

## AGREEMENT FOR SALE

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

By and Between

**1. ANSAL HOUSING & CONSTRUCTION LIMITED**, a public limited company registered under the Companies Act, 1956, having its registered office at 15 UGF, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having **PAN No. (AAACA0377R)** acting through \_\_\_\_\_, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated \_\_\_\_\_ hereinafter referred to as "**Promoter**"/"**Vendor**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

**2. IDENTITY BUILDTECH PRIVATE LIMITED**, a company registered under the Companies Act, 1956, having its registered office at 110, Indra Prakash Building, 21 Barakhamba Road, New Delhi 110001, having PAN No. (\_\_\_\_\_) acting through \_\_\_\_\_, who has been duly authorized to execute the present Sale Deed vide the Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Owner -1/Confirming Party-1**") (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

**3. AGRO GOLD CHEMICALS INDIA PRIVATE LIMITED**, a company registered under the Companies Act, 1956, having its registered office at B-1/1345 VasantKunj, New Delhi, 110070, having PAN No. (\_\_\_\_\_) acting through \_\_\_\_\_, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Owner-2/Confirming Party-2**") (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

In this Agreement, the Confirming Party-1 and the Confirming Party-2 shall be collectively referred to as the "Confirming Parties"

In this Agreement, the Promoter and the Confirming Parties shall be collectively referred to as the "**Vendors**")

### IN FAVOUR OF

*[If the Vendee is a company]*

\_\_\_\_\_, (CIN No. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Vendee**"(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 Vendee 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* \_\_\_\_\_, herein referred to as the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Vendee is an Individual]**

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_) herein called the “Vendee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Vendee is a HUF]**

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

Hereinafter the Vendors and Vendee are collectively referred to as the “Parties” and individually as the “Party” as the contexts demand.

**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) “Booking Amount” or earnest money means 10 % of the Total Price of Unit/Apartment/Plot or Shop, as the case may be.
- (c) “Government” means the Government of the State of Haryana;
- (d) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (e) “Section” means a Section of the Act.

**WHEREAS:**

- A. The Confirming Parties collectively own 11.7 acres (approx) located at Village-Tikampur, Sector-103, Gurugram (Haryana) (hereinafter referred to as the said "Land").
- B. **Confirming Party-1**, is the absolute and lawful owner of the land (the said "Land"), as per the details given below admeasuring      Kanals      Marlas:

Detail of the land owned by Owner-1/Confirming Party-1:

Village	Rect. No.	Kila No.	Area (Kanal-Marla)
Tikampur	3	17/2/1	(4-15)
		24/2	(6-12)
		<b>Total</b>	<b>11-7</b>

Village	Rect No.	Kila No.	Area (Kanal-Marla)
Tikampur	7 8	2/2	(3-0)
		8/2	(7-0)
		9/1	(6-8)
		13	(8-0)
		18/2	(6-12)
		22/3	(4-0)
		22/2	(0-5)
		23/1/1	(0-8)
		23/1/2	(3-8)
		29	(0-8)
<b>Total</b>	<b>39-9</b>		

- C. Confirming Party-2 holds 1/6 share along with Confirming Party-1, which holds 5/6 share in the land admeasuring      Kanals      Marlas:

Village	Rect. No.	Kila No.	Area (Kanal-Marla)
Tikampur	8	4	(8-0)
		5/1	(3-12)
		6	(7-4)
		7	(8-0)
		14	(8-0)
		15	(7-12)
		27	(0-8)
<b>Total</b>	<b>42-16</b>		

- D. The said Land is earmarked for the purpose of a residential building project, comprising of \_\_\_ multistoried apartment(s)/building(s) including commercial complex, common area and facilities and the said Project shall be known as 'Ansals Highland Park' (hereinafter referred to as the "**Group Housing Project**" / "**Project**"), more particularly provided in **Schedule I** annexed herewith.

