

1. Nature of document	-	Agreement for Sale
2. Village/Block	-	SHF Homes, Sector- 03
3. Tehsil	-	Farukhnagar
4. District	-	Gurugram
5. Plot No & Area Yds.)	-	No-__ Area -__ Sq. Mtr. (__ Sq.
6. Floor	-	_____
7. Built-up Area	-	_____ sq. ft.
8. Sale Consideration	-	Rs _____ /-
9. Stamp Duty	-	Rs _____ /-
10. Stamp Certificate No. /Date -		
11. Stamp GRN	-	
12. Commercial or residential	-	Residential
13. Property Address	-	Floor No _____ Plot No _____ in Project _____

AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as the “**Agreement**”) executed at

_____ on this _____ day of _____, 20____ (hereinafter referred to as the “**Execution Date**”):

By and Between

1. **M/s SHF SQUARE LLP (AAO-2590)**, a Limited Liability partnership incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008 rules framed thereunder, having its registered office at 2nd Floor, 856, Sector-14, Gurgaon, Haryana-122001 (**PAN – AGFPG8217Q**), represented by its authorized signatory, Mr. AMIT GOEL (Aadhar No. 7738 6140 7015) authorized *videresolution* dated _____ (hereinafter referred to as the “**Promoter**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns);

AND

[*If the Allottee is a company*]

2. _____, (Corporate Identity No. **AAO-2590** a Limited Liability partnership incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008. under the Provisions of the Companies Act, 1956/2013 (as the case may be), having its registered office at _____, (PAN _____), represented by its authorized signatory, _____ (Aadhar No. _____), duly authorized *vide* resolution of its board of directors dated _____, (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in- interest and permitted assigns).

[*OR*]

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. _____ ---with the Registrar of Firms & Societies, _____), having its principal place of Business a _____, (PAN _____) represented by its authorized partner, _____ (Aadhar No. _____),

Authorized *vide* _____, hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[*OR*]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhar No. _____) son / daughter / wife of _____, aged about _____ years, residing at _____, PAN _____ (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If there are more than one Allottee as Individual]

Mr./Ms. _____ (Aadhar No. _____) son / daughter / wife of _____, aged about _____ years, residing at _____, PAN _____; Mr./Ms. _____ (Aadhar No. _____) son / daughter / wife of _____, aged about _____ years, residing at _____, PAN _____; and Mr./Ms. _____ (Aadhar No. _____) son / daughter / wife of _____, aged about _____ years, residing at _____, PAN _____ (hereinafter collectively referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar No. _____), son of _____, aged about _____ years for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____, PAN _____ (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

[If the Allottee is a Society]

_____, (Society Registration No. _____
_____), a society registered under the Societies
Registration Act, 1860, having its registered office at _____
_____, (PAN
_____), represented by its authorized signatory
_____, (Aadhar No. _____
_____) duly authorized vide resolution dated _____

_____ (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the Allottee is a Trust]

_____ (Trust Registration No. _____), a Trust registered under the _____, having its registered office at _____, (PAN _____), represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide resolution dated _____ (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee].

The Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Promoter is the sole, absolute and lawful owner of a contiguous land parcel in Rect. No. 47 Killa No. 3 / 2(7-19), 4(8-0), 5 / 1(0-18), 10 / 2(2-16), 11 / 1(4-0), 2 / 2 / 11(1-1), 19 / 1(2-13), 11 / 2(4-0), 20 / 1 / 1(1-2), 9 (6-18), 10 / 1(5-4), 12(8-0), 13 / 1(2-12), 1 / 3 (1-0) having a total area of 7.01875 Acres (56 Kanal 3 Marla) situated in the revenue estate of, Sector-03, Farukhnagar, Gurugram, Haryana (hereinafter referred to as the “**Said Land**”) vide sale deed(s) dated: 08.08.2012 registered as documents no. 3412, 3413 and 3414 at the office of the Sub-Registrar, Farukhnagar.
- B. The Said Land is earmarked and approved by the Competent Authority(ies) for the purpose of construction and development of a residential colony named as ‘SHF HOMES’ (hereinafter referred to as the “**Project**”) under the Deen Dayal Jan Awas Yojana - Affordable Plotted Housing Policy, 2016 as notified vide Notification No. PF-27A/6521 dated 01st April, 2016 of the Town and Country Planning Department, Government of Haryana (hereinafter referred to as the “**Policy**”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter in the Project have been complied with;
- D. The Director Town and Country Planning, Chandigarh has granted the approval/sanction to develop the Project vide approval bearing license no. 49 of 2017 dated: 17.07.2017 under the Haryana Development & Regulation of Urban Areas Act, 1975 (hereinafter referred to as the “**1975 Act**”) and the Haryana Development &

Regulation of Urban Areas Rules, 1976, (hereinafter referred to as the “**1976 Rules**”) for construction and development of the Project in accordance with the Policy (hereinafter referred to as the “**License**”) and sanction of the layout plans bearing **Drawing no. 7444 dated: 19.06.2020**;

E. The Promoter has obtained approval(s) for the layout plan/ demarcation/ zoning/ site plan/ building plan or any requisite approval for the Project, as the case may be, from the **DTCP vide memo no. LC-3259/JE(S)/2021 dated. 29.10.2021** (hereinafter referred to as the “**Approved Plan**”). The Promoter agrees and undertakes that it shall not make any changes to the Approved Plan except in strict compliance with Section 14 of the Act or Rules (*as defined below*) / any other laws of the State as applicable from time to time.

F. **The building plan approval for this Project has already been issued to the Promoter vide**

- (1) Plot 19 -Memo No V-2109 dated 24/11/2022
- (2) Plot 20 -Memo No V-2111 dated 24/11/2022
- (3) Plot 21 -Memo No V-2115 dated 24/11/2022
- (4) Plot 22 -Memo No V-2113 dated 24/11/2022
- (5) Plot 39 -Memo No V-2117 dated 24/11/2022
- (6) Plot 40 -Memo No V-2119 dated 24/11/2022
- (7) Plot 41 -Memo No V-2123 dated 24/11/2022
- (8) Plot 42 -Memo No V-2121 dated 24/11/2022
- (9) Plot 47 -Memo No V-2125 dated 24/11/2022
- (10) Plot 48 -Memo No V-2131 dated 24/11/2022
- (11) Plot 49 -Memo No V-2129 dated 24/11/2022
- (12) Plot 50 -Memo No V-2127 dated 24/11/2022

G. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration No. _____. All details of the Project are available at the website of the Authority at www.haryanarera.gov.in;

H. The Allottee, after satisfying himself/herself/itself/ themselves about the rights, title and interest of the Promoter over the Said Land on which the Project is being developed and having understood all the limitations and obligations of the Promoter in respect thereof, submitted an application form for allotment of an independent residential built-up floor in the Project (hereinafter referred to as the “**Application Form**”) and has been allotted an independent residential floor to be built-up on a plot in the Project (“**SHF FLOORS**”) with covered parking in the stilt floor as per the details provided in **Schedule-A** hereto and undivided, impartible and indivisible share of the Plot on which the said PLOT shall be constructed, in proportion to carpet area of all the Plot and *pro rata* right share in the common areas as defined under Rule 2(1)(f) of the Rules, 2017 of the State (hereinafter referred to as the “**PLOT**”);

I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

J. The Parties agree and understand that the scope of this Agreement is limited to the

conditions for allotment/ sale of the Floor in the Project being developed as per currently approved layout plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the payment plan provided in **Schedule-B** hereto (“**Payment Plan**”) are solely in lieu of the consideration for transfer/ sale/ conveyance of the Floor and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement;

- K. The Allottee acknowledges and accepts that the Allottee has perused all therelevant documents and is fully satisfied with the rights and obligations of the Promoter in respect of the Project and the Said Land;
- L. The Allottee acknowledges and confirms that the Promoter has not induced the Allottee for applying for allotment of the Floor. The Allottee further acknowledges and confirms that it is entering into this Agreement out of free will and volition and entirely upon its own independent enquiry and investigation and after understanding all aspects of the Project;
- M. The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard and further the Allottee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, the Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has never instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action thereunder;
- N. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the said Project and no impression / representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the said Project;
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws (including the Policy) applicable in the State of Haryana and related to the Project;
- P. The Parties, relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on

the terms and conditions appearing hereinafter;

- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Floor for residential purpose only.

