (“DHBVN”) and shall be responsible for supply of the same. Allottee undertakes to pay proportionate share as demanded by the Promoter of all deposits and charges paid/ payable to anybody/ commission/ regulatory/ licensing authority for the same and get the meter installed as per the policy of DHBVN at its own cost.
- 1.9 The Allottee may obtain finance from any financial institution/ bank for the purchase of the Unit. However, it shall not be the responsibility of the Promoter to make arrangements or facilitate in sanctioning and disbursement of the loan to the Allottee and the Allottee’s obligation to make timely payments shall not be contingent upon the Allottee obtaining such financing. In cases of any circumstances, resulting in refund of the amount paid by the Allottee, if any, such refund shall be made by the Promoter

directly to such financial institution / bank, subject to the deductions as agreed under this Agreement, and the same shall be deemed to have been refunded to the Allottee. No other claim, monetary or otherwise shall lie against the Promoter or the Unit.

- 1.10 The Promoter shall confirm that the Carpet Area that has been allotted to the Allottee after the construction of the Unit is complete and the occupation certificate/ part occupation/completion/part completion (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the Carpet Area of the Unit, allotted to the Allottee, the Promoter may demand from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made in a pro rata manner.

If the increase in the Carpet Area of the Unit is more than 5% (five percent), the Promoter shall seek consent of the Allottee. In case the Allottee consents to the change then the Promoter may demand excess amount from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. In case, Allottee refuses to accept the increase, Promoter may offer a similar unit, subject to availability. If the Allottee accepts such alternate unit, the applicable increase or reduction in the Total Price resulting due to such change shall be payable by or refundable to the Allottee, as the case may be. Else, the Allottee shall be refunded the amounts received against the Total Price along with interest thereon, at the rate and procedure prescribed in the Rules. No other claim, monetary or otherwise, shall lie against the Promoter.

- 1.11 Subject to Clause 9.3 hereto, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
- (ii) The Allottee shall also have right in undivided proportionate share of the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana;
- (iii) The percentage of the undivided interest of each unit owner in the Common Areas of the said Project shall be as expressed in the deed of declaration to be filed in accordance and as per the requirement of the applicable laws and shall have a permanent character and shall not be altered without the consent of all of the unit owners and expressed in an amended deed of declaration duly executed and registered as provided in the Act. The percentage of the undivided interest

in the Common Areas shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned in the conveyance or other instrument.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/its Unit, subject to feasibility/guidelines /timings as may be decided by the Promoter.
- (v) The Allottee shall have the right to exclusive use but no title to the allotted Parking, if any.

1.12 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of such outstanding amount (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, and/or mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outstanding(s) and penal charges, if any, to the competent 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.

1.13 The Allottee understands that the Promoter is carrying out development on the Total Land in a phased manner. As such the total FAR on the Total Land, including that of the Project, may be allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase. The Allottee further agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Land and revise the layout and/or building plans as per the approvals granted by the Competent Authority and as per the applicable laws. The Allottee has understood the foregoing and grants his/her consent to the Promoter in relation thereto, without any demur or dispute.

1.14 That Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development of the Colony/Project on the Total Land in different phases to be determined by the Promoter in its sole and absolute discretion and such construction and development shall be carried out either through the Promoter itself and/or through its nominees. The Allottee hereby grants his/her unconditional and unequivocal consent to the Promoter to make addition and alteration in the sanctioned plans, other plans, approvals, specifications, layout plans and common areas of the Project in such manner as the Promoter may deem fit in its sole and absolute discretion.

1.15 The Allottee hereby agrees, acknowledges and confirms that the Promoter shall, either through itself and/or through its nominees, be carrying out construction and development of one or more projects/colonies on certain land parcels being adjacent to the Project

Land (“**Additional Land**”) in such manner as the Promoter may deem fit and such Additional Land and the project to be developed thereon (“**Additional Project**”) shall have unfettered and unrestricted access/right of way from the Project/Project Land and the Allottee hereby grants his/her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.