- E. The Owners 1 and 2/Confirming Parties have entered into a Joint Development Agreement dated 12.09.2012 with the Promoter to develop, promote and sell the Group Housing project. The Promoter and the Owners 1 and 2/Confirming Parties have obtained all necessary authorization and permissions to develop, promote and sell the said Group Housing Project.
- F. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said Land on which Project is to be constructed have been complied with.
- G. The District Town & Country Planning Haryana has granted the approval/sanction to develop the Project vide approval dated 18.04.2012 bearing license/sanction no. 32/2012.
- H. The Vendors agrees and undertakes that it shall not make any changes to these approved plans, except in strict compliance with Section 14 of the Act and other laws as applicable.
- I. The Vendors have registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula, Haryana on 31.07.2017 under registration no. \_\_\_\_\_.
- J. The Vendee had applied for an apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet/\_\_\_\_\_ square meter, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block /building] no. \_\_\_\_\_ (“**Building**”) along with stilt/basement parking no. \_\_\_\_\_ (if applicable) admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ vide an allotment letter dated \_\_\_\_\_ [Please insert the location of the garage/covered parking], 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 of Haryana (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A**, the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- 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 to 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 set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to

sell and the Vendee hereby agrees to purchase the Apartment alongwith parking (if applicable) as specified in the Para J above.

**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 Vendors agrees to sell to the Vendee and the Vendee hereby agrees to purchase the Apartment alongwith parking (if applicable) as specified in the Para J above.

1.2. The Total Price of the Apartment alongwith\_\_\_\_\_parking (if applicable) based on the carpet area is \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereinafter referred to as “**Total Price**”) as detailed below:

DESCRIPTION OF THE APARTMENT	*Rate of Apartment per square feet
Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area of Apartment _____ sq. ft. _____ sq.m. Garage/Covered Parking (if Applicable) _____	
<b>Total price (In Rupees)</b>	

**BREAKUP OF TOTAL PRICE OF THE APARTMENT**

PARTICULARS	AMOUNT (IN RUPEES)	RATE OF TAX	TAXES (IN RUPEES)	TOTAL AMOUNT (IN RUPEES)
Basic Price of Apartment				
External Development Charges (EDC)				
Infrastructure Development Charges (IDC)				

Preferential Location Charges (PLC), if any				
Garage/ Car Parking Charges, if any.				
Maintenance Charges				
Any other charges <hr/> (description)				
<b>Total</b>				

**\*NOTE:**

- Total Price per sq. ft. on Carpet Area is = Total Price Amount/Carpet Area in Sq. ft.
- Breakup of the amount i.e. towards EDC/IDC and PLC etc. is calculated on carpet area.
- The above mentioned Total Price includes cost of maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, the maintenance shall be charged as per clause 11.

**EXPLANATION:**

- (i) The Total Price as mentioned above includes the booking amount paid by the Vendee to the Vendors towards the Apartment alongwith parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc.) which may be levied, in connection with the development/construction of the Project paid/payable by the Vendors, up to the date of handing over the possession of the Apartment alongwith parking (if applicable) to the Vendee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purpose of such possession. It is clarified that in case the possession is offered by the Vendor and the same is not taken within 30 days from the date of such offer of possession then the Apartment shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/charges/levies etc.

Provided that in case there is any change/modification in the taxes/charges /fees/levies, etc., the subsequent amount payable by the Vendee to the Vendors shall be increased/reduced based on such change / modification:

Provided further that 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 Vendee;

Provided further that if by virtue of any government notification or any order of any court, Tribunal or Authority/direction, any amount, including tax, fee, charges or any other levy called by whatever name, becomes due and payable retrospectively, then the Vendee hereby undertakes to pay the same promptly after receiving an intimation from Vendors in this regard and in case of delay in such payment he shall be liable to pay interest at the rate as specified in Rules.

- (iii) The Vendors shall periodically intimate in writing to the Vendee, the amount payable as stated in (i) above and the Vendee shall make payment demanded by the Vendors within the time and in the manner specified therein. In addition, the Vendors shall provide to the Vendee 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 the Apartment along with parking (if applicable) includes recovery of price of the Land, development/construction of not only the Apartment but also the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, existing taxes/fees/levies, etc. , cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, flooring, 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 along with parking (if applicable) in the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Vendee 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 Vendors undertake and agree that while raising a demand on the Vendee for increase in development charges, cost/charges/fees/levies, etc. imposed by the competent authorities, the Vendors shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Vendee, 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 Vendee. However it is clarified that any increase in development charge/cost/taxes/fees/levies etc. imposed by the competent authorities with retrospective effect, the Vendee shall be liable to pay the same except the interest for the duration of delay, if any.
- 1.4 The Vendee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Vendors may allow, in its sole discretion, a rebate for early payments of installments payable by the Vendee by discounting such early payments of upto @ 10% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Vendee by the Vendors unless agreed upon by the Vendee.

