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[See rule 8]

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this ..... (Date) day of.....(Month),  
20.....,

By and Between

**SIGNATUREGLOBAL (INDIA) LIMITED** (L70100DL2000PLC104787), a company incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of Companies Act, 2013, having its office at Ground Floor, Tower A, Signature Towers, South City 1, Gurugram, 122001 through its authorized signatory namely Mr..... (Aadhar No. ....), duly authorized in this behalf vide board resolution dated.....hereinafter referred to as the "**Promoter**"/"**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

*[If the Allottee(s) 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(s) 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(s) is an Individual]*

Mr./Ms. ...., (Aadhar no. ....) son/daughter of....., aged about..... years, residing at....., (PAN.....), presently at ..... 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 assigns).

*[OR]*

*[If the Allottee(s) is a HUF]*

Mr. ...., (Aadhar no. ....) son of.....aged about..... Years for self and as the Karta of the Hindu Joint Mitakshara Family known as ..... HUF, having its place of business/residence at....., (PAN.....), presently at ..... 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).

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

#### DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, —

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “Section” means a section of the Act.

#### WHEREAS:

- A. The Director, Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) had granted a License bearing no. 09 of 2010 dated 23.01.2010 (“**Project License**”) against the land ad-measuring 22.50 acres in the revenue estate of village Fazilpur, Jharsa, Sector-71, Gurugram (“**Licensed Land**”) for development of Group Housing Colony (hereinafter referred to as “**Licensed Land/Colony**”) under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976.
- B. Further, the Signatureglobal (India) Limited (hereinafter referred to as the “**Developer**”/ “**Promoter**”) became the owner of the total area of the Land admeasuring 25.75 acres (hereinafter referred to as the “**Total Land**”) vide Sale Deed dated 23.10.2023 executed between Vipul SEZ developers Private Limited and PKBK Buildwell Private Limited and the Developer with National Synthetics Limited and Silverstone Developers Private Limited being the Confirming Party bearing Registration No. 10296 registered before Tehsil Badshahpur.
- C. That subsequently DTCP vide Order 29.04.2024 (“**Transfer of License**”) confirmed that the Licensed Land of M/s Indica Estate Pvt. Ltd. (formerly known as M/s Vipul SEZ Developers Ltd.) and M/s PKBK Buildwell Pvt. Ltd., C/o M/s Vipul Ltd. under the Project License granted has been transferred in the name of Signatureglobal (India) Limited i.e. the Developer under Rule 17 of the Haryana Development & Regulation of Urban Areas Rules, 1976. With this, Promoter, being owner of the Licensed land, is authorized to book for sale/ sell/ lease in its own name (s) the area to the prospective buyers/ tenants, in whole or in parts and to receive payments and issue receipts thereof on behalf of, to retain or let out or allot or enter into Agreements for sale/ lease or to dispose of the built-up or un-built area or allocation to any party either in whole or in parts, to receive the payments thereof and to execute the necessary documents including agreement for sale, lease deed and conveyance/sale deed etc in favour of prospective Allottees/ lessees.
- D. That out of the Licensed Land the Developer is developing a Project upon the Colony, in the name and style of “Signature Global Titanium SPR” on an area admeasuring 14.3800 acres situated in Sector 71, Gurugram as **Phase 1** is duly registered under the Real Estate (Regulation & Development) Act, 2016 (“**RERA Act**”), read with H-RERA Rules and the Haryana Real Estate Regulatory Authority, Gurugram Regulations, 2018 (“**HARERA Regulations**”) framed thereunder by the Government of Haryana, with the

Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. RC/REP/HARERA/GGM/831/563/2024/58 Dated 03.06.2024.

- E. That out of the remaining area upon the Licensed Land, an area admeasuring **8.12 acres (as Phase II)** is earmarked to develop a Group Housing Colony comprising multistory buildings/ towers etc. as sanctioned and the said Project shall be known as '**Signatureglobal Cloverdale SPR**' (hereinafter referred to as the "**Project**"). This Project is duly registered under RERA Act, read with H-RERA Rules HARERA Regulations framed thereunder by the Government of Haryana, with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. \_\_\_\_\_ Dated \_\_\_\_\_.
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- G. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Project as the case may be, from concerned competent authority(ies). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- H. The office of Director Town and Country Planning, Haryana ("DTCP") has granted the approval/sanction on the building plans for the Project to develop the Project vide Memo No. ZP-598-II/PA(DK)/2025/19018 Dated 21.05.2025
- I. The Allottee(s) had applied for residential apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ ("**Application**") and has been allotted; in terms of the Policy, the Application and on other terms and conditions appearing hereinafter; Apartment no. \_\_\_\_\_ in **Block** \_\_\_\_\_, ("**Said Building**") having Carpet Area of \_\_\_\_\_ **Sq. Ft.**, on \_\_\_\_\_ **Floor** in Tower \_\_\_\_\_ ("**Building**") along with 1<sup>st</sup> parking space No. \_\_\_\_\_ and 2<sup>nd</sup> parking space No. \_\_\_\_\_ as permissible under the applicable law and undivided proportionate right in the common areas ("Common Areas") clarified office order bearing in Memo No. Misc-2295/2021/1775 Dated: 25/01/2021 (hereinafter referred to as the "**Apartment**") and Project layout has been given in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- K. 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 and related to the Project;
- L. 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;

- M. The Parties are willingly consenting to the terms and conditions of this Agreement is complete senses free from any coercion and/or undue influence and/or duress and/or misrepresentation and/or mistake and/or fraud.
- N. 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;
- O. 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(s) hereby agrees to purchase the Apartment for Residential alongwith parking (if applicable) as specified in Para G.

**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 Unit for Residential usage alongwith parking (if applicable) as specified in Para I.
- 1.2 The Total Price for the built-up Apartment alongwith parking\* (if applicable) basis Basic Unit Cost (BUC) model (includes applicable taxes and Interest Free Maintenance Security (IFMS)\*\*) for the carpet area admeasuring -----Rs.-----  
-----)(“Total Price”) (Give break up and description):

- 1.3 The Total Price for the Apartment along with parking (applicable only if parking fee/charge has been paid) based on the carpet area is

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) (“**Total Price**”) (break up and description):

Break Up And Description of Total Price		
Heads	Amount	Tax if applicable
Block/Building/Tower No. _____		
Apartment FloorNo. _____		
Type _____		
Floor _____		
Tentative Carpet		
Area _____		

Cost of Apartment (Basic Unit Charge) Rs. _____per square meter (Rs. _____ per square foot)*		
Parking\$		
Atrium Facing PLC\$		
Corner PLC\$		
Electricity Meter cost \$	Charges as applicable at the time of offer of possession	
Power Back up charge\$		
Interest Free Security Deposit		
External Electrification Charge (EEC)		
Advance Consumption Deposit for Electrical		
Charges for Operating and Running Cost for Utility Services for 1 (one) year as per Para 11		
Stamp Duty and Registration Charge		
Administrative Charges sale/conveyance deed execution and registration *		
Water Meter Connection Charge*		
Other charges#		
Total		

\$Applicable only if charged

\*applicable as on date however this may be changed at the relevant point of time as mandated by the concerned authority

#other charges include miscellaneous expenses to be incurred in execution and registration of this Agreement of sale and proposed conveyance deed.

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Apartment for Residential usage alongwith parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the towards the Apartment for Residential usage alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the allottee 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

- (ii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee(s) 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(s) 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;
- (iii) The Total Price of Apartment alongwith parking (if applicable) includes recovery of price of land, development/construction of [not only of the Apartment] but also of the Common Areas (if applicable), 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, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within Apartment alongwith parking (if applicable) in the Project.
- (iv) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the

Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ ...N/A..... % per annum 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(s) by the Promoter unless agreed upon by the Allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

- 1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee(s) after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee(s) within 90 days without any interest/compensation thereafter with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. That the GST amount received earlier shall not be refundable by the Promoter. That any such aforesaid changes/modifications/alterations etc. will be intimated to the Allottee(s) in writing by the Promoter and the Allottee(s) will have 30 days time to raise objections if any, in case no objections are raised by the Allottee(s).

All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

- 1.8 Subject to para \_\_\_\_ the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment along with parking

(if applicable) as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment along with parking (if applicable);
- (ii) The Allottee(s) shall also have a right in the Common Areas and the Allottee(s) 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;
- (iii) The Allottee, subject to prior written appointment, has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). T

1.10 The Allottee(s) has paid a sum of .....(Rupees ..... only) as booking amount i.e. 9% being part payment towards the Total Price of the Apartment along with parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of Apartment along with parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

## 2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones except time-link payment plan, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "SIGNATURE GLOBAL INDIA LTD SIGNATURE GLOBAL CLOVERDALE SPR COLLECTION A/C payable at Gurugram

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident 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 statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter



to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

#### 4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

The Allottee(s) shall, in relation to the Apartment, make all payments to the Promoter from his own bank account only and not from and/or through the bank accounts of any third party. The Allottee alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Apartment shall be issued in favor of the Allottee(s) only.

#### 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 along with parking (if applicable) to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, as provided .

The Promoter shall obtain Occupation certificate (OC) on or before 28.02.2031\_ and obtain Completion Certificate (CC) on or before 31.05.2031

#### 6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/website (as the case may be) regarding the Project(s) where the said Apartment along with parking (if applicable) 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, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the concerned competent authority 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:

7.1.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment along with parking (if applicable) to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, as provided, is the essence of the Agreement.

The Promoter assures to hand over possession of the Apartment alongwith parking (if applicable) as per agreed terms and conditions on or before \_\_\_\_\_ unless there is delay due to "*force majeure*", which shall include but not limited to any circumstances such as shortage of materials, ban on construction activities/mining of raw material for construction/abstraction of groundwater for construction due to order/notification of Government/any court, , non-receipt and/or delay in receipt of occupancy/completion certificate from competent authorities, Court orders, or by reason of war, or enemy action or earthquake or pandemic or epidemic or any act of God, or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Allottee(s) 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 shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee(s) except statutory charges/taxes/cess/interest on delayed payment/GST within ninety days without any interest/compensation thereafter an interest as prescribed by the Rules shall be levied on the excess amount till the date of payment in full and final settlement of all claims/demands of the Allottee in this regard. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agrees that he/she 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 (B) Procedure for taking possession of built-up Apartment—

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing Colony along with parking (if

applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) 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 or part thereof in respect of Group Housing Colony along with parking (if applicable) at the time of conveyance of the same.

In the event the Allottee(s), fails to take possession of the Unit within the stipulated timelines, then the Allottee(s) shall be liable to pay to the Promoter holding charges Rs.50/- (Rupees Fifty only) per month per square feet ("Holding Charges") and applicable maintenance charges for the upkeep and maintenance of the Unit.

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 or part thereof in respect of Group Housing Colony along with parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

#### 7.3 Failure of Allottee(s) to take Possession of Apartment —

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee(s) as per terms and condition of the agreement. In case the Allottee(s) fails to comply with the essential documentation, undertaking, maintenance agreement etc. or fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

#### 7.4 Possession by the Allottee—

After obtaining the occupation certificate of the building blocks in respect of Group Housing Colony and handing over the physical possession of the Apartment along with parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of Allottees or the competent authority, as the case may be as provided.

#### 7.5 Cancellation by Allottee(s)–

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money which is 10% of the Total Price together with the interest on unpaid installments and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) besides invoiced taxes if applicable. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) except

statutory charges/taxes/cess/interest on delayed payment/GST within ninety days without any interest/compensation thereafter an interest as prescribed by the Rules shall be levied on the excess amount till the date of payment in full and final settlement of all claims/demands of the Allottee in this regard.

#### 7.6 Compensation —

The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for 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*" which shall include but not limited to any circumstances such as shortage of materials, ban on construction activities/mining of raw material for construction/abstraction of groundwater for construction due to order/notification of Government/any court, , non-receipt and/or delay in receipt of occupancy/completion certificate from competent authorities, Court orders, or by reason of war, or enemy action or earthquake or pandemic or epidemic or any act of God, or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Project, 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; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) 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(s) within ninety days of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said 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 said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Apartment being sold to the Allottee(s) 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(s) or phase(s), as the case may be, as well as for the Apartment and for common areas as provided 1 ;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), common areas to the association of Allottees or the competent authority, as the case may be, as ;
- (ix) The Schedule Property 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 Schedule Property;
- (x) 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 said Project to the competent Authorities till the offer of possession of Apartment has been issued, as the case may be and 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;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1.1. Subject to the "*force majeure*" which shall include but not limited to any circumstances such as shortage of materials, ban on construction activities/mining of raw material for construction/abstraction of groundwater for construction due to order/notification of Government/any court, , non-receipt and/or delay in receipt of occupancy/completion certificate from competent authorities, Court orders, or by reason of war, or enemy action or earthquake or pandemic or epidemic or any act of God, or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Project, the Promoter shall be considered under a condition of Default, in the following events:

9.1.1.1. Promoter fails to provide ready to move in possession of the developed Apartment alongwith parking (if applicable) to

the Allottee(s) 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.

9.1.1.2. 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.

9.1.2. In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

9.1.2.1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or

9.1.2.2. The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

9.1.3. The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

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

9.1.3.2. In case of Default by Allottee(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the Earnest Money which is 10% of the Total Price together with the interest on unpaid installments and interest component on delayed payment

(payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) besides invoiced taxes if applicable. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 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(s) about such termination at least thirty days prior to such termination.

[In case the obligations as above are not complied with either by the Allottee(s) or the Promoter, the authority may issue suitable directions.]

#### 10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of Apartment along with parking (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six months from possession.

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Apartment.

The Allottee(s) agree to sign, execute and deliver documents concerned, not limited to the Agreement, Maintenance Agreement and any other documents/papers/undertakings/NOCs/declarations, in the standard format, as may be required by the Promoter and/or Maintenance Agency and/or registered Association of Allottees for the maintenance and upkeep of the Project as and when required. The Allottee(s) accept that the execution of the Project documents shall be condition precedent to the execution of the Conveyance Deed of the Unit.

In case, the Allottee/association of Allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

#### 11. 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 for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive

appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/design.

#### 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(s) 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 said premises 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 "Signatureglobal Cloverdale SPR" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the service 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 Allottees, maintenance agencies/competent authority for rendering maintenance services.

#### 15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- i. Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment along with parking (if applicable) at his/her 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 along with 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 along with parking (if applicable) and keep the Apartment along with 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.
- ii. The Allottee/Association of Allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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. 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. The Promoter/Allottees/association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.

- iii. 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.

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

The Parties are entering into this Agreement for the allotment of an Apartment alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.

#### 17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to 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. The Allottee understands that the Promoter is bound by such applicable laws and the Allottee undertakes not to act in violation of any such applicable laws.

#### 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and parking (if applicable) 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(s) who has taken or agreed to take such Apartment and parking (if applicable).

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

- (A) \_\_\_\_\_;
- (B) \_\_\_\_\_;
- (C) \_\_\_\_\_;

- (D) \_\_\_\_\_;  
(E) \_\_\_\_\_;

Further the Allottee, individually and collectively, undertakes to take all necessary steps to ensure compliance with any act which may become applicable to the Project in future, including but not limited to the Haryana Apartment Ownership Act, 1983, and to execute all necessary documentation to ensure compliance thereof.

#### 20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) 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.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit ten percent of booking amount.

#### 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 said Apartment and parking (if applicable).

#### 22. RIGHT TO AMEND:

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

#### 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

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(s) of the Apartment and parking (if applicable) in case of a transfer, as the said obligations go along with the Apartment and parking (if applicable) for all intents and purposes.

#### 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(s) in not making payments

as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) 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(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Apartment and parking (if applicable) bears to the total area/carpet area of all the Apartment 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, in Gurugram after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

#### 29. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

..... Name of Allottee

.....(Allottee(s) Address)

M/s Signatureglobal (India) Limited

Ground Floor, Tower A, Signature Towers, South City 1, Gurugram, 122001 110001

It shall be the duty of the Allottee(s) 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 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 Allottees, all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

**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(s) under the Agreement for Sale 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 for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of 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 authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.

34. The Allottee(s) confirms and agrees that any communication to the email address provided in the application form or in this agreement for the unit shall be considered a valid communication to the Allottee.
35. The Promoter has made it expressly clear to the Allottee(s) that the rights of the Promoter in the unit agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
36. The Allottee(s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans, the Policy notified by Government of Haryana as amended up-to-date and other Applicable Laws applicable to the unit and /or the Project.
37. It has categorically clarified and accepted by and between the parties that the both the parties shall strictly follow the parameters prescribed under the Policy as amended up-to-date.

38. The name of the Project shall always SIGNATUREGLOBAL CLOVERDALE SPR and the Allottee(s) or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottees shall not be entitled to change the same.
39. The Allottee(s) undertakes not to sub-divide/amalgamate the allotted unit(s) with any other unit / area in the Project. Further, the Allottee(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from its allotted unit in the Common Areas.
40. The Allottee(s) is strictly prohibited from making any alterations or modifications in the allotted unit or outside the allotted unit to the structure or the services and systems laid out in the allotted unit / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more units. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the allotted unit save and except with the prior permission in writing.
41. That Allottee(s) shall be entitled to transfer /assign his rights/interest in the units in favour of any third party only after elapse of three months from the date of making payment of 25% of total unit price and making full payment as demanded upto the date of transfer request submitted by allottee, if any against allotted unit. Provided Allottee(s) has obtained prior written approval with regards to no dues from Promoter and paid transfer charges of Rs.500/- (Five Hundred) per sq. ft as transfer charge plus applicable taxes(GST)fee/cess/charges etc as applicable on total area. However, no transfer charges are payable for the first transfer of allotted unit but transfer charges plus applicable taxes(GST)fee/cess/charges etc will payable if subsequent Allottee(s) of first transfer further transfers the allotted unit at any time. However, admin charges Rs.20,000/- (Rupees Twenty Thousand)) will be paid. Further, the Allottee(s) agrees to pay all fees, charges, stamp duty and other expenses to the Promoter and/or the competent authorities payable on account of such nomination/transfer/ assignment of allotted unit(s). However, in the event of any imposition of such further instructions at any time after the allotment to restrict nomination/transfer/assignment of the allotted Apartment(s) by any authority, the parties will have to comply with the same which the Allottee(s) has specifically noted the same.
42. If Allottee(s) desires to add name (s) of any third party to the Allotment Letter or delete the name of any of joint Allottee(s) from the Allotment Letter, then the same may be allowed by Promoter subject to the Allottee(s) submitting documentary proof as may be required by Promoter to add/delete other name (s) in the Allotment Letter and payment of an administrative charges of Rs. 20,000/- plus applicable taxes(GST)fee/cess/charges etc as applicable.
43. Allottee(s) shall use latest electrical appliances to save the electricity such as LED fitting for internal lighting as well as campus lighting. No clubbing of adjoining Apartment under same ownership shall be permitted. Flooring in mix design of marble, granite and tile. Accordingly, variations in shade and/ or size and/or color and/or design of the tiles, motifs, mica etc. may occur.
44. All payments made by Allottee(s) shall be subject to deduction of applicable TDS at the rate prescribed under the Income Tax Act, 1961 which is presently 1% of Total Price having consideration of Rs.50 lakhs or more as per the provisions of section 194-IA of the Income Tax Act, 2016. Allottee(s) agrees and undertakes to submit to Promoter an original TDS Certificate within 7 days from the date of each payment of TDS made by Allottee(s) within the stipulated period under the Income Tax Act, 1961. The non-payment of TDS and/or non-furnishing of TDS Certificate as aforesaid shall be treated as a default by Allottee(s) and

Allottee(s) shall be liable to deposit with the Promoter an amount equivalent to the unpaid TDS along with the interest thereon on or before the date of offer of possession.

If Allottee(s) fails to comply with this obligation within the stipulated timeframe then in addition to any other remedy that may be available with the Promoter under this Agreement (including right to terminate this Agreement) or under law, the possession of the Said Unit shall not be handed over by Promoter to Allottee(s) and Allottee(s) shall be liable to pay holding charges also for the said period besides the other obligations.

45. The parking spaces are inseparable from and forms an integral part of the Said Apartment. The Allottee(s) confirms that it has no right to sell/transfer or deal with the parking(s) independent of the Said Apartment. The Allottee(s) undertakes to park his/her vehicle in the parking slots and not anywhere else in the Building/Project.
46. If Allottee(s) fails to comply with this obligation within the stipulated timeframe then in addition to any other remedy that may be available with the Promoter under this Agreement (including right to terminate this Agreement) or under law, the possession of the Said Apartment shall not be handed over by Promoter to Allottee(s) and Allottee(s) shall be liable to pay holding charges also for the said period besides the other obligations

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) 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 \_\_\_\_\_ Address \_\_\_\_\_  
(2) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_  
(3) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

- (1) Signature (Authorised Signatory) \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. \_\_\_\_\_ Name \_\_\_\_\_  
Signature \_\_\_\_\_  
\_\_\_\_\_ Address \_\_\_\_\_

SCHEDULE 'A' -PROJECT LAY OUT

SCHEDULE 'B' -FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' -PAYMENT PLAN (REFER TO BREAKUP AND DESCRIPTION OF TOTAL PRICE)

Construction Linked Payment Plan #  
(Below % to be paid of sales consideration)

# All milestones are of the tower wherein unit has been allotted.

## The Allottee(s) has clearly understood that he/she/they does/do not become entitled to the allotment of the Apartment if the cheque is dishonored due to any reason whatsoever.

Payment Plan	Amount
Application Amount	9.9 Lacs
Booking Amount at Allotment <i>(For payment above 10% of the Total Price- execution and registration of BBA/ Agreement for Sale is mandatory)</i>	9% of Total Price - Application Amount
Within 120 Days of Booking	16% of Total Price
On Casting of 10th Floor roof slab of your tower or 600 days from Booking, whichever is later	10% of Total Price
On Casting of 20th Floor roof slab of your tower	12.5% of Total Price

On Casting of Top floor roof slab of your tower	12.5% of Total Price
On completion of internal plaster of your unit	15% of Total Price
On Application of OC of your Tower	20% of Total Price
On Offer of Possession of your unit	5% of Total Price

Note:

- 1 Down payment (DP) Rebate will provided @ 10% under Down Payment Plan. (since these are in the nature of additional benefits passed on by the Promoter, deduction of TDS @ 10% u/s 194R of the Income Tax on the value of such benefits is applicable).
- 2 The taxes as applicable would be payable at each stage. Allottee(s) shall be liable to execute and get registered the Builder Buyer's Agreement / Agreement of Sale. The Payment Plan / Schedule may be preponed if the Occupation / Part Occupation Certificate (OC / Part OC) is received before the scheduled possession period.

**SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT**

S.No.	Location	TENTATIVE MATERIALS SPECIFICATION	TENTATIVE BRANDS OPTION
1	<u>LOUNGE/ FOYER/ LIVING/ DINING</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection
	WALLS	Acrylic Emulsion Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
	BOXING FOR INDOOR A.C UNIT	Calcium Silicate Board with MS framework	As/ Selection
2	<u>PUJA</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection
	WALLS	Acrylic Emulsion Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
3	<u>POWDER ROOM</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection



	WALLS	Vitrified Glossy tiles	Tiles - Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	CEILING	Acrylic emulsion paint on Ceiling/Moisture-proof board false ceiling	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	COUNTER	Imported Marble /Engineered Stone	As/ Selection
	FIXTURES	Branded	Grohe/ Kohler/ Jaquar/ TOTO or equivalent
	CARPENTRY	Mirror, Vanity Cabinet	As/ Vendor Selection
	ACCESSORIES	Toilet paper holder, Towel ring	Jaquar/ Aquaviva/ Cera/ Parryware(Roca)/ Kohler or equivalent
4	<u>MASTER BEDROOM</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection
	WALLS	Acrylic Emulsion Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
	BOXING FOR INDOOR A.C INDOOR UNIT	Calcium Silicate Board with MS framework	As/ Selection
	WALK-IN-CLOSET	Modular - prelaminated shutter and carcass	As/ Vendor Selection - Hafele accessories or equivalent
	INDOOR A.C UNIT	VRV/VRF A.C unit	Daikin/ Samsung/ LG or equivalent
5	<u>MASTER TOILET</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection
	WALLS	Stone / Vitrified Matte Tiles	Tiles - Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	CEILING	Acrylic emulsion paint on Ceiling/Moisture-proof board false ceiling	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	COUNTER	Imported Marble /Engineered Stone	As/ Selection
	FIXTURES	Branded	Grohe/ Kohler/ Jaquar/ TOTO or equivalent
	CARPENTRY	Medicine Cabinet with Mirror, Vanity Cabinet	As/ Vendor Selection
	ACCESSORIES	Toilet paper holder, Towel ring, Towel rack, Robe Hook	Jaquar/ Aquaviva/ Cera/ Parryware(Roca)/ Kohler or equivalent
	SHOWER GLASS PARTITIONS	Glass partition without door	Mr.Glass/ Ozone/ Jaquar or equivalent
6	<u>OTHER BEDROOM</u>		
	FLOORING & SKIRTING	Laminated Wooden Flooring (AC4)	Action Tesa/ Greenlam/ Pergo/ Century Ply or equivalent

	WALLS	Acrylic Emulsion Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
	BOXING	Calcium Silicate Board with MS framework	As/ Selection
	INDOOR A.C UNIT	VRV/VRF A.C unit	Daikin/ Samsung/ LG or equivalent
7	<u>OTHER TOILETS</u>		
	FLOORING & SKIRTING	Vitrified Matte Tiles	As/ Selection
	WALLS	Vitrified Glossy Tiles upto false ceiling	Tiles - Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	CEILING	Acrylic emulsion paint on Ceiling/Moisture-proof board false ceiling	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	COUNTER	Imported Marble/ Granite/ Engineered Stone	As/ Selection
	FIXTURES	Branded	Grohe/ Kohler/ Jaquar/ TOTO or equivalent
	CARPENTRY	Medicine Cabinet with Mirror, Vanity Cabinet	As/ Vendor Selection
	ACCESSORIES	Toilet paper holder, Towel ring, Towel rod, Robe Hook	Jaquar/ Aquaviva/ Cera/ Parryware(Roca)/ Kohler or equivalent
	SHOWER GLASS PARTITIONS	Glass partition without door	Mr.Glass/ Ozone/ Jaquar or equivalent
8	<u>KITCHEN</u>		
	FLOORING & SKIRTING	Imported Marble	As/ Selection
	WALLS	Vitrified glossy tiles & Acrylic Emulsion Paint	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	COUNTER	Granite	As/ Selection
	CEILING	Acrylic emulsion paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	FITTING & ACCESSORIES	Modular cabinetary with soft close trays, HOB & Chimney, Refrigerator, Built-in Microwave, Built-in Oven, Dishwasher, double bowl sink with drain board, Instant Geyser, RO	HOB & Chimney, Refrigerator, Built-in- microwave, Built-in- Oven, Dishwasher: Bosch/ Siemens/ LG/ Samsung/ Elica+Whirlpool or equivalent Instant Geyser : A.O Smith/ Venus/ Racold or equivalent RO : Kent/ Eureka Forbes or equivalent Double Bowl Sink : Franke/ Jayna or