DEFINITIONS:

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- (a) **“1975 Act”** shall have the same meaning ascribed to it under Recital D;
- (b) **“1976 Rules”** shall have the same meaning ascribed to it under Recital D;
- (c) **“Act” or “RERA”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (d) **“Additional Charge”** shall have the same meaning ascribed to it under Clause 1.3;
- (e) **“Agreement”** shall mean this Agreement for Sale executed by the Promoter and the Allottee along with its recitals, annexure, schedules and terms and conditions for the allotment of the PLOT in the Project;
- (f) **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983 and Rules thereof, including any statutory enactments or modifications thereof;
- (g) **“Applicable Laws”** shall mean and include the Policy and any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter in relation to the Said Land, the Project, the Floor or the transaction between the Parties as contemplated herein;
- (h) **“Application Form”** shall have the same meaning ascribed to it under Recital G;
- (i) **“Approved Plan”** shall have the same meaning ascribed to it under Recital E;
- (j) **“Architect”** shall mean a person registered with valid membership of the council of Architecture, India as prescribed under the Architect Act, 1972;
- (k) **“Association of Allottees”** shall mean the condominium / association of the allottees in the Project as the case may be, which shall be formed by the Promoter under

the relevant provisions of the Applicable Laws;

- (l) **“Authority”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project;
- (g) **“Booking Amount”** shall mean 10% (Ten Percent) of the Total Price of the PLOT;
- (h) **“Building”** shall mean any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes in accordance with the Applicable laws;
- (i) **“Building Plan(s)”** shall mean the Approved Plan, building plan(s)/ layout plan(s) of the Project as approved under the Punjab Act, the Punjab Rules and/or any other Applicable Law, and shall include all subsequent revisions thereof;
- (j) **“Carpet Area”** of the Floor shall mean and include the net usable floor area of the Floor and the area covered by the internal partition walls including shear walls and columns within the Floor and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;
- (k) **“Cess”** shall mean any applicable cess, existing or future on the supply of goods or services or both;
- (l) **“Common Areas”** shall have same meaning as ascribed to it under clause (n) of Section 2 of the Act and the Rules;
- (m) **“Commitment Period”** shall mean the time period notified by the Promoter to the Authority, at the time of registration of the Project under the Act, for completion of the Project;
- (n) **“Competent Authority” / “Government Authority”/ “Statutory Authority”** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, Authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Project and the expression **“Government Authorities”/ “Competent Authorities”/ “Statutory Authorities”** shall be construed accordingly;
- (o) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Floor shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act and Applicable Laws;
- (p) **“Declaration”** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Promoter under the Apartment Ownership Act with the Competent Authorities with regard to the said Project;
- (q) **“DGTCP” / “DTCP”** shall mean Director General, Town & Country Planning Department, Haryana / Director, Town & Country Planning Department, Haryana;

- (r) **“Development Charges” or “DC”** shall mean the amount payable by the Allottee to the Promoter towards carrying out the development works inside or around the Project, including but not limited to:
- (i) External Development Charges (**“EDC”**) and Infrastructure Development Charges (**“IDC”**) at present rates with respect to rates levied by DGTCP for the Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
 - (ii) Infrastructure Augmentation Charge (**“IAC”**) as presently notified/ conveyed and/or demanded by DGTCP, Competent Authority or the Government of Haryana with respect to the Project, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
 - (iii) The cost of such other development/ construction works as may be undertaken by the Promoter within or around the Project that are not charged specifically elsewhere;
 - (iv) Any revision in any of the above even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rate mentioned in the License conditions issued by DGTCP for the Project;
 - (v) Cost incurred by the Promoter on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 15% (fifteen percent) per annum.
- (r) **“Force Majeure”** shall have same meaning as ascribed to the term “force majeure” under the Applicable Law and shall include epidemic and pandemic, e.g. COVID-19;
- (s) **“Government”** means the Government of the State of Haryana;
- (t) **“Haryana Building Code”** shall mean the Haryana Building Code, 2016/ Haryana Building Code, 2017 as may be applicable and as may be amended from time to time;
- (u) **“Indemnified Persons”** shall have the same meaning ascribed to it under Clause 10.8;
- (v) **“Layout Plan”** shall mean the layout plan of the various components of the Project within its peripheral boundaries and shall include all subsequent revisions thereof;
- (w) **“License”** shall have the same meaning ascribed to it under Recital D;
- (x) **“Maintenance Agency”** shall mean either the Promoter itself or the Association of Allottees or any third party employed / hired / engaged / nominated by the Promoter / Association of Allottees for the purposes of carrying out the maintenance and upkeep of the said Project and to provide maintenance services in the said Project;
- (y) **“Maintenance Charges”** shall mean the charges payable periodically by the Allottee for the maintenance and upkeep of the common areas, facilities and amenities in respect

of the Project;

- (z) **“Maximum Permissible FAR”** shall have the same meaning ascribed to it under Recital E;
- (aa) **“Notice of Possession”** shall have the same meaning ascribed to it under Clause 7.4;
- (bb) **“Occupation Certificate”** shall mean the occupancy certificate for any of the buildings constructed/to be constructed in the Project as issued, individually or collectively, by the concerned Governmental Authority;
- (cc) **“Parking Space(s)”** means parking space(s) in the stilt floor of the Plot allotted to the Allottee in the Project.
- (dd) **“Payment Plan”** shall have the same meaning ascribed to it under Recital I;
- (ee) **“Person”** shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person under the Applicable Law;
- (ff) **“PLC” or “Preferential Location Charges”** shall mean the charges to be paid by the Allottee in case the Floor allotted to the Allottee is preferentially located and decision of the Promoter in this regard shall be final and binding on the Allottee;
- (gg) **“Plot”** shall mean the residential plot as detailed and described in Recital G of this Agreement, more particularly described in **Schedule-A** hereto, over which the Floor is to be constructed;
- (hh) **“Policy”** shall mean affordable plotted housing policy known as ‘Deen Dayal Jan Awas Yojana’ under the provisions of Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975 notified vide Notification No. PF- 27A/6521 dated 01st April, 2016 and any amendments thereto.
 - (ii) **“Possession Date”** shall have the same meaning ascribed to it under Clause 6.4;
 - (jj) **“Project”** shall have the same meaning ascribed to it under Recital B;
 - (kk) **“Punjab Act”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 as applicable to the State of Haryana;
 - (ll) **“Punjab Rules”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 framed under the Punjab Act as applicable to the State of Haryana and modifications thereof;
 - (mm) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

- (nn) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (oo) **“Said Land”** shall have the same meaning ascribed to it under Recital A;
- (pp) **“Section”** means a Section of the Act;
- (qq) **“State”** means State of Haryana;
- (rr) **“Tax”** means all taxes, duties, levies, imposts including Goods and Services Tax, Cess or any other taxes and/or cesses, stamp duty, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in connection with the construction of the Project;
- (ss) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party;
- (tt) **“Total Price”** shall have the same meaning ascribed to it under Clause 1.2; and
- (uu) **“PLOT”** shall have the same meaning ascribed to it under Recital G;

INTERPRETATION:

Unless the context otherwise requires, in this Agreement:

- (i) words using the singular or plural number also include the plural or singular number, respectively;
- (ii) words of any gender are deemed to include the other gender;
- (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- (iv) reference to the words “include”, “including” and “in particular” shall be construed without limitation;
- (v) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
- (vi) the term “Clause” refers to the specified Clause of this Agreement;
- (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (viii) unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another clause;
- (ix) any document or agreement (including this Agreement) includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (x) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (xi) references in this Agreement to any law or statute includes a reference to that law or

statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;

- (xii) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavor” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
- (xiii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavours to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
- (xiv) in accordance with accepted conversion rates in the real estate sector, the measure of 1 (one) square feet wherever used shall be equal to 0.0929 square meter;
- (xv) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- (xvi) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

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

1. TERMS:

- i. Subject to the terms and conditions as detailed in this Agreement and the Policy, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase from the Promoter, the Floor for the permitted purposes only.
- ii. The total price for the Floor is Rs. _____ (Rupees
_____ only)
(hereinafter referred to as the "**Total Price**") as per the break-up provided in **Schedule-A** hereto.

Explanation:

- i. The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Floor;
- ii. The Total Price as mentioned above includes Taxes (GST and cess or any other taxes/ fees/charges/ levies etc. which may be levied, in connection with the development/

construction of the Project) paid/ payable by the Promoter up to the date of handing over the possession of the Floor to the Allottee or registration of Conveyance Deed in respect of the Floor in favor of the Allottee, whichever is later, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies, etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification. Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- iii. Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Promoter for sale of the Floor to the Allottee, shall be payable to the Allottee as applicable from time to time as per the applicable rates;
- iv. Charges (for connection and usage) for electricity, water, gas and other utilities & infrastructure shall be communicated at the time of offer of possession, as such charges cannot be quantified at this stage, and shall be payable by the Allottee. In case, the Promoter / Maintenance Agency / Association of Allottees obtains bulk supply of electrical energy / water in the Project, then the Allottee undertakes to pay on demand his proportionate share of connection charges thereof including all deposits thereto.
- v. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) 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 Price of Floor includes recovery of price of land, cost of construction of the Floor and development of the Common Areas (if applicable), Development Charges, cost of providing Specifications, Amenities, Facilities as mentioned in **Schedule-C** hereto, fire detection and fire-fighting equipment in the Common Areas, but does not include the cost of utility connection charges, fixtures & fittings within the Floor (save and except as mentioned in **Schedule-C**) which shall be installed by the Allottee at his own cost.
- vii. The Allottee agrees and understands that certain plots in the Project are preferentially located for which Preferred Location Charges (PLC) may be charged at the sole discretion of the Promoter. Such Floor on certain plots *inter-alia* includes but are not limited to park facing plots, plots adjacent to park, corner plots, any other plots that are preferentially located in comparison to other plots and if the Allottee opts for any such plot, the PLC for the same may be charged and included in the Total Price payable by the Allottee. Also, the Allottee agrees and undertakes to pay PLC for the Floor if the Floor becomes preferred location at any time prior to execution of the conveyance deed.