Provided that in order to claim entitlement for rebate, the Vendee shall make payment of the installment at least 90 (ninety) days in advance from the date it becomes due and payable to the Vendors.

- 1.5 It is agreed that the Vendors 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 on 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 Vendee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

Provided that the Vendors may make such minor additions or alterations as may be required by the Vendee, 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, provided that such minor additions or alterations as per the requirement of the Vendee shall be on chargeable basis.

- 1.6 The Vendors shall confirm to the carpet area that has been allotted to the Vendee after the construction of the Building 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 Vendors. If there is reduction in the carpet area then the Vendors shall refund the excess money paid by Vendee within 90 (ninety) days with annual interest at the rate as specified in Rules, from the date when such an excess amount was paid by the Vendee. If there is any increase in the carpet area, which is not more than 5 (five) percent of the carpet area of the Apartment allotted to Vendee, the Vendors may demand that from the Vendee 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 Clause 1.2 of this Agreement.

- 1.7 Subject to Clause 9.3, the Vendors agree and acknowledge that the Vendee shall have the right to the Apartment along with parking (if applicable) as mentioned below:

- (i) The Vendee shall have exclusive ownership of the Apartment along with parking (if applicable);



- (ii) The Vendee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Rules, 2017 of the State. The Vendee 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 Vendor shall hand over the common areas to the association of vendees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion/ completion certificate from the competent authority as the case may be as provided under Rule 2(1)(f) of the Rules, 2017 of the State ;
- (iii) The Vendee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. Provided that the Vendee shall give 7 (seven) days advance notice in this regard to the Vendors and shall comply with all the safety norms and requirements while visiting the under construction Project.

1.9 The Vendors agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Vendee, which it has collected from the Vendee, 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 Vendors fails to pay all or any of the outstanding(s) collected by it from the vendee or any liability, mortgage loan and interest thereon before transferring the apartment to the vendees, the Vendors 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 Vendee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment along with parking (if applicable) at the time of application, the receipt of which the Vendor hereby acknowledge and the Vendee hereby agrees to pay the remaining price of the Apartment along with parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Vendors within the time and in the manner specified therein:

Provided that if the Vendee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate as specified in Rules.

## 2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendors abiding by the construction/development milestones, the Vendee shall make all payments, on written demand by the Vendors, 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 \_\_\_\_.

Provided that in case the cheque submitted by the Vendee towards payment of any installment or any other due payable by him/her is dishonored for any reason whatsoever, the Vendors shall notify about the same to the Vendee and the Vendee, within 15 (fifteen) days of receiving such intimation, shall deposit the entire cheque amount together with cheque dishonor charges and interest, with the Vendors. In case, the Vendee fails to make such due payments (including cheque dishonor charges and interest) within the period of 15 (fifteen) days, the Vendors shall be entitled to but not limited to initiating proceedings under Section 138 of the Negotiable Instruments Act, 1881, in addition to all such other remedies as are available under present Agreement as well as the applicable laws and the same shall also be treated as breach of the terms and conditions of this Agreement and the Vendors shall have the right to terminate the same in the manner provided in this Agreement.

For the purpose of making payments to the Vendor as per the payment plan, the Vendee may avail loans from the Financial Institutions/Banks to finance the Apartment. However, the Vendors shall not be responsible in any manner if a particular financial institution/Bank refuses to finance the Apartment to the Vendee on any ground. The responsibility of getting the loan sanctioned and disbursed as per the payment schedule and its repayment with interest accrued thereon to the financial institution/Bank will rest exclusively on the Vendee and under no circumstance the Vendors shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Vendors as per the schedule shall be ensured by the Vendee along with interest on delayed payments, if any. In case, where the Vendee has opted for long term payment plan arrangement with any Financial Institution/Banks, the Conveyance Deed of the said Apartment in favour of the Vendee shall be executed as per the terms of the tripartite agreement executed among the Vendee, Bank/financial institution and the Vendors.

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

- 3.1 The Vendee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with such permission, approvals which would enable the Vendors to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Vendee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. The Vendee shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Vendee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Vendee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors shall not be responsible towards any third party making payment/remittances on behalf of any Vendee and such third party shall not have any right in the allotment of the said Apartment in any way and the Vendors shall be issuing the payment receipts in favour of the Vendee only.

#### 4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

#### 5 TIME IS ESSENCE:

The Vendors shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment along with parking (if applicable) to the Vendee and the common areas to the association of vendees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017.

