Unit No. ……..

PING Central Residences

RESIDENTIAL APARTMENT

AT SECTOR 3A, BAHADURGARH

BUILDER BUYER AGREEMENT

(BBA)

Promoter: M/s Prabhu Shanti Real Estate Private Limited

(A Wholly owned subsidiary of PING Developers Private Limited)

STAMP PAPER

BUILDER BUYER AGREEMENT

(PING Central Residences)

This Builder Buyer Agreement (**"Agreement"**) is executed on this _____ day of _____,

BY AND BETWEEN

Prabhu Shanti Real Estate Pvt. Ltd (CIN: U45201DL2004PTC126261), A wholly owned subsidiary of PING Developers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at Flat No. 2, Ground Floor, Block D, Pocket 5, Near Manav Chowk, Sector 15, Rohini 110089 (PAN AADCP4951H), represented by its authorized signatory _____ _____ _____ (Aadhar No. _____) authorized vide board resolution dated January 20, 2025 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

Mr./Mrs. _____ , (Aadhar No(s).: _____ -), residing at _____**,** - (PAN(s): _____, -), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

DEFINITIONS:

For the purpose of this **Application**, unless the context otherwise requires-

a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

b) "**Booking Amount**" means 10% of the Total Price which shall also be the earnest money for the **Said Apartment** and has been more clearly set out in the Payment Plan as mentioned in **Schedule C**;

c) "**Government**" means the Government of the State of Haryana;

d) "**Rules**" means the Real Estate (Regulation and Development) **Rules**, 2017 for the State of Haryana and as amended from time to time;

e) "**Section**" means a section of the **Act**.

WHEREAS:

A. Prabhu Shanti Real Estate Private Limited ("**Promoter**") is the lawful owner of land admeasuring 71K-16M (8.976 Acres) situated at Sector 3A, Bahadurgarh, Haryana (hereinafter referred to as the "**Said Land**").

B. The Said Land is earmarked for the purpose of building a residential group housing project under the name '**PING Central Residences**' ("**Said Project**") comprising of multi-storied building(s) inter alia community building, convenient shops and EWS situated at Sector 3A, Bahadurgarh, Haryana 124507.

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

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

E. 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;

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;

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 of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Apartment for residential usage along with parking(s) as specified here below:

Tower No.	
Apartment No.	
Floor No.	
Type of Unit (2BHK/3BHK/4BHK etc.)	
Super Built-up Area of the Unit (In sq. ft.)	
RERA Carpet Area of the Unit (In sq. ft.)	
Area of Balcony (not part of carpet area)	

Note: RERA Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1.2. The Total Price for Said Apartment along with parking, based on the carpet area is **Rs. _____ (Rupees _____Only)** hereinafter referred as the "**Total Price**".

1.3. The Total Price as mentioned above includes the amount paid/payable by the Allottee(s) to the Promoter towards the Said Apartment for residential usage along with parking.

1.4. The Total Price as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the Project paid/payable by the Promoter up to the date of handing over the possession of the Said Apartment for residential usage along with parking to the Applicant(s) after obtaining the necessary approvals from competent authority for the purposes of such possession.

1.5. Provided that in case there is any change / modification in the taxes / charges/ fees / levies etc., by the government/statutory body, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / decreased based on such change/ modification.

1.6. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/charges/fees/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/charges/fees/levies etc. have been imposed or become effective.

1.7. The stamp duty and registration charges shall be payable by the Allottee(s) at the time of registering the conveyance deed with the Sub Registrar Office, Bahadurgarh, Haryana.

1.8. The Total Price of Said Apartment includes recovery of price of land, development/construction of not only the Said Apartment but also the common areas, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the Said Apartment, lift, waterline and plumbing, fire detection and firefighting equipment in common areas, maintenance charges as per para 14, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment for the residential usage along with parking in the Project.

1.9. The Total Price is escalation-free, save and except increases which the Applicant(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees thatwhile raising

a demand on the Applicant(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 Applicant(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as perregistration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant(s).

1.10. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-C** ("**Payment Plan**").

1.11. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

1.12. The Promoter shall conform to the carpet area that has been allotted to the Allottee(s) after the construction of the Building/Said Apartment, as the case may be, is complete and the occupation certificate/ part occupation certificate, as the case may be is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee(s) within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule C**.