- iii. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase in taxes, levies, cess, duties, charges including Development Charges etc. which may be levied or imposed by the Competent Authority

in relation to the Project, retrospectively or prospectively (hereinafter collectively referred to as the “**Additional Charges**”) from time to time, which the Allottee shall be liable to pay proportionately with other allottees at the Project. The Promoter undertakes and agrees that while raising a demand on the Allottee for Additional Charges, 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.

- iv. The Allottee shall make the payment as per the Payment Plan set out in **Schedule-B** hereto. Timely payment as per the Payment Plan is the essence of this Agreement.
- v. 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 the interest rate prescribed under the Act for the period by which the respective installment has been accelerated. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter unless agreed upon by the Allottee. However, in the event the Promoter completes development work in the Project before the stipulated time period and the Allottee is required to make early payments as stated in the Payment Plan, then in such events the Allottee shall not be entitled to such early payment rebates/discounts and the Allottee agrees to the same.
- vi. It is agreed that the Promoter shall not make any material additions and alterations in the sanctioned layout plans provided herein at **Schedule-D** hereto (which shall be in material conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Floor, 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, or such other changes as may be required to make the enjoyment of the Project comfortable and convenient for the allottees / occupants / users at large.
- vii. The Promoter shall confirm to the final area of the Floor that has been allotted to the Allottee after completion of construction thereof and grant of the completion certificate/ part completion (as the case may be) of the Project by the Competent Authority, by furnishing details of the changes, if any, in the area of the Floor. The Total Price payable for area of the Floor after taking into account the revised area of the Floor shall be recalculated upon confirmation by the Promoter. If there is reduction in the area of the Floor, then the Promoter shall refund the excess money paid by the Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in area of the Floor, which is not more than 5% (five percent) of area of the Floor allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-A** hereto. All these monetary adjustments shall be made at the same rate as agreed in Clause 1.2 of this Agreement.

If the increase in area of the Floor is more than 5% (five percent) and such variation is not acceptable to the Allottee, every attempt shall be made to offer an alternate Floor of a similar size and nature within the Project, subject to availability. In the event that such an alternate Floor is available and the Allottee accepts such alternate Floor, the applicable Total Price resulting due to such changed location / Floor shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Promoter. In the event, the Allottee does not accept such alternate Floor or if there is no other Floor of a similar size and nature at another location within the Project, the Allottee shall be refunded the actual amounts received against the Total Price along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Allottee and no other claim, monetary or otherwise shall lie against the Promoter and the Floor. The Promoter shall, thereafter, be entitled to transfer the Floor and the allotted parking spaces, if any, to any prospective buyer/ third party of its choice without any reference to the Allottee and/or his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity.

viii. Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Floor as mentioned below:

- i. The Allottee shall have exclusive ownership of the Floor;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas as provided under Rule 2(1)(f) of the Rules of the State, without having any exclusive title or interest in any of the Common Areas. The share / interest of Allottee in the Common Areas cannot be divided or separated; the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Allottee therein shall be specified by the Promoter under the Declaration to be filed under the Apartment Ownership Act. It is clarified that the Promoter shall hand over the Common Area to the Association of Allottees/ Competent Authorities, as the case may be, 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 the Rules of the State. The service areas, if any, as located within the Project shall be earmarked for the purposes, services and other permitted uses for the Project (including extension thereof, if any, on the adjacent land parcels) as well as adjacent project(s) being developed by the Promoter and/or its group entities, and the Allottee shall not have or raise any objection in this regard;

iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Floor, but will follow the safety guidelines of the Promoter including the proper documentation, if any, for such visit. For any such site visit, the Allottee shall have to give an advance written request for the same. The Promoter and persons claiming under / through the Promoter shall not be held responsible / accountable for any loss or damage which may be suffered by the Allottee on account of any accident / mis-happening that may occur/happen to the Allottee and/or any other person accompanying the Allottee and/or to the property of the Allottee and/or of such other person, at the time of such inspection.

ix. It is made clear by the Promoter and the Allottee agrees that the Floor along with allotted Parking Spaces, if any, shall be treated as a single indivisible Floor for all purposes, and none can be transferred by the Allottee independent of the other. The right to use of any

Parking Spaces, other than the allotted Parking Spaces, may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding. It is clarified that Project's services, facilities and amenities shall be available only for use and enjoyment of the allottees of the Project subject to provisions of this Agreement.

- x. The Allottee agrees and understands that parking of vehicles shall only be permitted in the demarcated and allotted Parking Spaces and the Allottee shall not use any other parking space / other area that may be used / reserved for services, maintenance staff and the like for parking vehicles. In addition, the Parking Spaces shall not be used for any other purpose including storage of any equipment or materials of any kind, howsoever temporarily. The Parking Spaces, if any, shall be appropriately ground-marked by the Promoter as allocated at the time of handing over of possession of the Floor, and the Allottee agrees that he shall not in any manner modify / change such Parking Spaces and shall not raise any structure, temporary or permanent, in any such Parking Spaces allocated to the Allottee at any time.
- xi. The Allottee undertakes that the Allottee shall not allow the usage of the allotted Parking Space(s), if any, allotted/allocated to it by the Promoter to any other person, for any purpose whatsoever including for the purposes of parking of vehicles. The Allottee undertakes to park his/ her/ its/ their vehicle in the Parking Space(s), if any, marked and allotted with number of the allotted Floor and not anywhere else in the Project.
- xii. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Floor to the Allottee, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the Competent Authorities, banks and financial institutions and other lending entities, 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 Floor to the Allottee, the Promoter agrees to be liable, even after the transfer of the Floor, 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 there for by such authority or person. However, the property tax on the Floor shall be paid by the Allottee from the date of allotment thereof.
- xiii. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount ("Booking Amount" i.e. earnest money being 10% of the Total Price) being part payment towards the Total Price of the Floor, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Floor as prescribed in the Payment Plan in **Schedule-B** as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest for the delayed period to the Promoter, at the rate prescribed in Rule 15 of the Rules computed on and from the due date.

- xiv. The Allottee understands and acknowledges that pursuant to the Act, this Agreement is required to be registered with the registrar of assurances. Accordingly, the Allottee undertakes and agrees to make himself / herself/ themselves available at such time and place as the Promoter request for the purpose of registration of this Agreement.
- xv. In case the Promoter enriches / enhances the specifications of the Floor on the express instructions and advise of the Allottee as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee as additional costs and charges and the Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.
- xvi. In case the Promoter is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the Floor and/or for any additional features and services at the Project (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the Floor as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
- xvii. The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Said Land, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent set out herein.
- In the event the Competent Authorities are not able to provide such external facilities by the time the Floor is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies / vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter / Association of Allottees. The Promoter is not providing any power back-up facility in the Project.
- xviii. The Allottee understands and agrees that the Total Price is inclusive of cost of providing electric cable from the main electric panel/ Electric Substation (ESS), if provided, within the Project up to the distribution board in each Floor, and also include the cost of electric wiring, switches, fittings, fixtures, etc. to the extent applicable, within or in relation to the Floor; electrical meter connection will be taken by the allottee directly from DHBVN which shall be installed, operated and maintained by the Allottee at his/her/their own cost and expense. In case, it becomes mandatory for the Promoter to install any such utilities in the Floor, then same shall be installed by the Promoter and the Allottee shall pay the cost of the same to the Promoter as per the demands made by

the Promoter, over and above the Total Price.