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

The Vendee has seen the proposed sanctioned building plan, project specifications, amenities and facilities of the Apartment along with parking (if applicable) and accepted the floor 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 Vendors.

The Vendors 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 Vendors undertake to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Building Code, 2017, Haryana Apartment Ownership Act, 1983 and Haryana Development and Regulation of Urban Areas Act, 1975 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 Vendors shall constitute a material breach of the Agreement.

#### 7 POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment - The Vendors agrees and understands that timely delivery of possession of the Apartment along with parking (if applicable) to the Vendee and the common areas to the association of vendees or the competent authority, as the case may be as provided under Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.

The Vendors assures to hand over possession of the Apartment for Residential usage along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "*Force Majeure*", order of any court, Tribunal or Authority, 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 Vendee agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the Apartment.

The Vendee agrees and confirms that, in the event it becomes impossible for the Vendors to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Vendors shall refund to the Vendee the entire amount received by the Vendors from the allotment as per RERA Rules. The Vendors shall intimate the Vendee about such termination at least thirty days prior to such termination. After refund of the money paid by the Vendee, the Vendee agrees that he/ she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession of the Apartment- The Vendors, upon obtaining the occupation certificate or part thereof of building blocks in respect of the Group Housing Project along with parking (if applicable) shall offer in writing the possession of the Apartment to the Vendee within three months from the date of above approval, to the vendees as per terms of this Agreement..

That the physical possession of the Apartment shall be given to the Vendee by the Estate Manager/Project Incharge of the Project only after the Vendee provides original Possession Memo issued by the Vendors, authorizing the Estate Manager/Project Incharge to hand over the physical possession to the Vendee. The Vendors shall issue such Possession Memo only after the Vendee has paid all the dues, deposited and signed all the requisite documents.

Provided that where the Vendors have applied for the occupation certificate by submitting the application and all other documents with the competent authority and neither any objection nor the occupation certificate has been received from the authority within 3 (three) months of such application, the Vendors shall offer in writing the possession of the Apartment to the Vendee as stated above.

The Vendors agrees and undertakes to indemnify the Vendee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Vendors shall provide to the Vendee copy (on demand) of occupation certificate or part thereof in respect of the Group Housing Project along with parking (if applicable) at the time of conveyance of the same. The Vendee, after taking possession or after 30 days from the date of offer of

possession, whichever is earlier, agree(s) to pay the maintenance charges as per Clause 11 and holding charges as determined by the Vendors/association of vendees/competent authority, as the case may be..

Provided that where the Vendors make the offer of possession of the Apartment to the Vendee but the Vendee fails to take the possession after completing all the formalities within 30 (thirty) days of such offer, the Vendee shall be liable to pay the maintenance charges and holding charges as described above after the expiry of thirty days from the date of such offer of possession.

- 7.3 Failure of Vendee to take Possession of the Apartment - Upon receiving a written intimation from the Vendors as per Clause 7.2, the Vendee shall take possession of the Apartment from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendee shall remit all the balance dues and interest, if any, standing against the said Apartment along with stamp duty and registration charges within the time period prescribed in the offer of possession letter. The Vendee shall also obtain No Objection Certificate/No Dues Certificate from the maintenance agency prior to seeking possession of the Apartment, where after the Vendors shall give possession of the Apartment to the Vendee as per terms and conditions of the Agreement.

In case, the Vendee fails to take possession within the time provided in Clause 7.2, such Vendee shall continue to be liable to pay maintenance charges and holding charges as specified in Clause 7.2.

Provided if the Vendee fails to take possession of the Apartment, even if all dues have been paid, within a period of 180 days from the date of offer of possession or any date, if extended by the Company in its sole discretion, the Company will not be responsible for deterioration in the condition of the Apartment and will hand over the physical possession on as is where is basis and any work or expense to improve on the condition of the Apartment will have to be carried out and borne by the Vendee itself.

- 7.4 Possession by the Vendee - After obtaining the occupation certificate/Part Occupancy Certificate of the building blocks in respect of the Group Housing Project and handing over physical possession of the Apartment along with parking (if applicable) to the vendees, it shall be the responsibility of the Vendors to hand over the necessary documents and plans, including common areas, to the association of vendees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017. Provided that it shall be the responsibility of the Vendee or the Association, as the case may be, to approach and collect the documents and plans, including common areas, from Vendor after receiving an intimation in this regard.

