

DRAFT

**AGREEMENT FOR SALE**

BETWEEN

M/S CEREMONY HOMES PRIVATE LIMITED

AND

NAME :

ADDRESS :

COMMERCIAL UNIT NO. :

**CEREMONY AVENUE**  
**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

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

**AND**

(IF THE ALLOTTEE IS A COMPANY)

\_\_\_\_\_, (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 \_\_\_\_\_, represented by its authorized signatory, \_\_\_\_\_ (Aadhar no. \_\_\_\_\_)

Duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as "**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 or administrators of the last surviving partner and his/her/their assigns)

**OR**

(IF THE ALLOTTEES(S) IS AN INDIVIDUAL)

- 1) Mr./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_)  
son/daughter/wife 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 its successor-in-interest, and permitted assigns)

2) Mr./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_)  
son/daughter/wife 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  
its successor-in-interest, and permitted assigns)

3) Mr./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_)  
son/daughter/wife 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  
its successor-in-interest, and permitted assigns)

**OR**

(IF THE ALLOTTEE(S) IS A HUF)

Mr. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) son  
of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the  
Hindu Joint Mitakshara Family knows as \_\_\_\_\_ HUF, residing  
at \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter called 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)

(Promoter and Allottee/s are individually referred to "**Party**" and jointly referred as "**Parties**")

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

**DEFINITIONS AND INTERPRETATIONS:**

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

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

"**Agreement**" shall mean this Agreement for Sale/Builder Buyer Agreement of the Unit including all  
annexures, recitals, schedule and terms and conditions for allotment of the said Unit in the said Project  
executed by the Allottee and the Company.

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

"**Application**" shall mean the Application dated \_\_\_\_\_ for the allotment of the unit in **CEREMONY  
AVENUE**;

"**Company**" shall have the meaning as ascribed to it in the Preamble.

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

**"Declaration"** shall mean the declaration (including any amended declaration) filed or to be filed by the Company under the Act and/ or the Rules, with the competent authority, with regard to the Unit/CEREMONY AVENUE.

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

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

**"Payment Plan"** shall mean the Payment Plan annexed to this Agreement as Schedule C;

**"Plans"** shall mean the layout plans or demarcation plans of CEREMONY AVENUE as submitted/ as approved under the Haryana Development and Regulations of Urban Areas Act, 1975 and/ or under the Real Estate (Regulation and Development) Act, 2016;

**"Basic Infrastructure Work"** mean the

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

**"Colony"** means the township namely "ELDECO ESTATE ONE" being developed by the colonizer ("Eldeco Infrastructure and Properties Limited" namely EIPL), for allotment of a freehold commercial plot area on land admeasuring approx. 725.66 Sq. Mtr. (Plot), consisting of commercial units, independent villas, independent Units, commercial spaces, community sites, parks, utilities and other common services and facilities etc. Colony may contain more than one project and each such project may be developed into phases. Colony shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975).

**"Commercial Complex"** means commercial area admeasuring 725.66 Sq. Mtr. as per the location plan situated in the Colony, proposed to be developed by the Company for shopping cum office purposes under the name of **"CEREMONY AVENUE"**, comprising individual shopping cum office unit along with its common areas and services.

**"Common Areas & Facilities of the Commercial Complex"** shall mean open/green areas/parking spaces, road & paths, security room, service areas, other room for maintenance staff, common entrance and exit and all easements, staircases, lifts, lift lobbies, fire escapes rights and appurtenances and common facilities of the Commercial Complex.

**"Earnest Money"** means an amount equivalent to 10% of the Basic Sales Price of the Said Unit.

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

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

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

**"Safeguarding Charges"** means the charges incurred to guard the Said Unit against encroachments/trespassing by the third party(ies), in case Allottee/s fails to take actual & physical possession of the Said Unit after expiry of period mentioned in the offer of possession which is Rs 20 per Sq Ft per month of the carpet area of the said Unit.

