

AGREEMENT FOR SALE

This Agreement for Sale/ Plot Buyer Agreement ("**Agreement**") is executed at [•], on this [•] day of [•], 2021;

By and amongst

Good Earth Plotted Development Private Limited (formerly known as Raj Buildwell Private Limited)¹, CIN: U70109DL2006PTC149373, a company registered under the provisions of the Companies Act, 1956, having its registered office at 41A, Ring Road, Lajpat Nagar –IV, Captain Gaur Marg, New Delhi – 110024, through its Authorized Signatory namely Mr. [•], duly authorized in this behalf vide board resolution passed in the board meeting held on [•] (hereinafter referred to as the "**Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

And

[If the Allottee (s) is a company]

[•], (CIN No. [•]), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [•], (PAN [•]), represented by its signatory, [•], authorized (Aadhar No. [•]) duly authorized vide board resolution passed in the board meeting held on [•] (hereinafter referred to as the "**Allottee (s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[Or]

[If the Allottee (s) is a Partnership]

[•], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN [•]), represented by its authorized partner, [•], (Aadhar No. [•]) authorized vide [•] (hereinafter referred to as the "**Allottee (s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[Or]

[If the Allottee (s) is an Individual]

Mr. /Ms. [•], (Aadhar no. [•]) son/daughter of [•], aged about [•], residing at [•], (PAN [•]) (hereinafter called the "**Allottee (s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Or]

[If the Allottee (s) is a HUF]

Mr. [•], (Aadhar no. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/residence at [•], (PAN [•]) (hereinafter referred to as the "**Allottee (s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

INTERPRETATION.

1. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
2. The captions and headings used in this Agreement are for easy reading and convenience and are of

¹ Mr. Rao Inderjeet Singh shall be the Promoter for the plots bearing no. _____ to _____.

indicative nature only. These in no way define, limit or describe the scope of the Agreement or the intent of any provision hereof. The true interpretation of any matter or clause in the Agreement shall be done by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of captions provided;

3. Any references to recitals, clauses or annexures or schedules, are, unless the context otherwise requires, references to recitals, clauses, annexures or schedules to this Agreement;
4. Any reference to days, months and years are to calendar days, calendar months and calendar years, respectively;
5. Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form;
6. Any reference to a law shall include such law as from time to time enacted, amended, supplemented or re-enacted and shall also include any rules, bye-laws, notifications, orders etc. as may be relevant;
7. The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any Government Authority or any other entity or organization;
8. To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application form or the Allotment Letter, the provisions of this Agreement will prevail.
9. Any reference to the phrase 'handing over the possession of the Plot, 'taking over the possession of the Plot or any similar phrase shall mean:
 - (i) actual physical handover of the possession of the Plot in favour of the Allottee (s), or
 - (ii) expiry of the period, for taking the possession of the Plot by the Allottee (s), as prescribed in the Final Offer Letter, whichever is earlier; and
10. The words "include" and "including" are to be construed without limitation.
11. Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
12. Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself', etc. whenever the reference is to female Allottee (s). These expressions shall be deemed to be modified and read accordingly, whenever the Allottee (s) is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
13. Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Article, Recital or provision in which the said term has been used, unless the context otherwise requires.
14. The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

DEFINITIONS.

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

- (i) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Rules made thereunder as amended time to time;
- (ii) "**Agreement**" shall mean this Plot Buyer Agreement along with all its schedules, as amended from time to time;
- (iii) "**Allottee (s)**" shall have the meaning as ascribed to it in the title Clause;

- (iv) **"Applicable Laws"** shall mean current applicable statutes, enactments, acts of legislature or Parliament laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, rule, judgment, notification, decree, consents, directions, directives, orders or regulations or other governmental or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (v) **"Application"** shall mean the Application form bearing no. [•] dated [•], through which the Allottee (s) applied for allotment of the Plot in the Project on the terms and conditions contained therein.
- (vi) **"Applicable Taxes"** means all taxes, duties, levies, imposts including GST, Cess or any other taxes and/or cesses, stamp duty, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, by whatever name called, together with any interest, levies, penalties, surcharges or fines relating thereto due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in connection with the Project;
- (vii) **"Association"** shall mean the association of the Allottee (s) in Project, by whatever name called, that may be formed by the Promoter under the Applicable Laws;
- (viii) **"Authority"** means Haryana Real Estate Regulatory Authority constituted under the Act;
- (ix) **"Booking Amount"** shall mean 10% (ten percent) of the Total Price of the said Plot;
- (x) **"Cess"** shall mean any applicable cess, existing or future on the supply of goods or services or both;
- (xi) **"Common Areas"** shall mean all such parts/ areas, as shall be specified by the Promoter and which the Allottee (s) shall use on a shared, non-exclusive basis along with other Allottee (s)/ occupants of the Project. Such areas are more detailed in **Schedule D** given hereunder
- (xii) **"Conveyance Deed"** shall mean the deed of conveyance which shall convey the title of the Plot in favour of the Allottee (s) in accordance with this Agreement;
- (xiii) **"Development Charges"** shall mean and include the amount payable by the Allottee (s), on account of internal and external development charges including but not limited to the following:
 - (a) External Development Charges (EDC); and
 - (b) Infrastructure Development Charges (IDC);
- (xiv) **"DTCP"** shall have the meaning as ascribed to it in Recitals;
- (xv) **"ECC"** means the electricity connection charges payable by the Allottee (s) on account of the following: means electric connection charges i.e., the cost payable to cover the cost of DHBVN for the service, connection, service lines, sub-station equipment, cost of DG set(s), transformers, electric panels, cost of area under the subject installation, security deposits, cost of Bank Guarantee(s) furnished etc.
- (xvi) **"Electricity Service Provider"** shall mean Dakshin Haryana Bijli Vitran Nigam Limited or any other appropriate electricity service provider in the area;
- (xvii) **"FEMA"** shall mean Foreign Exchange Management Act, 1999 and rules and regulations made thereunder;
- (xviii) **"Force Majeure"** shall mean as defined in Clause 7.1 of this Agreement;
- (xix) **"GST"** shall mean any tax imposed on the supply of goods or services or both under GST Law;
- (xx) **"Governmental Authority"** shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organisation to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or

other organisation have the force of Applicable Laws or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country;

- (xxi) "**GST Law**" shall mean Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Service Tax Act and State Goods & Service Tax Act and all related ancillary legislations, rules, notifications, circulars;
- (xxii) "**Land**" shall have the meaning as ascribed to it in the Recitals;
- (xxiii) "**Maintenance Agency**" means a company, firm, society, trust, association or such other persons as may be appointed by the Promoter or the Association who shall carry out the maintenance and upkeep of the Project and who shall be responsible for providing the maintenance services within the Project;
- (xxiv) "**Maintenance Charges**" means the periodic charges payable by the Allottee (s) to the Promoter/ Association / Maintenance Agency/ competent authority, as the case may be, in advance for such period as may be decided by the Promoter/ Association/ Maintenance Agency/ competent authority, as the case may be. The same shall be paid by the Allottee (s) in accordance with the demands raised by the Promoter/ Association/ Maintenance Agency/ competent authority, as the case may be, for the maintenance and upkeep of the Project but does not include: (a) the charges for utilities on the Plot including but not limited to electricity, water, internet, gas etc.; and (b) any statutory payments, taxes or levies with regard to the Plot/ Project. The details of Maintenance Charges and its mode of payment shall be more elaborately described in the maintenance agreement;
- (xxv) "**Non Refundable Amount**" means and includes (i) interest on any overdue payments; (ii) brokerage paid by the Promoter to the broker in case the booking is made by the Allottee (s) through a broker; (iii) any taxes paid by Promoter to any Governmental Authority; (iv) subvention cost (if the Allottee (s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank; (v) administrative charges as per Promoter's policy; (vi) any other taxes, charges and fees payable by the Promoter to the Governmental Authorities included but not restricted to the Pass Through Charges;
- (xxvi) "**Other Charges**" shall have the meaning as ascribed to it in the **Schedule B** given hereunder;
- (xxvii) "**Pass Through Charges**" means all charges, fees, taxes/ duties, or any other impositions as may be levied by any Governmental Authority, sinking fund, meter charges, ECC, IFMSD, sinking fund, meter charges, ECC, individual electricity meter charges, water connection charges to the Plot, sewerage connection charges to the Plot, legal documentation charges, GST, advance Maintenance Charges, property tax, land under construction tax, or any future increases thereof or impositions by any Governmental Authority;
- (xxviii) "**Payment Plan**" shall mean the payment plan as appended in **Schedule C**;
- (xxix) "**Plot**" shall mean and include the said plot bearing no. [•], Block no. [•], having a tentative area [•] Sq. Mtrs./ [•] Sq. Yards (approx.), in the Project, named as "One Good Earth", situated in the revenue estate of Village Fazilpur Jharsa, Sector 71, Tehsil Badshahpur , District Gurugram, Haryana, being developed by the Promoter in terms of sanctioned layout/ zoning plan dated July 08, 2021, bearing No. DTCP- 7817, issued by the DTCP, as stated in **Schedule E** hereto;
- (xxx) "**Policy**" means Haryana Affordable Plotted Housing Policy, 2016 (Deen Dayal Jan Awas Yojana) notified by Government of Haryana vide Notification No. PF-27A/6521 dated April 01, 2016 and any amendments thereto;
- (xxxi) "**Project**" shall have the meaning as ascribed to it in Recitals;
- (xxxii) "**Promoter**" shall have the meaning as ascribed to it in the title Clause;
- (xxxiii) "**RBI**" shall mean the Reserve Bank of India;
- (xxxiv) "**Rules**" shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017 along with any