- 7.5 Cancellation by Vendee. - The Vendee shall have the right to cancel/with draw his allotment in the Project as provided in the Act:

Provided that where the Vendee proposes to cancel/withdraw from the Project without any fault of the Vendors, the Vendors herein is entitled to forfeit the

booking amount paid for the Allotment and interest component on delayed payment (payable by the Vendee for breach of the Agreement and non-payment of any dues payable to the Vendors). The rate of interest payable by the Vendee to the Vendors shall be at the rate as specified in Rules. The balance amount of money paid by the Vendee shall be returned by the Vendorsto the Vendeeas per RERA Rules.

- 7.6 Compensation - The Vendors shall compensate the Vendee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a “*Force Majeure*”, *order of any court, Tribunal or Authority* , Government policy/guidelines, decisions, if the Vendorsfails to complete or is unable to give possession of the Apartment alongwith parking (if applicable).

(i) in accordance with the terms of this Agreement, duly completed by the date of Completion; 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 Vendors shall be liable, on demand to the Vendee, in case the Vendee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate as specified in Rulesincluding compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that where if the Vendee does not intend to withdraw from the Project, the Vendors shall pay the Vendee, interest at the rate as specified in Rulesfor every month of delay, till the handing over of the possession of the Apartment, which shall bepaid by the Vendorsto the Vendeewithin 90 (ninety) days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represents and warrants to the Vendee as follows:

- (i) The Vendors have absolute clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and has the absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendors have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are encumbrances upon the said Land or the Project as per the details given below:



- [REDACTED]
- [REDACTED]
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project or phases, as the case may be, as well as for the Apartment being sold to the Vendee are valid and subsisting and have been obtained by following due process of law.

Provided that where any approval, licenses, sanctions and permissions issued by the competent authorities with respect to the Project or phases, as the case may be, have expired, the Vendors have/shall duly applied/apply for renewal of the same.

Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or phases, as the case may be, as well as for the Apartment and for the Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Vendors 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 Vendee created herein, may prejudicially be affected;
- (vi) The Vendors have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Vendee under this Agreement;
- (vii) The Vendors confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Vendee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the Apartment along with parking (if applicable) to the Vendee, common areas to the association of vendees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

The Vendors have duly paid/shall pay and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession letter in respect of the Apartment has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, Rules thereof, equipped with all the specifications, amenities, facilities as per the agreed

terms and conditions and common areas as provided under Rule 2(1)(f) of the Rules, 2017.

- (x) 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 Vendors in respect of the said Land and/or the Project, except those arising out of normal course of business of the Vendors in respect of the said Land and/or Project.

## 9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "*Force Majeure*", order of any court, Tribunal or Authority, Government policy/guidelines, decisions, the Vendor shall be considered under a condition of Default, in the following events:

- (i) Vendors fail to provide ready to move in possession of the developed Apartment along with parking (if applicable) to the Vendee within the time period specified in clause 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 Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or the part thereof has been issued by the competent authority;
- (ii) Discontinuance of the Vendors' 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 Vendors under the conditions listed above, Vendee is entitled to the following:

- (i) Stop making further payments to the Vendors as demanded by the Vendors. If the Vendee stops making payments, the Vendors shall correct the situation by completing the construction/development milestones and only thereafter the Vendee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Vendee shall have the option of terminating the Agreement, in which case the Vendors shall be liable to refund the entire money paid by the Vendee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate as specified in Rules within 90 (ninety) days of receiving the termination notice:  
Provided that where an Vendee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendors, interest the rate as specified in Rules, for every month of delay till the handing over of the possession of the Apartment along with parking (if



applicable), which shall be paid by the Vendorsto the Vendee within the period prescribed under the RERA Rules..

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

- (i) In case, the Vendee fails to make payments for 2 (two) consecutive demands made by the Vendors as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Vendee shall be liable to pay interest to the Vendorson the unpaid amount at the rate as specified in Rules;
- (ii) In case of Default by Vendee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Vendors in this regard, the Vendors may cancel the allotment of the Apartment along with parking (if applicable) in favour of the Vendee and refund the money paid to him by the Vendee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the Vendee for breach of the Agreement and non-payment of any due payable to the Vendors). The rate of interest payable by the Vendee to the Vendors shall be at the rate as specified in Rules. The balance amount of money paid by the Vendee shall be returned by the Vendors to the Vendee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Vendors arising out of the same shall thereupon, stand terminated. Provided that the Vendors shall intimate the Vendee about such termination at least 30 (thirty) days prior to such termination.

