

**CEREMONY ENTHIA
AGREEMENT FOR SALE**

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

BY AND BETWEEN

M/s **Ceremony Homes Private Limited** (CIN: U70101HR2020PTC088032), a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be), having its registered office SCO-20, Eldeco Estate One Sector- 40, Panipat-132103 having PAN AAICC8621L, represented by its authorized signatory Mr. Mukesh Gulati (Aadhar No 8682 5455 1563) authorized vide board resolution dated 19TH August 2022, hereinafter referred to as the "**Promoter**" (which expression shall unless

For Ceremony Homes Pvt Ltd

Allottee(s)

repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

(i) Shri/**Smt** _____ Son/ Daughter/ **Wife of Shri**
_____, Resident of _____,
_____ and
(ii)*Shri/Smt. _____ Son/ Daughter/Wife of Shri
_____, Resident of _____ and
(iii)Shri/Smt. _____ Son/Daughter/Wife of Shri
_____, Resident of _____, (hereinafter
singly/jointly, as the case may be, referred to as the “**Allottee/s**”), which expression, unless repugnant to
the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal
representatives, administrators, executors, and assigns of the Other Part.
(* to be filled up in case of Joint Allottee/s)

OR

_____, a Company incorporated under the Companies Act, 1956, having its
Registered Office at _____, acting through its authorized signatory Shri/Smt.
_____ duly authorized vide Board’s Resolution dated _____ (hereinafter
referred to as the “**Allottee/s**”), which expression, unless repugnant to the context or meaning thereof,
shall mean and include it’s successors in —interest and assigns, of the Other Part.

(Promoter and Allottee/s are individually referred to “**Party**” and jointly referred as “**Parties**”

**NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt
and sufficiency of which the Parties acknowledge, the Parties agree as follows:**

DEFINITIONS AND INTERPRETATIONS:

In addition to the terms defined elsewhere in this Agreement, the following terms wherever used
in this Agreement, when capitalized, shall have the meanings assigned herein, unless repugnant to
or contrary to the context and meaning thereof. When not capitalized, such words shall be attributed
their ordinary meaning:

“**Act**” shall mean the Real Estate (Regulation and Development) Act, 2016 and as amended from
time to time;

“Agreement” shall mean this Agreement for Sale of the Unit including all annexures, recitals, schedule and terms and conditions for allotment of the said Unit in the said Project executed by the Allottee and the Company.

“Allottee” means the person who is entering into this Agreement with the Company for the said Unit allotted to the Allottee(s) and who has signed and executed the Agreement;

“Application” shall mean the Application dated _____ for the provisional allotment of the unit in CEREMONY ENTHIA -Panipat project;

“Company” shall have the meaning as ascribed to it in the Preamble.

“Conveyance Deed” means the deed of conveyance which shall convey title of the said unit in favour of the Allottee(s) in accordance with this Agreement.

“Declaration” shall mean the declaration (including any amended declaration) filed or to be filed by the Company under the Act and/ or the Rules, with the competent authority, with regard to the Unit/ENTHIA- Panipat project.

“Maintenance Agency” means the Company, its nominee(s) or association of allottee(s) or such other agency/ body/ company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the said Project.

“Maintenance Agreement” means the maintenance agreement which shall be executed by the Allottee(s), Company and the Maintenance Agency, at the time of handing over the possession of the said unit;

“Payment Plan” shall mean the Payment Plan annexed to this Agreement as Schedule C;

“Plans” shall mean the layout plans or demarcation plans of CEREMONY ENTHIA-Panipat project as submitted/ as approved under the Haryana Development and Regulations of Urban Areas Act, 1975 and/ or under the Real Estate (Regulation and Development) Act, 2016;

“Basic Infrastructure Work” mean the

- (i) Sewer line outside the Said Unit.
- (ii) Water supply line outside the Said Unit.
- (iii) Provision of the Electricity line upto a common point in the Commercial Complex.
- (iv) Storm water drains outside the Said Unit.
- (v) Fire Protection and safety requirement.

“Commercial Complex” means commercial area admeasuring 1728 Sq. Mtr. as per the plan situated in the Complex, proposed to be developed by the Company for shopping cum office purposes under the name of **“CEREMONY ENTHIA”**, comprising commercial units along with its common areas and services.

“Common Areas & Facilities of the Commercial Complex” shall mean all such parts/ areas in the entire building which the allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, lift machine rooms, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircases, munties, overhead water tanks, service maintenance areas/offices/stores, security/fire control rooms, if provided .

“Earnest Money” means an amount equivalent to 10% of the Basic Price of the Said Unit.

“Holding Charges” means the administrative costs incurred by the Promoter to hold the Said Unit, if the Allottee/s fails to take actual & physical possession of the Said Unit after expiry of the period specified in the offer of possession which is Rs 20 per Sq Ft per month of the carpet area of the said Unit.

