AGREEMENT FOR SALE

This Agreement for Sale **("Agreement")** is being executed at [•] on [•] this day [•] of 2026;

BY AND BETWEEN

Elevate Edition Realtech Private Limited, a company, incorporated under the provisions of the Companies Act, 2013, bearing CIN U68200HR2024PTC118142, having its registered office at 12th Floor One Horizon Center, Golf Course Road, Sector-43, DLF Phase-V, Gurugram-122002, acting through its authorised signatory [•] Aadhar no [•] duly authorised vide Board Resolution dated [•] (hereinafter referred to as the **"Promoter",** which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, nominees, executors, assigns and all those claiming through it) of the **FIRST PART**;

AND

Add details of Land Owner The persons / entities referred to in Schedule IA of this Agreement (hereinafter referred to as the "**Land Owners**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their respective legal heirs successors, representatives and permitted assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

M/s[•], a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having CIN [•] and PAN [•] with its registered office at [•] represented by its authorized signatory 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), being party of the **THIRD PART**;

[AND / OR]

[If the Allottee is a Partnership]

M/s. [•], a partnership firm [registered under the Indian Partnership Act, 1932, if applicable], having its principal place of business at [•], (PAN[•]), represented by its authorized partner, [•], 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), being party of the **THIRD PART ;**

[AND / OR]

[If the Allottee is an LLP]
M/s. [•] (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no.and having its registered office at [•](PAN [•]), represented by its authorized partner, (if applicable, 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), being party of the **THIRD PART;**

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[AND/OR]

[If the Allottee is an Individual]

1. Mr./Mrs./Ms. [•] Son/Daughter/Wife of Mr. [•] Resident of [•]PAN [•]; Aadhar No. [•].

2. Mr./Mrs./Ms[•] Son/Daughter/Wife of Mr . [•] Resident of [•]PAN [•] ; Aadhar No. [•]

3. Mr./Mrs./Ms[•] Son/Daughter/Wife of Mr [•] Resident of [•] PAN [•]; Aadhar No. [•]

hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns), being party of the **THIRD PART**;

[AND/OR]

[If the Allottee is a HUF]
Mr. [•], (Aadhar No. [•]) son of [•] R/o [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as M/s. [•], (PAN [•]), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), being party of the **THIRD PART;**

The "Promoter", "Land Owners" and "Allottee" shall hereinafter be collectively referred to as **"Parties"** and individually as **"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 Land Owners are the absolute owners of a contiguous parcel of land ad-measuring approximately 10.525 acres (42,593.16 square meters) of residential land located in Sector 63A, Gurugram, Haryana (hereinafter referred as the **"Larger Land"**) vide sale deeds described in Schedule I hereto. The Land Owners and the Promoter have executed a collaboration agreement dated 24.04.2024 (read with addendums and other deeds/documents executed pursuant thereto), bearing registration no. 1536 registered with Sub Registrar, Wazirabad on 24.04.2024, pursuant to which the Land Owners have granted absolute and exclusive development rights in respect of the Larger Land including, *inter alia*, the rights to plan, construct, develop, market and undertake sales of the saleable area of the project in favour of the Promoter.

B. The Larger Land is earmarked for the purpose of developing a Group Housing Colony comprising residential apartments/units and convenience shops.

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C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land *(as defined below)* on which Project is to be constructed have been complied with;

D. The Town and Country Planning Department, Haryana has granted the license to develop a residential group housing colony on the Larger Land vide license dated 10.03.2026 bearing license no. 43 of 2026 ("**License**").

E. The Larger Land is proposed to be developed by Promoter in phased manner, and the under-development phase which is the subject matter of this Agreement is phase I in the name and style "Elevate Vista Phase I" ("**Project**") comprising of 380 residential units spread over 04 towers. The development under [•] shall encompass an area admeasuring approximately 7.825 Acres (the "**Project Land**") the details of which are contained in **Schedule I A** hereto.

F. The Promoter has obtained approval on the demarcation cum zoning plan, from Directorate of Town and Country Planning, Haryana dated 30.07.2026 bearing memo no. ZP-2349/PA(DK)/2-26/27368.

G. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority ("**Authority**") at _____ on _____under registration No._____ ("**HARERA Certificate**");

H. The Allottee had applied for residential apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square meter (_____ square feet), on _____ floor in [tower/ block/ building] no._____ ("**Building**") along with right to use_____ car parking space (if applicable) , as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules of the State (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

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

J. The Allottee hereby acknowledges and confirms that the Promoter has explained to the Allottee the other details, terms and disclosures set out in **Schedule F** of this Agreement, and that the Allottee has read, understood and agreed to the same.

K. The Allottee understands that the Promoter is carrying out development on the Larger Land in a phased manner and the entire development on the Larger Land is hereinafter referred to as "**Complex**". The essential services and Common Areas of the Project may be integrated and inter-connected with the other phase(s) of the Complex (other than the Project Land). Subject to the applicable terms and conditions, and restrictions on the use of the revenue roads (as demarcated in the site plan of the Larger Land available on the Project RERA website), the Allottee shall have access to and shall be entitled to use at all times, the common areas, amenities and access points of the Complex, vice versa and make available the Common Areas of the Project to the residents/allottees of the other phase(s) of the Complex.

L. 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;



M. 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.

N. 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 Unit/Apartment for Residential usage along with right to use car parking space (if applicable) as specified in Para H.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment, inclusive of right to use car parking space as specified in Recital H subject to the conditions that the Allottee pays the Total Price and other charges as per this Agreement and also fulfils the terms, conditions and stipulations as contained hereinafter.

1.2 The Total Price of the Apartment along with right to use car parking space is **Rs.** [•] **(Rupees** [•] **Only) ("Total Price")** as detailed hereinunder:-

Block/Building/Tower No. _____	
Apartment No. _____	
Type _____	
Floor _____	
Car Parking Space (if applicable) _____	
Carpet Area (in sq. ft./ in sq. mtr.)	
Area of the exclusive balconies (in sq. ft./ in sq. mtr.)	
Price* of the Apartment	
Preferential Location Charges (if applicable)	
Rate of Apartment basis Carpet Area (in sq. ft.)	
Charges for right to use additional car parking space (if applicable)	
GST, applicable as on date	
Total Price (in rupees)	_____

1 sq. mtr. = 10.764 sq. ft.
*Price includes Basic Price, Right to use .... car parking.

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Explanation:

i. The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment. The Promoter has calculated the Total Price payable by the Allottee on the basis of the carpet area of the Apartment.

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 Apartment for Residential usage along with right to use car parking space (if applicable) to the Allottee 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;

iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(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;

iv. The Total Price of Apartment for Residential usage alongwith right to use car parking space (if applicable) includes preferential location charges, 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for Residential usage (as the case may be) along with right to use car parking space (if applicable) in the Project.

1.3 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

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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 shall make payments in terms of and strictly abide by the Payment Schedule provided in **Schedule C** ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate(s) as may be determined by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee(s).

1.6 It is agreed that the Promoter shall not make any 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 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 to the carpet area that has been allotted to the Allottee after the construction of the Apartment, 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 within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in 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 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.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment for Residential usage along with right to use the car parking space(if applicable) as mentioned below:

i. The Allottee shall have exclusive ownership of the Apartment for residential usage along with right to use car park space (as applicable);

ii. The Allottee shall also have a right of use in the Common Areas. The Allottee shall use such Common Areas as provided above along with other occupants, maintenance staff etc. as the case may be, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas as provided under the Applicable Law, which handover shall be undertaken after completion of the Project/ Complex in totality upon receipt of completion certificate for the Project/ Complex for which a separate deed shall be executed in favour of the association of allottees as the case may be as provided under Rule 2(1)(f) of Rules of the State;

iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her Apartment for Residential usage.

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). 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 apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, 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 therefor by such authority or person.

1.10 The Allottee has paid a sum of _____ (Rupees _____ _____only) ("**Booking Amount**" which is up to 10% of the Total Price of the Apartment) being part payment towards the Total Price of the for purchase of the Apartment for Residential usage along with right to use car parking space (if applicable) ; the receipt of which the Promoter hereby acknowledges.