- xix. 19. The Allottee understands and agrees that if the Promoter and/or the Maintenance Agency/ Association of Allottees, or their nominated agency, applies for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ commission/ regulator/ licensing authority constituted by the Statutory Authority/ Government / Government of India for such purpose, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection directly from any authority/ body responsible for supply of the same. Additionally, the Allottee undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all deposits and charges paid/ payable by the Promoter or the Maintenance Agency/ Association of Allottees to DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government / Government of India/ Competent Authority. The Allottee agrees to pay any increase in the deposits, charges for the bulk supply of electrical energy as may be demanded by the Promoter/ the Maintenance Agency/ Association of Allottees from time to time and the conveyance of the Floor shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee. The external electrification charges shall also be paid and borne by the Allottee separately.
- xx. 20. The Allottee further undertakes and agrees to pay to the Promoter all expenses like stamp duty, registration charges, any other charges, in advance, as and when demanded by the Promoter, for the purposes of registration of this Agreement. The Allottee acknowledges that any failure of the Allottee in compliance with this clause shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee irrespective of the fact of non-registration of this Agreement.
- xxi. 21. The Allottee understands and acknowledges that this Agreement is limited in its scope to the Floor. The Allottee further understands and acknowledges that it shall only have a right to use the Common Areas / the equipment / amenities / facilities in the Project subject to the provisions of this Agreement and shall not have any ownership rights therein in any circumstances.

2. CONSIDERATION AND OTHER PAYMENTS

- i. 1. Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones in the Project, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in **Schedule-B** hereto through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of '___' payable at Gurugram or such other as may be specified in the demand letter issued by the Promoter. The Promoter reserves the right to amend or change the account details and payment advises/instructions and provide new or modified bank account details to allottees. Bank charges for outstation cheques shall be borne by the Allottee and credit shall be granted from the date of actual receipt of funds.
- ii. 2. The Allottee is under legal obligation as per provisions of Section 194 IA of the

Income Tax Act, 1961 to deduct tax at source (TDS) @ 1% (one percent) from each installment / payment, if applicable. 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 so that the appropriate credit may be allowed to the account of the Allottee.

- iii. 3. The Allottee shall make all payments in time as per the Payment Plan opted by the Allottee and other applicable dues as may be demanded by the Promoter from time to time.
- iv. 4. All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Floor.
- v. 5. In case the Allottee has opted for a construction-linked payment plan, the Promoter, subsequent to time-linked installments, shall send call/demand notices for installments at the address/e-mail of the first-named Allottee available in the records of the Promoter, and such call/demand notices shall be deemed to have been received by the Allottee: (i) within 5 days of dispatch by the Promoter, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Allottee that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.
- vi. 6. The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for purchase of the Floor as may be permissible under the Applicable Law, however, the Allottee's obligation to make timely payments for the Floor pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. If the Allottee is availing any credit facility/ loan from any bank/ financial institution/ other entity for purchasing the Floor, then the same shall be the sole responsibility of the Allottee. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Floor. The rights of the financial institution/ bank/ entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to the Promoter, then the Promoter shall have right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity.

Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Floor. In cases of any such refund being made by the Promoter directly to the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Floor against the Allottee as well as such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Floor.

- vii. 7. Save and except in the case of any bank/ financial institution/ entity with whom any agreement has been separately executed for financing the Floor , if any, the Promoter shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the Floor and/or under this Agreement whatsoever. The Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.
- viii. 8. If the Allottee makes payment to the Promoter, pursuant to this Agreement, through cheque which is not honored by the payee bank on presentation by the Promoter, all charges paid by the Promoter to its bank due to dishonor of the said cheque shall be payable by the Allottee to the Promoter within 3 days of demand raised by the Promoter.
- ix. Also, the Allottee shall be solely liable to pay all banking charges levied by the bank of the Promoter while receiving the payment from the Allottee pursuant to this Agreement. The Allottee shall pay the aforesaid amount to the Promoter within 3 days of demand raised by the Promoter. For the sake of abundant caution, it is being clarified that the Promoter shall acknowledge the receipt from the Allottee of such amount as is actually credited into its bank account.
- x. 9. In case of any delay in payments required to be made by the Allottee pursuant to Clause 2.1 and 2.3, the Allottee shall be liable to pay interest on the defaulted amount to the Promoter at State Bank of India's highest marginal cost of lending rate, as at such time, plus two percent for the period of delay beyond the due date of payment till date of receipt of payment by the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- i. 1. The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in the 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 this Agreement, shall be made in accordance with the provisions of the 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii. 2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

- i. 1. 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 Floor along with allotted Parking Space, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any other manner.
- ii. 2. 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 and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE

- i. 1. The Parties agree that time shall be of essence for this transaction. The date for Occupancy Certificate is 29.10.2026 & project completion date is 29.10.2026. 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 Floor 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 the Rules.
- ii. 2. It is specifically understood and agreed by the Allottee that time is of the essence with respect to the Allottees' obligations to perform or observe all the obligations of the Allottee under this Agreement more specifically to pay the Total Price along with other payments such as applicable stamp duty, registration fee and other charges

stipulated under this Agreement to be paid on or before due date or as and when demanded by the Promoter as the case may be.

6. CONSTRUCTION OF THE PROJECT/ FLOOR

- i. 1. The Allottee has seen the layout plan, demarcation-cum-zoning plan, site plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project wherein the Floor is located and has accepted the Building/ Layout Plan approved by the Competent Authority, the Payment Plan and the specifications, amenities, facilities, etc. annexed along with this Agreement.
- ii. 2. The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, FAR, density norms, provisions prescribed, approved plans, terms and condition of the License as well as registration under RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed under the 1975 Act and 1976 Rules by the Concerned Authority.
- iii. 3. The Promoter shall be developing the Project over a period of time. The Allottee understands and agrees that various structures / amenities / facilities etc. comprised in the Project shall be completed in phases and the Allottee agrees not to raise any objection or make claim or default in any payments as demanded by the Promoter on account of inconvenience, if any, caused due to such development / construction activities in the Project.
- iv. 4. The Promoter is bound to develop the Project and offer the possession of the allotted Floor to the Allottee within 3 months from the date of completion of the project i.e. **29.09.2026 ("Possession Date")** but before expiry of the Commitment Period, subject to grant of completion certificate of the Project by the concerned authorities and timely fulfillment of all the obligations by the Allottee as per the Application Form and this Agreement including receipt of the entire payment and charges from the Allottee.
- v. 5. The Allottee is aware that there shall be common raft and common façade for the Floors in the Project and the terrace of each building, wherein the Floor is situated, shall be equally distributed between all the Floor holders in that particular Building and accordingly, each Floor holder in that particular Building shall have equal rights in the terrace thereof. The Allottee shall not carry out any change in the raft, terrace, front façade, exterior elevation and design without prior written approval of the Promoter or the Association of Allottees in the Project. The Promoter shall have option to provide the club on the terrace of the commercial complex in the Project and the membership of the club shall be available to the allottees in the Project on payment of the club security deposit and membership charges as may be decided by the Promoter.

- vi. 6. The Allottee agree and acknowledge that the layout / specification / design / plans etc. of the Project or the Floor may be modified by the Promoter in compliance with the provisions of RERA. The Parties undertakes to strictly abide by the Building Plans prescribed by the Promoter and approved by the Competent Authority (ies) for the Project in general and for the Floor in particular and the Allottee shall also strictly abide by the Applicable Laws to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Promoter fully indemnified and harmless in this regard. In case, the Allottee intends to change the Building Plans of the Floor in future, then the same shall be done with the prior written consent of the Promoter only and not otherwise.

7. POSSESSION OF THE FLOOR

- i. 1. **Schedule for possession of the Floor** - The Promoter agrees and understands that timely delivery of possession of the Floor 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 the Rules, is the essence of the Agreement.

It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take possession of the Floor on any pretext whatsoever, if the possession of the same is being offered duly completed with all Specifications, Amenities, Facilities as mentioned in **Schedule-C** hereto, any time prior to the Commitment Period.

- ii. 2. The Promoter assures to offer the handover of possession of the Floor from the date of completion of the project i.e. 30.09.2026 ("**Possession Date**"), subject to the grant of completion certificate, along with allotted Parking Space (if any) as per agreed terms and conditions unless there is delay due to *force majeure*, court orders, Government Policy/ guidelines, policy / guidelines of the Competent Authorities, pandemic, epidemic, decisions affecting the regular development of the Project or any other event / reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities as mentioned in **Schedule-C** hereto, prior to the expiry of the Commitment Period. If completion 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 Floor, provided the above conditions are not of the nature which makes it impossible for this Agreement to be performed. The Promoter shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure or any of the aforesaid conditions.
- iii. 3. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure or above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee, without any interest, within 90 days. The Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination, if possible. 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.

- iv. **4. Procedure for taking possession of the Floor** - The Promoter shall, upon obtaining the Completion Certificate of the Project from the Competent Authority and within 3 months from the date of the said approval (issue and receipt of Certificate), subject to payment of the Total Price by the Allottee along with interest for delayed payment as may be applicable thereon, call upon the Allottee in writing ("**Notice of Possession**") to take possession of the Floor and to execute necessary indemnities, undertakings, maintenance agreement and other documentation as the Promoter may prescribe.

The payment demands pursuant to the Notice of Possession shall be made within the time period as prescribed in the demand notice.