regulations, as amended time to time; and

(xxxv) "**Total Price**" shall have the meaning as ascribed to it in the **Schedule B** given hereunder.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the land admeasuring 87 Kanal 03 Marlas (10.89 acres), comprised in Rectangle no. 11, Khasra nos. 6 (8-0), 7/1/2 (4-10), 15/2 (7-14), 16/1/1 (1-14); and Rectangle no. 12, Khasra nos. 1/2 (3-19), 2 (6-3), 3 (7-11), 8 (8-0), 9 (8-0), 10/1 (3-4), 10/2 (4-16), 11 (8-0), 12/1 (6-13), 12/2 (1-7), 20/1 (7-12), situated in the revenue estate of Village Fazilpur Jharsa (Sector 71) Tehsil Badshahpur, District Gurugram, Haryana vide sale deed dated September 21, 2007, bearing document no. 13336 and sale deed dated October 22, 2007, bearing document no. 15168. Further, the Promoter and Mr. Rao Inderjeet Singh, have entered into a collaboration agreement dated April 15, 2021, bearing document no. 610, duly registered in the office of Sub- Registrar, Badshahpur on April 15, 2021, executed for land admeasuring 22 Kanal 06 Marla (2.7875 acres) comprised under Rectangle no. 11, Khasra nos. 3/2/2 (3-12), 4 (7-11) and 5 (7-11) and Rectangle no. 12, Khasra nos. 1/1 (3-12), situated in the revenue estate of Village Fazilpur Jharsa (Sector 71) Tehsil Badshahpur, District Gurugram, Haryana;
- B. The Promoter has obtained the license bearing no. 33 of 2021 dated July 08, 2021 ("**License**") from the office of Director Town and Country Planning, Haryana ("**DTCP**") for plotted development over the aforesaid land admeasuring 109 Kanal 09 Marlas (13.6775 acres) ("**Land**") under the Policy i.e. '*the Deen Dayal Jan Awas Yojana*' i.e. Haryana Affordable Plotted Housing Policy, 2016 (Deen Dayal Jan Awas Yojana) notified by Government of Haryana vide Notification No. PF-27A/6521 dated April 01, 2016 ("**Policy**") and any amendments thereto, for affordable Plotted Housing Colony project under the name and style of "One Good Earth" ("**Project**");
- C. The Promoter has obtained the zoning plan approved from the office of DTCP, vide its memo bearing no. _____ dated _____. The Promoter agrees and undertakes that it will not make any changes to the approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- D. 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 Land on which the Project is to be constructed have been complied with;
- E. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram ("**Authority**") on [•] under registration No. [•];
- F. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The Allottee (s) has verified and the Promoter has allowed the Allottee (s) inspection of the Land, sanctioned plans, ownership records of the Land and other documents relating to the area, title, competency and all other relevant details and the Allottee (s) hereby acknowledges that the Promoter has readily provided all information and clarifications as required. The Allottee (s) has also not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Promoter or his/ its authorized representatives. The Allottee (s) has relied solely on his/ her personal judgment in deciding to enter into this Agreement and to purchase the said Plot. Further, the Allottee (s) is fully satisfied in all respects with regard to the area, right, title, all other stated facts, interest and authority of the Promoter to sell the Plot, enter into this Agreement and receive the Total Price.
- G. It has been categorically informed to the Allottee (s) that the recreational centre amenities & facilities (*if any*) being developed in the Project would be open for residents/ occupants of the Project after completion of the Project. The Project comprises of several blocks of plots along with common infrastructure, in terms of the Policy including commercial building;
- H. The Allottee (s) had applied for buying a residential plot in the Project vide application form no. [•] dated [•] ("**Application**"). The Allottee (s) confirms that he has applied for the purchase of the Plot

with full knowledge of the terms and conditions contained in this Agreement;

- I. On the said assurances, the Promoter has accepted the Application of the Allottee (s) and is willing to sell the plot bearing no. [•], Block no. [•], having a tentative area [•] Sq. Mtrs./ [•] Sq. Yards (approx.) (hereinafter referred to as the "**Plot**") along with the right in the Common Areas (as described under **Schedule D** hereto). The Plot has been more particularly described in the **Schedule A** hereto;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee (s) hereby agree to purchase the Plot as specified in Recital I 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 Promoter agrees to sell to the Allottee (s) and the Allottee (s) hereby agrees to purchase the Plot as specified in Recital I above.
- 1.2 The Allottee (s) acknowledges that the usage of the said Plot shall be and remain residential and the Allottee (s) shall use it for residential purposes only and strictly in accordance with the use permitted in the zoning plan/ approvals issued by the DTCP.
- 1.3 The Total Price for the Plot shall be Rs. [•] (Rupees [•] only) ("**Total Price**"), the details of which are mentioned in **Schedule B** hereto.

Plot No. [•] Block No. [•] Area of the Plot (in sq. mtrs.) [•]	Rate of plot per sq. mtrs. [•] (Basic sale price including EDC/ IDC and applicable taxes)
Total Price (in Indian rupees) [•]/-	

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount i.e. an amount equivalent to 10%(ten percent) of the Total Price.
- (ii) Allottee (s) hereby agrees to pay the Total Price and all Other Charges and dues as described in the **Schedule B** hereto and as per the Payment Plan (**Schedule C**) attached with this Agreement and in the manner specified therein, subject to other provisions of the Act and this Agreement.
- (iii) The Total Price as mentioned above includes Applicable Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which is/ may be levied, in connection with the development/ construction of the Project paid/ payable by the Promoter up to the date of handing over of possession of the Plot to the Allottee (s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/ modification in the taxes/ charges/ fees/ levies etc. or any imposition of GST, due to any reason whatsoever, the amount payable by the Allottee (s) to the Promoter shall be increased/ decreased based on such imposition/ 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 (s);