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

1.13. Subject to Para 9, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Apartment** for residential usage along with parking as mentioned below:

i. The **Applicant(s)** shall have exclusive ownership of the **Said Apartment** for residential usage along with parking;

ii. The **Applicant(s)** shall also have rights in the common areas, as provided under Rule 2(1)(f) of **Rules**. The **Applicant(s)** shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate /part occupation certificate/part completion/completion certificate from the competent authority, as the case may be, as provided under Rule 2(1)(f) of **Rules**;

iii. The **Applicant(s)** has the right to visit the project site to assess the extent of development of the **Project** and the **Said Apartment** for residential usage.

1.14. The Allottee(s) has paid a sum of **Rs. _____ (Rupees _____ Only)** as Booking Amount being part payment towards the Total Price of the Said Apartment for residential usage along with parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Apartment for residential usage along with parking as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

2. MODE OF PAYMENT

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

PVT LTD' payable at Bahadurgarh, Haryana.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the Said Apartment for residential usage 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 Said Apartment for residential

usage along with parking in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment for residential usage along with parking 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.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plans, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the Project where the Said Apartment for residential usage along with parking is located and has accepted the unit/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 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 SAID APARTMENT FOR RESIDENTIAL USAGE

7.1 Schedule for possession of the Said Apartment

i. The Promoter agrees and understands that timely delivery of possession of the Said

Apartment for residential usage along with parking 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.

ii. The Promoter assures to offer to hand over possession of the Said Apartment for residential usage along with parking as per agreed terms and conditions by **Schedule B**, unless there is delay due to "*force majeure*", epidemic, pandemic and lock down, Court orders, Government policy/guidelines, decisions effecting the regular development of theProject. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Promoter shall be entitled to the extension of time for deliveryof possession of the Said Apartment for residential usage.

iii. The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to '*force majeure*' and above-mentioned conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the Applicant(s) within 90 (ninety) days. The Promoter shall intimate the Applicant(s) about such termination atleast 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Said Apartment

i. The Promoter obtaining the occupation certificate or part thereof of the building blocks/tower in the Project shall offer in writing the possession of Said Apartment within3 (three) months, from the date of above approval to the Applicant(s) as per terms of the Agreement.

ii. The Promoter agrees and undertakes to indemnify the Applicant(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the Building at the time of conveyance of the same. The Applicant(s), after taking possession, agrees to pay the maintenance charges and holding charges (as

mentioned in Schedule-C) as determined by the Promoter/association of allottees/ competent authority, as the case may be.

7.3 Failure of Applicant(s) to take Possession of Said Apartment for residential usage

i. Upon receiving a written intimation from the **Promoter** as per para 7.2 above, the **Applicant(s)** shall take possession of the **Said Apartment** from the **Promoter** by executing necessary indemnities, undertakings and such other documentation (including but not limited to the Undertaking cum Indemnity Bond, Maintenance **Agreement**, Conveyance Deed, Application Form for membership of the association of allottees, etc.) as maybe prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Apartment** for residential usage to the **Applicant(s)** as per terms and conditions of the**Agreement**.

ii. In case the **Applicant(s)** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in Para 7.2, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 7.2.

7.4 Possession by the Applicant(s)

i. After obtaining the occupation certificate of the building blocks in respect of the **Project** and handing over the physical possession of the **Said Apartment** for residential usage along with parking to the **Applicant(s)**, it shall be the responsibility of the **Promoter** tohand 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**.

7.5 Cancellation by Applicant(s)

i. The **Applicant(s)** shall have the right to cancel/withdraw his allotment in the **Project** as provided in the Act; Provided that where the **Applicant(s)** 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 **Application/Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India

highest marginal cost of lending rate (MCLR) plus two percent. The balanceamount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

7.6 Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation

i. The **Promoter** shall compensate the **Applicant(s)** in the following cases except for occurrence of a force majeure, epidemic, pandemic and lock down, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Apartment** for residential usage along with parking:-

a) in case of any loss caused to him due to defective title of the **Said Land**, on which the **Project** is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

b) 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.

ii. In such cases as specified above the **Promoter** shall pay the **Applicant(s)** interest at the rate prescribed in the **Rules** for every month of delay, till the offer of the possession of the **Said Apartment** for residential usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

iii. All approvals, licenses, sanctions, and permission issued by the competent authorities with respect to the Project, as well as for the Said Apartment for residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

iv. Further, the Promoter has been and shall, at all times, remain to be compliant with all applicable laws in relation to the Project, as well as for the Said Apartment for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules;

v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee(s) created herein, may prejudicially be affected;

vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Said Apartment for residential usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;

vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment for residential usage to the Allottee(s) in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment for residential usage along with parking to the Allottee(s), 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;