- 1.16 The Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development of the Project and structure, infrastructures, services, specifications, common areas and common facilities in the Project by foreseeing and for facilitating the Additional Project on the Additional Land. The Allottee hereby agrees, acknowledges and confirms that the allottees/occupants of the Additional Project shall be entitled to use the common areas and common facilities of the Project and the Allottee hereby grants his/her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.
- 1.17 The Allottee shall not have any right on any other part of the Total Land and/or Larger Project (other than the Project Land), which does not form part of the Project. The Promoter /its associates plan to seek additional licenses, in addition to the License, and the Allottee shall have no objection to the grant of the said licenses and/or development thereunder. The development contemplated to be carried out in the Larger Project (other than the Project Land) may be simultaneous with or after the development of the Project. With respect to the developments and/or constructions that may take place in the Larger Project (other than the Project Land) (i) no right or interest shall be created hereunder; and (i) no impression/ representation of any kind is given hereunder.
- 1.18 The Allottee confirms having obtained independent advice/ forming independent opinion 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 all applicable laws. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement has decided to enter into this Agreement for the purchase of the Unit.
- 1.19 It is being made clear by the Promoter and agreed by the Allottee that the Unit along with the Parking, if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other.

2. MODE OF PAYMENT:

Subject to the terms of the 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 Cheques/drafts to be made in favor of "[●]" payable at [●]. For RTGS details. **Account No - [●], Bank - [●], Branch – [●], Branch Address - [●], IFSC Code - [●].**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing 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 other 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 any other 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/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws.
- 3.3 The Promoter shall not accept any third party making payment/ remittances on behalf of any Allottee. All payments from third party(ies) are liable to be rejected and returned directly to said third party.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee, against the Unit, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner. The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand (made in accordance with the Act and Rules) and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee, and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the layout plan/ building plan, specifications, amenities, facilities, etc. as provided in the Agreement regarding the Project where the said Unit is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, Floor Area Ratio (“**FAR**”), density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration with the Authority, 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 state of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT FOR COMMERCIAL/PERMITTED USAGE:

- 7.1 Schedule for possession of the said Unit for commercial/permitted usage** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement.

The Promoter assures to offer the possession of the Unit as per agreed terms and conditions to the **Allottee on or before [●] (“Completion Date”)**, unless there is delay due to force majeure, court orders, government policy/ guidelines, decisions affecting the regular development of the real estate Project. If, the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure and above mentioned conditions, then this allotment and Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days subject to deduction of (a) interest on delayed payments and (b) GST which has already been paid to the Government and is non-recoverable as per applicable laws. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) 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, 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 Unit-** The Promoter, upon obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project shall offer in writing the possession of the Unit within 3 (three) months from the date of the occupation certificate/part occupation

certificate/completion certificate/part completion certificate , to the Allottee(s) as per terms of this Agreement.

The Allottee, prior to taking possession of the Unit, agrees to inspect the Unit so that in the event of any incomplete works or defects, the same can be resolved by the Promoter and to pay to all outstanding dues and payments as per terms of this Agreement.

The Allottee agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming possession.

The Allottee shall be entitled to the possession of the Unit only after making the complete payment of the Total Price along with such other charges as payable under and in terms of this Agreement and subject to the execution of such documents by the Allottee, as may be required by the Promoter.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project at the time of conveyance of the Unit. The Allottee(s), after taking possession, agree(s) to pay the maintenance 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 Unit-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Unit to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, the Allottee shall continue to be liable to pay maintenance charges as specified by the Promoter/Maintenance Agency and holding charges @ Rs. [●] (Rupees [●] Only) per sq. ft. per month of the Carpet Area of the Unit (“**Holding Charges**”) from the date of offer of possession by the Promoter till the time Allottee does not take over the possession of the Unit in terms of this Agreement. In such circumstances, the Promoter shall postpone the execution and registration of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, if any, applicable maintenance charges and Holding Charges as may be applicable thereon, along with applicable GST have been fully paid by the Allottee. 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.

- 7.4 Possession by the Allottee** - After obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project and handing over the physical possession of the Unit to the Allottee, 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 shall return the Allottee, the entire amount paid by the Allottee, subject to the deduction of the Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The balance amount of money (if any) paid by the Allottee shall be returned by Promoter to the Allottee, without any interest or compensation within 90 (ninety) days of such cancellation. 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 2% (two percent).

7.6 Compensation – The Promoter/Land Owners shall compensate the Allottee in case of any loss caused to him/her/them due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure event, court orders, government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 of this Agreement; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or
- (iii) 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 the Promoter in respect of the Unit, along 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, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.