

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed at **Gurugram** on this [•] day of [•] 202[•];

AMONGST

1000 TREES HOUSING PRIVATE LIMITED (*formerly known as ATS Meadows Pvt Ltd.*) (CIN: U70100DL2010PTC210404), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 711/92, Deepali, Nehru Place, New Delhi - 110019, acting through its authorised signatory [•], duly authorized vide Board Resolution 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) being party of the **FIRST PART**;

AND

The Landowners identified under Schedule of this Agreement represented through their Attorney [•] duly appointed and authorized vide Power of Attorney dated [•] registered before the Sub-registrar at [•] as Document No. [•] in Book No. [•], Vol. No. [•] at Pages [•] on [•] (hereinafter collectively referred to as the “**Landowner**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her respective legal heirs, administrators, legal representatives, executors and permitted assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board 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 Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (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 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 of _____, aged about _____, residing at _____, (PAN _____) (hereinafter called 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 A assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ 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 the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

Unless, the context otherwise requires in this Agreement, the Promoter, Landowner and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and subsequent amendments and modifications thereto;
- (b) “**Applicable Laws**” shall mean and include 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 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;
- (c) “**Authority**” shall mean the Haryana Real Estate Regulatory Authority under the Act;
- (d) “**Government**” means the Government of the State of Haryana;
- (e) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the state of Haryana; and
- (f) “**Section**” means a section of the Act.

WHEREAS:

- A. The Landowners are the absolute and lawful owners of land parcel admeasuring approximately 13.078 acres situated at Sector 105, District Gurugram, Haryana (hereinafter referred to as the “**Larger Land**”).
- B. The Landowners executed a collaboration agreement with the Promoter (duly registered before the office of the concerned sub-registrar’s offices), for the purposes of development of a group housing colony with residential on the Larger Land in accordance with the terms and conditions as set out therein.
- C. The Director General, Town and Country Planning, Haryana (DGTCP) granted a license to the Landowners to develop a group housing colony upon the Larger Land vide License No. 127 of 2012 dated 27.12.2012 (“**License**”). Vide Memo No. LC-2648/JE(DS)/2022/2540 dated 31.01.2022, the Director, Town & Country Planning, Haryana renewed the License in favour of the Landowners in collaboration with the Promoter – for development of group housing colony (under TOD policy) upon the Larger Land.

- D. In the manner stated above, in terms of the License, the Promoter is undertaking the development of a group housing colony under the name and style of **'Sanctuary 105 Phase-2'** ("**Project**") on a part of the Larger Land admeasuring 4.894 acres (or 19805.30 sq. mtrs.) ("**Project Land**"), in a phased manner.
- E. The Promoter has obtained approval of building plans from DTCP for the Project vide Memo No. [•] dated [•] and the approval of phasing plan vide DTCP office Memo No. [.] dated [.]. The Promoter agrees that it shall not make any changes to the approved plans except in compliance with Section 14 of the Act or any other laws of the state of Haryana as applicable.
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the rights and interests of the Promoter regarding the Project Land on which the Project is to be constructed, have been complied with.
- G. The Promoter has registered the Project under the provisions of the Act with the Authority at Gurugram, having registration No. [•] dated [•].
- H. The Allottee had applied for a residential apartment in the Project vide application dated [•] and has been allotted **Apartment No.** having carpet area of **square meter (square feet ("Carpet Area"))**, on [•] **Floor** in **Tower No. [•] ("Building")** along with exclusive right to use [•] **number of covered parking ("Parking")**, as permissible under the applicable law and proportionate right/share in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules of the state of Haryana (hereinafter collectively referred to as the "**Apartment**") more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- 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 hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the state of Haryana and related to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other, do 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; and
- L. In accordance with the terms and conditions of 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 Apartment as specified in Recital H of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Recital I of this Agreement.
- 1.2 The total sale consideration for the Apartment based on the Carpet Area is **Rs. [•]/- (Rupees [•] Only) ("Total Sale Consideration")**. Please note, stamp duty amount & registration fee on the

conveyance deed shall be extra and payable by the allottee(s) as applicable at the time of conveyance deed. Details of Total Sale Consideration is provided in **Schedule C** of this Agreement.

