

GIST OF AGREEMENT FOR SALE

- A. Experion Reality Private Limited (formerly known as SKN Developers Private Limited) and Experion Real Estate Developers Private Limited (formerly known as KNS Real Estate Developers Private Limited) (hereinafter collectively referred to as the “**Land-Owning Companies**”) are the absolute and lawful owners of contiguous land parcels admeasuring approximately 15.025 acres situated in Sector 108, Gurgaon (in the revenue estate of village Dharampur, Tehsil and District Gurgaon), Haryana, India (hereinafter referred to as the “**Project Land**”) vide sale deed bearing vasika no. 1001 dated 31.07.2007, 6807 dated 20.06.2007, 5781 dated 08.06.2007, 5782 dated 08.06.2007 and 4361 dated 22.05.2007;
- B. The Land-Owning Companies and the Promoter have entered into Development Agreements dated 24.10.2012 duly registered before the Office of Sub-Registrar Gurgaon vide vasika no. 20539 and 20540 both dated 29.11.2012;
- C. The Promoter is developing over the Project Land, a group housing colony comprising of residential apartments along with other infrastructure and amenities under the name and style of “**The Heartsong**”, situated at Sector-108, Gurugram, Haryana (hereinafter referred to as the said “**Project**”) as per the sanctions and approvals granted by the Director General, Town & Country Planning, Haryana (“**DGTCP**”);
- D. The Land-Owning Companies have vested the Promoter with complete authority and powers to undertake the development and construction of the Project. The Promoter is also authorized by the Land-Owning Companies to promote, brand, market and sell all apartments comprising the said Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this AFS. The Promoter is also authorized to receive the Total Price and other charges and dues as otherwise may be due and payable in terms of the AFS with respect to the Apartment (as defined hereunder) or the Project and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
- E. The Promoter along with the Land-Owning Companies has obtained License no. 38 of 2010 dated 14.05.2010 from the DGTCP for development and construction of the Project on the Land (“**License**”) under the Act (as defined hereunder). The Promoter along with the Land-Owning Companies has further obtained the approval of the building plans vide Memo No. ZP-753/JD(BS)/2012/18512 dated 18.09.2012 from the Chief Town Planner, Haryana-cum-Chairman, Building Plan Approval Committee, Town and Country Planning Department, Haryana (“**Building Plans**”). The Promoter has obtained Occupation Certificate dated _____ for the said Apartment (“**Occupation Certificate**”) from the office of DTCP. The Promoter agrees

and undertakes that it shall not make any changes to the approved plans except in compliance with Section 14 of the Real Estate Act or the Applicable Laws;

F. The Promoter has registered the Project under the provisions of the Real Estate Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration number _____.

G. The Allottee had applied to the Promoter for allotment of a residential apartment in the Project vide Application dated _____ and has been allotted apartment bearing no. _____, type _____, floor no. _____ in tower/block _____ (**"Building"**) having a Carpet Area of _____ sq. mtr. or _____ sq. ft. approximately along with right to use car parking as permissible under the Applicable Laws, and right in the pro rata share in the Common Areas as defined under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules-2017 (hereinafter referred to as the said **"Apartment"** more particularly described in **Schedule A**) on *'as is where is'* basis. The floor plan of the said Apartment is annexed herewith as **Schedule-B**;

H. In accordance with the terms and conditions set out in this AFS, the Promoter hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Apartment bearing no. _____ having Carpet Area of _____ sq. mtr. or _____ sq. ft. approximately on _____ Floor, in tower/block _____ of the Project along with pro rata share in the Common Areas, for a Total Price (**"Total Price"**) of Rs. _____/- (Rupees _____ Only).