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 completion certificate in respect of the Project at the time of conveyance of the same. The Allottee, after taking possession as per Notice of Possession, agrees to pay the maintenance charges and holding charges as determined by the Promoter/ Association of Allottees/ Competent Authority, as the case may be.

Prior to handover of possession, the Allottee and Promoter agree to conduct a joint inspection of the Floor so that in the event of any incomplete works, defects, and poor workmanship therein, the same can be attended to by the Promoter. If the Allottee ignores, neglects or otherwise fails to do so and/or if the Allottee fails to pay all dues payable under this Agreement and/or to assume possession of the Floor within such prescribed time period, the Allottee shall not be entitled to make any such claim at any point thereafter. The Allottee shall check the measurement and dimensions of the Floor and take over possession of the Floor within **30 days** or any other time period mentioned in the Notice of Possession, failing which the Allottee shall be deemed to have taken over the possession of the Floor and the Promoter shall not be responsible for any encroachment, trespassing or any other loss/ damage to the Allottee.

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

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

under him.

- v. **5. Failure of Allottee to take Possession of Floor** - Upon receiving a written intimation, i.e. the Notice of Possession from the Promoter as per Clause 7.4, the Allottee shall take possession of the Floor 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 Floor to the Allottee as per terms and condition of this Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking etc. and/or fails take possession within the time provided in Clause 7.4, then (i) the Allottee shall continue to be liable to pay the dues as specified in Clause 7.4 (including the maintenance charges and holding charges applicable on the Floor); (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Floor until the outstanding dues along with interest for delayed payment as may be applicable thereon, have been fully paid by the Allottee; and (iii) the Allottee shall be liable to pay holding charges at the rate of Rs.10/- per sq. ft. for the period of default in taking over the possession of the Floor.

If the Allottee fails to pay all dues payable under this Agreement and/or in terms of this Agreement and/ or to assume possession of the Floor within the aforesaid time period, the Floor shall be and remain at the sole risk and cost of the Allottee.

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

It is clarified that payment of the maintenance charges with respect to the Floor shall be applicable and payable by the Allottee with effect from the last date given in the aforesaid Notice of Possession, irrespective of whether the possession of the Floor has been assumed or not by the Allottee.

- vi. **Possession by the Allottee** - After obtaining the Completion Certificate of the Project and handing over the physical possession of the Floor 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 as provided under Rule 2(1)(f) of the Rules.
- vii. **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 days of such cancellation. In case of such cancellation, if the Booking Amount is lesser than the amount which is due from the Allottee to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee under applicable laws. Further, amount to be refunded shall be

restricted to the base amount which has been paid by the Allottee. However, GST if any demanded shall not be refunded by the Promoter and the Allottee hereby agrees to file for refund claim from the Government Authority. The Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the Government Authority.

- viii. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him/ her/ them due to defective title of the Said 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.
- ix. Except for occurrence of a “Force Majeure”, court orders, Government Policy/ guidelines, policy/ guidelines of Competent Authorities, pandemic/ epidemic, decisions affecting the regular development of the real estate Project or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, if the Promoter fails or is unable to give possession of the Floor. (i) in accordance with the terms of this Agreement, by the date specified in this Agreement; 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 remedies available, to return the total amount received by him in respect of the Floor, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 days of its 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 Floor, which shall be paid by the Promoter to the Allottee within 90 days of its becoming due.
- x. The Allottee shall be construed to have taken the actual physical possession of the Floor only upon issuance of possession certificate by the Promoter. The Allottee further understands that the possession certificate shall be issued by the Promoter only after clearance of all dues by the Allottee in respect of the Floor as per the Payment Plan and other provisions of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- i. The Promoter hereby represents and warrants to the Allottee as follows:
 - i. The Promoter has absolute, clear and marketable title with respect to the Said Land; The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
 - ii. There are no encumbrances upon the Said Land or the Project unless otherwise disclosed in this Agreement;
 - iii. All approvals, licenses, sanctions and permission issued by the Competent Authorities with respect to the Project, the Said Land as well as for the Floor being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.

- iv. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Said Land as well as for the Floor and for the Common Areas as provided under Rule 2(1)(f) of the Rules;
- v. The Promoter has the legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard. The Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Floor which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Floor to the Allottee in the manner contemplated in this Agreement;
- viii. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Said Land;
- ix. At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Floor for the permissible usage to the Allottee. The possession and control of the Common Areas shall be handed over to the Association of Allottees, if the same is formed and registered with Competent Authority, or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules and as per the Applicable Laws;
- x. The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the offer of possession of Floor has been issued (i.e. Notice of Possession) as per the provisions of the 1975 Act and the 1976 Rules, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of the Rules. The property tax in respect of the Floor shall be paid by the Allottee from the date of allotment;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project.
- ii. The Allottee hereby represents and warrants to the Promoter as follows:
 - i. The Allottee has the power to execute, deliver and perform his/her/ their obligations under this Agreement and all necessary approvals including any governmental, regulatory or a third- party approval and other actions have been validly obtained to authorize such execution, delivery and performance;
 - ii. This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms;

- iii. The Allottee has read and understood the Applicable Laws related to the Project and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee is in full consensus with the provisions of this Agreement in relation to the Applicable Laws and shall at all times comply with the provisions of the Applicable Laws;
- iv. The Allottee shall not be entitled to sell, transfer, assign or part with his/ her/ their right, title or interest in the allotment of the Floor prior to execution of conveyance deed by the Promoter. The Promoter, however, may at its sole discretion, permit the Allottee to assign his right, title or interest in the Floor to any third party, provided that the Allottee has paid all the sums / money and dues including but not limited to transfer charges, administrative charges, ground rent, municipal taxes, Maintenance Charges, IFMS and other outgoings to the Promoter and has obtained an NOC in writing from the Promoter in this regard;
- v. The Allottee has inspected all the approvals, permissions, sanctions, licenses, layout plan(s), etc. granted by DTCP and by such other Competent Authorities and/or related departments in favor of the Promoter and ownership records in respect of the Land, and all such documents relating to the rights and title of the Promoter to develop/construct the Said Land for the Project and the Floor therein and have fully satisfied themselves about the rights, title and interest of the Promoter in the Said Land;
- vi. The Allottee further agrees that the Allottee shall not have any right to change the external façade /exterior of the Building (including the elevation style, themes, material finishes, frame and boundary walls, colour scheme of the outer walls or painting of the exterior side of the windows, or design etc.) as provided in the architecture control guidelines issued by the Promoter and the approved building plans.
- vii. The Allottee is aware of the terms and conditions contained in this Agreement and has clearly read and understood his/ her/ their rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times;
- viii. The Allottee shall from time to time sign all papers, documents, maintenance agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Promoter and other allottees/ occupants in the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the “*Force Majeure*”, court orders, Government Policy/ guidelines, policy/ guidelines of Competent Authorities, pandemic/ epidemic, decisions affecting the regular development of the real estate project or any other event /reason of delay recognized or allowed in this regard by the Authority, if any, the Promoter shall be considered under a condition of default, in the following events:

- i. The Promoter fails to provide possession of the Floor, along with allotted Parking Space (if any), to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project prior to the expiry of the Commitment Period.

- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- ii. In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments of any payment / future installment (yet to be due) as per the Payment Plan in **Schedule-B** hereto, as and when demanded by the Promoter. If the Allottee stops/ suspends making payments, and if the Promoter subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction/development milestones and only thereafter, the Allottee shall be required to make the next payment and re-commence the payment of such outstanding installments without any interest for the period of such delay on account of the Promoter; or The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Floor, along with interest at the rate prescribed in the Rules within 90 days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Floor, which shall be paid by the Promoter to the Allottee within 90 days of it becoming due.

- i. The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- ii. In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- iii. In case of default by the Allottee under the condition listed above continues for a period beyond 90 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Floor in favor of the Allottee and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation, within 90 days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 90 days prior to such termination, if possible. In case of such cancellation, if the Booking Amount is lesser than the amount which is due from the Allottee to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee under applicable laws.

- iv. It is fully and expressly acknowledged by the Allottee that in case the Promoter allows the Allottee extra time to make the payments due beyond the due date of payment, then

such an act on part of the Promoter shall not be construed as a waiver of any right of the Promoter to cancel this Agreement and the allotment of the Floor or other rights available under this Agreement or the applicable laws.

- v. If, (a) the allotment of the Floor has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment/suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment the Floor along with the allotted parking space (if applicable) if any, and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination, if possible.
- v. Further, additionally the Allottee shall be considered under a condition of default, in case the Allottee fails to comply with the conditions under the Notice of Possession, including taking over of possession of the Floor, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment the Floor along with the allotted Parking Space, if any, and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Promoter in terms of Clause 1.14 herein before) and brokerage. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

10. GENERAL COVENANTS

- i. The general watch and ward arrangement may be provided in the Project by the Promoter. Accordingly, the Promoter may restrict the entry of outsiders into the Project. However, provision of such watch and ward services could not create any liability of any kind upon the Promoter for any mishap or mischief caused by any miscreant. The Allottee shall remain fully responsible for all guests / visitors who may enter the Project specifically to visit the Allottee.
- ii. The Allottee shall pay to the concerned authority electricity, water and sewerage connection and consumption / service charges and contingency deposit as and when demanded by such authority.
- iii. The Allottee shall assist the Promoter in maintaining peace, security and tranquility in the Project and towards that end, the Promoter shall be entitled to restrict and regulate

the entry of visitors into the Project as may be deemed necessary by it.

- iv. The Allottee undertakes that it shall not place any furniture / equipment / stand / vending platform / on any other thing in the Common Areas or impede / interfere with the right of other allottees of the Project to use the Common Areas.
- v. The Allottee may get the name of his / her nominee substituted in its place with prior approval of the Promoter provided the Allottee have cleared all dues till the date when such nomination or change in nomination is sought and, on such conditions, / guidelines / terms / payments, as applicable including payment of transfer charges as levied by the Promoter, from time to time.
- vi. The Allottee shall not assign, transfer, lease or part with possession of the Floor without taking 'No Dues Certificate' from the Promoter.
- vii. All communications demand notices etc. shall be sent by the Promoter to the Allottee whose name appears first and at the address given by the First Allottee which shall for all purposes be considered as served on all Allottees and no separate communication shall be sent to the other named Allottee. It shall be the responsibility of the Allottee to inform the Promoter about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by it at the time when those should ordinarily reach such address.
- viii. The Allottee undertakes to indemnify, defend and hold harmless the Promoter, its directors, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the "**Indemnified Persons**") from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the Indemnified Person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non- performance (in whole or in part) by the Allottee or occupant of the Floor of any of the terms and conditions, covenants, or obligations contained herein.
- ix. The indemnification rights of the Indemnified Persons in Clause 10.8 above are independent of, and in addition to, such other rights/remedies as the Indemnified Persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- x. The Allottee shall pay to the concerned authority, the electric meter installation charges, water meter installation charges, security deposit for the electric & water meter and their energizing charges, the external electrification charges, etc.
- xi. The Promoter is entitled to combine the additional land parcels, whether acquired in past, present or future, with the Said Land and to obtain additional license for construction and development of a colony/ project on the said additional land parcel, without any objection or interference from the Allottee. The Promoter shall be entitled to connect the electric, water, sanitary and drainage connections, power backup (if any), common area, facilities and services for the Project and extension thereof on the adjacent land parcels.

11. CONVEYANCE OF THE SAID FLOOR

- i. The Promoter, on receipt of Total Price of the Floor as per Clause 1.2 under the Agreement from the Allottee along with interest for delayed / non-payment as may be applicable thereon and completion of all other formalities and documentation by the Allottee as per this Agreement, shall execute and register a Conveyance Deed preferably within 3 months from the date of issuance of the certificate / completion certificate, as the case may be, and convey title of the Floor together with proportionate indivisible share in the Common Areas in favour of the Allottee. However, payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee as per this Agreement shall be a precondition for execution of the Conveyance Deed. All other charges not forming part of the Total Price shall be to the account of and paid and borne by the Allottee / the Promoter / the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.

However, in case, the Allottee fails to deposit the stamp duty and / or the registration charges, other ancillary charges within the period mentioned in the Notice of Possession, the Allottee authorizes the Promoter to withhold the registration of the Conveyance Deed in his/ her/ their favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter. In such cases, the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee and the Promoter / the Association of Allottees / the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee.

- ii. The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.
- iii. In the event the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.
- iv. In case the Allottee has taken any loan from any bank/ financial institution for the Floor, the original documents including the conveyance deed shall be directly handed over by the Promoter to the lending institution, if so required by them.
- v. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the Conveyance Deed.

12. MAINTENANCE OF THE FLOOR / PROJECT

- i. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the occupation certificate / part thereof, part completion certificate / completion certificate of the Project, as the case may be. The cost of such maintenance and applicable taxes will be paid by the Allottee on a monthly or quarterly basis as decided by the Promoter.
- ii. In case, the Allottee / the Association of Allottees fail to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter / the Developer has the right to recover such amount as spent on maintaining such essential services beyond his scope.
- iii. The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/ the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Floor by the Promoter and also for executing the Conveyance Deed of the Floor. Any refusal or denial to execute the same shall constitute breach of this Agreement. The Allottee undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time. In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The maintenance agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.
- iv. Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Notice of Possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The maintenance charges shall be recovered on such estimated basis, from all allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- v. The Allottee agrees and undertakes that upon possession, the Allottee shall join the Association of Allottees as may be registered / formed under the Haryana Societies Registration Act, 2012 and the Apartment Ownership Act by the Promoter and as provided for under the Act and the Rules, and shall not form/ or join /become part of any other association/ society in respect of the Floor or the Project. The Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.

- vi. In case at any time, the maintenance services of the Project are handed over to the Maintenance Agency/competent local authority/the Association of Allottees, as the case may be, then the Promoter shall have the right to transfer the maintenance security deposit after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee to such Maintenance Agency/Competent Authority/Association of Allottees, as the case may be and as the Promoter may deem fit and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the maintenance security deposit or advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee on account of the same. The Allottee(s) agrees and undertakes to pay in advance, along with the last installment specified under the Payment Plan, interest-free maintenance security deposit and advance maintenance charges (AMC) equivalent to such amount for such period as may be decided by the Promoter / Maintenance Agency / Association of Allottees, at its sole discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Promoter/ Maintenance Agency /Association of Allottees.
- vii. The Allottee hereby unequivocally authorizes the Promoter, its representatives, agents, employees, contractors, workmen to enter into and upon the Floor, Common Areas, open areas, driveways without any restriction or interference whatsoever, if necessary, for repair and maintenance in work in terms of this Agreement.
- viii. The Promoter may at its sole discretion decide to provide power back-up facility in the Project and in case the Promoter decides to provide this facility, power back-up for the installed electrical load for the Floor shall be made available subject to timely payment of maintenance charges by the Allottee. The Allottee shall not be entitled to claim any damage/loss whether direct or consequential from the Promoter / Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non- availability of such power back-up or any failure due to any reason beyond the control of the Promoter and/or the Maintenance Agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Promoter considering a suitable diversity and load factor, and shall be subject to the Permissions and the Applicable Laws. The Allottee shall make use of energy efficient light fixtures and fittings.
- ix. The Allottee shall carry out all the maintenance and interiors of the Floor at his/her/their own cost and expenses. The insurance of the Floor as well as the interior/contents inside the Floor shall be the responsibility of the Allottee and the Promoter shall not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allottee in this regard. Fire-fighting equipment as may be required inside the Floor shall be installed by the Allottee at its own cost. anything contained in this Agreement, lift of the Building having the Floor shall be maintained and operated by the allottees of other Floor in that particular Building at their own cost and expense..

13. DEFECT LIABILITY

- i. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottee from the date of handing over possession (as per the terms of the Notice of Possession), it shall be the duty of the Promoter to rectify such defects without further charge, within 90 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided, the Promoter shall not be liable for any defect in the Floor for any reason whatsoever, or for any defect in the Project and the Common Area which result from / induced by: (i) the Allottee, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course.

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

- ii. The Allottee hereby acknowledges and agrees that the Promoter shall be responsible for handing over the Project, as specified in this Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("**Defect Liability**"). The Promoter shall not be responsible for maintaining the technological equipment, materials and processes involved in the services implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems. The Allottee also agrees that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, it is agreed that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the governmental authorities to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

- iii. The Allottee hereby confirms and agrees that all fittings, fixtures, apartment level equipment whatsoever like CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over the possession of the Floor but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the Allottee. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminum items, facade, doors, windows and such like shall also not be covered under Defect Liability.

14. RIGHT TO ENTER THE FLOOR FOR REPAIRS AND MAINTENANCE WORKS

- i. The Promoter/ Maintenance Agency/ Association of Allottees/ Competent Authority shall have rights of access of all Common Areas and Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/ or Maintenance Agency and/or Competent Authority to enter into the Floor during the normal working hours after giving due notice, unless the circumstances warrant otherwise.

15. PAYMENT FOR REPAIRS, REPLACEMENT AND UPGRADATION

- i. After the issuance of Notice of Possession, as and when any plant and machinery within Project, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, or any other plant, machinery or equipment and/or other fixtures, fitting in the Common Areas requires routine repairs, replacement, upgradation, or additions; then the cost and related expenses thereof shall be contributed by the Allottee on pro rata basis along with other allottees. The Association of Allottees / Maintenance Agency shall decide the need for such repair, replacement, upgrades and additions including timing, cost and expense thereof including creation of sinking fund and the Allottee undertakes to abide by the same.