Tower No.:	[•]
Apartment No.:	[•]
Type:	[•]
Floor:	[•] (In Words)
Parking (if applicable):	[•] (In Words)
Type:	[•]

Explanation:

- (i) The Total Sale Consideration as mentioned above includes the advance amount of **Rs. [•]/- (Rupees [•] Only)** (“**Advance Amount**”) paid by the Allottee to the Promoter for the Apartment;
- (ii) As of the date of this Agreement, the Allottee has paid a further sum of **Rs. [•]/- (Rupees [•])** to the Promoter (in addition to Advance Amount) being booking amount towards the Total Sale Consideration of the Apartment; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Sale Consideration of the Apartment as prescribed in the Payment Plan and as demanded by the Promoter.

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.

- (iii) The Allottee agrees that 10% of the Total Sale Consideration (*defined herein under Schedule C*) shall be considered as booking amount for the purpose of this Agreement (“**Booking Amount**”).

The Total Sale Consideration amount includes Basic Sale Price, EDC & IDC, parking charges, PLC, GST and charges 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 Apartment to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession, provided that:

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc. or any directions from any department, even if retrospective in effect, the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification:

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in 1.2 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee, the details of the taxes/fees/charges/levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.

- (v) The Total Sale Consideration (as explained in Schedule C of this Agreement) of the Apartment includes recovery of price of land, development/construction of not only of the Apartment but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment in the Project.
 - (vi) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from June 1, 2013) to deduct tax at source (TDS), as applicable from each instalment/payment to be paid by the Allottee. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter.
- 1.3 The Total Sale Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes, charges/costs/duties/fees/levies which may be levied or imposed by the competent authority from time to time, even if retrospective in effect. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/charges/fees/levies etc., imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- Similarly, in case of any decrease (including with retrospective effect, if any) in any of the charges/costs/duties/fees/levies that may be notified by a competent authority, the same shall be adjusted proportionately in favour of the Allottee from the final instalment to be paid by the Allottee as set out in the Payment Plan, and such adjustment shall be made following the intimation of such decrease by the Promoter/competent authority, as the case may be at the time of possession.
- 1.4 The Allottee(s) shall make the payment of the Total Sale Consideration as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at rates intimated by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee(s).
- 1.6 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** in respect of the Apartment 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 for the further improvement of the Project or demanded by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

- 1.7 If the Promoter is required to make any additional/upgraded specifications, fixtures, fittings and provide any additional/upgraded equipment, plant & machinery or any additional amenities, over and above those provided under this Agreement and/or required as per existing rules and regulations, due to any change in the Applicable Law or as per requirement of the Allottee, then the Promoter shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee agrees to pay the same. The Allottee agrees to execute and register (if required), such other documents, as may be required by the Promoter in this regard.
- 1.8 The Allottee understands and agrees that electricity shall be provided in accordance with the Electrical scheme approved by the DHBVN and the Allottees shall be required to get the electrical connection directly from the DHBVN at its own cost. However, the Promoter shall provide the entire internal and external electrical infrastructure needed for providing electricity at the Project. The Total Sale Consideration is exclusive of the cost of such electrical infrastructure. About [...] electrical load per Apartment has been computed for providing the electrical infrastructure. The Allottee understands and agree that Promoter may also seek Single point electricity connection from DHBVN to provide electricity as per Electrical scheme, if approved so, for which Allottee shall have no objection. In that case Promoter shall install smart electricity meter and/or make suitable arrangement for billing & collection at its own.

Power back-up [...] kilowatt for the Apartment shall be made available subject to the 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 Applicable Laws. The Allottee shall make use of energy efficient light fixtures and fittings.