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

x. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the offer of possession of Said Apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project, save and except as already disclosed before the RERA Authority at the time of registration.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

i. 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

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

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

i. In case the **Applicant(s)** fails to make payment of any instalment due as per the **Payment Plan** annexed hereto as **Schedule-C**, the **Applicant(s)** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such instalment at the rate prescribed in the **Rules**;

ii. In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after demand date from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Apartment** for residential usage along with parking in favour of the **Applicant(s)** and refund the money paid to him by the **Applicant(s)**, by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the **Applicant(s)** for breach of **Application/Agreement** and non-payment of any due payable to the Promoter). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall bethe State Bank of India's highest marginal cost of lending rate plus two percent(2%). The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the **Application/Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of Said Apartment for residential usage along with parking, shall offer to execute a conveyance deed in favour of Allottee(s) preferably within (3) three months but not later than (6) six months from possession. Provided that, the Said Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

11. MAINTENANCE OF THE SAID APARTMENT/BUILDING/PROJECT

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

11.2 The **Applicant(s)** agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**.Execution of the maintenance agreement and payment of the Interest-Bearing Maintenance Security (IBMS) shall be a condition precedent for handing over possession of **Said Apartment** by the **Promoter** and also for executing the conveyance deed of the **SaidApartment**.

11.3 In case, the **Applicant(s)**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** or the developer has right to recover such amount as spent on maintaining such essential services beyond the date of occupation certificate /part thereof from the **Applicant(s)** on pro-rata basis.

12. DEFECT LIABILITY

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

i. The above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship).

ii. The Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/ design or any misuse thereof; or any act, omission or negligence or non-compliance of any Applicable Laws;

iii. It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.

iv. The Promoter shall procure fixtures, fittings, equipment and/or services including but not limited to elevator, power back up equipment, pumps etc. of standard makes and these shall be governed by their respective warranties provided by their manufactures/installers. The said warranties of the same shall be made available to the Allottee(s)/ association of allotees by the Promoter.

v. The Promoter having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/installers and the Promoter shall have no liability in this regard.

vi. In case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s) / the association of allottees / the maintenance agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Promoter / Allottee(s) / the

association of allottees / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time / extension of time.

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

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

14. USAGE

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT

15.1. Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment for residential usage along with parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment for residential usage along with parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment for residential usage along with parking and keep the Said Apartment for residential usage along with parking, its walls

and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee(s)/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/Association of allottees shall not store any hazardous or combustible goods in the Said Apartment for residential usage and parking or place any heavy material in the common passages or staircase of the Building. The Promoter/Allottee(s)/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee(s)/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Said Apartment for residential usage and parking, as the case may be.

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

15.4. The parking spaces are inseparable from and forms an integral part of the **Said Apartment**. The **Applicant(s)** confirms that the **Applicant(s)** has no right to sell/transfer or deal with the parking(s) independent of the **Said Apartment**. The **Applicant(s)** undertakes to park his/her vehicle in the parking slots and not anywhere else in the **Building/Project**.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

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

17. MISCELLANEOUS:

17.1. The Promoter shall have full right to make additions or to put up additional structure(s) anywhere in the Project provided that such construction has been approved by the competent authority.

17.2. The Promoter may alter/change/amend the layoutplans, architectural design, maps etc. of the Said Apartment /Project as per the applicable laws.

17.3. The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State.

17.4. The Applicant(s) may with the permission from the Promoter raise and/ or avail loan from banks and other housing finance companies for purpose of raising finance towards the purchase of the Said Apartment. Any delay on account of raising and/ or availing loan from banks and other housing finance companies shall not absolve the Applicant(s) from making timely payment of the Total Price or any part thereof.

17.5. The Applicant(s) shall have no objection in case the Promoter creates a charge on the entire Project during the course of development of the Project for raising loan from any banking and/or Financial Institution provided, creation of such charge shall not affect the rights and interest of the Applicant(s) to the Said Apartment.

18. 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). Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute and register the said Agreement, before the Sub Registrar, then the Promoter shall serve a notice to the Allottee 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 shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this Agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Booking Amount.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment for residential usage and parking.

20. RIGHT TO AMEND

The Allottee(s) agrees and understands that terms and conditions of this Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law,tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Allottee(s) and the Promoter. In all other cases this Agreement may only be amended through written consent of the Parties concerned in said Agreement.

21. 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 Said Apartment for residential usage and parking and the Project shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Said Apartment for residential usage and parking in case of a transfer, as the said obligations go along with the Said Apartment for residential usage and parking for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

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

22.2. 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.

23. 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.