I. The Total Price for the Apartment shall include the following:

a. Basic Sale Price at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

b. PLC at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

c. Charges towards allocation of car parking no. _____ for exclusive use at Rs. _____/- per parking;

In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:

(i) Maintenance Charges (advance for 2 years) at the rate of Rs. _____/- per sq. mtr. (Rs. _____/- per sq. ft.) of Carpet Area;

(ii) IFMSD for an amount of Rs. _____/-;

The Total Price as well as the amounts payable under sub-clause (i) and (ii) shall be payable by the Allottee to the Promoter in accordance with the **Payment Plan, Schedule C** to this AFS.

The stamp duty, registration charges and administrative charges for execution and registration of this AFS as well as the Conveyance Deed in favour of the Allottee shall be paid extra by the Allottee as and when demanded by the Promoter or at the time set out in the Payment Plan, Schedule C of this AFS.

- J. The booking amount payable for allotment of the said Apartment shall be payable by the Allottee in two installments i.e., booking amount 1 and booking amount 2, the sum total of which shall constitute the booking amount (“**Booking Amount**”) for the said Apartment for all intents and purposes. The Total Price shall include the Booking Amount paid/payable by the Allottee to the Promoter towards the Apartment. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Promoter, the Promoter shall be entitled to forfeit the entire Booking Amount along with the Delay Payment Charges and thereafter refund the balance amount to the Allottee within 90 (Ninety) days of such cancellation without any interest whatsoever.
- K. The Total Price includes recovery of price of Project Land, construction of the Apartment and the Common Areas, internal development charges, external development charges, taxes, fee, levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, PHE connection, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, FTTH, MDTH, Wi-fi Router charges, solar power charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- L. The Total Price shall be escalation free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the external development charges, internal development charges or any other statutory or other charges, taxes, cess, fees, which may be levied or imposed by the Authority(ies). The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- M. The Allottee shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Promoter and subject to the by-laws of the Association, Maintenance Agreement and provisions of the Apartment Act.
- N. It is specifically clarified by the Promoter and accepted by the Allottee that the Project shall contain, besides the residential apartments, dwelling units for economically weaker sections (EWS units) required to be transferred in accordance with the guidelines of the DGTCP, which shall continue to belong to the Land-Ownning Companies/Promoter until these are transferred by them. It is further clarified by the

Promoter and accepted by the Allottee that the Project shall also contain retail shops and school(s) which shall continue to belong to the Land-Ownning Companies/Promoter and in fact are transferable units.

- O. All payments shall be made by demand draft / banker's cheque / cheque payable at Delhi / NCR in favor of "**Experion Developers Private Limited Heartsong Collection Account**" or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable. All payments shall be subject to their actual realization in the designated account.
- P. The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) to the Promoter being booking amount 1, at the time of Application and a sum of Rs. _____/- (Rupees _____ Only) to the Promoter being booking amount 2, at the time of execution of this AFS, the receipt of which the Promoter hereby acknowledges. The Allottee hereby undertakes and agrees to make payment of the remaining Total Price due and payable in accordance with the Payment Plan, Schedule C. The Allottee hereby specifically agrees that in case of cancellation of allotment of the Apartment, on account of any default by the Allottee, the Promoter shall be entitled to forfeit the Booking Amount and Delay Payment Charges on the delayed payments.
- Q. In the event the Allottee defaults in making payment of any amounts payable in respect of the Apartment in terms hereof, the default payment shall attract '**Delay Payment Charges**' from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of Delay Payment Charges, in the event any payment is delayed beyond a period of **60 (sixty)** days from its due date, the same shall be deemed to be a breach of this AFS and the Promoter shall be entitled to call upon the Allottee to rectify the breach by making payment of the outstanding dues along with Delay Payment Charges accrued thereon within a period of **30 (thirty) days**. In the event the Allottee fails to make the payment of the outstanding dues along with Delay Payment Charges accrued thereon within the stipulated period of **30 (thirty) days**, the Promoter shall be entitled to cancel the Allotment and terminate this AFS in accordance herewith.
- R. In the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Apartment, the Promoter shall issue the payment receipts only in favour of the Allottee. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the Allottee in terms hereof. The Allottee would remain bound under this AFS whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. It is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this AFS, whereupon or at the written request of such bank, financial institution or person from whom such loan has been

obtained the Promoter shall be entitled to terminate this AFS. The responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Conveyance Deed. The Allottee shall be responsible and liable for making all payments to persons from whom he has borrowed money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Apartment by such persons.