- 1.9 The Allottee may obtain finance from any financial institution/bank for the purchase of the Apartment. However, it shall not be the responsibility of the Promoter to make arrangements or facilitate in sanctioning and disbursement of the loan to the Allottee and the Allottee's obligation to make timely payments shall not be contingent upon the Allottee obtaining such financing. In cases of any circumstances, resulting in refund of the amount paid by the Allottee, if any, such refund shall be made by the Promoter directly to such financial institution/bank, subject to the deductions as agreed under this Agreement, and the same shall be deemed to have been refunded to the Allottee. No other claim, monetary or otherwise shall lie against the Promoter or the Apartment.
- 1.10 The Promoter shall confirm that the Carpet Area that has been allotted to the Allottee after the construction of the Apartment is complete and the occupation certificate/part occupation/completion/part completion (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

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

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

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
The Allottee shall also have right in undivided proportionate share of the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion/completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the state of Haryana. The Allottee hereby agrees, acknowledges and confirms that in compliance of the provision of RERA Act 2016, allottees shall become member of Apartment Owner Association (AOA) and shall complete all necessary formalities to form AOA within a period of 3 months of majority of allottees having booked their apartment/units or early case may be and shall execute Form annexed herewith.
- (ii) The percentage of the undivided interest of each apartment owner in the Common Areas shall be as expressed in the Deed of Declaration / Deed of Apartment to be filed in accordance and as per the requirement of the applicable laws and shall have a permanent character and shall not be altered without the consent of all of the apartment owners and expressed in an amended declaration duly executed and registered as provided in the Act. The percentage of the undivided interest in the Common Areas shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument.
- (iii) The Allottee may be permitted to visit the Project site to assess the extent of development of the Project and his/her/its Apartment, subject to feasibility/guidelines/policy/timings as may be decided by the Promoter.
- (iv) The Allottee shall have the right to exclusive use but no title to the allotted Parking, if any.

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

the competent authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Promoter shall register the Apartment with Urban Local Bodies / Municipal Authority for Property Tax purposes, cost of which shall be borne and incurred by the Allottee(s), and in case the Promoter incurs any expense in this respect, the same shall be reimbursed by the Allottee(s) immediately upon demand.

- 1.13 The Allottee understands that the Promoter is carrying out development on the Larger Land in a phased manner such that the essential services and common areas of the Project may be integrated and inter-connected with the projects being developed (or proposed to be developed) upon the remaining part of the Larger Land (other than the Project Land). As such the total FAR on the Larger Land, including that of the Project, may be allocated by the Promoter to each phase of the development upon the Larger Land at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase. The Allottee further agrees and understands that if the FAR available upon the Larger Land/Project Land is increased by the Competent Authority beyond the current applicable FAR or increased by virtue of purchasable transferable development rights (TDR), the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings anywhere on the Larger Land/Project Land and revise the layout and/or building plans as per the approvals granted by the Competent Authority and as per the applicable laws. The Allottee has understood the foregoing and grants his/her consent to the Promoter in relation thereto, without any demur or dispute.
- 1.14 That Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development of the colony/project on the Larger Land in different phases to be determined by the Promoter in its sole and absolute discretion and such construction and development shall be carried out either through the Promoter itself and/or through its nominees. The Allottee hereby grants his/her unconditional and unequivocal consent to the Promoter to make addition and alteration in the sanctioned plans, other plans, approvals, specifications, layout plans and common areas of the Project in such manner as the Promoter may deem fit in its sole and absolute discretion.
- 1.15 The Allottee hereby agrees, acknowledges and confirms that the Promoter shall, either through itself and/or through its nominees, carry out construction and development on land parcels adjacent to the Larger Land ("**Additional Land**"), after seeking additional license/sanctions from competent authorities, in such manner as the Promoter may deem fit and such Additional Land and the project to be developed thereon ("**Additional Project**") shall have unfettered and unrestricted access/right of way and connectivity of services from the Project/Project Land/Larger Land and the Allottee hereby grants his/her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.
- 1.16 The Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development on the Project Land/Larger Land and structure, infrastructures, services, specifications, common areas and common facilities on the Project Land/Larger Land by foreseeing and for facilitating the Additional Project on the Additional Land. The Allottee hereby agrees, acknowledges and confirms that the allottees/occupants of the Additional Project shall be entitled to use the common areas and common facilities of the Project Land/Larger Land and the Allottee hereby grants his/her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.
- 1.17 The Allottee shall have no right on the Additional Land. The Promoter/its associates plan to seek additional licenses, in addition to the License, and the Allottee shall have no objection to the grant of the said licenses and/or development thereunder. The development contemplated to be carried out in the Additional Land may be simultaneous with or after the development of the Project. With respect to the developments and/or constructions that may take place in the

Additional Land (i) no right or interest shall be created hereunder; and (i) no impression/representation of any kind is given hereunder.