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Said Apartment for residential usage and parking bears to the total area/carpet area of all the apartments in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bahadurgarh, Haryana. After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Bahadurgarh, Haryana. Hence this Agreement shall be deemed to have been executed at Bahadurgarh, Haryana.

27. NOTICES

27.1. 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: _____

Promoter Name: Prabhu Shanti Real Estate Pvt. Ltd.

Promoter Address: PING Central Residences, Sector 3A, Bahadurgarh, Haryana 124507

27.2. 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.

27.3. Whenever there is any change in the residential status of the Applicant(s) subsequent tothe submitting this Application, it shall be the sole responsibility of the Applicant(s) tointimate the same in writing to the Promoter immediately and comply with necessary formalities, as

specified and under the applicable laws failing which all demands, notices etc. by the Promoter shall be mailed to the address given in the Application and shall be deemed to have been received by the Allottee(s).

28. JOINT ALLOTTEES

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

29. SAVINGS

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

30. 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.

31. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this

Agreement at Bahadurgarh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature

Name : _____

Address : _____

(2) Signature

Name: -

Address: -

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)

Name : _____

Address : PING Central Residences, Prabhu Shanti Real Estate Pvt Ltd,

Sector -3A, Bahadurgarh (Distt. Jhajjar), Haryana-124507

At BAHADURGARH on _____in the presence of:

WITNESSES:

1. Signature

   Name

   Address

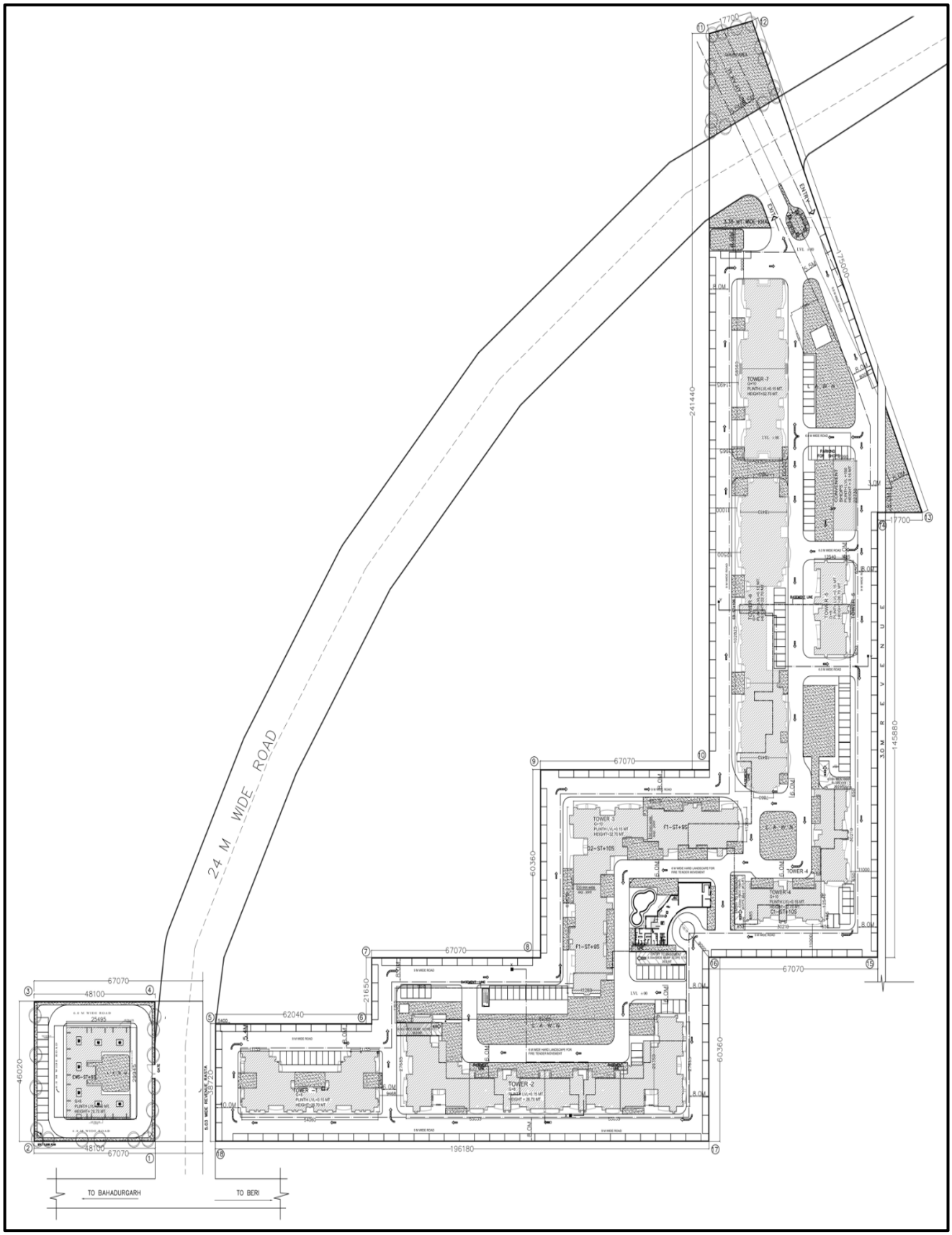
2. Signature

   Name

   Address

SCHEDULE – A

SITE PLAN/LOCATION PLAN



SCHEDULE – B

COMPLETION SCHEDULE

The Completion Schedule as mentioned in the Resolution Plan has been reproduced below:-

S.No	Tower	Estimated Completion Schedule
1	Tower 1	January 2027
2	Tower 2	April 2027
3	Tower 3	April 2027
4	Tower 4	January 2027
5	Tower 5	March 2028
6	Tower 6	January 2028
7	Tower 7	January 2028
8	EWS	March 2028
9	Commercial Space	March 2028

The Completion time shall come into effect from the "**Effective date**" i.e. the date of the approval of the resolution plan by the Adjudicating with a grace period of 6 months. Any "Force Majeure" period will be excluded while counting the period as mentioned above.

The Effective date shall be **October 24, 2024**

"Force Majeure" means as defined in the Indian Contract Act, 1872 and any of the following events or combination of such events or circumstances which are beyond the control of a Resolution Applicant and which prevents or is likely to prevent the implementation of the Resolution Plan: (a) acts of God, comprising fire, drought, flood, earthquake, epidemics, pandemic and any other natural disasters; (b) explosions or accidents, and terrorist attacks; (c) strikes, labour unrest or lockouts, lockdown; (d) change in any Applicable Law or any change in the interpretation or enforcement of any Applicable Law; (e) an order of any court or other judicial body; enforcement of GRAP; and/or (f) any event or circumstance analogous to the foregoing.

SCHEDULE – C

PAYMENT PLAN

UNIT No.

SCHEDULE – D

AMENITIES, FACILITIES PART OF THE PROJECT

A. List of Common areas and facilities for use of **Allottee(s)** within the **Project,** proportionate area of which included in computation of Super Built-up area of the **Said Apartment**.

1. Entrance Hall / lobby at Ground Floor.
2. Staircases and Mumty.
3. Lifts / lift shafts.
4. Lifts lobbies including lighting and fire-fighting equipment thereof.
5. Common passage / corridor lighting and fire-fighting equipment thereof.
6. Lift machine rooms.
7. Overhead Water tanks
8. Electrical / Plumbing / fire shafts and service ledges.
9. Mail room / Security room / Driver's common toilet at Ground floor.
10. Security / Fire control room.
11. Maintenance office / services areas.
12. Clubhouse and Swimming Pool.

B. List of General common areas and facilities located in basements for use of **Allottee(s)** in the **Project.**

1. Electric Sub-Station
2. Domestic & Fire water pump rooms
3. Laundromat
4. Maintenance stores and circulation areas
5. Sewage Treatment Plant

SCHEDULE – E

SPECIFICATIONS OF THE SAID APARTMENT

Area	**Specifications**
All Rooms/Lobby Area	**Floor:** Vitrified Tiles
	Walls: Acrylic Emulsion Paint
	Ceiling: Acrylic Emulsion Paint
Doors and Windows	**Doors:** Painted /Polished frame with Painted/laminated/ flush doors.
	Windows: Wooden windows and Window Frames with clear glass.
Toilets	**Walls:** Combination of vitrified/ceramic tiles and Acrylic Emulsion Paint
	Floor: Vitrified/Ceramic tiles
	Fittings/Fixtures: Single lever CP fittings, Wash Basins, Wall hung WCs and Exhaust fan
Kitchen	**Modular Kitchen Walls:** Ceramic tile up to 2 ft above counter
	Floor: Combination of vitrified tiles/ceramic tiles
	Counter: Granite/Marble/Engineered Stone
	Fittings/Fixtures: CP fittings, Stainless steel sink and Exhaust fan.
Balcony	Vitrified/Ceramic tiles on floor and external grade paint on walls.
Electrical Fixtures	Modular Switches & Sockets in all rooms.
Connectivity	Telephone & TV points as per design.
Security System	Access control with card, CCTV for entrance lobby at ground floor
Drinking Water	Potable Drinking Water Supply
Gas Supply	Provision for piped gas supply.