S. Defect Liability

- (a) It is agreed that in case any structural defect or defect in workmanship, quality or provision of services or any other obligation as provided herein is brought to the notice of the Promoter by the Allottee within a period of 5 (Five) years from the date of execution of this AFS, such defect shall be rectified by the Promoter without any further cost or charges from the Allottee. In the event of failure of the Promoter to rectify such defect within a period of 90(Ninety) days, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act. Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the allottee(s), by means carrying out structural or architectural changes from the original specifications/design.
- (b) The Allottee hereby confirms and agrees that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in this AFS, 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 Allottee further confirms and agrees that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Allottee also agree 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 Authorities to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.
- (c) The Allottee hereby confirms and agrees that all fittings, fixtures, apartment level equipment whatsoever like air-conditioners, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over the possession of the Apartment 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, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.

T. Possession & Conveyance

The Allottee understands and acknowledges that the Occupation Certificate for the said Apartment has already been received by the Promoter from the DGTCP. Subject to Force Majeure, court orders, Government policy/guidelines/decisions and fulfillment by the Allottee of all the terms and conditions of this AFS including but not limited to timely payment by the Allottee of the Total Price and other amounts payable in accordance with Payment Plan, Schedule C, along with stamp duty, registration charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer possession of the Apartment to the Allottee as per payment plan opted by the Allottee.

Subject to Clause above, in the event the Promoter fails to offer possession of the Apartment to the Allottee within the stipulated time, the Allottee may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the Delay Payment Charges over the amount received by the Promoter till date ("**Penalty for Delayed Completion**"). The Allottee agrees that the payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Apartment and such payment shall be made within 90 (Ninety) days of it becoming due. The Promoter and the Allottee have agreed that the Penalty for Delayed Completion is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, the Allottee may seek termination of this AFS by written intimation to the Promoter. In such an event, the Promoter shall be liable to refund to the Allottee the actual amounts paid by it along with interest at the rate of SBI highest marginal cost of lending rate plus 2% (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 90(Ninety) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by the Allottee.

The Allottee may exercise the options contained herein this Clause within a period of 30 days from the date of expiry of the date stipulated herein for offering possession of the Apartment failing which it shall deemed to have exercised the option contained at (a) above.

U. As per agreed payment plan the Promoter shall issue a written notice ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (Thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Promoter shall, after

execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this AFS or as may be payable because of any demands of any Authority.

Subject to the Allottee fulfilling all its responsibilities stipulated herein and the Possession Notice, the Promoter shall prepare and execute a Conveyance Deed to transfer the title of the said Apartment in favour of the Allottee. The Promoter shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Promoter. After the execution and registration of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee.

In case the Allottee fails to comply with the essential documentation, undertaking etc. or fails to take possession within the time provided herein the Allottee shall continue to be liable to pay maintenance and holding charges as determined by the Promoter/Association/competent authority, as the case may be.

V. Transfer of rights under this AFS

Subject to compliance and adherence by the Allottee of the terms and conditions of this AFS, the Promoter may at its sole discretion and subject to payment by the Allottee of transfer charges, administrative charges and completion of requisite documentation as may be prescribed by the Promoter, permit the transfer of allotment of the Apartment in favor of a transferee(s)/nominee(s)/assignee(s) of the Allottee. Such permission for transfer/assignment of AFS shall always be subject to Applicable Laws. It is hereby clarified and the Allottee agrees that no request for transfer/assignment of the allotment of the Apartment can be made by the Allottee after dispatch of the Possession Notice by the Promoter.