- 1.18 The Allottee confirms having obtained independent advice/forming independent opinion on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications and all applicable laws. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement has decided to enter into this Agreement for the purchase of the Apartment.
- 1.19 It is being made clear by the Promoter and agreed by the Allottee that the Apartment along with the Parking, if any, shall be treated as a single indivisible apartment for all purposes, and none can be transferred by the Allottee independent of the other.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheques/drafts to be made in favor of "[•]" payable at [•]. For RTGS details. **Account No - [•], Bank - [•], Branch – [•], Branch Address - [•], IFSC Code - [•].**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws.
- 3.3 The Promoter shall not accept any third party making payment/remittances on behalf of any Allottee. All payments from third party(ies) are liable to be rejected and returned directly to said third party.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, penalties of the Allottee, against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner. The Allottee agrees that the Promoter

shall adjust amounts received from the Allottee first towards statutory levies and then towards interest/penalties on overdue instalments and thereafter, towards overdue instalments or any other outstanding demand (made in accordance with the Act and Rules) and finally, the balance, if any, would be adjusted towards the current instalment or current dues.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

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

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

7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

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

The Promoter assures to offer the possession of the Apartment as per agreed terms and conditions to the **Allottee on or before [•] (“Completion Date”)**, unless there is delay due to force majeure, court orders, government policy/guidelines, decisions affecting the regular development of the real estate Project, delay in granting requisite approvals/associated approvals by competent authority. Delay in completion, caused due to delay in payment by majority of Allottee(s) shall not be construed as default on part of Promoter. If, the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure and above mentioned conditions, then this allotment and Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days subject to deduction of (a) interest on delayed payments and (b) GST which has already been paid to the Government and is non-recoverable as per applicable laws. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims etc.

against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession of Apartment-** The Promoter, upon obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project shall offer in writing the possession of the Apartment within 3 (three) months from the date of the occupation certificate/part occupation certificate or completion certificate/part completion certificate, to the Allottee(s) as per terms of this Agreement.

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

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

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

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project at the time of conveyance of the Apartment. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee as per terms and conditions of the Agreement.

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

- 7.4 **Possession by the Allottee -** After obtaining the occupation certificate/part occupation certificate/completion certificate/part completion certificate (as the case may be) in respect of the Project and handing over the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the registered association of allottees or the competent authority, as the case may be.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the earnest money as agreed as 10% (“Earnest Money”) of Total Sale Consideration, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage/incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The balance amount of money (if any) paid by the Allottee shall be returned by Promoter to the Allottee, without any interest or compensation within 90 (ninety) days of such cancellation. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India marginal cost of lending rate plus 2% (two percent).

It is agreed by the Allottee that any amount to be refunded under the present clause shall be paid from the separate account maintained by the Promoter as per the requirement of Section 4(2)(1)(D) of the Act.

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

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

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 of this Agreement; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or
- (iii) for any other reason;

the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, along with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Landowners have the absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project.

- (iv) That no litigation is pending before any court of law with respect to the Project Land, Project or the Apartment.
- (v) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Apartment being sold to the Allottee are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interests of the Allottee created herein, may prejudicially be affected;
- (vii) 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 Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (x) The Project 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 Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the offer of possession of Apartment has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, 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 Rules.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure, court orders, Government Policy/guidelines, policy/guidelines of competent authorities, decisions affecting the regular development of the Project, or any other event/reason of delay recognized or allowed in this regard by the Authority or as expressed hereinabove, the Promoter shall be considered under a condition of default, in the following events:

- (i) the Promoter fails to offer ready to move in possession (as per specifications) of the developed Apartment along with Parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by competent 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 Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) 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 Apartment, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she 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 Apartment along with Parking (if applicable), which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