			equivalent Faucet : Grohle/Kohler/American Standards or equivalent
9	<u>TYPICAL FLOOR LIFT &amp; STAIRCASE LOBBY</u>		
	FLOORING & SKIRTING	Anti - skid Vitrified Tiles	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	WALLS	Enamel + Semi- Acrylic Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
10	<u>PRIVATE LIFT LOBBY</u>		
	FLOORING & SKIRTING	Imported Marble	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	WALLS	Enamel + Semi- Acrylic Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
11	<u>SERVANT ROOM / UTILITY</u>		
	FLOORING & SKIRTING	Anti - skid Vitrified Tiles	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	WALLS	Acrylic Emulsion Paint	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING	Acrylic Emulsion Paint	
12	<u>SERVANT ROOM TOILETS</u>		
	FLOORING & SKIRTING	Anti - skid Vitrified Tiles	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	WALLS	Vitrified Tiles till 7'-0, Acrylic Emulsion Paint above	
	CEILING	Oil Bound Distemper	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	FITTING & FIXTURE	Wash Basin with faucet, Shower diverter	Cera/ ROCA / Hindware or equivalent
13	<u>BALCONIES</u>		
	FLOORING	Matte Tiles	Kajaria/ Orient Bell/ Simpolo/ Somany or equivalent
	WALLS	Exterior Grade Acrylic Emulsion Paint with Gypsum Plaster	Asian Paints/Berger/ British Paints/ Nerolac or equivalent
	CEILING		

	RAILING LIVING/DINING BEDROOMS - &	SS + LaminatedGlass	As/Selection
	UTILITY PARAPET	RCC / Blockwork with RCC lintel	NA
14	EXTERNAL DOOR WINDOW	DGU -Energy efficient Glass/Tinted/Reflective/Clear Glass with Aluminium Frames.	As/Vendor Selection
15	APARTMENT DOORS	<u>MAIN DOOR</u> : 8 Feet High veneer/Laminated flush door shutter, Architrave & frame - PU Paint, Steam Beech solid wood.	NA
		<u>OTHER DOORS</u> : 8 Feet High laminated shutter, flush door shutters, Architrave & frame - High Gloss PU Paint, ,solid wood.	
16	ELECTRICAL SWITCHES		
	APARTMENT SWITCHES	Smart switches	Panasonic/ Schneider/ Legrand/ Anchor/ L & T or equivalent
	SERVANT/UTILITY ROOM & TOILET	Normal Switches	North west/ Anchor/ Havells/ Wipro or equivalent
17	AIR-CONDITIONING	VRV/VRF	Diakin/ Hitachi/ Blue Star/ O General/ LG or equivalent
18	TERRACE	Anti - skid Vitrified Tiles	
19	LIFT	PASSENGER LIFT	OTIS/ Kone/ Thyssen Krupp/ Schindler or equivalent
		SERVICE LIFT	
		PENTHOUSE INTERNAL LIFT	
		PRIVATE LIFT FOR EACH TOWER / WING	
20	SECURITY	5 tier - Gate/Perimeter/Parking/ Lobby and Entrance door, VDP and digital smart lock on main door, Secured Access for Lifts and Lift lobbies, Access controlled reception area in all towers, CCTV surveillance including Lifts, Fire detection & Sprinkler system and Gas leakage detectors in apartments.	One Touch/ Alba Urmet or equivalent
21	AUTOMATION	Provision for lighting Provision for Curtains & VDP through customized app.	

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

S.No.	COMMUNITY/CLUB
1	DOUBLE HEIGHT ENTRANCE LOUNGE
2	GYM & YOGA
3	SPA
4	WAITING LOUNGE
5	INDOOR GAMES
6	MULTI-PURPOSE HALL
7	PRE-FUNCTION AREA
8	KID'S ROOM
9	KARAOKE/JAMMING ROOM
10	CARDS PLAY ROOM
11	SENIOR CITIZEN'S LOUNGE
12	ENTERTAINMENT LOUNGE
13	MEETING ROOMS
14	CO-WORKING SPACE
15	FINE DINING
Landscape Features	
1	ENTRANCE BOULEVARD
2	ENTRANCE FOUNTAIN
3	CLUBHOUSE DROP-OFF
4	LAP POOL
5	KID'S POOL
6	KID'S WATER PLAY
7	TOT LOTS AREA
8	CONGREGATING LAWN
9	JOGGING TRAIL
10	MIYAWAKI FOREST
11	PET GRADEN
12	OUTDOOR GYM
13	SPORTS ARENA
a)	CIRCKET PRACTICING PITCH
b)	HALF BASKETBALL COURT
c)	BADMINTION COURT
d)	TENNIS COURT