**WHEREAS:**

- A. The Promoter, on the commercial area admeasuring 725.66 Sq.Mt., situated at the Colony, is developing a Commercial Complex proposed to be used for Shop-cum-Office purposes under the name and style of **"CEREMONY AVENUE"** (herein **"Commercial Complex"**) as per the plan attached herewith as Annexure A.
- B. The Allottee/s has/have applied to the Promoter for the allotment of the Said Unit in the Commercial Complex dated \_\_\_\_\_ and has been allotted commercial unit no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq ft. as permissible under the applicable law and right in the common areas (" Common Areas") as defined under Rule 2 (1) (f) of Rules 2017 of the State (hereinafter referred to as the " Apartment" more particularly described in Schedule A and the Unit plan of the commercial unit is annexed hereto and marked as Schedule B). The Promoter has free-hold marketable rights, claims and interests in the Said Unit which is the subject matter of this Agreement.
- C. The Allottee/s acknowledges that the Promoter has provided all the information, documents and clarifications as required by the Allottee/s. The Allottee/s is fully satisfied in all respects with regard to the rights, title and interest of the Promoter in the Commercial Complex/ Said Unit and has understood all limitations and obligations of the Promoter in relation thereto. The Allottee/s have relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Said Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self-contained and complete in itself in all respects.
- D. The Allottee/s has confirmed to the Promoter that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Colony/Commercial Complex in general and in particular to the Said Unit and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- E. The Promoter, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot the Said Unit in the Commercial Complex on the terms and conditions appearing hereinafter.
- F. The Allottee/s understands and agrees that only after execution of this Agreement by him/her/them the allotment shall become final and binding upon the Promoter.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Unit for commercial usage.

- 1.2 The Total price payable for the Said Unit, and all the Government Dues (but excludes the GST and/or EDC/SIDC and/or enhances EDC/SIDC and IFMS etc.), which if leviable in respect of the price of the Said Unit the component thereof shall be payable by Allottee(s) in respect of the Said Unit for commercial usage based on Carpet Area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) ("**Basic Sales Price or BSP**")

**Description:**

Commercial Unit No.	
Carpet Area (In Sq.ft.)	
Total price (in rupees)	

**Explanation:**

- (i) The Total price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit for commercial usage as per the Payment Plan.
- (ii) The Total price as mentioned above includes Taxes (Cess or any other fees etc. which may be levied, in connection with the development/construction of the Project but excluding GST and/or EDC/SIDC and/or enhanced EDC/SIDC and I.F.M.S., taxes charges/levies etc. if leviable) paid/payable by the Promoter up to the date of handing over the possession of the Said Unit to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.  
Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification.  
Provided further, if there is any increase in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification.  
Provided further, if there is any increased in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Real Estate (Regulation and Development) Act 2016/ Haryana Real Estate (Regulation and Development) Rules 2017, the same shall not be charges from the Allottee.
- (iii) The Total Price of Said Unit for commercial usage includes recovery of price of land, development/construction of (not only of the Said Unit but also of the Common Areas and facilities in the Project), taxes/fees/levies etc., (excluding the GST and/or External Development Charges/ State Internal Development Charges and/or enhanced EDC/SIDC and IFMS etc.) Cost of providing electric wiring, electrical connectivity to the Said Unit, water line and plumbing, finishing with paint, marbles, tiles, doors, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications as agreed to be provided by the Promoter and shall be payable by the allottee as per the terms specified in payment plan.
- (iv) It is further understood and agreed by the parties that general common areas and facilities, plant room housing the D.G Room/ D.G Sets, HVAC equipment, underground domestic and fire water tanks and pump room, electric sub-station, transformers, LT panels, maintenance/ service rooms, lawns and play areas, roads and drive-ways, including lighting and services ,guard posts, fire hydrants and fire brigade inlets etc., located inside/outside the footprint of the Building are also excluded from the computation of

carpet area and the scope of this Agreement and ownership thereof shall remain with the Developer.