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

- (i) In case the Allottee fails to make payment of any instalment despite 2 (two) consecutive demands being made by the Promoter for an instalment under 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, as and when the amount becomes due as per payment plan, at the rate prescribed in the Rules;
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment along with Parking (if applicable) in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 2% (two percent). 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 (ninety) 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 (thirty) days prior to such termination.
- (iii) 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 for offer of possession, including taking over of possession of the Apartment, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment of the Apartment along with the Parking (if applicable), if any, and refund the money paid by the Allottee by forfeiting the

Booking Amount, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) 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 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Sale Consideration of Apartment and other charges as defined in Schedule C Part I along with Parking (if applicable), shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from the date of issuance of the occupancy certificate/completion certificate/completion certificate/part completion certificate, as the case may be. Provided that, the Apartment is 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 Rules, 2017. In case the Allottee has availed of a loan, the conveyance deed shall be executed only upon receipt of no-objection certificate from such financial Institution/bank and original conveyance deed shall be handed over/collected by such financial Institution/bank. 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 pre-condition for execution of the conveyance deed.

However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed and possession in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services, through its nominated maintenance agency, in the Project till the taking over of the maintenance of the Project by the association of allottees or 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 Allottee undertakes to pay maintenance charges as provided for in the maintenance agreement (to be separately executed between the Allottee and the maintenance agency appointed by the Promoter) at the time of handing over the possession of the Apartment. Once the maintenance of the Project is handed over to the association of allottees or competent authority, as the case may be, the Allottee shall pay the maintenance charges to the said association of allottees or the maintenance agency appointed by it.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) 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 that, the Promoter shall not be liable for (i) any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design, 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.

The Allottee also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Apartment and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto. The Promoter shall transfer the warranty provided by the manufacturer/vendor to the Allottee and any claim or dispute in this regard, shall be raised by the Allottee, directly with the original equipment manufacturer/vendor. The usage of all the fixtures, fittings and other installations whether in terms of this Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter/the manufacturer/the Maintenance Agency/the association of allottees.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Apartment after giving due notice and entering the Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, 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, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment or the Parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, Parking (if applicable) and keep the Apartment or Parking (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 and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee/association of allottees further undertakes, assures and guarantees that he/she/they/it would not put any sign-board/name-plate, antenna and/or other telecommunication or other communication equipment, neon light, derogatory playcards/boards/banners or publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of

the Apartment, Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design or design of main gate, grill and door. Further the Allottee/association of allottees shall not store any hazardous or combustible goods in the Apartment and Parking (if applicable) or place any heavy material in the common passages or staircase of the building and/or any part of the Project. The Allottee/association of allottees shall ensure that he/she/it/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 Apartment and Parking (if applicable), as the case may be.

- 15.3 The Allottee/association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by 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.
- 15.4 The structure of the building/Project shall be insured by the association of allottees or maintenance agency (on behalf of the association), against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Allottee as and when demanded by the association of allottees/maintenance agency, as the case may be. The Allottee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Allottee shall be solely responsible and liable. However, insurance, if any, of any items/things/articles inside the Apartment and third party risk shall be solely at the risk and cost of the Allottee.
- 15.5 The Allottee understands and agrees that fire-fighting equipment as may be required inside the Apartment shall be installed by the Allottee at its own costs and expenses.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the Apartment along with Parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the state of Haryana and related to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/directions or sanctions by competent authority. Provided that the Promoter shall be entitled to amend the building plans, sanctioned plans and other plans of the other portions of Project Land and/or raise additional constructions in such portions without any demur or protest or dispute from the Allottee.

The Promoter shall further have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold apartments within the Project, as per the Applicable Laws and guidelines, permissions/directions or sanctions by the competent authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment 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 Apartment.

However, the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Apartment, subject to the Apartment being free of any encumbrance at the time of execution of the Conveyance Deed. In the event that a mortgage or charge has been created on the Apartment/Project Land, prior to the execution of this Agreement, then the relevant financial institution/bank shall have the first lien/charge on the Apartment/Project Land up to the date on which the Conveyance Deed takes effect, and such financial institution/bank shall also have a *pari passu* lien/charge on the Apartment/Project Land for receivables of the Apartment/Project Land from the Allottee in respect of the Apartment.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983 and its rules, other relevant Acts, Rules and Regulations/bye laws, instructions/guidelines and decisions of competent authority prevalent in the state of Haryana.