- (iv) The Promoter shall periodically intimate in writing to the Allottee (s), the amount payable along with the details of such taxes/ fees/ charges/ levies, etc., and the Allottee (s) shall make payment demanded by the Promoter within the time and in the manner specified in the demand letter. 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;
 - (v) The Total Price of Plot includes (i) recovery of price of land, development of the Project as per the specifications; (ii) EDC/ IDC; (iii) cost for laying of electricity infrastructure to the Common Areas; (iv) cost for laying water line, storm water line and sewage line in the Common Areas; (v) provision for rain water harvesting within the Project; (vi) provision for detection and firefighting equipment in the Common Areas; and (vi) cost for providing all other facilities, amenities and specifications to be provided within the Project, etc.- for each of (i) to (vi), the provision shall be as required under the Applicable Law. Provided, however, exceptions from the above shall be those specifically excluded elsewhere in this Agreement or **Schedule B** hereto, which are known to the Promoter as on date, but does not include (i) individual electricity meter charges; (ii) water connection charges to the Plot; (iii) sewerage connection charges to the Plot; (iv) stamp duty & registration charges of this Agreement and Conveyance Deed, documentation charges/ legal charges including statutory deposits, administrative charges for registration, transfer, endorsement, name addition/ deletion etc.; (v) preferential location charges (*if applicable*); and (vi) all other charges as detailed in Clause (vi) below as specifically excluded from the Total Price of the Plot and the same shall be payable by the Allottee (s) on demand by the Promoter.
 - (vi) In addition to the Total Price, the Allottee (s) hereby undertakes and agrees to pay the following:
 - (a) Maintenance Charges for maintenance of the Common Areas at the rates as may be specified by the Promoter;
 - (b) Interest Free Maintenance Security Deposit (IFMSD) of Rs. [•]/- (Rupees [•]Only);
 - (c) ECC Charges;
 - (d) Sinking fund of Rs. [•]/- (Rupees [•] Only);
 - (e) Proportionate charges for all enhanced Applicable Taxes.
 - (vii) In case, the ECC, water and sewerage connection charges to the Plot are paid by the Promoter to the competent authority, then in such cases, the same shall be paid/ reimbursed by the Allottee (s) to the Promoter without any demur or cavil. The Allottee (s) hereby agrees and understands that all such costs and expenses are over and above the Total Price and the Allottee (s) shall be solely liable for provision of electricity, water and sewerage connection to the Plot at his/ her/ its own cost and expenses.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee (s) hereby agrees to pay, due to increase on account of Development Charges or in terms as elsewhere provided and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of minimum wages, material, labour, etc. as necessitated by statutory changes which the Allottee (s) hereby agrees to pay. The Promoter undertakes and agrees that while raising a demand on the Allottee (s) 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 (s), which shall only be applicable on subsequent payments. Provided that if there is any 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 (s).
- 1.5 The Allottee (s) shall make the payment as per the Payment Plan set out in **Schedule C** ("Payment Plan"), without any delays or demur.
- 1.6 The Promoter may allow, in his/ its sole discretion, a rebate for early payments of instalments payable by the Allottee (s) by discounting such early payments for the period by which the respective instalment has been preponed subject to the due compliance of this Agreement by the Allottee (s). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee (s) by the Promoter unless agreed upon by the Allottee (s).
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned lay out/ demarcation-cum-zoning plans save and except the changes that may be compoundable within the provisions of the laws that may be applicable or 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 at his/ its sole discretion, may make such minor additions or alterations as may be necessary due to architectural requirement in respect of the Project, without the previous written consent of the Allottee (s) as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities under the Act or under any enactment/ rules/ regulations etc.

- 1.8 The Promoter shall confirm the final area of the Plot as per sanctioned lay out/ demarcation-cum- zoning plans that has been allotted to the Allottee (s) after the development of the Project and essential services is complete and after the completion/ part completion certificate (as the case may be) is granted by the competent authority. In case of change in the area of the Plot, the Total Price payable shall be recalculated upon confirmation by the Promoter. If there is any increase in the area which is not more than 5% (five percent) of the area of the Plot allotted to the Allottee (s), the Allottee (s) shall be liable to pay for the increased area or in case there is decrease in the area, rebate in the price for the decreased area will be allowed without interest. All these monetary adjustments shall be made at the time of offer of possession and at the same rate per sq. mtrs./ sq. yards as agreed in this Agreement.
- 1.9 Subject to Clause 9.3 and payment of the Total Price, the Promoter agrees and acknowledges that upon execution of the Conveyance Deed, the Allottee (s) shall have the right to the Plot as mentioned below:
- 1.9.1 The Allottee (s) shall have exclusive ownership of the Plot;
- 1.9.2 The Allottee (s) shall also have a right to use the Common Areas. The Allottee (s) shall use the Common Areas, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee (s) to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association/ competent authority after duly obtaining the completion certificate of the Project from the competent authority. The Parties hereunder agree that the Promoter shall have no liability, whatsoever, to maintain the Project in any manner, beyond the period of 5 (five) years from the date of issuance of completion certificate of the Project as required under the License.
- 1.9.3 The Allottee (s) has the right to visit the Project site to assess the extent of development of the Project and his/ her Plot with the prior written permission from the Promoter, keeping in view the health and safety guidelines/ measures/ procedures stipulated by the Promoter and fulfilment of requisite formalities at his own risk and consequences.
- 1.10 The Promoter agrees to clear requisite outstanding payments before handover of the physical possession of the Plot to the Allottee (s), which they have collected from the Allottee (s), for the payment of such outstanding (including municipal or other local taxes/ charges/ levies etc., 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 Plot) if any, to the concerned authority to whom they are payable. If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee (s) or any liability, mortgage loan and interest thereon before transferring the physical possession of the Plot to the Allottee (s), the Promoter agrees to be liable, even after the transfer of the Plot, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable.
- 1.11 The Allottee (s) has paid a sum of [•] (Rupees [•] only) towards the Booking Amount being part payment towards the Total Price of the Plot at the time of Application; the receipt of which the Promoter hereby acknowledges and the Allottee (s) hereby agree to pay the remaining Total Price and Other Charges as prescribed in **Schedule B** and, or anywhere in this Agreement, of the Plot as prescribed in the Payment Plan (**Schedule C**) or any other charges as may be demanded by the Promoter within the time and in the manner specified therein:
- Provided that if the Allottee (s) delays in making payments towards any amount which is due and payable, he/ she shall be liable to pay interest at the rate on such delayed payment prescribed under the Rules and under the Applicable Laws, from the due date on which such delayed amount was payable to the Promoter by the Allottee (s) till such amount is received by the Promoter, without prejudice to any other remedies available to the Promoter under this Agreement, to be exercised by the Promoter as per the Promoter's discretion.
- 1.12 The Allottee (s) fully understands and confirms that the Allottee (s) shall not derive any right towards any other lands, areas, facilities and amenities including but not limited to all commercial spaces in the Project,

including the plots earmarked for commercial development; etc., and as such, the same are specifically excluded from the scope of this Agreement. The Allottee (s) acknowledges that the ownership of such land, areas, facilities, amenities, commercial spaces, etc. shall vest solely with the Promoter, its associate companies, its subsidiaries and assignees; it alone shall have the sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to any other Person.

2. MODE AND TERMS OF PAYMENT.

- 2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction/ development milestones, the Allottee (s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of **"Master Account of The Project (100%)"** bearing Account no. **57500000256384** payable at HDFC Bank B-54A, Greater Kailash-1, New Delhi- 110048. TDS (if applicable) shall be deducted on all payments by the Allottee (s) at the applicable rates and the Allottee (s) shall submit the TDS Certificate certifying the deposit of tax with the competent authority not later than 30 (thirty) days from the date due for payment.
- 2.2 For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. The applicable bank charges for dealing of outstation cheque(s) shall be borne and paid by the Allottee (s).
- 2.3 In the event any cheque is dis-honoured by the bank for any reason whatsoever, then the same shall be treated as Allottee (s)'s Event of Default as defined under Clause 9.3 below, and the Promoter may at his/ its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at his/ its sole discretion, without prejudice to his/ its other rights, charge cheque dis-honour (i.e. bounce) charges of [Rs. [•]/- (Rupees [•] Only)] or any other amount as may be notified from time to time, with applicable taxes per event of dishonor/ bouncing and such other charges/ taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments and direct the Allottee (s) to issue demand drafts to the Promoter for all the future payments of the Total Price in accordance with the Payment Plan (**Schedule C**). The Allottee (s) confirms that payment of the aforesaid dis-honour charges shall be in addition to the liability of the Allottee (s) of payment of interest on the delayed payments as per the terms of this Agreement.
- 2.4 The Allottee (s) shall be issued an acknowledgement receipt by the Promoter against the demand draft/ cheque issued by the Allottee (s) subject to the clearance of the said demand draft/ cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee (s), irrespective of the fact that payment is being made by any other person or from any other account of any third party, on behalf of the Allottee (s).
- 2.5 The Allottee (s) further understands and agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/ notices to the Allottee (s) in respect of the payment obligations and other obligations of the Allottee (s) as set out in this Agreement to be met by the Allottee (s) and the Allottee (s) is required to adhere to the timelines and comply with all his/ her obligations on his/ her own.
- 2.6 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any demands remaining unpaid by the Allottee (s) under this Agreement, have a first charge/ lien on the Plot and the Allottee (s) shall not transfer his/ her rights under this Agreement, in any manner whatsoever, without making full payment of all due amounts payable by the Allottee (s) under this Agreement, to the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.