- (v) The Basic Sales Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase in account of development charges (External Development Charges, State Infrastructure Development Charges etc.) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan").
- 1.4 The Promoter confirms and the Allottee upon due verifications has satisfied itself regarding the carpet area of the Said Unit that has been allotted to the Allottee.
- 1.5 The Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit for commercial usage as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Unit.
  - (ii) The Allottee(s) shall also have undivided proportionate interest in the Common Areas and facilities of the Building and Project as the case may be as provided under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. The Allottee shall use the Common Areas along with other occupants, maintenance, staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Association of Allottees in consonance with the provisions of the RERA Act 2016 and HRERA Rules 2017.
- 1.6 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, 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 Said Unit). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the Said Unit, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person. It is clarified that the Allottee upon issuance of offer of possession of the Said Unit shall be liable to pay property tax, all fee, charges taxes etc as may be demanded by concerned authority in respect of the Said Unit, as well as in respect of common areas of the Project.
- 1.7 The Allottee has paid a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Basic Sales Price of the Said Unit for commercial usage at the time of application for booking Said Unit, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit for commercial usage as prescribed in the Payment Plan (Schedule 'C') in the manner specified therein.
- 1.8 The Allottee/s agrees that the timely payments as indicated in the Payment Plan is the essence of the allotment. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest as per sub section (7) of section 19 and rate of interest shall be the State Bank

of India highest marginal cost of lending rate plus two per cent on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien/right on the Said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. upon the due amount along with the restoration charges as per Company policy and restore the allotment of the Said Unit only in case it has not been allotted to someone else.

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

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

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of "**Ceremony Homes Private Limited**" payable at **Panipat**.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve bank of India, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules & Regulations of the Reserve Bank of India or any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party shall not have any rights in the application/allotment of the Said Unit for Commercial usage along with Parking Spaces 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 agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Said Unit. If, for any reason, the re-allotment or sale realization from such re-



allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest and brokerage etc. for such delay.

## **5. CONSTRUCTION OF THE PROJECT/SAID UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the Unit plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, Unit plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by DTCP and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

## **6. POSSESSION OF THE SAID UNIT:**

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

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

### **6.2 Procedure for taking possession: -**

The Promoter, upon obtaining the completion/occupancy certificate from the competent authority shall offer in writing the possession of the Said Floor, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion/occupancy Certificate. (Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of Completion certificate). The Allottee/s has to make up to date payment of all dues within 30 days of written offer of possession or FDN. Further, the Allottee/s has to take possession of the Said Unit from the Company within 30 days of payment of all the dues as stated in FDN failing which the Said Unit will lie at the risk & cost of the Allottee/s. In other words, possession of the Said Unit shall become due on the date of expiry of the 30 days' period from the date of payment of all dues stipulated in FDN (herein "Possession Due Date"). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of provisions, formalities, documentation on part of the Promoter.

The Allottee/s understands & agrees that the Maintenance charges, holding charges, safeguarding charges, other charges, etc. as applicable, shall become due/payable effective from the Date of offer of possession, whether or not the Allottee/s takes over possession of his/her/their Said Unit.

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

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

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

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

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

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

6.7 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw from the Said Project as provided in the RERA Act, 2016.

Provided that where the Allottee proposes to cancel/ withdraw his/her/ its allotment of the Unit from the SHUBHANGAN-Panipat project without any fault of the Company, the Company herein is entitled to forfeit the booking amount paid for the Allottee as well as 'Non-Refundable Amount'. 'Non Refundable Amount' for the purpose of this Agreement shall hereinafter collectively mean (i) Interest (The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent ) on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement to sale, if Agreement to Sale is registered (v) administrative charges as per Promoter's policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities. (The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent or as otherwise notified by the competent authority, from time to time.)

In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible for the delay in refund, including interest thereon. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay.

6.8 **Compensation:**

The Company shall be liable to compensate the Allottee in case of any loss caused to him/ her/ it due to defective title of the Project Land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and/ or the Rules. Subject to Clause 8.1, if the Company fails to complete or is unable to give possession of the Shop except for occurrence of a Force Majeure Events, Court orders, Government policy /guidelines, decisions, pandemic, lockdown, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Shop for Residential usage.