1.11 The Allottee hereby agrees to pay the remaining price of the Apartment for Residential usage (as the case may be) alongwith right to use car parking space (if applicable) as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in Rule 15 of Rules in the manner specified therein. For the purposes of this Agreement, 10% of the Total Price shall be construed and referred as "**Earnest Money**" which includes the Booking Amount.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____' payable at _____

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 the payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the

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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 Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the Applicable Law. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

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 for Residential usage along with car parking space (if applicable) to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules. Subject to *Force Majeure* and/or other conditions mentioned in Clause 7.1 below ,the Promoter shall achieve the completion of the Project on or before 30.12.2034.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

The Allottee has seen the proposed layout plan, demarcation-cum-zoning, site plan, building plan, specifications, amenities, facilities, etc. regarding the Project where the Apartment is located and has accepted the floor, site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the Competent Authority, as represented by the Promoter. The Allottee has also satisfied himself/herself/themselves regarding the specifications and information as to the material to be used and features in the construction of the Apartment as set out in the present Agreement and Schedules hereto and has duly accepted the same.

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 State of Haryana and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

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7. POSSESSION OF THE APARTMENT:

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

The Promoter assures to offer the possession of the Apartment for Residential usage along with right to use car parking space with the specifications and amenities as provided in **Schedule D**, on or before 30.11.2034 unless there is delay due to *"force majeure"*, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure* and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety days. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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 **(A) Procedure for taking possession of Apartment –**

The Promoter, upon obtaining the occupation certificate or part thereof of building/ blocks in respect of the Project on or before 30.09.2034 shall offer in writing the possession of the Apartment within three months from the date of the above approval, to the Allottee(s) as per terms of this Agreement.

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 Project at the time of the 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 to take Possession of Apartment:-**

Upon receiving a written intimation from the Promoter as per para 7.1 and para 7.2, the Allottee shall take possession of the Apartment for Residential 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 Apartment for Residential usage to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.1 and para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

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7.4 Possession by the Allottee:-

After obtaining the occupation certificate of the Project and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans including Common Areas to the association of allottees as provided under the Rules subject to all allottees (including the Allottee) paying their proportionate share of stamp duty and registration charges applicable to execute and register the conveyance/sale deed for Common Areas in favour of the Association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules.

7.5 Cancellation by the Allottee:-

The Allottee shall have the right to cancel/withdraw their allotment of the Apartment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation.

7.6 **Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation** -The Promoter shall compensate the Allottee 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*", Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit/Apartment for Residential usage alongwith right to use car parking space (if applicable).

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

In case obligation is not complied with by the Promoter :

(i) the Authority shall order to return the total amount received by the Promoter in respect of the Apartment for Residential usage, with interest at the rate prescribed in the Rules in case the Allottee wishes to withdraw from the Project.
(ii) in case Allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72 of the Act.
(iii) if the Allottee does not intend to withdraw from the Project the Authority shall order the Promoter to pay the Allottee interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the Apartment for Residential usage.
(iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16 of the Rules.

8. REPRESENTATIONS AND WARRANTIES:

The Land Owners / Promoter hereby represent and warrant to the Allottee as follows:

i. The Land Owners have absolute, clear and marketable title with respect to the Larger Land/Project Land and the Promoter has the requisite rights to carry out development upon the Project Land and actual and absolute physical possession of the said Project Land for the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

iii. There are no encumbrances upon the Project Land or the Project, other than specifically provided in this Agreement (if any) or otherwise mentioned on the website of the RERA Authority;

iv. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;

v. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the said Apartment being allotted 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 Law in relation to the Project as provided under the said Rules;

vi. The Promoter and Land Owners have 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 created herein, may prejudicially be affected, other than as specifically provided in this Agreement;

vii. The Promoter has not entered into any Agreement for Sale with any person or party with respect to the Project Land including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter and Land Owners confirm that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment along with right to use car parking space as provided

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for in this Agreement, to the Allottee.

x. The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;

xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the offer of possession of the Apartment has been issued, as the case may be and as per the provisions of the Applicable Law, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under the Rules;

xii. 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 Project Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "*force majeure*", Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the developed Apartment for Residential usage alongwith right to use car parking space (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment for Residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

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

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

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

(ii) In case of Default by Allottee 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 for Residential usage along with right to use car parking space (if applicable) in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the Earnest Money paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee 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 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 or the Promoter, the authority may issue suitable directions.

10. CONVEYANCE OF THE APARTMENT:

The Promoter, on receipt of Total Price of the Apartment for Residential usage alongwith right to use car parking space (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six months from possession.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules. However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE SAID APARTMENT AND THE 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

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competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The cost of such maintenance and interest free maintenance security deposit is not included in the Total Price of the Apartment for Residential usage.

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 its scope.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of 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.