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

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS.

The Allottee (s) authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee (s) against the Plot, if any, in his/ her name and the Allottee (s) undertakes not to object/ demand/ direct the Promoter to adjust his/ her payments in any manner. The Allottee (s) further agrees, understands and confirms that all payments made by the Allottee (s) shall first be adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Total Price and thereafter towards the Other Charges.

5. TIME IS ESSENCE.

The time of punctual payment of instalments by the Allottee (s) as stated in the Payment Plan (**Schedule C**), and applicable stamp duty, and other charges and taxes payable under this Agreement and/ or as and when demanded, is the essence of this Agreement. 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 Plot to the Allottee (s) and the Common Areas to the Association or the competent authority, as the case may be, subject to the Allottee (s) completing the formalities as per the terms of this Agreement; complying with the representations, warranties and covenants under this Agreement and making payments as per the Payment Plan (**Schedule C**) and other dues as payable by the Allottee (s) in a time bound manner.

6. DEVELOPMENT OF THE PROJECT.

The Allottee (s) has seen, verified and has satisfied himself/ herself with the sanctioned layout plan/ The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed

by

the

[Pl

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

7. POSSESSION OF THE PLOT.

- 7.1 **Schedule for possession of the said** Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage - The Promoter agrees and understands that timely delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence

of the Agreement.

The Promoter assures to hand over possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be).

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 Plot** - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential/ Commercial/ Industrial/ IT Colony/ any other usage (as the case may be) alongwith parking (if applicable)] at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

- 7.3 (B) Procedure for taking possession of built-up Unit/ Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

- 7.4 Failure of Allottee to take Possession of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other 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 Plot/ Unit/

Apartment for Residential/ Commercial/ Industrial/ IT/ any other 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 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.5 Possession by the Allottee - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony/ IT Colony or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount 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.

7.7 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 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*”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable).

7.7.1 in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

7.7.2 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

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

- (i) The Promoter has the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land;
- (ii) The Promoter has disclosed the existing mortgages on the Project/ Land to the Allottee (s) and the Promoter has provided/ shall provide a copy of the requisite NOC from the lender regarding allotment of the Plot to the Allottee (s);
- (iii) All requisite approvals, licenses, permission issued by the competent authorities with respect to the Project, as well as for the Plot being sold to the Allottee (s) are valid and subsisting and have been obtained by following the process of law;
- (iv) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee (s) proposed to be created herein, may prejudicially be affected;
- (v) The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said Plot which will, in any manner, affect the rights of Allottee (s) under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee (s) in the manner contemplated in this Agreement;
- (vii) No part of the Land is owned by any minor and/or no minor has any right, title and claim over the same;
- (viii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of the Plot has been issued, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and rules thereof;
- (ix) No notice from the Governmental Authority or any other local body or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received by or served upon the Promoter in respect of the Land and/ or the Project;
- (x) All unsold and/ or un-allotted Plots, areas and spaces in the Project, shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted Plot(s) and shall be entitled to enter upon the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary; and
- (xi) The Promoter shall without any reference to the Allottee (s)/ Association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted Plot (s) and spaces therein, as it deems fit.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.

9.1 Subject to the Force Majeure, or any other conditions mentioned under Clause 7.1 and Allottee (s) complying with the terms and condition of this Agreement, the Promoter shall be considered under a condition of Default in the following events:

- 9.1.1 Promoter fails to offer possession of the developed Plot to the Allottee (s) within the time period specified in this Agreement within the stipulated time disclosed at the time of registration of the Project with the Authority including the extension of registration, if any.

For the purposes of developed plot, it shall mean the Plot, having provisions to avail water supply, sewerage, electricity, or any other amenities approved in the zoning plan, essential for habitable environment (as per guidelines of the Authority) and for the same the Promoter has obtained zoning plan;

- 9.1.2 Discontinuance of the Promoter's business as Promoter on account of suspension or revocation of their registration under the provisions of the Act or the Rules or regulations made thereunder.
- 9.2 In case of Default by the Promoter under the conditions listed above in Clause 9.1, the Allottee (s) is entitled to the following:

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

The Allottee (s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee (s) under any head whatsoever towards the purchase of the Plot except the Non-Refundable Amount, along with the interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee (s) does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the date of offer of possession of the Plot. The interest payable under this clause shall be adjusted at the time of offer of possession by the Promoter to the Allottee (s).

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

- 9.3.1 In case the Allottee (s) fails to make payments for 2 (two) consecutive demands made by the Promoter in the manner as prescribed under Payment Plan (**Schedule C**) annexed hereto, despite having been issued notice in that regard, the Allottee (s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- 9.3.2 In case of Default by the Allottee (s) under the condition listed above continues for a period beyond 90 (ninety) days from the due date of such payment, the Promoter may cancel the allotment of the Plot and refund the money paid to them by the Allottee (s) by forfeiting the Booking Amount and the Non-Refundable Amount along with interest component on the delayed payment. Upon such cancellation, the Allottee (s) shall be left with no right, title and interest in respect of the said Plot. The monies over and above the forfeited amount in terms of this Clause, shall be refunded to the Allottee (s) within 90 (ninety) days from the date of sale of the said Plot to any third party by the Promoter. On such default, this Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee (s) about such termination at least 30 (thirty) days prior to such termination. The Promoter shall also have the exclusive right not to give effect to the above, in case they so deem fit and may condone the delay in payment after charging interest along with any other penalty or administrative charges.

10. CONVEYANCE OF THE PLOT.

The Promoter, on receipt of Total Price as prescribed under **Schedule B** along with Other Charges, outstanding dues and interest; and upon execution of necessary documents in the format as requested by the Promoter, shall execute a conveyance deed in favour of Allottee (s) preferably within 3 (three) months but not later than 6 (six) months from the date of handover of possession of the Plot to the Allottee (s).

However, in case, the Allottee (s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the Final Offer Letter, the Allottee (s) authorizes the Promoter to withhold the execution/ registration of the Conveyance Deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee (s) to the Promoter, solely at the cost and consequences of the Allottee (s). The Allottee (s) hereby agrees and acknowledges that in case the Promoter is willing to execute the conveyance deed in favour of the Allottee (s) within the prescribed period mentioned herein and the Allottee (s) fails to comply the above terms for execution of the conveyance deed, then the Promoter shall not be liable for any claim, loss, damage, cost, etc. reason to such default by the Allottee (s). Further, the Allottee (s) unconditionally agrees to indemnify and keep indemnified the Promoter from all losses, claims, penalty etc. arising from the aforesaid default of the Allottee (s).