16. USAGE

- i. It is hereby agreed and understood by the Allottee that the service areas as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as permissible under Applicable Law for the projects of the Promoter and its group entities, and the Allottee shall not have or raise any objection in this regard. The Promoter / allottee(s) shall not be permitted to use the services areas in any other manner whatsoever and the same shall be reserved for use by the Association of Allottees formed by the allottees, Maintenance Agency /Competent Authority for rendering maintenance services.

- ii. The Allottee shall use the Floor only for permitted purposes for which it is allotted in accordance with the Applicable Laws and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. The Floor shall not be used in any manner for any nuisance, immoral or illegal activity which may create difficulty for other occupants in the Project or against the public policy or directives of the Government Authorities and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any Floor adjacent to the Floor and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.
- iii. The Allottee hereby agrees and confirms to indemnify the Promoter / Association of Allottees / the Maintenance Agency, as the case may be against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Floor for which the Allottee of the Floor shall be solely liable and responsible, without any recourse to the Promoter / Association of Allottees / the Maintenance Agency, as the case may be.
- iv. The Allottee agrees not to fix or install air conditioners and/or heating Floor and/or any other equipment in the Floor (except at designated places in the Floor for such installation, provided such places for equipment installations are specified and permitted by the Promoter / Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be) or anything that in any manner alters, changes or otherwise modifies the external façade of the Floor.
- v. The Allottee agrees not to fix and/or install any telecommunication tower on the roof top/ terrace of the Floor except with the prior written consent of the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be, and the roof top/ terrace of the Floor shall be used only for the permitted purposes in accordance with the Applicable Laws.

17. ASSIGNMENT AND TRANSFER OF RIGHTS

- i. The Allottee understands that this allotment and/or right and entitlement of the Allottee hereunder is non-transferrable / non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment / transfer on a case- to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied by the Promoter from time to time; and; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter; (iv) permissibility thereof under the Act, the

Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Floor from any financial institution/bank, then a no objection certificate / letter by such financial institution / bank shall also have to be submitted to the Promoter, permitting / consenting to the requested assignment/transfer by the Allottee.

- ii. The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer / assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter, upon request of the Allottee.
- iii. Under no circumstances, permission for such assignment / transfer shall be granted by the Promoter once the payment of Total Price has been made by the Allottee.
- iv. In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Allottee and such assignee / transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.

18. CONSTRUCTION AND DEVELOPMENT WORKS CARRIED BY ALLOTTEE IN THE FLOOR

- i. After taking possession of the Floor, the Allottee shall be permitted to carry out the minor interior internal work in the Floor with no damage to structural members including Columns, Beams, Slab, Brick Works and main plumbing lines of all floor subject to the following conditions:
 - (i) Payments towards the maintenance charges are regularly and punctually paid and there are no arrears with respect thereto.
 - (ii) The work undertaken by the Allottee shall not obstruct and/or affect the work being carried out by the Promoter in the Project and other allottees in their respective Floors in the Project, if any, and/or cause any damage, loss or nuisance of any kind, which may be objectionable to the Promoter, and/or any other allottee(s), occupant(s) of and visitors to the Project.
 - (iii) In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under Applicable Law and otherwise) and other Applicable Laws, rules, regulations, bye laws and guidelines of the Promoter / Association of Allottees / Maintenance Agency, as the case may be. The Allottee shall adhere to all fire and other safety regulations and shall not exceed electrical loads beyond the allocated limits.
 - (iv) The Promoter, the Maintenance Agency and the Association of Allottees reserve its right to inspect the works being carried out by the Allottee and may where required, direct and require the Allottee to undertake such

modifications / alterations in the works as may be necessary to ensure compliance with this Agreement.

- ii. The Allottee shall ensure complete safety of material and the equipment kept in the Floor, to be used and/or useable in the works undertaken by the Allottee and the Promoter shall not be responsible and/or liable in case of pilferage, misplacement of such materials and/or equipment.

19. GENERAL COMPLIANCE WITH RESPECT TO THE FLOOR

- i. Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Floor along with allotted Parking Space, if any, at his/ her/ their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, the Floor or the Common Areas which may be in violation of any laws or rules of any authority and keep the Floor along with allotted Parking Space (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.
- ii. The Allottee agrees and undertakes not to modify the Floor, make any structural change and/or raise any construction within the Floor in variation of the approved Building Plans of the Floor or otherwise encroach upon or occupy any Common Areas or any other area outside the Floor.
- iii. The Allottee/ Association of Allottees further undertakes, assures and guarantees that he/ she/ they would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Floor or anywhere on the exterior of the Project or the Common Areas, except in accordance with the guidelines and specification approved by the Competent Authorities and the Promoter. The Allottee shall not raise any construction or create any structure for the purposes of any advertisement, publicity material, neon-light and signs etc. on the Floor or the Common Area. The Allottee shall also not change the colour scheme, painting, etc. or carry out any change in the exterior elevation, design or wall of the Floor. In case of breach of the above, then the Promoter shall have unrestricted rights to enter the premises of the Allottee, with prior intimation to the Allottee and remove all non-conforming items and material to restore the same as per architecture guidelines, solely at the cost and expense of the Allottee. The Allottee shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Promoter/ Allottee/ Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee/ Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Floor and allotted Parking Space, if any, as the case may be.
- iv. The Allottee understands and agrees that it shall plan and distribute the electrical load for Floor, within the Floor, as per relevant and prevalent standards (including BIS standards) and latest NBC codes, Haryana Building Code and in conformity with the electrical systems installed by the Promoter and thereafter

the Association of Allottees and/ or Maintenance Agency appointed by the Association of Allottees/ Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- v. If any damage is caused to the Project or the Common Areas on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Allottees or the Maintenance Agency, as the case may be.
- vi. The Allottee shall, from time to time, sign all applications, papers, documents, and all other relevant papers, as required in relation to the Floor by the Promoter and shall do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Project and other Floor owners in the Project.
- vii. The Allottee undertakes not to sub-divide/amalgamate the Floor with any other Floor in the Project.
- viii. The Allottee or the Association of Allottees shall not be entitled to change the name of the Project.
- ix. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Floor in the Common Areas or any portion of the Project.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- i. The Parties are entering into this Agreement for allotment of a Floor for the permitted usage along with allotted parking space (if applicable) with the full knowledge of all the Applicable Laws, rules, regulations, notifications applicable in the State and related to the Project.
- ii. The Promoter has made it expressly clear to the Allottee that the rights of the Promoter in the Floor agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
- iii. The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Floor and the Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Floor.

21. INSURANCE

- i. The Allottee may obtain insurance of the Floor against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils at its own cost.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- i. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Floor or the Said Land and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Floor.

The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/securitization of Said Land, receivables or by any other mode or manner by charge/mortgage of the Building / Project; all to the extent and in the manner as permissible under the Act and the Rules and the Applicable Laws.

23. APARTMENT OWNERSHIP ACT

- i. The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act i.e. Haryana Apartment Ownership Act, 1983, the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State.
- ii. The Allottee has confirmed and assured that prior to entering into this Agreement, he has read and understood the Apartment Ownership Act and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that he is in full agreement with the provisions of this Agreement in relation to the Apartment Ownership Act and shall comply, as and when applicable and from time to time, with the provisions of the Apartment Ownership Act or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter. The undivided interest of the Allottee in the Common Areas shall be as specified by the Promoter in the Declaration filed by the Promoter in compliance of the Apartment Ownership Act which shall be conclusive and binding upon the Allottee.

24. BINDING EFFECT

- i. The Parties agree that by just forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within **30 days** from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute this Agreement and also register this Agreement as per the provision of the relevant Act of the State within **30 days** of being so advised by the Promoter.
- ii. If the Allottee fails to execute and deliver to the Promoter the Agreement for Sale within 30 days from the date hereof along with due payment and/or appear before the Sub-Registrar for its registration, the allotment of the Floor in favour of the Allottee shall be treated as cancelled and the Allottee shall have right only to seek refund of sums deposited by him/ her/ them without any interest or compensation whatsoever in the manner and to the extent as provided for hereinafter and shall not have any claim in respect of the Floor.
 - (i) In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Allotment Letter, including (but not limited to) making

payment of all due amounts as per Schedule of Payments (and interest thereon, if any) or seeks to withdraw or cancel the Allotment / Agreement in respect of the Floor, the Allottee shall be deemed to be in default and the Promoter shall be entitled to forfeit the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach and non- payment of any due payable to the Company) and brokerage. The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within **90 days** of such cancellation or withdrawal.

(ii) If the Allottee(s) fails to execute and deliver to the Promoter, Agreement within **30 days** from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the **30 days** of the intimation, then the Promoter shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within **30 days** from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and the Promoter shall be entitled to forfeit the Booking Amount paid for the allotment (i.e. earnest money being 10% of the Total Price) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company) and brokerage. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 days of such cancellation or withdrawal.