(i) in accordance with the terms of this Agreement, to be duly completed by the date specified herein; or (ii) due to discontinuance of his/ her/ it's business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Company shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Commercial shop, with interest @MCLR + 2% within ninety (90) days including compensation in the manner as provided under the Act:

Provided that in case of 8.6(i), if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs. 50/- per sq yds of area of the Commercial shop per month, till the offer of the possession of the Commercial shop. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

6.9 The Allottee/s agrees that in case he/she/they wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Said Commercial shop, the Promoter shall facilitate the process subject to the following:

(a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee/s alone.

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

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

## **7. COMPLETION OF DEVELOPMENT**

7.1 The Allottee/s agrees and understand that the completion of the Basic Infrastructure Work shall be subject to force majeure conditions and timely receipt of the entire cost & other payments as per the terms of allotment.

7.2 The Allottee/s agrees and understand that in case the Said Commercial shop is omitted due to change in the plan, technical reasons or the Company is unable to allot or hand over the same to the Allottee/s for any reason beyond its control, the Company shall offer an alternate commercial Unit/s approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate commercial Said Unit/s, the Company shall refund only the actual amount received from the allottee/s till then and shall not be liable to pay any damages/compensation or interest to the allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Commercial shop or alternate Said Commercial shop/s.

7.3 The Allottee/s acknowledges that the commercial complex is under development and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the interest of the Colony/ Complex or if the same is required by the concerned authority.

7.4 The Allottee/s agrees to carry out and complete civil works in relation to interior development, electrical fittings, etc. of the Said Commercial shop at its own cost and expenses.

7.5 The Allottee/s or any person claiming through them shall not be entitled to subdivide the Said Commercial shop or amalgamate the same with any other adjoining Said Commercial shop. In case of joint Allottee (s), each Allottee's share in the Said Commercial shop shall always remain undivided, unidentified and impartible.

- 7.6 The Allottee/s agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Unit / Commercial Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit /writ before a competent court or due to force major conditions, the Company, after allotment, is unable to deliver the Said Commercial shop to the Allottee for his/her occupation and use, the Allottee/s agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest and/or compensation, whatsoever.
- 7.7 The Allottee/s agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV, security system, etc. then the Company shall be entitled to recover the cost on pro rata basis from the Allottee/s.
- 7.8 The Allottee/s shall pay in respect of his/her/their Said Commercial shop all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these charges in bulk to any public or private agency, then it shall be liable to recover the same on pro rata basis from the Allottee/s or from the Association at the time of transfer of IFMS to the Association/ Allottee(s), as the case may be.

## **8. ALLOTTEE'S ADDITIONAL COVENANTS**

- 1) (a) The Allottee/ s shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Said Commercial shop and also keep the Company harmless and indemnified from the consequences of non-compliance.
- (b) No addition and alteration of the building plan/layout plan shall be made without prior approval of DG-TCP/DTP office or any person authorized by him or his behalf. Further, only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DG-TCP/DTP Office shall be pre-requisite.
- (c) The Allottee/s understand that though each individual Said Unit in Commercial Complex is sold separately, all the units together are part of the integrated plan of the Commercial Complex and accordingly the building plan, specifically the levels, corridor, façade, materials, color of each Said Unit in the Commercial Complex needs to match the building plan of the adjacent Unit.
- (d) The Allottee/s shall carry out the internal construction/fit-outs on the Said Commercial shop subject to:
- \* no nuisance or annoyance to the other occupants in the adjoining areas.
  - \* no internal construction including but not limited to laying of foundation, boundary wall, fencing etc. outside the dimension of the Said Commercial shop. In case of any fit out during internal construction, it need to be ensured that there should not be any structural changes with the building.
  - \* no obstruction or blockage in the Common Areas of the Commercial Complex /Colony.
  - \* no stock of construction material on the road or areas adjoining the Said Commercial shop.
  - \* foundation, tunnels or other pits in the Said Commercial shop shall not be open or exposed to weather causing any injury to contiguous or adjacent areas/buildings.
  - \* no digging of any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings.
  - \* no stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry shall be erected or permitted to be erected at any part of the Said Commercial shop.
  - \* construction material/debris shall not be dumped in the common areas of the Commercial Complex/Colony.
- 2) The Allottee/s after construction of the Shop or Office (herein "**SCO**") on the Said Commercial shop shall, in addition to and not in derogation or substitution of any of the obligations, undertakings, terms

and conditions or covenants set out elsewhere in the Allotment Agreement, also observe/perform/ comply with the following conditions:

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

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

- 3) The Allottee agrees that if the Company need to install the effluent treatment plant, pollution control devices and /or any other preventive measures due to requirement of any law/byelaws, order or directions or guidelines of the Government / any Statutory Authority / Body, then the cost of such additional devices, equipment shall be borne and paid by the Allottee/s, on pro-rata basis.
- 4) In case damage is caused to the Said Unit/ adjacent Said Unit / common areas/ facilities due to aforesaid reasons, then the Allottee/s shall get the same repaired failing which the cost of repair may be deducted from the Allottee's IFMS or if the IFMS is insufficient to meet the expenses the cost shall be recovered/payable by the Allottee/s.
- 5) The Allottee/s understands and agrees that the Allottee or its nominees/ agents/ employees etc. shall be entitled to display its signage only at the place/s identified by the Company. Such signage will be installed by the Allottee/s at its own cost and expenses, and shall also be liable to pay any taxes, if levied now or in future, by local or State Authorities/Department, on the same.

## **6) MAINTENANCE**

- a) On issuance of offer of possession/FDN (defined hereinbefore) of the Said Commercial shop, an Interest-Free Maintenance Security (herein "**IFMS**") towards the maintenance and upkeep of the Commercial Complex shall be payable by the Allottee/s. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee/s takes possession of the Said Commercial shop.
- b) The Allottee/s upon offer of possession agrees to enter into a Maintenance Agreement with the Company or association / body of Allottee(s) or any other nominee/agency/association(s) as may be appointed / nominated by the Company (hereinafter referred to as '**the Maintenance Agency**') for the maintenance and upkeep of Common Areas and Facilities of the Commercial Complex and pay charges for the same (herein "**Maintenance Charges**"). However, failure on the part of Allottee/s to

enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges.

- c) In the event the Allottee refuses to sign the Maintenance Agreement before the handing over of possession of the commercial shop, his/her allotment is liable to be cancelled and the Developer shall have the right to forfeit the Earnest Money Deposit and any interest paid/ payable while refunding the rest of the amount paid by the Developer without interest.
- d) The Allottee/s is liable to pay monthly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency/Association, irrespective of the fact, whether the Allottee/s is in occupation of the Said Commercial shop or not, within a period of 7 days of demand. In case of delay in payment of the Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
- e) The Maintenance Agreement shall be for an initial period of five years to be renewed for further terms as may be decided by the Developer as may be formed by the Developer upon resubmission of the said commercial complex to the provisions of The Haryana Apartment Ownership Act, 1983 in terms of Section 15 thereof.
- f) In the event the Maintenance Charges, other charges/dues, etc. are in arrears for more than three consecutive months then the Company shall have the right to terminate the allotment/Sale deed (as the case may be) by a notice in writing to the Allottee of 30 days (herein "**Notice Period**"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favor of the Company and the Allottee shall have no right, interest or lien in the Said Commercial shop. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments & other dues.  
The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc. in this regard.
- g) If the Allottee's Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc. along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Said Commercial shop to the Allottee/s and discontinue maintenance of the Commercial Complex. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect, then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Commercial Complex even after the said period of one year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association.
- h) The Allottee/s will neither himself do not permit anything to be done which damages Common Areas & Common Facilities of the Commercial Complex, adjoining Said Commercial shop /s / areas, etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
- i) The Allottee/s agrees to form and join an Association comprising of the allottees of the Commercial Complex for the purpose of management and maintenance of the Commercial Complex. Only the management and maintenance of Common Area and Common Facilities of the Commercial Complex will be transferred to the Association ("**Association**") on such terms and conditions as the Company would deem fit and proper.
- j) The Allottee shall perform promptly, all maintenance and repair work within the said complex and if any omission on this account on his/her part affects/ damages the complex, then, he/she shall be responsible and liable for all such damage and shall reimburse the Developer/ Maintenance Company/ Agency for any expenditure incurred in repairing such damage. All repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installation, doors, windows, lamps and all other accessories belonging to the said Apartment shall be the expense of the AllotteeThe

maintenance of the Said Commercial shop including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the date of possession or possession due date, whichever is earlier.