11. **NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT.**
- 11.1 Transfers/ assignment/ endorsement of the Plot shall be subject to the Policy, Applicable Laws, payment of the transfer/ administrative charges as applicable (subject to deduction of Applicable Taxes at applicable rate) per Sq. Yards of the area of the Plot by the Allottee (s) to the Promoter and execution of requisite undertakings and indemnities by the Allottee (s) and the proposed transferee(s) as may be required by the Promoter.
- 11.2 In the event, the Allottee (s) has obtained finance/ loan from any financial institution/ bank, then a no objection certificate/ letter from such financial institution/ bank shall be submitted to the Promoter, permitting the said assignment/ transfer by the Allottee (s). For avoidance of any doubt, any proposal for addition/ deletion of names as an Allottee (s) shall be deemed to be a transfer/ assignment/ endorsement of allotment and the Allottee (s) will be liable to pay transfer charges at the rate as applicable per Sq. Yards. of the area of the Plot. However, addition of name of Allottee (s) spouse, children, and parents shall attract [•] of such administrative charges and the Allottee (s) shall submit documentary evidence to prove that such Persons are related to him/ her.
- 11.3 In cases of transfer by way of succession, there shall be implication of [•] of such administrative charges, provided the legal heirs/ beneficiary(ies) of the Allottee (s) furnish relevant documents to the Promoter setting out their rights and entitlements in this regard, to the complete satisfaction of the Promoter.
- 11.4 In case of transfer/ assignment or transfer by way of succession, the Promoter shall, subject to there being no material breach of the Agreement by the Allottee (s), transfer the amounts received from the Allottee (s) to the credit of the transferee/ assigns / legal heirs / beneficiary (ies) of the Allottee (s), as the case may be.
- 11.5 The Allottee (s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination, novation.
- 11.6 All the provisions contained herein and the obligations arising hereunder in respect of the Plot shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary (ies) of the Allottee (s), as all obligations mentioned herein shall go along with the Plot for all intents and purposes.
- 11.7 The transfer/ assignment/ endorsement of the allotment of the said Plot by the Allottee (s) in favour of third party/ nominees may be permitted by the Promoter subject to fulfilment of all the following requisites:
- 11.7.1 Clearance of all outstanding monies payable in terms of this Agreement as on date of making such request;
- 11.7.2 receipt of written request from the Allottee (s);
- 11.7.3 payment of the administrative charges by the Allottee (s) on the rates as may be determined by the Promoter along with applicable taxes;
- 11.7.4 signing/ execution by the Allottee (s) of such documents/ applications as may be provided/ required by the Promoter;
- 11.7.5 the Allottee (s) obtaining no objection certificate from the Maintenance Agency, if any;
- 11.7.6 An affidavit cum undertaking from the assignee/ transferee undertaking to comply with all terms and conditions of this Agreement and executing such documents as may be required by the Promoter in this regard;
- 11.7.7 all such nomination/ transfer shall be subject to compliance of all Applicable Laws and notifications from the competent authorities from time to time; and
- 11.7.8 Any other documents, undertakings, indemnities as required by the Promoter.
- 11.8 Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on account of such nomination/ transfer/

assignment/ addition/ deletion of co-Allottee (s), it shall be the sole liability of the Allottee (s)/ such nominee/ transferee and such nominee/ transferee shall be bound by the terms and conditions of this Agreement.

11.9 Claims, if any, between the Allottee (s) and his/ her nominee/s as a result of any dispute amongst them for any reason, will be settled between themselves only; the Promoter shall not be party to it and in the event the Promoter incur any costs or expenses or losses because of any such dispute between the Allottee (s) and/or his/ her nominee(s), all such expenses or losses will be reimbursed by the Allottee (s) and/ or his/ her nominee(s), which will be over and above the administrative charges. The Allottee(s) hereby unconditionally agrees and undertakes to indemnify the Promoter for any loss, costs, claims or damages that they may incur due to any dispute in succession of the Plot to the legal heirs/ beneficiaries of the Allottee (s).

11.10 The Allottee (s) shall not assign, or to let in tenancy or transfer or part with the possession of the said Plot without taking 'No Dues Certificate' from the Promoter/ Maintenance Agency/ Association/ competent authority.

12. MAINTENANCE OF THE PROJECT.

12.1 The Promoter shall be responsible to provide and maintain essential services in the Project, at the cost of the Allottee (s), till the taking over of the maintenance of the Project by the Association or competent authority, as the case may be, upon the issuance of the completion certificate of the Project, for which the Allottee (s) shall execute separate maintenance agreement with the Promoter or the Maintenance Agency appointed by the Promoter as per the Promoter's standard format as and when called upon by the Promoter or its associates/ nominee. Maintenance Charges and costs, etc. shall be paid by the Allottee (s) as per the maintenance agreement. It is hereby clarified that the internal maintenance of the Plot or any building constructed over it shall be the sole and absolute responsibility of the Allottee (s) without any recourse from the Promoter, of any nature whatsoever.

12.2 The Allottee (s) agrees and understands that the monthly Maintenance Charges will be fixed by the Promoter/ Maintenance Agency at the time of offer of possession of the Plot to the Allottee (s). The Allottee (s) shall deposit the interest free maintenance deposit ("IFMSD") to ensure timely payment of total Maintenance Charges. The Promoter reserves his/ its right to increase the said deposit at his/ its sole discretion and the Allottee (s) undertakes to pay the same on demand by the Promoter. In case the Allottee (s) fails to pay the total Maintenance Charges by the due date or within the period mentioned in the notice, the Promoter or his/ its associates/ nominee shall appropriate these charges from IFMSD. Over and above the IFMSD, the Allottee (s) shall also keep deposited with the Promoter, the Sinking Fund, which shall be deposited prior to taking possession of the said Plot. The Promoter shall have full authority and power to appropriate the said Sinking Funds for replacement/ repair of fixed assets and in that event the Allottee (s) agrees to replenish the Sinking Fund upon demand by the Promoter.

12.3 It is agreed between the Parties that after the possession of the Plot has been handed over by the Promoter to the Allottee (s), then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Electricity Service Provider is pending and connection has not been allotted, then, the Promoter shall be authorized to provide electricity through DG Sets, subject to the requisite permissions from the competent authority; and the same shall be acceptable to the Allottee (s). The Allottee (s) undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the maintenance agreement during the period pending the grant of the electricity connection from the concerned authority for the Project. The Promoter shall raise invoices for the said purpose. The Allottee (s) hereby agrees and acknowledges that the rates of electricity provided from the DG sets may be revised periodically as per the discretion of the Promoter.

12.4 It is mutually agreed that the possession of the Common Areas as well as the Land shall remain with the Promoter who will maintain and upkeep the same on payment of Maintenance Charges, electricity and water charges from the Allottee (s), until the same are transferred to the Association or the competent authority in accordance with the provisions of law.

12.5 The Allottee (s) understands and agrees that the Promoter may, as may be required under the Applicable Laws, form an association for the entire Project along with the other owners in the Project, and register the same with the competent authority, as may be required.

- 12.6 The Allottee (s) hereby accepts that the provisions of such maintenance services, and use and access to the Common Areas shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic Maintenance Charges, sinking funds, etc. to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee (s) under this Agreement, maintenance agreement. The rates of Maintenance Charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee (s) agrees that, after taking possession of the Plot, the Allottee (s) shall be liable to pay all such Maintenance Charges, utility charges including but not limited to electricity charges, water charges, government taxes, etc. as may be payable for the Plot
- 12.7 The Allottee (s) acknowledges that the Promoter will be laying internal services in the Project viz. water lines, electrical lines, sewerage lines etc. and shall provide temporary connection to the Allottee, after the receipt of the due charges from the Allottee (s) as may be prescribed, to the extent permitted under the Applicable Laws. After completion of construction over the said Plot, connections to main lines of these services shall be obtained by the Allottee (s) at his/ her own cost and expenses, at the time of occupancy.
- 12.8 The Allottee (s) hereby acknowledges and understands that the occupancy certificate for the Plot would be a pre-requisite to the application of any connections related to sewerage/ any other connection on the Plot, as may be directed by the competent authority The Allottee (s) undertakes not to make any sort of tapping, tempering or unauthorized connections to the services laid by the Promoter and connections would be made by the authorized/ nominated persons/ agencies appointed by the Promoter only, at the cost and expenses of the Allottee (s). In case, any unauthorized tapping/ tempering/ unauthorized connections are detected, the Allottee (s) shall be solely liable for payment of penalty as assessed solely by the Promoter.
- 12.9 The Allottee (s) is aware that the common services such as sewerage, storm water drainage, water connection, power supply etc. are passing through or under the Plot and has no objection to it.

13. **DEFECT LIABILITY.**

It is agreed that in case any structural defect in the Plot, if any/ applicable, or any other structural defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee (s) from the date of issuance of the completion/ part completion certificate or issuance of the letter of handing over of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee (s) 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 defects that may have been induced by the Allottee (s), by means of carrying out any construction over the Plot or otherwise.

14. **RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS.**

The Promoter/ Maintenance Agency/ Association/ competent authority shall have the right of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association and/ or Maintenance Agency/ competent authority to enter into the Plot after giving due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

15. **USAGE.**

15.1 **Use of Basement and Service Areas-**

The basement(s) and service areas, if any, located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire- fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee (s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked and the same shall be

reserved for use by the Promoter, Maintenance Agency, Association, unless right of users for any specific purpose has been granted in favour of Allottee (s).

15.2 Usage of Plot-

The use of the said Plot by the Allottee (s) shall be subject to compliance of the house rules/ code of conduct as may be formulated and determined by the Promoter/ Maintenance Agency or Association or the competent authority. Further, the Promoter/ Maintenance Agency/ Association/ competent authority reserve the right to modify/ amend the house rules/ code of conduct and such modifications/ changes shall be binding on the Allottee (s) along with other occupants in the Project.