W. Maintenance

The Allottee understands that for the proper upkeep and maintenance of the Project including the Common Areas, the Promoter has appointed the MSA for the upkeep and maintenance of the Project.

For this purpose, the Allottee shall execute a Maintenance Agreement with the Promoter/ MSA simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Apartment and any refusal or denial to execute the same shall constitute breach of this AFS. 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, whether or not the Allottee is in physical occupation of the Apartment.

The Maintenance Charges shall commence after the expiry of 30 (Thirty) days from the date of issuance of the Possession Notice by the Promoter irrespective of whether the Allottee takes physical possession of the Apartment or not. In the event the Allottee delays or otherwise fails to take over the physical possession of the Apartment within the time stipulated in the Possession Notice, the Allottee shall be liable to pay to the Maintenance Charges from the expiry of 30 (Thirty) days from date of the Possession Notice.

The Allottee accepts that provision of such maintenance services shall at all times be subject to the timely payment of Maintenance Charges and requisite Interest-Free Maintenance Security Deposit ("**IFMSD**"). The Allottee shall deposit and shall always keep deposited with the Promoter/MSA/Association, the IFMSD as specified in Payment Plan, Schedule C.

X. Obligations of the Allottee

The Allottee shall always be responsible for making timely payment of amounts as may be due and payable by the Allottee in accordance with the Payment Plan, Schedule C of this AFS.

The Allottee hereby agrees and undertakes to fulfill all its obligations as may be prescribed by the Promoter at the time of offer of possession for the said Apartment. The Allottee further undertakes and agrees to take possession of the Apartment and execute the Conveyance Deed in respect thereof as and when required by the Promoter in accordance with the terms of this AFS.

The Allottee shall become the member of the Association as and when it will be formed in accordance with the provisions of the Apartment Act and shall abide by all the terms and conditions in respect thereof.

The Allottee's right to use the Common Areas and facilities shall be subject to timely payment by the Allottee of the Maintenance Charges and IFMSD.

The Allottee shall be responsible for the payment of any applicable taxes in relation to the Apartment from the date of handing over the physical possession of the Apartment to the Allottee and the Project to the Association or the concerned Authority, as the case may be, after obtaining the Occupation Certificate.

Y. Permitted Use of the Apartment

The Allottee agrees, confirms, and warrants to the Promoter as under:

- (i) Upon assuming possession of the Apartment, the Allottee may, carry out interior works in the Apartment as per the requirement and use provided no structural alterations or modifications are done to the Apartment and no walls or other

permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Apartment. Before commencement of interior works, the Allottee shall take prior written consent of the Promoter/ Association and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Allottee without obtaining prior written permission from the Promoter/Association. The Allottee shall ensure that no work carried out by it will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to other apartments or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Promoter indemnified at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Apartment e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other apartments and the Common Areas due to such internal works shall be made good at the cost of the Allottee.

- (ii) The Apartment shall be used for residential purposes only and in a manner that does not cause any nuisance or annoyance to occupants of other apartments or units in the Project. The Allottee shall not conduct any illegal or immoral activity in the Apartment or do or suffer anything to be done in or about the Apartment which is contrary to public policy or Applicable Laws. Any storage of hazardous, combustible or inflammable materials and toxic chemicals that may cause damage to flooring, walls or ceilings of the Apartment or to other apartments is expressly prohibited except in such small quantities as necessary for residential living as per Applicable Laws. If the Allottee uses or permits use of the Apartment for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter/Association shall be entitled to proceed against the Allottee for such remedies as may be available under Applicable Laws.

- (iii) In particular, the Allottee shall abide by the following:
 - (a) The balconies shall not be covered in any manner;
 - (b) The Allottee will not install any window shades, awnings, window grills, air conditioning/ heating units or any other equipment in the Apartment (except at such designated places as may be specified by the Promoter) without intimating the Promoter/Association of the same;
 - (c) Vehicles shall be parked only at allocated car parking spaces;
 - (d) The Allottee shall neither encroach upon any of the Common Areas or obstruct any amenities/ services available for common use nor store any article in such areas or block the same in any manner whatsoever.