10 CONVEYANCE OF THE SAID APARTMENT:

The Vendors on receipt of Total Price of the Apartment along with parking (if applicable), shall execute a conveyance deed in favour of the Vendee preferably within 3 (three) months but not later than 6 (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 the Rules, 2017. However, in case, the Vendee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Vendee authorizes the Vendors to withhold registration of the conveyance deed in his or her favour till such stamp duty, registration charges, other ancillary charges are paid by the Vendee to the Vendors. In case, the conveyance deed cannot be executed because of any Force Majeure circumstances as listed above and the Vendee has paid stamp duty, lease rent, registration charges and any other incidental charges on demand from the Vendors or otherwise, the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp or other related charges are increased by the authorities then the Vendee will have to pay for the shortfall in such stamp or other related charges. Further, the Vendors shall not be liable to pay any interest or compensation to the Vendee for such delayed period.

11 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Vendors 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 vendees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The Total Price of the Apartment includes maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, such maintenance charges shall be calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees. The Vendee agrees to execute a separate agreement for maintenance, at the time of conveyance of the apartment, with the Vendor or the Association of the Vendees, as the case may be, and also deposit the interest free maintenance security amount, if any, as per the terms and conditions of maintenance agreement.

In case, the Vendee/association of Vendees fails to take possession of the said essential services within 30 days from the date of offer of possession as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Vendors have the right to recover such reasonable amount (calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees) as spent on maintaining such essential services.

12 DEFECT LIABILITY:

12.1 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 Vendors as per the Agreement for Sale relating to such development is brought to the notice of the Vendors within a period of 5 (five) years by the Vendee from the date of handing over possession, it shall be the duty of the Vendors to rectify such defects without further charge, within 90 (ninety) days, and in the event the Vendors' failure to rectify such defects within such time, the aggrieved vendees shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Vendors shall not be liable for any such structural/architectural/interior defect induced by the Vendee, by means of carrying out structural or architectural or interior changes from the original specifications/ design.

Provided further that, the Vendors shall not be liable for rectification of any such defect as stated above in case of the Vendee fails to take over possession of the Apartment within 180 days of the offer of possession of the same by the Vendors.

That the defect liability shall be limited to the effect in construction (i.e. structure) however, air cracks in plaster masonry and general wear and tear shall not be considered as structural defect. Defect liability shall not cover Force Majeure situations. The defect liability shall not be applicable on the bought-out items, most of which are covered under warranty by

manufacturers themselves. However, in the event of reoccurring problems with the bought-out items purchased from third party vendors which shall have warranties from their respective manufacturers the Vendors shall cooperate with the Vendee in rectifying such defects.

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

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, 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 Vendors/Vendee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved to be used by the association of vendees formed by the vendees, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Vendee shall, after taking possession, be solely responsible to maintain the Apartment along with parking (if applicable) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along with parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along with parking (if applicable) and keep the Apartment along with parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Vendee/association of vendees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Vendee 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 Vendee/association of allottees shall not store any hazardous or combustible goods in the Apartment along with parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Vendors/Vendee/association of vendees 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 Vendee/association of vendees shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.

15.3 The Vendee/association of vendees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors and thereafter the association of vendees and/or maintenance agency appointed by association of vendees/competent authority. The Vendee shall not install, operate and/or use generator set of any size/kind within the apartment. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Vendee shall not, without appropriate permission from the concerned authority and prior intimation to the Vendors, sink, drill, install and/or commission any well/bore well/tube well within or anywhere outside the area of the Apartment allotted to him/her as the case may be.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Vendors undertake 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 as provided for in the Act and relevant Rules.. Therefore, the Vendors may make additions or put up additional structure(s) after taking the necessary approvals from the competent authority and minimum required consent of the Vendees in the project as provided for in the Act and relevant Rules.

18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendors execute this Agreement he shall not mortgage or create a charge on the Apartment along with parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Vendee who has taken or agreed to take such Apartment along with parking (if applicable). However, if any such charge is/are created then the Vendor shall duly intimate the Vendees about the same.

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

The Vendors have assured the Vendee that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/byelaws, instructions/guidelines and decisions of competent authority prevalent in the State. The Vendors hereby are showing the detail of various compliance of above as applicable:

Details of approvals/compliances to be provided:

- A.
- B.
- C.
- D.