The Allottee (s) shall comply with Applicable Laws including but not limited to the provisions of the Haryana Apartment Ownership Act, 1983, municipal laws, The Haryana Development and Regulation of Urban Areas Act, 1975 and such other rules, regulations, notifications made there under, and approvals and permissions in respect of the Plot and the Project.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT.

- 16.1 Subject to Clause 13 above, the Allottee (s) shall, after taking possession, be solely responsible to maintain the Plot at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Plot, Common Areas in the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.
- 16.2 The Allottee (s)/ Association 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 anywhere in the Project or Common Areas. The Allottee (s)/ Association shall not store any hazardous or combustible goods in the Plot or place any heavy material in the Common Areas within the Project. The Allottee (s)/ Association 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.
- 16.3 The Allottee (s) specifically recognizes that the Plot allotted to him/ her is situated in a Project. The Allottee (s) is also aware that the Project shall require the maintenance and unless the Project is not provided the maintenance and the maintenance agreement is not executed thereof between the Allottee (s) and the Maintenance Agency/ Promoter/ Association/ competent authority, as the case may be, the full utility of the Project cannot be availed by the Allottee (s). It is for these, amongst other reasons, that the Allottee (s) has agreed to execute the maintenance agreement on the specific understanding that the right to use the Common Areas shall be subject to payment of Maintenance Charges by him/ her, amongst other charges, as determined by the Maintenance Agency and agreed by the Allottee (s) in the maintenance agreement. The Promoter, for the purposes of carrying out such maintenance for the Project, may employ/ hire a Maintenance Agency appointed for the said purposes. The Allottee (s) shall be required to enter into a separate maintenance agreement with the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance of the Project. The Allottee (s) agrees to comply with provisions of the maintenance agreement that may be entered into by him/ her with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by the Maintenance Agency.
- 16.4 The Allottee (s) further agrees and undertakes that he/ she shall:
- 16.4.1 deploy his/ her own employees/ resources in construction/ development of the building on the Plot;
- 16.4.2 ensure that the construction/ development on the Plot are performed according to the terms and conditions of the sanctioned building plans and the Applicable Laws;
- 16.4.3 ensure that (i) all the environment protection standards required at the construction site under the guidelines issued by National Green Tribunal are maintained; (ii) no pollution is caused in the vicinity; and (iii) no in-convenience is caused to any occupant of the Project, due to the construction activity over the Plot. The Allottee (s) hereby indemnifies the Promoter for any

loss, loss of life, damage, penalty, cost imposed over the Promoter due to any negligent act of the Allottee (s)/ his/ her contractors/ agents/ employees/ resources during the construction/ development of building on the Plot.

- 16.4.4 ensure that all precautions and safety methods are deployed at the construction site over the Plot;
- 16.4.5 Strictly observe all health, safety, environment policies, rules and instructions, while undertaking the construction works on the Plot, as directed by any governmental authority/ Promoter/ Maintenance Agency/ Association etc.; and
- 16.4.6 Comply with all the construction guidelines instructed/ imposed by the Promoter.
- 16.5 If any damage is caused to the adjoining Plot, Common Areas or to the Project on account of any act, negligence or default on part of the Allottee (s) or his/ her employees, agents, servants, guests, or invitees, the Allottee (s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or the Maintenance Agency or the competent authority, as the case may be.
- 16.6 The Allottee (s) is strictly prohibited from making any alterations or modifications in the Plot or outside the Plot to the structure or the services and systems laid out in the Project including any changes that would lead to disruption of services laid out in the Project or under the Plot for the use by one or more allottees in the Project.
- 16.7 The Allottee (s) further agrees and undertakes to make an interest free deposit of an amount of Rs. [•] (Rupees [•] Only) ("**Construction Security Deposit**") with the Promoter, to secure its performance and compliance of all Applicable Laws, rules, regulations for carrying out construction on the Plot and for obtaining the completion certificate.
- 16.8 The Allottee(s) further agrees and undertakes to abide by the Applicable Laws, rules, regulations with respect to the construction over the Plot and be liable for all liabilities, penalties, fines, levies, etc. in this regard. The Allottee (s) hereby agrees to keep the Promoter indemnified in this regard. In the event, there is any non-compliance of any of the Applicable Laws, rules, regulations with respect to construction over the Plot, then the Promoter shall at all times have the right to forfeit/ deduct amounts from the Construction Security Deposit.
- 16.9 Subject to the due compliance by the Allottee (s) of all the Applicable Laws, rules, regulations and this Agreement, the Promoter will refund the Construction Security Deposit subject to any deduction, forfeiture within 90 (ninety) days of submission of copy of the completion certificate and indemnity bond to the Promoter.
- 16.10 The Allottee (s) shall use the Plot only for residential purposes and shall not be put it to any other usage.
- 16.11 The Allottee (s) agrees that the Plot cannot be joined or consolidated or sub-divided or amalgamated with any other plot under the said Policy as clubbing of residential plots or approval of integrated zoning plan of two adjoining plots under same ownership is not be permitted under the Policy.
- 16.12 The Allottee (s) agrees to execute all documents/ agreements as per the Promoter's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Promoter in due course.
- 16.13 The Allottee (s) covenants that the information supplied/ furnished by him/ her in or pursuant to the allotment of the Plot is correct and all documents supplied for obtaining the allotment are authentic and genuine. In case any information given or Affidavit/ documents supplied, or representation made for obtaining the allotment is found to be false including quoting incorrect personal details or suppressing any material fact at any time whatsoever, the Promoter shall be entitled to forthwith reject/ cancel the allotment of the Plot and forfeit the Booking Amount and the Non-Refundable Amounts. In such an event, the Allottee (s) shall be left with no rights, title or interest of any nature in the said Plot and/ or the Project and/ or against the Promoter/ any of the directors or representatives and the Promoter shall be competent to use, utilize, deal with the aforesaid Plot without any hindrance or obstruction from the Allottee (s).
- 16.14 The Allottee (s) shall not use/ cause to be used the said Plot for any purpose that is prohibited, irregular, illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.

- 16.15 The Agreement including the Application should be signed by the Allottee (s), or his/ her registered power of attorney holder, who want(s) to book the Plot. Similarly, in the case of a company being an Allottee (s) applying for the allotment of Plot, a Person acting as an authorized personnel of the company shall sign the Agreement or any document including the application form.
- 16.16 The Allottee (s) shall indemnify and keep the Promoter and his/ its employees, agents, representatives, estates indemnified and harmless against all and any losses, damages or liabilities that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Allottee (s) as mentioned in this Agreement.
- 16.17 The Allottee (s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 16.18 The Allottee (s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Plot in the compound or Common Areas or any other portion of the Project.
- 16.19 The obligations undertaken by the Allottee (s) shall run with the Plot irrespective of the owner of the Plot for the time being and such obligations and terms shall survive the conveyance/ sale/ transfer of the Plot and be binding on the subsequent transferee, successors in interest and any Person claiming through the Allottee (s). The Allottee (s) shall be bound to disclose these conditions (including the conditions and restriction to transfer) in any document executed by the Allottee (s) in future and they shall in turn bind the transferees, successors in interest and/ or any Person claiming under them in the future and no owner shall, for the time being of the Plot shall be entitled to put up the defence of non- disclosure of, or lack of knowledge in this regard at any time.
- 16.20 The Allottee (s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES.

- 17.1 The Parties are entering into this Agreement for the allotment of Plot with the full knowledge of all laws, rules, and regulations, notifications applicable in the State and related to the Project.
- 17.2 The Promoter has made it expressly clear to the Allottee (s) that the rights of the Promoter in the Plot agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies). The Allottee (s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License granted by the said authority and shall also abide by the Laws applicable to the Plot and /or the Project.