- (iv) The Allottee shall not do anything that alters or changes the external façade, color scheme and texture of the Apartment and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.

Z. Events of defaults and consequences

Subject to the Force Majeure, court orders, Government policy/guidelines, decisions the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee as agreed under this AFS. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects and for which Occupation Certificate has been issued by the concerned Authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act.

In case of default by the Promoter under the conditions listed above in Clause 13.1, the Allottee shall be entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the AFS in which case the Promoter shall be liable to refund the entire money paid by the Allottee along with interest at the rate of SBI highest marginal cost of lending rate plus 2% within 90 (Ninety) days of receiving the termination notice from the Allottee.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the AFS, the Promoter shall pay to the Allottee Penalty for Delayed Completion for every month of delay till the handing over of the possession of the Apartment within 90 (Ninety) days of it becoming due.

The Allottee shall be considered under a condition of default, in the following events:

- (i) 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;
- (ii) Allottee fails to pay the agreed Total Price, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Promoter in terms of this AFS;
- (ii) Dishonour of any cheque(s), including post-dated cheques, given by the Allottee to the Promoter, for any reason whatsoever;

- (iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Promoter, within such the timelines as stipulated by the Promoter and in terms of the AFS;
- (iv) Allottee fails to take possession of the Apartment, within the time provided in Clause 7 above;
- (v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this AFS;
- (vi) Any other breach of a provision under this AFS by the Allottee.

In case of an event of default committed by an Allottee, under the conditions listed above continues for a period beyond 90 (Ninety) days after notice from the Promoter, the Promoter will have the following options (exercisable individually or jointly, at the sole discretion of the Promoter):

- (i) The Allottee shall be liable to pay Delay Payment Charges for the period of delay. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- (iii) The Promoter shall be entitled, at its sole discretion, to cancel this AFS and allotment thereof of the Apartment, after giving notice of 30 (Thirty) days thereby giving the Allottee to rectify the default.
- (iv) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Promoter, and subsequently, the Promoter chooses to cancel the allotment of the Apartment, the Allottee shall have no lien or claim on the Apartment and the Promoter will be entitled to sell, convey or transfer the Apartment to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Apartment by the Promoter, shall be refunded to the Allottee, within 90 days of such cancellation, after deducting the Booking Amount, Delay Payment Charges on the amount due accruing in favour of the Promoter in terms of the AFS.

AA. General Clauses

The Allottee shall comply with all legal requirements for purchase of the Apartment after execution of the AFS and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose.

The Promoter shall compensate the Allottee in case of any loss caused to him due to the defective title of the Land, in the manner provided as provided under the Real Estate Act and the claim for compensation under this Clause shall not be barred by limitation provided under any law for the time being in force.

If the Allottee is required to pay any commission, brokerage or any consideration to any person under any agreement that the Allottee may have with such person for any services rendered or costs and expenses incurred thereby by such person to the Allottee in respect of the Apartment, the Promoter shall not be liable or responsible for the same and no commission, brokerage or consideration shall be deductible from the Total Price.

Provision of this AFS applicable on allottee / subsequent allottees

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

Apartment Act

The Promoter has assured the Allottee that the said Project in its entirety is in accordance with the provisions of the Apartment Act. The Promoter has complied with the laws/regulations as applicable in state of Haryana.

Method of calculation of proportionate share wherever referred to in the AFS

Wherever in this AFS it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total carpet area of all the apartments in the Project.

Governing Law and Jurisdiction

That the rights and obligations of the Parties under or arising out of this AFS shall be construed and enforced in accordance with the laws of India.

Dispute Resolution

All or any disputes arising out or touching upon or in relation to the terms and conditions of this AFS, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act.