- k) The Company / Maintenance Agency / Association shall have full right to access to and through the Said Commercial shop, if required for periodic inspection / carrying on the maintenance and repair of the service conduits and the structure.
- l) The common areas/open areas shall not be used for conducting private functions/events etc. If any common space is provided in Commercial Complex for organizing meetings and small functions, the same shall be used on payment basis.
- m) The Allottee/s understands and agrees that the Company, to administer the collection of charges towards general maintenance, water supply, etc. may, in its discretion, integrate the billing and collection of charges through a common mechanism including pre-paid meters.

**10. TERMS OF DIRECTOR GENERAL TOWN & COUNTRY PLANNING (DGTCP)/ HARYANA SAHARI VIKAS PRADHIKARAN (HSVP) / OTHER COMPETENT AUTHORITY**

- 10.1 The Allottee/s shall from time to time and at all times pay directly or if paid by the Company then reimburse to the Company on demand such amount, which may be levied, charged or imposed in future or retrospectively, on account of any charges, taxes (value added tax, municipal tax, property tax, wealth tax, firefighting tax, water tax, sewerage tax, other taxes etc.), rates, duty, charges, cess, fee, assessment, External Development Charges (EDC) and Infrastructural Development Charges (IDC) etc. of any nature whatsoever, by any local administration, State/Central Government on the Colony/Said Commercial shop, by virtue of any notification or amendment in the existing laws (including levy of any additional charges payable to the DGTCP/HSVP/other Competent Authority(ies), any other taxation etc.), on pro-rata basis, from the date of booking of the Said Commercial shop.
- 10.2 The Allottee/s agrees that the Colonizer shall be responsible for providing Basic Infrastructure Work. Further, external services like water supply network, sewer, storm water drains, roads, and electricity outside the aforesaid mentioned subject "Commercial shop" to be connected to the internal services are to be provided by Colonizer. The Allottee/s acknowledges and agrees that the time frame and quality of execution of infrastructure facilities provided by the Colonizer in the Colony are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies.
- 10.3 The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of DGTCP/HSVP and/or competent authority (ies), if any in respect of the Commercial Complex.
- 10.4 **TRANSFER/NOMINATION:**
  - a) Subject to the terms of the allotment and the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/ Sale Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of in his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution /nomination on such conditions as it may deem fit and proper and in accordance with laws, norms, if any, in this regard. Such transfer/substitution /nomination shall be permitted upon payment by the Allottee of transfer charges (taxes extra) as per the prevailing policy of the Promoter upon the Allottee providing necessary documents for transfer/substitution /nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. The Stamp duty and registration charges etc, as applicable on such transfer substitution /nomination shall be paid by the Allottee / third party transferee.
  - b) At any time after execution of Agreement, in addition to transfer charges an administrative fee [ taxes extra] or such amount as per prevailing policy of the Promoter shall be payable. The Administrative fee shall be payable in such cases also where nomination/ transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However , for such transfer, the permission from both the Joint Allottee/s is mandatory, if any ,The Allottee understand and acknowledge that the Promoter is entitled to demand

the Transfer charges and Administrative Charges as mentioned hereinabove post execution and registration of the Conveyance/ Sale Deed as long as the Promoter is maintaining the Common Areas and Facilities or as long as the Promoter is required to maintain the records/accounts pertaining to the Project and its allottee/s. whichever is later.