18. ADDITIONAL CONSTRUCTIONS.

- 18.1 The Promoter undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan and specifications has been approved by the competent authority (ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority or any areas earmarked for any future development or other lands and legally acquired additional FAR, ground coverage and density etc., or as provided in the Act and this Agreement. However, pursuant to any notification/ amendment in the Policy, that may be applicable to the Project, the Promoter shall be entitled to undertake additional construction, the Allottee (s) hereby provides his/ her consent to such additional construction without any further recourse to the Allottee (s).
- 18.2 The Parties agree that the restriction under Clause 18.1 shall in no manner restrict the right of the Promoter to carry out construction and development of the Project at any place excluding the Plot, in one or more phases.
- 18.3 The Allottee (s) agrees and acknowledges that under the provisions of the Act, the Promoter is entitled to develop the Project in such number of phases as the Promoter deem appropriate, in compliance with the provisions of the Act and the Rules made thereunder and accordingly the Allottee (s) shall not interfere, restrict or create any nuisance or disturbance or objection to the construction and development of other phase(s) of the Project by the Promoter or claim any compensation or withhold the payment of maintenance and other charges, even after handing over the physical possession of the Plot to the Allottee (s) and/ or after receipt of the completion certificate for the phase of the Project of which the Plot of the

Allottee (s) is a part of.

- 18.4 The Promoter shall have absolute right, without requiring any approval or consent of the Allottee (s) to make any alterations, additions, improvements or repairs, ordinary or extraordinary in relation to any unsold plots in the Project and the Allottee (s) agrees not to raise objections or make any claims on this account from the Promoter.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.

- 19.1 After the Promoter execute this Agreement, it shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee (s) who has taken or agreed to take such Plot.

Notwithstanding the above, the Promoter may raise finance, loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/mortgage of the Land/ Project.

- 19.2 The Allottee (s) agrees that no lien shall be created against the Plot as a result of any money deposited hereunder by the Allottee (s) or otherwise in any manner by virtue of entering into this Agreement.
- 19.3 The Allottee (s) may obtain finance from any financial institution/ bank or any other source but the Allottee (s)'s obligation to purchase the Plot pursuant to this Agreement shall not be contingent on the Allottee (s)'s ability or competency to obtain such financing and the Allottee (s) would remain bound under this Agreement whether or not he or she has been able to obtain financing for the purchase of the Plot. The Allottee (s) agrees and has fully understood that the Promoter shall not be under any obligation of any nature whatsoever to make arrangement for the loan facilities to the Allottee (s) from any bank/ financial institutions. The Allottee (s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter as per the Payment Plan opted by the Allottee (s) in terms of this Agreement or the due instalments by the respective due date on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee (s) fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.
- 19.4 Furthermore, in every case where the Allottee (s) has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter, it is agreed by the Allottee (s) that any default by the Allottee (s) of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee (s) of this Agreement, whereupon or at the written request of such bank, financial institution or Person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement.
- 19.5 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the Plot, or where the Promoter has given his/ its permission to mortgage the Plot to any bank, financial institution or company for extending a loan to the Allottee (s) against the Plot, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee (s) and any such third party shall not have any right against the said Plot whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee (s). Notwithstanding the above, the Allottee (s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.

20. BINDING EFFECT.

By just forwarding this Agreement to the Allottee (s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee (s) until, firstly, the Allottee (s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee (s) and subsequently signed and executed by the Promoter. This Agreement shall not be binding on the Promoter until duly executed by the Promoter or through its authorized signatory. Also, the Allottee (s) shall have an obligation to appear for registration of this Agreement before the concerned Sub-Registrar- Badshahpur as and when intimated by the Promoter.

If the Allottee (s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days

from the date of its receipt by the Allottee (s) and/ or appear before the concerned Sub-Registrar for its registration as, and when intimated by the Promoter, it shall be construed as Allottee (s) event of default, then the Promoter shall serve a notice to the Allottee (s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee (s), Application of the Allottee (s) shall be treated as cancelled and all sums deposited by the Allottee (s) in connection therewith including the Booking Amount and the Non-Refundable Amount shall be forfeited.

21. **ENTIRE AGREEMENT.**

This Agreement, along with its preamble, recitals and schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous understandings, documents, communications, correspondences, emails, discussions, arrangements whether written or oral, if any, negotiations held between the Parties with respect to the said Plot (including but not limited to Application form and allotment letter) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoter, other than those contained in this Agreement.

22. **RIGHT TO AMEND.**

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

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE.**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee (s) in not making payments as per the Payment Plan (**Schedule C**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee (s) that exercise of discretion by the Promoter in the case of one Allottee (s) shall not be construed to be a precedent and/ or binding on the Promoter to exercise such discretion in the case of other Allottee (s).

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

25. **SEVERABILITY.**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee (s) has to make any payment, in common with other Allottee (s) in Project; the same shall be the proportion which the area of the Plot bears to the area of all the Plots in the Project.

27. **INDEMNITY.**

After taking possession of the Plot, the Allottee (s) shall abide by the terms of approvals and permissions

in respect of the said Plot / Project/ Land, as well as all Applicable Laws in respect of the same. The Allottee (s) shall be responsible for all deviations, violations or breach made by him/ her of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any such claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature that may be initiated/ raised by any competent authorities against the Promoter for default of/ breach of Applicable Laws of the competent authorities by the Allottee (s).

The Allottee (s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs, penalties and expenses of any kind or nature whatsoever including attorney's fees, costs and expenses incurred by or asserted against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee (s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance with (i) any of the provisions/ covenants or obligations or conditions of this Agreement, and/ or (ii) any representation or warranties or covenants of the Allottee (s) being false or incorrect and, or (iii) any misrepresentation/ concealment/ suppression of material facts made by the Allottee (s) and, or (iv) any other claim, cost or damage directly attributable to the obligation of the Allottee (s) under this Agreement or due to failure/ delay of the Allottee (s) to comply with his/ her obligations under the Applicable Laws and/ or of any of the provisions of this Agreement and/ or (v) termination of this Agreement by the Allottee (s) without any default/ delay on the part of the Promoter and/ or (v) due to failure of the Allottee (s) to execute and deliver this Agreement to the Promoter within the time prescribed in this Agreement; due to failure of the Allottee (s) to appear before the sub-registrar for registration of this Agreement and/or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee (s). Any claim so made shall be paid forthwith by the Allottee (s) to the Promoter without any delay. In the event of failure of payment of such damages/ compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts paid by the Allottee (s) with the Promoter under the terms of this Agreement.

28. 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.

29. PLACE OF EXECUTION.

The execution of this Agreement shall be complete only upon its execution by the Promoter through his/ its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee (s). Upon execution of this Agreement by the Allottee (s) and the Promoter, the said Agreement shall be registered as per provisions of the Registration Act, 1908, at Gurugram, Haryana within the 120 (one hundred and twenty) days of execution. Hence this Agreement shall be deemed to have been executed at Gurugram. Any penalty or cost levied on this Agreement by the concerned revenue department due to failure of registration of the same within the prescribed time period mentioned in the Registration Act, 1908 shall be solely borne by the Allottee (s).

30. NOTICES.

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

[•] Name of Allottee (s)
[•] (Allottee (s) Address)

M/s [•] Promoter's name
[•] (Promoter's Address)

It shall be the duty of the Allottee (s) and the Promoter to inform each other of any change in address

subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee (s), as the case may be.

31. **JOINT ALLOTTEE (S).**

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

32. **SAVINGS.**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee (s), in respect of the Plot, as the case may be, prior to the execution and registration of this Agreement for such Plot, 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.

33. **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.

34. **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 discussions, failing which the Parties shall mutually appoint a sole arbitrator to settle such disputes. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended. Reference to and pendency of Arbitration shall be without prejudice to the right of the Promoter to effect recovery of its dues under this Agreement. The decision of the Arbitrator shall be final and binding on the Parties. The language of Arbitration shall be English. The Arbitration proceeding expenses shall be equally shared between the Parties. The venue of Arbitration shall be at New Delhi.

The Courts, Tribunal, Quasi-Judicial Authorities at Gurugram alone shall have exclusive Jurisdiction in all matters arising out of, touching and/or concerning this Agreement regardless of the execution of this Agreement.

35. **ADDITIONAL TERMS.**

35.1 Since the Plot hereby proposed to be sold is part of the Project, the Allottee (s) assures that stringent measures to ensure security and safety be put in place. The Allottee (s) appreciates that wide powers be given to the Promoter/ Maintenance Agency/ Association/ competent authority, as the case may be, in this regard, and on his/ her part, undertakes that he/ she (and also those claiming under him) will render every possible assistance and co-operation.