20. BINDING EFFECT:

By just forwarding this Agreement to the Vendee by the Vendors does not create a binding obligation on the part of the Vendors or the Vendee until, firstly, the Vendee 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 Vendee and secondly, the Vendee and the Vendors have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If the Vendee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Vendee and further execute the said Agreement and register the said Agreement, as per intimation by the Vendors, then the Vendors shall serve a notice to the Vendee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Vendee, application of the Vendee shall be treated as cancelled and all sums deposited by the Vendee in connection therewith including the booking amount shall be returned to the Vendee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Vendee to get this Agreement executed, the Vendee does not come forward or is incapable of executing the same, then in such a case, the Vendors shall have an option to forfeit 10 (ten) percent of the booking amount.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any

and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment and parking (if applicable).

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON VENDEE/SUBSEQUENT/ VENDEES:

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

For the purpose of above, it is clarified that Vendee may assign its rights to any third party as per the terms and condition of present agreement on payment of applicable administrative charges and also subject to prior intimation and permission of the Vendors and as per the governing laws of land. However, the Vendors shall have first lien and charge on the said Apartment for all pending/outstanding dues and/ or that may hereafter become due and payable by the Vendee to the Vendors, in the event of the Vendee parting with his/her interest by creating any third party interest in the said Apartment.

24. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Vendors may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Vendee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Vendee that exercise of discretion by the Vendors in the case of one Vendee shall not be construed to be a precedent and /or binding on the Vendors to exercise such discretion in the case of other vendees. It is further agreed between the parties that such waiver may be subject to such terms and conditions as agreed between the parties at the time of waiver.

25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Actor the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed

amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Vendee has to make any payment, in common with other vendee(s) in Project, the same shall be the proportion which the area/carpet area of the Apartment and parking (if applicable) bears to the total area/carpet area of all the apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. It is also agreed that the cost of the registration of present agreement shall be borne by the Vendee.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Vendors through its authorized signatory of the Vendors' office or at some other place which may be mutually agreed between the Vendors and the Vendee in Gurugram. After the Agreement is duly executed by the Vendee and the Vendors or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at [REDACTED] (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Gurugram Haryana. The Courts/Forum(s) at Gurgaon, Haryana alone shall have jurisdiction to entertain any dispute with regard to the present Agreement.

29. NOTICES:

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

[REDACTED] Name of Vendee  
[REDACTED] (Vendee Address)

Ansal Housing and Construction Limited (Promoter's name)  
15 UGF Indraprakash, 21 Barakhamba Road (Promoter's Address)

New Delhi, 1100001

Identity Buildtech Private Limited (Owner-1/Confirming Party-1's name)  
110, Indraprakash, 21 Barakhamba Road (Owner-1/Confirming Party-1's Address)  
New Delhi, 1100001

Agro Gold Chemicals India Pvt. Limited (Owner-2/Confirming Party-2's name)  
B-1/1345, VasantKunj, (Owner-2/Confirming Party-2's Address)  
New Delhi, 110070

It shall be the duty of the Vendee, Promoter and the Owners/Confirming Parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendee, Promoter and the Owners/Confirming Parties, as the case may be.

30. JOINT VENDEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

33. DISPUTE RESOLUTION:

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



terms of the application, allotment and/ or Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties may be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator jointly appointed by the Vendors and the Vendee and arbitrator's decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Vendee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendee: (including joint vendees)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_  
Name- Ansal Housing Construction Limited  
Address- 15 UGF Indraprakash, 21 Barakhamba Road, New Delhi, 110001  
At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Owner-1/Confirming Party-1:

(1) Signature (Authorised Signatory) \_\_\_\_\_  
Name- Identity Buildtech Private Limited  
Address- 110, Indraprakash, 21 Barakhamba Road, New Delhi, 110001  
At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Owner-2/Confirming Party-2:

(1) Signature (Authorised Signatory) \_\_\_\_\_  
Name- Agro Gold Chemicals India Pvt. Limited  
Address- B-1/1345, VasantKunj, New Delhi, 110070

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

WITNESSES:

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

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

[The Schedule to this Agreement for Sale shall be as between the Parties]  
Schedule-I

DESCRIPTION OF THE PROJECT

Schedule A- PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Schedule B- FLOOR PLAN OF THE APARTMENT

Schedule C- PAYMENT PLAN

Schedule D -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THEAPARTMENT)

Schedule E. SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)