#### **11. SALE DEED/TRANSFER DEED**

- i. The execution of Sale/Transfer Deed of Said Commercial shop shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges including interest, taxes, levies etc. to the Company. The promoter, on receipt of total price of the said Commercial shop, shall execute a conveyance /sale deed preferably within three months but not later than 6 months from possession and convey the title of the said commercial shop for which the possession is granted to allottee.
- ii. The Allottee/s through Sale/Transfer Deed shall get exclusive possession and title of the Said Commercial shop alongwith right to use the Common Areas and Facilities of the Commercial Complex and Colony.
- iii. The Allottee/s agrees to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward registration of the Sale/Transfer Deed of the Said Commercial shop, at the rate as may be applicable on the date of execution and registration of the Sale Deed including documentation. If the Company incurs any expenditure towards the registration of the Said Commercial shop, the same shall be reimbursed by the Allottee/s. The Allottee/s shall be fully responsible for paying any deficient stamp duty and other charges to the Government Authorities.
- iv. The Allottee/s prior to execution of Sale/Transfer Deed of the Said Commercial shop shall not assign/attorn its interest/rights of allotment, as stipulated herein without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Allottee/s, up to date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Company from time to time. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of the Allotment Certificate & Agreement to restrict nomination / transfer / assignment of the allotted Said Commercial shop by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same. If the Allottee/s is either a firm or a Company, it has also understood that the change in majority of proprietary interest in partnership firm/Company shall require prior approval of the Company and shall be subject to applicable transfer fee(s). It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee/s shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.
- v. For any subsequent transfer of the Said Commercial shop by way of Sale or otherwise by the Allottee/s, after execution and registration of Sale Deed in his/her/their favor, the Allottee/s shall obtain "No Dues Certificate" from the Company and/or the Maintenance Agency as per the policy of the Company and payment of such Administrative Charges as may be prescribed, as the case may be.

#### **12. INDEMNIFICATION**

The Allottee/s shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and due to non- compliance with any



rules, regulations, laws as may be laid down by any authority/department//government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Commercial shop . The Allottee/s agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

### **13. SEVERABILITY**

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

### **14. FORCE MAJEURE**

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

### **15. GENERAL TERMS AND CONDITIONS**

- a) The Company may raise finance for development/construction or otherwise by mortgaging the un allotted units/built up space in the project along with the land underneath and receivables therefrom subject to condition that (i) the Company shall obtain no objection certificate ("**NOC**") from the said bank/financial institution/body corporate with respect to the allotment of the Said Commercial shop and (ii) the Said Commercial shop shall be free from all encumbrances at the time of execution of sale / transfer deed.
- b) The address given in this Application shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/ the Allotment Certificate & Agreement shall be deemed to have been received by the Allottee/s.
- c) The Allottee/s shall make all payments through Demand Draft / cheque/online mode drawn in favor of "**Ceremony Homes Pvt. Ltd.**" payable at Panipat only or as may be directed by the Company.
- d) The Allottee/s shall not be entitled to subdivide the Said Commercial shop or amalgamate the same with any other Said Commercial shop /adjoining area. In case of joint Allottee (s), each Allottee's share in the Said Commercial shop shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
- e) The Allottee(s) agrees and undertakes to pay all rates, tax on Colony/Commercial Complex/Said Commercial shop, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Colony/ Commercial Complex /Said Unit as the case may be as assessable or applicable from the date of the allotment. If the Said Unit is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is

levied/imposed on the Company after the date of allotment including increase in GST, VAT etc. same be proportionately passed and payable by the Allottee/s.

- f) The Allottee/s understands and agrees that except the usage right in the Common Areas and Facilities of Commercial Complex and Colony he/she/they have no usage right in the balance/remaining part of the Colony such as club, parking area, community sites etc. and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee/s agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
- g) The Allottee/s agrees and undertakes that he/she/it/they shall, before or after taking possession or deemed possession of the Said Commercial shop, have no right to object to the Company constructing or the construction done by other Allottee/s in a reasonable manner, adjoining the Said Commercial shop. The Allottee/s shall not object to any consequences of such increase in construction in the adjoining area or in reduction in green area etc. as may be permissible / approved by the competent authority.
- h) The Allottee/s agrees & understands to pay the cost/charges which may be intimated by the Company towards administratively managing the movement of the construction material by the Allottee/s while carrying out construction/interior alterations on the Said Commercial shop and also cost of effecting minor repairs as result thereof. However, it does not include (i) removal of debris from the Common Areas or the adjacent commercial shops, if dumped by the Allottee/s and (ii) major repairs of the common facilities, if damaged by the Allottee/s, which would be payable by the Allottee/s as and when demanded by the Company without any objection.
- i) The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities viz. Cable, intercom, satellite/cable/internet etc. provided in the Complex. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual Said Commercial shop level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Complex. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
- j) The Allottee/s understands and agrees that any alteration/changes made in this Application Form / Allotment Certificate & Agreement by him/her/them render the application/allotment card as "null and void" to that extent.
- k) The Allottee/s understands and agrees that in case there is any breach of any terms or conditions contained herein including his/her/their failure to take possession of the Said Commercial shop within a period of 12 months from the Possession Due Date then, besides and without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Said Commercial shop. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Commercial shop in any manner whatsoever at its sole discretion.
- l) In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Transfer deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this

regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Said Commercial shop in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

- m) The Allottee/s agrees that in case of joint Allottees, the Company may, at its discretion, correspond with any one of the Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.
- n) In case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.
- o) In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.
- p) The Allottee/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement, Maintenance Agreement etc.

#### **16. COPIES OF THE AGREEMENT**

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

#### **17. JURISDICTION & LAWS OF INDIA**

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 by holding 3 meetings mutually recorded, failing which the same shall be settled through the adjudicating officer appointed under the Act.

The courts at Panipat shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.

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

**Ceremony Homes Pvt. Ltd.**

**Witness:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee(s): (including joint Allottees)**

**Witness:**

1. Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

**DESCRIPTION OF THE UNIT FOR COMMERCIAL USAGE**

**Project : CEREMONY AVENUE Panipat**

**License No. :**

**RERA Regn. No. :**

**Commercial Unit No.:**

**Building Plan Approval:**

**For Ceremony Homes Pvt. Ltd.**

**Allottee(s)**

**SCHEDULE "B"**

**UNIT PLAN OF THE PROJECT**

DRAFT

**SCHEDULE "C"**

**PAYMENT PLAN-I**

<b>EVENTS</b>	<b>%age OF SALE CONSIDERATION</b>
ON BOOKING	10% of SC
WITHIN 30 DAYS OF BOOKING	10% of SC
WITHIN 60 DAYS OF BOOKING	10% of SC
ON START OF EXCAVATION WORK	7.5% of SC
ON START OF FOUNDATION WORK	7.5% of SC
ON CASTING OF BASEMENT	7.5% of SC
ON CASTING OF GROUND FLOOR	7.5% of SC
ON CASTING OF FIRST FLOOR	7.5% of SC
ON CASTING OF SECOND FLOOR	7.5% of SC
ON CASTING OF THIRD FLOOR	7.5% of SC
ON CASTING OF FOURTH FLOOR	7.5% of SC
ON OFFER OF POSSESSION	10% of SC
<b>ADDITIONAL CHARGES</b>	
IFMS	Rs. 150 per Sq. Ft..
PLC CORNER (if Applied)	5% OF BSP

**For Ceremony Homes Pvt. Ltd.**

**Allottee(s)**

**Note:**

\*Sale Consideration = (BSP + GST + PLC as Applicable)

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

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

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

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

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

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

\* The above mentioned area are subject to Area Audit.

\* All disputes shall be subject to Panipat jurisdiction only.



**SCHEDULE "D"**

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

- Exterior walls painted with oil bound distemper & acrylic based paint glasses.
- All interior walls plastered and putty finished.
- All common areas, lobbies and corridors made with Granite/ Marble/ Italian Marble/vitrified tiles.
- Main doors are glass doors/wooden/UPVC.
- Provision for Fire-fighting system available.
- 24\*7 Power backup available.
- Provision for drinking water.
- Provision for Common Toilets for Ladies/Gents/Handicap
- One Point Power Supply through MCB Box.
- Provision of Cable/ DTH/ Internet line available.
- MCB distribution board.

## **SCHEDULE "E"**

### **DETAILS OF TIMELINES OF HANDING OVER OF POSSESSION OF THE UNIT**

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

**ENDORSEMENT**

ENDORSEMENT #1

**For Ceremony Homes Pvt. Ltd.**

**Allottee(s)**