The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development, the Authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas, terrace of the building and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter/maintenance agency/association of allottees formed by the Allottees for rendering maintenance services.

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15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for Residential usage alongwith car parking space (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 for Residential usage alongwith car parking space (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 for Residential usage alongwith car parking space (if applicable) and keep the Apartment for Residential usage along with car parking space (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/association of allottees further undertakes, assures and guarantees that he/she 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 of the Project or common areas of the Complex. 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 for Residential usage and car parking space (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 for Residential usage and right to use car parking space (if applicable).

15.3 The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment for Residential usage alongwith right to use car parking space (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

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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 for Residential usage and right to use car parking space (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 who has taken or agreed to take such Apartment for Residential usage and right to use car parking space (if applicable).

19. APARTMENT OWNERSHIP ACT AND OTHER APPLICABLE LAWS:

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) _____;

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute this Agreement and also register the said Agreement as per the provision of the relevant Act of the State. If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or further register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee can be treated as cancelled by the Promoter and all sums deposited by the Allottee in connection therewith, after deduction of Earnest Money and interest in delayed payment (if any) shall be returned to the Allottee without any interest or compensation whatsoever..

21. ENTIRE AGREEMENT:

That 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, as the case may be.

22. RIGHT TO AMEND:

That no amendment, alteration, modification etc. to the present Agreement shall be binding upon either Party, unless the same is in writing and counter signed by both Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/

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SUBSEQUENT ALLOTTEE(S):

23.1 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 the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment in case of a transfer, as the said obligations go along with the Apartment 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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

24.2 That 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:

That if any provision of this Agreement is, determined to be void or unenforceable under Act or the Rules and regulations made thereunder or under other Applicable Law, 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 under other Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the said Apartment bears to the total Carpet Area of all other apartments/ units in the Project.

27. FURTHER ASSURANCES:

Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement 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:

That the execution of this Agreement will be complete only upon its execution by the Promoter through its Authorized Signatory at the Promoter's office at Gurugram, Haryana after the copies duly executed by the Allottee are received by the Promoter. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana even if the Allottee

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may have executed this Agreement at any other place(s).

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Promoter by pre-paid registered post/Speed Post/Courier/Email at their respective addresses specified below:

COMPANY: **Elevate Edition Realtech Private Limited** **Registered Office:** 10th Floor, Tower-D, Global Business Park M.G Road Gurugram, Haryana 122002	**Land Owners: Mrs. Sangeeta Bhatia and Mr. Pawan Bhatia** **Address:** _____	**ALLOTTEE:** Name: Address: Email:

It shall be the duty of the Allottee to inform the Promoter of any subsequent change in the above address by Registered Post/ Speed Post A.D./Email, failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.

30. JOINT ALLOTTEE(S):

That in case there are Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by the Allottee which shall for all intents and purposes to consider as properly served on all the Allottee(s). No separate notice/communication will be sent to the other joint Allottee.

The Allottee confirms and agrees that any communication to the email address of the Allottee, shall be considered a valid communication to the Allottee(s).

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made

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thereunder including other Applicable Laws prevalent in the State for the time being in force.

33. DISPUTE RESOLUTION:

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

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.*]

IN WITNESS WHEREOF, parties hereinabove named have set their respective hands and signed this Agreement 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:
Promoter: **ELEVATE EDITION REALTECH PRIVATE LIMITED**
Signature (Authorised Signatory)

Name

Address

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Land Owners
Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee: (including joint Allottees)

Signature Name :
Address :

At on in the presence of:

Elevate Edition Realtech Private Limited

WITNESSES:

1. Signature

Name

Address

2. Signature Name

Address



Schedule I
Sale Deeds of the Larger Land
[•]

Schedule IA

Schedule of Project Land
[•]

Schedule A
Description of the Apartment
[•]

Schedule B
Floor Plan
[•]

Schedule C
Payment Plan
[•]

Schedule D
Specifications and Amenities which are part of the Apartment

[•]

Schedule E
Specifications and Amenities which are part of the Project

[•]

Schedule F
Other Details/Terms/Disclosures

Explanation.—

(a) The Promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing Project along with the application for registration of such ongoing Project. However, such disclosure shall not affect the validity of such existing agreement(s) for sale between Promoter and Allottee in respect of apartment executed prior to the stipulated date of due registration under section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the Promoter and Allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.

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