The Allotment Letter / Agreement for the Floor shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Floor, save and except the right to the receive refund amount. The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes.

- iii. For sake of clarity, the interest and/or taxes paid on the consideration value of the Floor shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards consideration value is less than the earnest money being 10% of the Total Price, the Allottee shall be liable and agrees to pay to the Promoter the deficit amount. The payment of refund Amount shall be made within a period of 90 days from the date on which such refund becomes due, all as per the Applicable Law.
- iv. The Recitals of this Agreement and representations therein along with the Schedules and Annexure to this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.
- v. The Promoter reserves its right to reject and refuse to execute this Agreement if the Allottee has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Promoter.
- vi. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for

purchase of the Floor. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project. The Allottee acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to him/her/them with its full legal import and effect and the Allottee has obtained independent advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee.

25. ENTIRE AGREEMENT

- i. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Floor. While the terms and conditions stated in the Application form an integral part of this Agreement and incorporated herein by way of reference, in case of any inconsistency, the terms of this Agreement for Sale shall prevail, be final and binding upon the Allottee.

26. RIGHT TO AMEND

- i. This Agreement may only be amended through written consent of the Parties. No amendment, supplement or modification to this Agreement, in any form or manner, whatsoever, shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ANY ASSIGNEE / TRANSFEREE OF THE ALLOTTEE

- i. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Floor and the Project shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Floor and/or any assignee / transferee of the Allottee (in terms of this Agreement) in case of transfer/ assignment, as the said obligations go along with the Floor for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE

- i. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan in **Schedule-B** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- ii. Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right

thereafter to enforce each and every provision.

29. SEVERABILITY

- i. If any provision of this Agreement shall be determined to be void or unenforceable under the Act and/or the rules and regulations made thereunder and/or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act and/or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

- i. Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the area of the Floor bears to the total area of all the Floor in the Project.

31. FURTHER ASSURANCES

- i. The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement and/or of any transaction contemplated herein and/or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- ii. The Allottee expressly acknowledges that it is completely satisfied about the title, rights and interests of the Promoter in the Project / Floor. The Allottee is entering into this Agreement after making itself fully aware of all the limitations and obligations of the Promoter in relation to and in connection with the Project and has understood all limitations and obligations in respect thereof as set out herein under and other documents provided to the Allottee by the Promoter in relation to the Project.
- iii. The Allottee expressly acknowledges that it has been given adequate time and opportunity to peruse and consider the terms and conditions of this Agreement and the Allottee has decided to execute this Agreement only after fully perusing and understanding the legal implications of the terms and conditions contained in this Agreement.
- iv. The Allottee expressly acknowledges that the Promoter has not made any representation and warranties to the Allottee to induce the Allottee to execute this Agreement and the Allottee has decided to execute this Agreement out of its own free will.
- v. The Allottee has seen and perused the title documents of the Said Land and sanctioned layouts / plans in respect of the Project and is fully satisfied that the Promoter is authorized and is legally and sufficiently entitled to allot Floor in the Project. The Allottee further undertakes to abide by the terms and conditions of applicable laws, rules and regulations.

32. PLACE OF EXECUTION

- i. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office in Gurugram (Haryana), or at some other place, which may be mutually agreed between the Promoter and the Allottee, in office of the jurisdictional sub- registrar of assurances after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances at Gurugram as per provisions of the relevant State Act at Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana, India.

33. NOTICES

- i. All notices and correspondences (including call/demand notices to be sent by the Promoter) to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or speed post or courier or other mode as recognized under Applicable Law at their respective addresses specified in title clause of this Agreement. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / Courier / other permissible mode as per admissible under the Applicable Law failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

34. JOINT ALLOTTEES

- i. In case there are joint allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes be considered as properly served on all the Allottees. No separate notice/communication will be sent to any of other joint Allottee. The Allottee confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.
- ii. The Allottees expressly undertake to abide by the terms of this Agreement. They further agree and acknowledge that their obligations / responsibilities / liabilities arising out of this Agreement are and shall always remain joint and several.

35. SAVINGS

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

36. GOVERNING LAW

- i. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

37. DISPUTE RESOLUTION

- i. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the Act.

38. COMPLIANCE OF ALL APPLICABLE LAWS AND NOTIFICATIONS

- i. The Allottee confirms entering into this Agreement with the full knowledge of all Applicable Laws, rules, regulations, orders, notifications in general and the Floor / Project in particular and hereby undertakes to comply with and carry out, from time to time.
- ii. The Allottee hereby acknowledges and understands that, if the Promoter / the Association of Allottees / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee, then in that eventuality the Allottee agrees and undertakes to execute and provide to the Promoter / the Association of Allottees / the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.
- iii. The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Floor /Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Floor.

39. BROKERAGE PAYABLE BY ALLOTTEE

- i. In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Floor, the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Price agreed to be payable towards the Floor. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee.

40. COPIES OF THE AGREEMENT

- i. Two sets of this Agreement in original shall be executed in 'BLACK INK', after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional

Sub-Registrar of Assurances, the Allottee shall retain second original copy and a copy thereof shall be forwarded to the Promoter for its reference and record.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram (Haryana) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)

First Allottee

Signature

Name

Address

Please affix a
photograph and sign
across the
photograph. Please
ensure the signature
do not cover any
part of the face.

Second Allottee

Signature

Name

Address

Please affix a
photograph and sign
across the
photograph. Please
ensure the signature
do not cover any
part of the face.

Third Allottee

Signature

Name

Address

Please affix a
photograph and sign
across the
photograph. Please
ensure the signature
do not cover any
part of the face.

SIGNED AND DELIVERED BY THE PROMOTER

Signature

Name Address

Please affix a
photograph and sign
across the
photograph. Please
ensure the signature
do not cover any
part of the face.

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE-A
DETAILS AND TOTAL PRICE OF THE FLOOR

Application Form No.	-
Application Form Date	-
Plot No.	-
Plot Area	-
Floor No.	-
Floor Built-up Area	-
Parking No.	-
Total Price	-

Break-up of the Total Price:

Particulars	Rate per Sq. Yards (in Rs.)	Amount (in Rs.)
Basic Sale Price		
Add: Preferential Location Charges		
Add: Development Charges		
Add: Interest Free Maintenance Security		
Add: External Electrification Charges &Electrical Installation Charges		
Add: GST and other taxes (if applicable)		
Total Price		

ANNEXURE-2
TOTAL PRICE&PAYMENT
PLAN

TIME LINKED PAYMENT PLAN		
S.No	Stages of Payment	Percentage
1	At the Time of Booking	10% of BSP or INR 2,00,000 whichever is higher
2	Within 30 days of Booking or Signing of Builder Buyer Agreement whichever is earlier	15% of BSP
3	2th Month	25% of BSP
4	4th Month	25% of BSP
5	6th Month	15% of BSP
6	On Offer of Possession	10% of BSP + 100% Additional Charges

CONSTRUCTION LINKED PAYMENT PLAN		
S.No	Stages of Payment	Percentage
1	At the Time of Booking	10% of BSP or INR 2,00,000 whichever is higher
2	Within 30 days of Booking or Signing of Builder Buyer Agreement whichever is earlier	15% of BSP
3	On Completion of 1st slab	15% of BSP
4	On Completion of 3rd slab	15% of BSP + 50% Additional Charges
5	On Completion of 5th slab	20% of BSP + 50% Additional Charges
6	On Completion of Plaster & Flooring	15% of BSP
7	On Offer of Possession	10% of BSP

DOWN PAYMENT PLAN		
S.No	Stages of Payment	Percentage
1	At the Time of Booking	10% of BSP or INR 2,00,000 whichever is higher
2	Within 30 days of Booking or Signing of Builder Buyer Agreement whichever is earlier	15% of BSP
3	Within 45 Days	25% & of BSP
4	Within 60 Days	30% of BSP + 100% Additional Charges
5	On Offer of Possession	20% of BSP

Additional Charges include –

1. GST
2. External Electrification Charges
3. EDC + IDC (As applicable)
4. IFMS Charges
5. PLC Charges

* In case of failure to pay the same within the timelines mentioned in the letter issued for such allotment, the Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 as prescribed under the Policy. The Applicant (successful allottee(s)) shall be liable to execute and get registered the Agreement of Sale/Builder Buyer

Agreement/BBA as well as to pay the said amount. The Payment s Plan/ Schedule may be preponed if the Occupation/Completion Certificate (OC/CC) is received before the scheduled possession period.

SCHEDULE–C
SPECIFICATIONS / AMENITIES / FACILITIES IN THE PROJECT

SCHEDULE–D
LAYOUT AND BUILDING PLANS OF THE FLOOR