20. BINDING EFFECT:

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 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the state of Haryana, at the cost and expenses of the Allottee.

If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the Agreement and register the Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee or the Allottee does not come forward or is incapable of executing the same within the said 60 (sixty) day period, then in such a case, the Promoter shall have the right to terminate the provisional allotment and refund the entire Advance Amount paid by the Allottee, after deducting 10% (ten percent) of the Booking Amount and any brokerage incentive paid by the Promoter to the broker/channel partner along with amount paid towards GST and which is non-recoverable by the Promoter, without any interest or compensation within a period of 90 (ninety) days from the termination. The amount shall be refunded in name of first allottee/applicant only.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said Agreement.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE:

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 Apartment and Parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment and Parking (if applicable) in case of a transfer, subject to execution of standard documentation of the Promoter, payment of all outstanding dues by the Allottee along with interest, payment of administrative charges and registration of such transfer at the cost of the Allottee/transferee, as the said obligations go along with the Apartment and Parking (if applicable) for all intents and purposes.

The Allottee shall be entitled to sell/transfer/convey/assign the Apartment only upon obtaining a NOC from Promoter subject to the new buyer/assignee/transferee agreeing to abide by the terms and conditions of this Agreement for Sale or any other agreement executed between the Promoter and the Allottee, in force.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 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.
- 24.2 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder 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 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.

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

Wherever in this Agreement, 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 area/carpet area of the Apartment bears to the total area/carpet area of all the apartments in the Project.

27. FURTHER ASSURANCES:

Both 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 or

of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant state act in the state of Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. NOTICES:

That all notices 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 at their respective addresses specified below:

Mr./Ms./Mrs. [•]
[•] (Allottee Address)
[•]

Name of First Allottee

Mr./Ms./Mrs. [•]
[•] (Allottee Address)
[•]

Name of Second Allottee

1000 TREES HOUSING PRIVATE LIMITED
711/92, Deepali Nehru Place
Delhi-110019

Promoter
(Promoter Address)

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/speed post 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.

30. JOINT ALLOTTEES:

That in case there are joint Allottee, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

31. SAVINGS:

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

32. GOVERNING LAW:

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 prevalent in the state of Haryana for the time being in force.

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name: Mr./Ms./Mrs. _____ (First Allottee)

Address: _____

(1) Signature _____

Name: Mr./Ms./Mrs. _____ (Second Allottee)

Address: _____

Please affix
photographs and sign
across the
photographs

Please affix
photographs and sign
across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: 1000 Trees Housing Private Limited

(1) Signature (Authorized Signatory) _____

Name: Mr. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowners acting through their power of attorney holder i.e.

[•]

(1) Signature (Authorized Signatory) _____

Name: Mr. _____

In the presence of:

WITNESSES:

1. Signature _____
Name: _____
Address _____

2. Signature _____
Name: _____
Address: _____

**Schedule
Details of Landowners**

[•]

SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT
[•]

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT
[•]

SCHEDULE 'C' – DETAILS OF TOTAL SALE CONSIDERATION AND PAYMENT PLAN

I: TOTAL SALE CONSIDERATION

S. No.	Price Description	Amount in Rs.
A.	Basic Sale Price (BSP) at the rate of Rs. _____/- per Square Meter (i.e.) Rs. _____/- per Square Feet of carpet area	
B.	External Development Charges (EDC) & Infrastructure Development Charges (IDC)	
C.	Sale Consideration (A+B)	
D.	Goods & Services Tax* (GST)	
E.	Total Sale Consideration (C+D)	

* The above Total Sale Consideration does not include the following which shall be charged extra and shall be payable on demand while possession:

- Stamp Duty, Registration & Administration Charges with respect to the Buyer's Agreement & Conveyance Deed of the Apartment.
- One Year Advance Maintenance Charges.
- Interest Free Maintenance Security Deposit (IFMS) of Rs _____/-per sq ft of carpet area.
- Power Back-Up Charges: ₹. _____/-per sq. ft. of carpet area.
- Water, Sewer & Electricity connection/meter charges will be payable as applicable.
- Club Membership Charges will be payable as applicable.
- PNG gas installation and meter charges shall be as per actual as and when demanded.