“Person” means any individual, company, corporation, partnership, government or governmental authority or agency or any other legal entity.

“Preferential Location” means corner Unit and any other location as may be specified/designated as Preferential Location by the Company.

“Safeguarding Charges” means the charges incurred to guard the Said Unit against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Said Unit after expiry of period mentioned in the offer of possession.

WHEREAS:

- A. The Promoter has applied for Bid/ application seeking the commercial site, **Block-D in Export Complex, Panipat in E-Auction held on 29-06-2022** which has been considered by the corporation pursuant to HEEP-2020 and EMP-2015 of the HSIIDC and whereas the HSIIDC granted to the promoter **“Regular Letter of Allotment (RLA) “on 08-07-2022.**
- B. The Tentative area of commercial site, Block-D in Export Complex, Panipat is 1728 Sq.Mtr.
- C. The Promoter, in the light of prevailing Rules framed Under Haryana Building Code-2017 after getting the Building Plans approved from the Registered Architect under self-certification scheme for Commercial Site, Block-D Export Complex, Panipat, on 17-07-2023 subject to the term that the building plans shall be valid for a period of five years from the issuance of sanction letter subject to compliance of terms and conditions of the agreement executed with HSIIDC, allotment letter and building plans approval letter.

- D. The Promoter, on the commercial area admeasuring 1728 sq. mtrs, is developing a Commercial Complex proposed to be used for commercial complex purpose under the name and style of “**CEREMONY ENTHIA**” (herein “**Commercial Complex**”) as per the plan attached herewith as Annexure 1.
- E. The Allottee/s has/have applied to the Promoter for the allotment of the Said Unit in the Commercial Complex vide application no. _____ dated _____ and has been allotted commercial unit no. _____ having carpet area of _____ sq ft. on _____ Unit as permissible under the applicable law and right in the common areas (“Common Areas”) as defined under Rule 2 (1) (f) of Rules 2017 of the State (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the Unit plan of the commercial unit is annexed hereto and marked as Schedule B). The Promoter has free-hold marketable rights, claims and interests in the Said Unit which is the subject matter of this Agreement.
- F. That the promoter shall construct the building on the aforesaid unit and occupy the same as per the rules & procedures applicable for commercial site, Block-D in HSIIDC Industrial Estates.
- G. Promoter as per the Terms and conditions of RLA will have to complete the construction of minimum 25% of the total Permissible covered area and obtain Occupancy certificate within 5 years from the date of offer of possession of the site after getting building plans approved from competent authority i.e. on 17-07-2023.
- H. The unit shall not be used for any purpose other than that for which it has been allotted (strictly as per norms/terms of HSIIDC and Town and Country Planning Deptt.), Sub-division/bifurcation of the unit shall not be permitted in any case.
- I. That use of Land and Building erected on above commercial site, Block-D shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per rules applicable on commercial site, Block-D in HSIIDC Industrial Estate.
- J. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the industrial estates and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part of land so payable by HSIIDC to the Govt. or any authority on its behalf will be recoverable by HSIIDC from its promoter proportionately. Any amount demanded by HSIIDC on account of such external development charges. will be payable by the promoter to HSIIDC in lump-sum or in instalments, with applicable interest, as may be decided by HSIIDC. Any demand like Development charges ,infrastructure charges and any escalation/enhancement demanded by HSIIDC shall be borne by the allottee on pro-rata basis.
- K. The Allottee/s acknowledges that the Promoter has provided all the information, documents and clarifications as required by the Allottee/s. The Allottee/s is fully satisfied in all respects

with regard to the rights, title and interest of the Promoter in the Commercial Complex/ Said Unit and has understood all limitations and obligations of the Promoter in relation thereto. The Allottee/s have relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Said Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self-contained and complete in itself in all respects.

- L. The Allottee/s has confirmed to the Promoter that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Commercial Complex in general and in particular to the Said Unit and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- M. The Promoter, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot the Said Unit in the Commercial Complex on the terms and conditions appearing hereinafter.
- N. The Allottee/s understands and agrees that only after execution of this Agreement by him/her/them the allotment shall become final and binding upon the Promoter.

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 the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Unit for commercial usage
- 1.2 The Basic Sales Price payable for the Said Unit (excluding GST etc.), which if leviable in respect of the price of the Said Unit the component thereof shall be payable by Allottee(s) in respect of the Said Unit for commercial usage based on Carpet Area is Rs. _____/- (Rupees _____) ("Basic Sales Price" or BSP)

Description:

Commercial Unit	
Unit No.	

Basic Sales Price (in rupees)	
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Explanation:

- (i) The Basic Sales Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit for commercial usage as per the Payment Plan.
- (ii) The Basic Sales Price as mentioned above includes Taxes (Cess or any other fees etc. which may be levied, in connection with the development/construction of the Project but excluding GST and I.F.M.S., charges, levies etc. if leviable) paid/payable by the Promoter up to the date of handing over the possession of the Said Unit to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee(s) 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., 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 increased 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 Real Estate (Regulation and Development) Act 2016/ Haryana Real Estate (Regulation and Development) Rules 2017, the same shall not be charges from the Allottee.

- (iii) The Total Price of Said Unit for commercial usage includes recovery of price of land, development/construction of (not only of the Said Unit but also of the Common Areas and facilities in the Project), taxes/fees/levies etc. (including the GST and IFMS etc.) cost of providing electric wiring, electrical connectivity, power backup, water line and plumbing, finishing with paint, marbles, tiles, doors, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications as agreed to be provided by the Promoter within the Said Unit for commercial usage.
- (iv) It is further understood and agreed by the parties that general common areas and facilities, plant room housing the D.G Room/ D.G Sets, HVAC equipment, underground domestic and fire water tanks and pump room, electric sub-station,

transformers, LT panels, maintenance/ service rooms, lawns and play areas, roads and drive-ways, including lighting and services ,guard posts, fire hydrants and fire brigade inlets etc., located inside/outside the footprint of the Building are also excluded from the computation of carpet area and the scope of this Agreement and ownership thereof shall remain with the Developer.

- 1.3 The Basic Sales Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase in account of development charges (External Development Charges, State Infrastructure Development Charges etc.) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule ‘C’ (“Payment Plan”)**.
- 1.5 The Promoter confirms and the Allottee upon due verifications has satisfied itself regarding the carpet area of the Said Unit that has been allotted to the Allottee.
- 1.6 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit for commercial usage as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate interest in the Common Areas and facilities of the Building and Project as the case may be as provided under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. 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 handover the common areas to the Association of Allottees in consonance with the provisions of the RERA Act 2016 and HRERA Rules 2017.
- 1.7 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and

interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Unit). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the Said Unit, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person. It is clarified that the Allottee upon issuance of offer of possession of the Said Unit shall be liable to pay property tax, all fee, charges taxes etc as may be demanded by concerned authority in respect of the Said Unit, as well as in respect of common areas of the Project.

- 1.8 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Basic Sales Price of the Said Unit for commercial usage at the time of application for booking Said Unit, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit for commercial usage as prescribed in the Payment Plan (Schedule 'C') in the manner specified therein.
- 1.9 The Allottee/s agrees that the timely payments as indicated in the Payment Plan is the essence of the allotment. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest interest as per sub section (7) of section 19 and rate of interest shall be the State Bank of India highest marginal cost of lending rate plus two percent on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien/right on the Said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. upon the due amount along with the restoration charges as per Company policy and restore the allotment of the Said Unit only in case it has not been allotted to someone else.

The Allottee/s agrees that in default case, if part payment is received from Allottee/s, such payment shall be first adjusted against the interest on delayed payments till date and then subsequently against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.

The Allottee/s agrees that for the Said Unit (s) located at the preferential location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by the Allottee/s.

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 within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand

draft/bankers cheque or online payment (as applicable) in favor of “**Ceremony Homes Private Limited**” payable at **Panipat**.

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, 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 & Regulations of the Reserve Bank of India or any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Said Unit. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest and brokerage etc.for such delay.

5. CONSTRUCTION OF THE PROJECT/SAID UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the Unit plan, payment plan and the specifications, amenities and facilities [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 said layout plans, Unit plans and specifications, amenities and facilities. 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 bye-laws, FAR and density norms and provisions prescribed by HSIIDC 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Unit ceases to be in a Preferential Location, the Promoter shall be liable to refund only the amount of PLC paid by the Allottee/s without any interest, damages and/or compensation and such refund may be adjusted at the time of FDN (defined hereinafter). If due to any change in the layout plan, the Said Unit becomes located at Preferential Location, then the Allottee/s shall pay additional PLC as applicable, as may be demanded by the Company.

6. POSSESSION OF THE SAID UNIT:

6.1 Schedule for possession of the said unit for commercial usage:-

The Promoter agrees and understands that timely delivery of possession of the Said unit for commercial usage to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of HRERA Rules 2017, in the essence of this Agreement subject to (a) force majeure conditions, (b) completion of Basic Infrastructural Work and (c) payment of all the amounts due and payable by the Allottee/s upto the date of such possession including maintenance charges, IFMS (defined hereinafter) & other charges etc. to the Company, as stipulated in the Final Demand Notice (herein “FDN”).

6.2 Procedure for taking possession:-

The Allottee/s has to make upto date payment of all dues within 30 days of written offer of possession or FDN. Further, the Allottee/s has to take possession of the Said Unit from the Company within 30 days of payment of all the dues as stated in FDN failing which the Said Unit will lie at the risk & cost of the Allottee/s. In other words, possession of the Said Unit shall become due on the date of expiry of the 30 days period from the date of payment of all dues stipulated in FDN (herein “**Possession Due Date**”). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of provisions, formalities, documentation on part of the Promoter.

The Allottee/s understands & agrees that the Maintenance charges (defined hereinafter), Holding charges, Safeguarding charges, other charges, etc. as applicable, shall become due/payable effective from the date of offer of possession.

6.3 Failure of allottee(s) to take the possession of said unit for commercial usage:-

Upon receiving a written intimation from Promoter, the Allottee shall take possession of the Said unit for commercial usage from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said unit for commercial usage to the Allottee as per terms and conditions of this Agreement.

The Allottee/s agrees that in case he/she/they fails to take possession of the Said Unit after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs.20/- per sqft. per month and Safeguarding Charges @ Rs.20/- per sqft. per month respectively of the area of the Said Unit till the date of actual possession of the Said Unit.

6.4 **Possession by the Allottee** : The Allottee/s upon taking possession of the Said Unit shall be entitled to use and occupy the Said Unit for commercial purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has cleared all dues and the Sale deed/Transfer Deed has been executed and registered in his/her/their favor.

The Allottee/s agrees and undertakes to sign the Possession document/s, Maintenance Agreements, etc. as and when called upon to sign by the Company and shall abide by their terms and conditions. The Allottee/s shall pay charges towards IFMS, stamp duty and other charges, etc. at the time of offer of possession/FDN.

The Allottee/s agrees and understands that the possession date of the Said Unit as agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installment/s and other charges mentioned herein shall immediately become due.

6.5 **Cancellation by Allottee** : The Allottee shall have the right to cancel/withdraw from the Said Project as provided in the RERA Act, 2016. Provided that where the Allottee proceeds to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment, tax deposited against the Said Unit, brokerage and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 days of such cancellation.

6.6 **Compensation**: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project land, on which the Project is being developed, in the manner as provided under the RERA act, 2016 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, if the promoter fails to complete or is unable to give possession of the Said Unit

- (i) in accordance with the terms of this Agreement, duly completed by the date specified; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to refund the total amount received by him in respect of the Said Unit, with interest at the rate prescribed in the Rules

including compensation in the manner as provided under the Act within 90 days of it becoming due.

Provided that where 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 handing over of the possession of the Said Unit, which shall be paid by the promoter to the allottee within 90 days of it becoming due.

7. COMPLETION OF DEVELOPMENT

- 7.1 The Allottee/s agrees and understand that the completion of the Basic Infrastructure Work shall be subject to force majeure conditions and timely receipt of the entire cost & other payments as per the terms of allotment.
- 7.2 The Allottee/s agrees and understand that in case the Said Unit is omitted due to change in the plan, technical reasons or the Company is unable to allot or hand over the same to the Allottee/s for any reason beyond its control, the Company shall offer an alternate commercial Unit/s approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate commercial Said Unit/s, the Company shall refund only the actual amount received from the allottee/s till then and shall not be liable to pay any damages/compensation or interest to the allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Unit or alternate Said Unit/s.
- 7.3 The Allottee/s acknowledges that the Commercial Complex is under development and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the interest of the Complex or if the same is required by the concerned authority.
- 7.4 The Allottee/s agrees to carry out and complete civil works in relation to internal development, electrical fittings, etc. of the Said Unit at its own cost and expenses.
- 7.5 The Allottee/s or any person claiming through them shall not be entitled to subdivide the Said Unit or amalgamate the same with any other adjoining Said Unit. In case of joint Allottee (s), each Allottee's share in the Said Unit shall always remain undivided, unidentified and impartiable.
- 7.6 The Allottee/s agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Unit / Commercial Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit /writ before a competent court or due to force major conditions, the Company, after allotment, is unable to deliver the Said Unit to the Allottee for his/her occupation and use, the Allottee/s agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest and/or compensation, whatsoever.

- 7.7 The Allottee/s agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV, etc. then the Company shall be entitled to recover the cost on pro rata basis from the Allottee/s.
- 7.8 The Allottee/s shall pay in respect of his/her/their Said Unit all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these charges in bulk to any public or private agency, then it shall be liable to recover the same on pro rata basis from the Allottee/s or from the Association at the time of transfer of IFMS to the Association/ Allottee(s), as the case may be.

8. ALLOTTEE'S ADDITIONAL COVENANTS

1. (A) (a) The Allottee/ s shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Said Unit and also keep the Company harmless and indemnified from the consequences of non-compliance.
- (c) No addition and alteration of the building plan/layout plan shall be made without prior approval of Director Controlled Area-cum-MD/HSI IDC or any person authorized by him or his behalf. Further, only figured dimensions shall be followed and in case of any variation in the plans, prior approval of Director Controlled Area-cum-MD/HSI IDC shall be pre-requisite.
- (d) The Allottee/s understand that though each individual Said Unit in Commercial Complex is sold separately, all the units together are part of the integrated plan of the Commercial Complex and accordingly the building plan, specifically the levels, corridor, façade, materials, colour of each Said Unit in the Commercial Complex needs to match the building plan of the adjacent Unit.
- (e) The Allottee/s shall carry out the internal construction/fitouts on the Said Unit subject to:
- i. no nuisance or annoyance to the other occupants in the adjoining areas.
 - ii. no internal construction including but not limited to laying of foundation, boundary wall, fencing etc. outside the dimension of the Said Unit. In case of any fit out during internal construction, it need to be ensured that there should not be any structural changes with the building.
 - iii. no obstruction or blockage in the Common Areas of the Commercial Complex
 - iv. Construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the air in any form.
 - v. foundation, tunnels or other pits in the Said Unit shall not be open or exposed to weather causing any injury to contiguous or adjacent areas/buildings.
 - vi. no digging of any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings.
 - vii. no stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry shall be erected or permitted to be erected at any part of the Said Unit.
 - viii. construction material/debris shall be carried in trucks or other vehicle which are fully covered and protected to ensure that it does not disperse in the air in any form.
- (B) The Allottee/s after construction of the commercial complex on the Said Unit shall also observe/performance/ comply with the following conditions:

- a) always comply with all applicable laws related to running its business/office from the commercial complex. The Allottee shall be solely responsible for all liabilities (either civil or criminal) attributable to violation of any Applicable laws/Applicable permits, bye-laws, rules or regulations by it, in relation to use or running its business/office from the commercial unit.
- b) pay to the government authority/department (as the case may be) all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cess and penalties as per the Applicable law that may be levied, demanded or claimed by such government authority/department from time to time including any increase therein effected or fines or penalties related thereto on the operations/nature of business/office from the commercial complex.
- c) (i) not use or allow to be used the commercial complex for unlawful, obnoxious or immoral purposes or do or cause to be done any activity that may cause nuisance to other Allottee/s in the Commercial Complex (ii) not keep/store any hazardous materials in the commercial complex and (iii) not cause nuisance/damage/annoyance/inconvenience in the property /other allottee/s and occupiers of the Complex and in the adjoining areas.
- d) keep the allotted commercial unit and its surrounding areas neat, clean and hygienic and make its/his/her own arrangement for security of goods & personnel inside the unit at its own cost and expenses.
- e) follow the architectural, colour and material scheme for the commercial complex intimated by the Company at the time of handover of possession of the Said Unit.

In case of non compliance of the aforesaid stipulations by the Allottee/s, he/she /it/they shall be liable to rectify the same to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Allottee/s his/her/its/their IFMS. The Allottee/s shall also be liable for all consequences, claims, penalty, actions etc. arising therefrom and keep the Company harmless and indemnified in this regard.

- 7 The Allottee agrees that if the Company need to install the effluent treatment plant, pollution control devices and /or any other preventive measures due to requirement of any law/byelaws, order or directions or guidelines of the Government / any Statutory Authority / Body, then the cost of such additional devices, equipment shall be borne and paid by the Allottee/s, on pro-rata basis.
- 8 The Allottee/s understands and agrees that the Allottee or its nominees/ agents/ employees etc. shall be entitled to display its signage/name plate, neon light, publicity material or advertisement material etc. only at the place/s identified or façade of the building or exterior of project. Such signage will be installed by the Allottee/s at its own cost and expenses, and shall also be liable to pay any taxes, if levied now or in future, by local or State Authorities/Department, on the same.
- 9 The Allottee/s agrees that in case he/she/they wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Said Unit, the Promoter shall facilitate the process subject to the following:
 - (a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee/s alone.

(b) The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule shall rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter, as per schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by the provisions contained in Clause 1 as above.

(c) In case of default in repayment of dues of the employer/financial institution/agency by Allottee/s, the Promoter may cancel the allotment of the Said Unit (the Allottee hereby authorize the Promoter for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Allottee/s. Upon such cancellation, the Allottee shall have no right, interest or lien in the Said Unit. The refund to the employer/financing institution / agency and the Allottee (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above.

(d) The Promoter shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee/s request subject to upto date payments of all dues.

9. MAINTENANCE :

1. On issuance of offer of possession/FDN (defined hereinbefore) of the Said Unit, an Interest-Free Maintenance Security (herein "**IFMS**") towards the maintenance and upkeep of the Commercial Complex shall be payable by the Allottee/s. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee/s takes possession of the Said Unit.
2. The Allottee/s upon offer of possession agrees to enter into a Maintenance Agreement with the Company or association / body of Allottee(s) or any other nominee/agency/association(s) as may be appointed / nominated by the Company (hereinafter referred to as '**the Maintenance Agency**') for the maintenance and upkeep of Common Areas and Facilities of the Commercial Complex and pay charges for the same (herein "**Maintenance Charges**") based on the size of the Said Unit. However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges.
3. In the event the Allottee refuses to sign the Maintenance Agreement before the handing over of possession of the unit, his/her allotment is liable to be cancelled and the Developer shall have the right to forfeit the Earnest Money Deposit and any interest paid/ payable while refunding the rest of the amount paid by the Developer without interest.
4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency/Association, irrespective of the fact, whether the Allottee/s is in occupation of the Said Unit or not, within a period of 7 days of demand. In case of delay in payment of the Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves

the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.

5. The Maintenance Agreement shall be for an initial period of five years to be renewed for further terms as may be decided by the Developer as may be formed by the Developer upon resubmission of the said commercial complex to the provisions of The Haryana Apartment Ownership Act, 1983 in terms of Section 15 thereof.
6. In the event the Maintenance Charges, other charges/dues, etc. are in arrears for more than three consecutive months then the Company shall have the right to terminate the allotment/Sale deed (as the case may be) by a notice in writing to the Allottee of 30 days (herein “**Notice Period**”). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Company and the Allottee shall have no right, interest or lien in the Said Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments & other dues, if any, shall be governed by the provisions provided in Clause C (3) above.

The Allottee/s has agreed and understand that in addition to charges payable for the maintenance of the Commercial Complex the maintenance charges for the maintenance of the Complex shall also be payable to the Company/Maintenance Agency till the maintenance of the Common Areas & Facilities of the Complex is handed over to the competent authority/Allottee Association in terms of the applicable laws.

7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas & Common Facilities of the Commercial Complex, adjoining Said Unit /s / areas, etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred.
8. In order to maintain security in the commercial complex, the Developer/ Maintenance Company/ Agency shall be free to appoint security agency(ies) and to restrict the entry of anyone into the complex whom it considers undesirable at the outer gate itself. The security services will be without any liability of any kind upon the Developer/ maintenance Company/ Agency. Security costs will be part of the maintenance charges.
9. The Allottee shall perform promptly, all maintenance and repair work within the said complex and if any omission on this account on his/her part affects/ damages the complex, then, he/she shall be responsible and liable for all such damage and shall reimburse the Developer/ Maintenance Company/ Agency for any expenditure incurred in repairing such damage. All repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installation, doors, windows, lamps and all other accessories belonging to the said Apartment shall be the expense of the Allottee.

10. The Company / Maintenance Agency / Association shall have full right to access to and through the Said Unit, if required for periodic inspection / carrying on the maintenance and repair of the service conduits and the structure.
11. The common areas/open areas shall not be used for conducting private functions/events etc. If any common space is provided in Commercial Complex for organizing meetings and small functions, the same shall be used on payment basis.
12. The Allottee/s understands and agrees that the Company, to administer the collection of charges towards general maintenance, water supply, etc. may, in its discretion, integrate the billing and collection of charges through a common mechanism including pre-paid meters.
13. The Allottee understands that the Company is developing and allotting commercial units to other allottees in the Commercial Complex. The Company is responsible for the timely completion of the Basic Infrastructure Works. However, the Company is not giving a guarantee/warranty that the rest of the allottees will complete their construction in a timebound manner and the non completion of adjoining/other units will not be a reason for non payment of maintenance dues or any other claims on the Company.

G. TERMS OF HSIIDC/ HARYANA URBAN DEVELOPMENT AUTHORITY (HUDA) / OTHER COMPETENT AUTHORITY

1. The Allottee/s shall from time to time and at all times pay directly or if paid by the Company then reimburse to the Company on demand such amount, which may be levied, charged or imposed in future or retrospectively, on account of any charges, taxes (value added tax, municipal tax, property tax, wealth tax, fire fighting tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State/Central Government on the Complex/Said Unit, by virtue of any notification or amendment in the existing laws (including levy of any additional charges payable to the HSIIDC/HUDA/other Competent Authority(ies), any other taxation etc), on pro-rata basis, from the date of booking of the Said Unit.
2. The Allottee/s agrees that the Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Complex to be connected to the internal services are to be provided by HUDA/other Competent Authority (ies). The Allottee/s acknowledges and agrees that the time frame and quality of execution of infrastructure facilities provided by the Government of Haryana /HUDA/other Competent Authority (ies) in the Complex are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies.

3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of HSIIDC/ HUDA and/or competent authority (ies), if any in respect of the Commercial Complex.

H. SALE DEED/TRANSFER DEED

1. The execution of Sale/Transfer Deed of Said Unit shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges including interest, taxes, levies etc. to the Company. The promoter, on receipt of total price of the said Unit, shall execute a conveyance /sale deed preferably within three months but not later than 6 months from possession and convey the title of the said unit for which the possession is granted to allottee.
2. The Allottee/s through Sale/Transfer Deed shall get exclusive possession and title of the Said Unit along-with right to use the Common Areas and Facilities of the Commercial Complex.
3. The Allottee/s agrees to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward registration of the Sale/Transfer Deed of the Said Unit, at the rate as may be applicable on the date of execution and registration of the Sale Deed including documentation. If the Company incurs any expenditure towards the registration of the Said Unit, the same shall be reimbursed by the Allottee/s. The Allottee/s shall be fully responsible for paying any deficient stamp duty and other charges to the Government Authorities.
4. That the promoter shall execute a sale deed in favour of the allottee as per the legal requirements and get the same registered as per law. The charges on execution and registration of sale deed shall be borne by the allottee. That the allottee is expected to use the unit for permissible activities. However, further transfer of commercial unit shall be governed by the provisions of EMP-2015, as amended from time to time and the allottee shall be required to obtain prior written permission of the Corporation before effecting subsequent transfer. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations .That the change in the constitution from individual/Joint holders to a Partnership Firm/company or from Partnership firm to a Company shall be permissible at any stage provided the entire shareholding/ownership of the firm/company/project is with the original allottee and /or his/her family members as defined in EMP-2015. Applicable processing fee shall be payable in such cases and prior written permission of the Corporation shall be mandatory.
5. In the event of any imposition of executive instructions at any time after the date of the Allotment Certificate & Agreement to restrict nomination / transfer / assignment of the allotted Said Unit by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same.

I. INDEMNIFICATION

The Allottee/s shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department//government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Unit . The Allottee/s agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

If any term(s)/provision(s) contained herein shall be determined to be void or unenforceable under applicable laws/order/notification, such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

K. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Company/ could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care / does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-receipt of critical approvals pertaining to Complex plans/ layout plans, environment clearance etc., non-availability of any Complex material and labour or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Company.

L. GENERAL TERMS AND CONDITIONS

1. The Company may raise finance for development/construction or otherwise by mortgaging the built up space in the project along with the land underneath and receivables therefrom subject to condition that (i) the Company shall obtain no objection certificate (“NOC”) from the said bank/financial institution/body corporate with respect to the allotment of the Said Unit and (ii) the Said Unit shall be free from all encumbrances at the time of execution of sale / transfer deed.
2. The address given in this Application shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/ the Allotment Certificate & Agreement shall be deemed to have been received by the Allottee/s.

3. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of **“CEREMONY HOMES (P) LTD.”** payable at Panipat only or as may be directed by the Company.
4. The Allottee/s shall not be entitled to subdivide the Said Unit or amalgamate the same with any other Said Unit /adjoining area. In case of joint Allottee (s), each Allottee's share in the Said Unit shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
5. The Allottee(s) agrees and undertakes to pay all rates, tax on Commercial Complex/Said Unit, municipal tax, property taxes, wealth tax, tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Commercial Complex /Said Unit as the case may be as assessable or applicable from the date of the allotment. If the Said Unit is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is levied/imposed on the Company after the date of allotment including increase in GST, statutory taxes etc. same be proportionately passed and payable by the Allottee/s.
6. The Allottee/s understands and agrees that except the usage right in the Common Areas and Facilities of Commercial Complex and Complex he/she/they have no usage right in the balance/remaining part of the Complex such as lifts, corridors, parking area, community sites etc. and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee/s agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
7. The Allottee/s agrees and undertakes that he/she/it/they shall, before or after taking possession or deemed possession of the Said Unit, have no right to object to the Company internal constructing or the carry internal construction/fit outs done by other Allottee/s in a reasonable manner, adjoining the Said Unit.
8. The Allottee/s agrees & understands to pay the cost/charges which may be intimated by the Company towards administratively managing the movement of the internal construction material/fit outs by the Allottee/s while carrying out internal construction/fit outs on the Said Unit and also cost of effecting minor repairs as result thereof. However, it does not include (i) removal of debris from the Common Areas or the adjacent units, if dumped by the Allottee/s and (ii) major repairs of the common facilities, if damaged by the Allottee/s, which would be payable by the Allottee/s as and when demanded by the Company without any objection.
9. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which

may be suffered by him/her/them due to such development activities or incidental/related activities as well as connecting/linking of facilities etc. as above said.

10. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities viz. Cable, intercom, satellite/cable/internet etc. provided in the Complex. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual Said Unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Complex. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
11. The Allottee/s understands and agrees that any alteration/changes made in this Application Form / Allotment Certificate & Agreement by him/her/them render the application/allotment card as “null and void” to that extent.
12. The Allottee/s understands and agrees that in case there is a breach of any terms or conditions contained herein including his/her/their failure to take possession of the Said Unit within a period of 3 months from the offer of Possession then, besides and without prejudice to Company’s rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Said Unit. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Unit in any manner whatsoever at its sole discretion.
13. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Transfer deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Said Unit in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
14. The Allottee/s agrees that in case of joint Allottees, the Company may, at its discretion, correspond with any one of the Allottee which shall for all intents and purposes be considered as properly served on all the Allottees. In case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.

15. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.
16. The Allottee/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Letter of Allotment & Builder Buyer Agreement, Maintenance Agreement and Conveyance Deed, etc.

M. COPIES OF THE AGREEMENT

Two sets of this agreement are being executed on a non-judicial stamp paper of Rs. 100/- and the Company shall retain one copy for reference and record and the Allottee/s shall retain another one.

N. JURISDICTION & LAWS OF INDIA

1. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for sale 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 Adjudicating officer appointed under the Act. arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Panipat by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at Panipat shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

WITNESSES

CEREMONY HOMES PVT LTD

1. (Authorized Signatory)

ALLOTTEE'S WITNESSES

1.
2. Allottee/s Signature

SCHEDULE "A"

DESCRIPTION OF THE UNIT FOR COMMERCIAL USAGE

Project: CEREMONY ENTHIA

Allotment No: RLA –HSIIDC-5452

RERA Regn No.: HRERA No. of 2023 dated -2023.

Unit No.: _____

Carpet Area: _____

SCHEDULE "B"

UNIT PLAN OF THE PROJECT

DRAFT

SCHEDULE "C"**PAYMENT PLAN****DEVELOPMENT LINKED PAYMENT PLAN**

EVENTS	%age OF SALE CONSIDERATION
ON BOOKING	10%
WITH IN 30 DAYS OF BOOKING	10%
ON START OF EXCAVATION WORK	10%
ON START OF FOUNDATION WORK	10%
ON CASTING OF BASEMENT 1	10%
ON CASTING OF BASEMENT 2	10%
ON CASTING OF GROUND FLOOR	7.5%
ON CASTING OF FIRST FLOOR	7.5%
ON CASTING OF SECOND FLOOR	7.5%
ON CASTING OF THIRD FLOOR	7.5%
ON OFFER OF POSSESSION	10%
TOTAL	100%

ADDITIONAL COST:

I.F.M.S	Rs. 150 per Sq. Ft..
P.L.C	10% OF BSP

Note:

* Sale Consideration = (BSP + GST as Applicable)

* Abbreviations: BSP- Basic Sale Price, SC- Sale Consideration, IFMS- Interest Free Maintenance Security, PLC- Preferential Location Charges.

* The total price as mentioned above does not include (i) cost of running, maintenance and operation of common areas and facilities of project, or (ii) for any rights and interest over the commercial units/areas,etc.(except for a right to use common areas and common facilities of the project on such terms and conditions as may be prescribed by the promoter which shall be uniformly applicable for all allottee (s) of the project) or (iii) for any rights over areas reserved/restricted for any other allottee/right-holder at the project ,or (iv) for any rights over areas to be transferred by the promoter to third parties as per applicable laws.

* Any enhancement in EDC/IDC, any Govt. Taxes/Charges/Levies/GST (if Any) thereof by the concerned authority, the same shall be charged extra on pro-rata basis.

* Possession date will be as per the terms of allotment or agreement for sale from the date of start of development work for the project subject to Force-Majeure conditions.

* Possession related charges include, but not limited to, Electrical connection & Electric Meter Charges, Water Meter Charges, Power backup installation charges, Stamp Duty, Registration Fees, Legal fee of attorney at law/advocates of promoter, relaying of roads, firefighting charges Documentation and other incidental charges including cost of preparing and engrossing assignment of sale deed etc. These will be charged separately as per prevailing rates.

* All Payments must be made by Cheque/DD only in the favor of "**M/s Ceremony Homes Pvt Ltd.**" payable at Panipat.

* The above mentioned area are subject to Area Audit.

* All disputes shall be subject to Panipat jurisdiction only.

SCHEDULE "D"

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

DRAFT

SCHEDULE "E"

DETAILS OF TIMELINES OF HANDING OVER OF POSSESSION OF THE UNIT

- The Company shall make all efforts to complete the development and handover the possession of the said unit within **thirty six (36) months plus six (06) months grace period from the date of signing of this Agreement** subject to Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the CEREMONY ENTHIA-Panipat project. If, the completion of the said Project is delayed due to the above conditions, then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the unit for commercial usage.
- The Company will offer possession of the said unit to the Allottee as per the terms specified in this Agreement. Any delay by the Allottee in taking possession of the said unit from the date of offer of possession, would attract holding charges as per terms of this Agreement.
- Subject to the terms and conditions of this Agreement, in case of any delay (except for Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the CEREMONY ENTHIA-Panipat project) by the Company in completion of development of the said unit and the Allottee not being in default/breach of the terms and conditions set out in this Agreement, the Company shall pay compensation as per terms of the said Agreement.

ENDORSEMENT

ENDORSEMENT #1

DRAFT