35.2 The possession of the Common Areas shall remain with the Promoter who shall through the Maintenance Agency appointed/ to be appointed, as the case may be engaged by them, supervise the maintenance and upkeep of the same until those are transferred to the Association or the competent authority, as the case may be. It is hereby clarified that right of the Allottee (s) to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable.

35.3 Since the interest of the Allottee (s) in the Common Areas shall be undivided and cannot be separated; the Allottee (s) shall use the Common Areas harmoniously along with other Plot owners, maintenance team, etc., without causing any inconvenience or hindrance /annoyance to them.

35.4 The Allottee (s) shall take prior permission from the Promoter/ Maintenance Agency/ Association/ competent authority; and submit its proposal to carry out any construction over the Plot along with the copies of sanctioned building plans of the Plot approved by the competent authority.

35.5 It is understood by the Allottee (s) that as and when any plant and machinery within the Project, including

- but not limited to DG sets, electric supply systems, pumps, fire fighting equipments, any other plant/ equipment of capital nature, etc. require replacement, up gradation, additions, repair, etc., the cost thereof shall be contributed by all the Allottee (s) in the Project, on pro-rata basis. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions, repair, etc. including its timings or cost thereof and the Allottee (s) agrees to abide by the same.
- 35.6 The Allottee (s) shall have no right to make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/ or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere in the Project.
 - 35.7 The Allottee (s), his/ her visitors or tenants (or anyone claiming under him/ her shall not deface walls, smoke, litter or spit in the Common Areas. It is agreed by the Allottee (s) that the Promoter/ Maintenance Agency has the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Allottee (s) and in the event of violation of such rules/ instructions the Promoter/ Maintenance Agency may impose fine or other impediments as the Promoter/ Maintenance Agency deems fit.
 - 35.8 It is expressly understood that the internal security of the said Plot, shall be the sole responsibility of the Allottee (s). In other words, it is in the interest and for the safety and security of the Allottee (s) that proper safeguards be provided to prevent entry of unauthorized person/s into the Project, including the Common Areas, and to give an effective hand to the Promoter/ the Maintenance Agency to deal with unlawful entrants, loiterers, peddlers, etc. and also to enable them in particular and Allottee (s)/ lawful occupants of the various Plots in general, to deal more effectively with the security issues in the said Project and maintenance of order therein, the entry be regulated.
 - 35.9 The Allottee (s) agrees and understands that if the Promoter or the Maintenance Agency decides to apply for and thereafter receives permission, from Electricity Service Provider or from any other body/ Commission/ regulator/ licensing authority constituted by the Government of Haryana to receive and distribute bulk supply of electrical energy in the Project, then the Allottee (s) undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all charges paid/ payable by the Promoter to Electricity Service Provider/ any other body/ commission/ regulator/ licensing authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid sale consideration of the said Plot payable by the Allottee (s) and the conveyance of the said Plot shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee (s) or the Promoter shall be entitled to withhold/ disconnect supply of electricity to the said Plot till full payment of such charges is received by the Promoter or Maintenance Agency. Further in case of bulk supply of electrical energy, the Allottee (s) agrees to abide by all the condition of sanction of bulk supply including but not limited to waiver of the Allottee (s) right to apply for individual/ direct electrical supply connection directly from Electricity Service Provider or any other body responsible for supply of electrical energy.
 - 35.10 The Allottee (s) shall from time to time sign all applications, papers, documents, maintenance agreement, service agreement and all other relevant papers, as required, in pursuance to this Agreement and do all the acts, deeds and things as the Promoter/ Maintenance Agency may require for safeguarding the interests of the Promoter and other Plot owners in the Project or required in any compliance of any statutory provisions existing in present or which may come in force in future.
 - 35.11 The Allottee (s) accepts that as the Promoter would be investing substantial amount for development of the Project, any default of non-payment, delayed payment by the Allottee (s) can not only be compensated by paying interest. Further such delay in payment may also lead to delay in completion of the Project as the Allottee (s) understands that the Promoter would be developing the Project on assurance of the Allottee (s) to make the payment in time. As such the Allottee (s) shall keep the Promoter indemnified and the Promoter shall not be held responsible or liable for delay in delivery of Project due to default of the Allottee (s).
 - 35.12 Further in the event of the Allottee (s)'s default in fulfilling his/ her obligations, notwithstanding any right available to the Promoter under the Act, the Promoter shall also be entitled to get specific performance of this Agreement at the costs and expenses of the Allottee (s).
 - 35.13 It is agreed that for all intents and purposes, the liability of the Promoter to pay any delay compensation (if any) shall cease upon the Promoter duly applying for the completion/ part completion certificate and the time taken by the competent authorities to issue the completion/ part completion certificate shall not

be deemed to be delay on the part of the Promoter as such delay cannot be attributed.

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SCHEDULE A

Description of the Plot

Plot bearing No. [•], Block No. [•], area admeasuring [•] Sq. Mtrs. (approx.) ([•] Sq. Yards), [•], in the Project, named as "[•]", situated in the revenue estate of Village Fazilpur Jharsa, Sector-71, Tehsil Badshahpur, District Gurugram, Haryana.

SCHEDULE B**Description of Total Price****DETAILS OF TOTAL PRICE AND OTHER CHARGES in Rs**

Particulars	Amount	GST	Total
Basic Sale Price (BSP) including EDC/ IDC			
Preferential Location Charges (if applicable)			
Applicable Taxes: _____			
<u>Other Charges</u>			
<u>Total Price (In Rs.)</u>	_____		
<u>OTHER CHARGES (In Rs.)</u>			
Particulars	Amount	GST	Total
ECC Charges			
Individual Electricity Meter Charges (if any)			
Water Connection Charges to the Plot			
Sewerage Connection Charges to the Plot			
Stamp duty and Registration Charges for this Agreement and Conveyance Deed			
Legal documentation charges			
One year Advance Maintenance Charges			
IFMSD			
Sinking Fund (if any)			
BOCW charges (if any)			
[Any additional Charges]			
Total Others Charges			

SCHEDULE C

Payment Plan

Down Payment Plan

Particulars	Percentage (%)
At the time of Application for Booking	10% of Total Price
Within 60 days of Booking (After execution of Agreement to Sell)	70% of Total Price
On Offer of Possession	20% of Total Price + IFMS + CAM + Other Charges + Stamp Duty + BOCW Charges & Registration Charges

Development Linked Payment Plan

Particulars	Percentage (%)
At the time of Application for Booking	10% of Total Price
Within 60 days of Booking (After execution of Agreement to Sell)	10% of Total Price
Upon commencement of Demarcation*	5% of Total Price
Upon commencement of Earth Work*	15% of Total Price
Upon commencement of laying of Services*	15% of Total Price
Upon commencement of laying of Internal Roads*	20% of Total Price
Upon commencement of erection of Electrical Poles*	20% of Total Price
On Offer of Possession	5% of Total Price + IFMS + CAM + Other Charges + Stamp Duty + BOCW Charges & Registration Charges

* The construction milestones mentioned in the payment plan are interchangeable

SCHEDULE D

Common Areas

Common Areas:

- (i) The Internal Roads, Pathways, Driveways and Common Entrances and Exits to the Project;
- (ii) Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy, sewage treatment plant, solid waste management and disposal systems;
- (iii) The water tanks of the Project if any, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (iv) All other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use.
- (v) The parks, play areas and landscape features in the Project;
- (vi) electrical / plumbing / shafts and service ledges; and
- (vii) Watchman's cabin (s) at Entry and Exits of the Project.

SCHEDULE E

Layout/Zoning Plan



IN WITNESS WHEREOF, the Parties hereto have set their respective hands and seals and signed this Agreement in the presence of attesting Witnesses at Place and on this Day, Month and Year mentioned Herein:

Signed and delivered by the within named:

Allottee (s): (including joint allottee (s))

(1) Signature _____
 Name _____
 Address _____

(2) Signature _____
 Name _____
 Address _____

Signed and delivered by the within named:

Promoter:

Good Earth Plotted Development Private Limited
(formerly known as Raj Buildwell Private Limited)

Signature (Authorised Signatory): _____
Name _____
Address _____

At _____ on _____ in the presence of following witnesses:

1.

Signature _____
Name _____
Address _____

2.

Signature _____
Name _____
Address _____