** The above charges are liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges etc. by the government/authorities.

II: Payment Plan

PAYMENT PLAN (___:___): -

In case of 30:40:30 Plan

Installment	Stage of Payment	Percentage
1 st	Booking Amount	10%
2 nd	Within 90 days of Booking Amount	20%
3 rd	On Completion of Super Structure	40%
4 th	On Application of OC	25%
5 th	On Offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post Registration of Agreement For Sale only.

OR

In case of **Construction Linked Plan**

Installment		Percentage
1 st	Booking Amount	10%
2 nd	On or within 90 days of Booking	10%
3 rd	On Completion of 1 st Floor Roof Slab	10%
4 th	On Completion of 7 th Floor Roof Slab	10%
5 th	On Completion of 14 th Floor Roof Slab	10%
6 th	On Completion of 21 st Floor Roof Slab	10%
7 th	On Completion of 28 th Floor Roof Slab	10%
8 th	On Completion of Top Floor Roof Slab	10%
9 th	On Completion of Internal Plaster	10%
10 th	On Application of OC	5%
11 th	On offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post Registration of Agreement For Sale only.

OR

In case of **50:50 Plan**

Installment		Percentage
1 st	Booking Amount	10%
2 nd	On or within 90 days of Booking	40%
3 rd	On Application of OC	45%
4 th	On offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post Registration of Agreement For Sale only.

Terms and Conditions

- All Cheques/drafts to be made in favour of "[•]" payable at [•]. For RTGS details. Account No - [•], Bank - [•], Branch – [•], IFSC Code - [•].
- BSP is inclusive of right to use of [•] (**In Words**) car parking space in the Project.
- EDC & IDC are pro-rated per apartment as applicable, any revision would be charged on pro-rata basis from the Allottee.
- The payment would be considered subject to realization of the instrument. In case of dishonour of cheque for any reason, the Promoter may cancel the booking/allotment without any intimation, and Allottee shall be further liable to pay cheque dishonour charges of [Rs. 1,000/- (Rupees One Thousand only)] along with applicable GST, to the Promoter.

- The Stamp Duty and Registration Fee shall, at the option of the Promoter, either be directly paid by the Allottee to the concerned authorities or be collected and further paid by the Promoter as a pure agent under GST and other applicable Laws.
- GST and Development Charges , Registration Fee and Stamp Duty mentioned in this Agreement are as per the prevailing rates and regulations and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC & IDC, IFMSD, Other Charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Allottee as and when demanded by the Promoter or its nominated maintenance agency.
- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the Apartment exceeds Rs. 50 Lakhs, Allottee is required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS, as applicable from each instalment/payment. Allottee will furnish the challan cum certificate of TDS deposit (form 26QB) within 7 days from the date of tax so deposited. Following necessary particulars to be filled up in form 26QB are as under: -
 - a. Name of Transferor:
 - b. PAN of Transferor:
 - c. Address:

No credit will be given for TDS in case wrong particulars are filled in Form 26QB inadvertently or otherwise.

- It shall be the sole responsibility of Allottee who is non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- Payments from any third party (other than the Allottee) shall not be accepted. In case any payment has been credited to Promoter's account, the same shall be returned directly to the said third party and will further give right to the Promoter to terminate this Agreement.
- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.
- In case the Promoter provides the subvention plan then it is applicable to Allottee(s) who are eligible to obtain a home loan from subvention-empanelled HFC.

SCHEDULE 'D' – SPECIFICATIONS OF THE APARTMENT

[•]

**SCHEDULE 'E' – SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE PART
OF THE PROJECT**

[•]

Application Form for Formation of Apartment Owner's Association "AOA"

Subject : Formation of Apartment Owner's Association "AOA" in Sanctuary 105, Sector-105, Gurugram

Dear Sir,

I/we are the legal owner(s) of Flat no:..... in Tower no:..... of Group housing..... and do hereby submit my/our Consent to become member of "AOA" and to participate in the electoral process to that effect, if any, without any objection.

This consent has been submitted with free will and is without any coercion.

Thanking you

Signature of flat owner(s)

Name:

Email address:

Phone number: