

DRAFT

AGREEMENT FOR SALE
BETWEEN
M/S SUNBREEZE BUILDERS AND DEVELOPERS PRIVATE LIMITED
AND

NAME :

ADDRESS :

PROPERTY NO. :

For Sunbreeze Builders & Developers (P) Ltd.

Allottee(s)

SHUBHANGAN 2

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this ____ day of ____, 20 ____,

BY AND BETWEEN

M/s Sunbreeze Builders and Developers Pvt. Ltd, (CIN No. U70101DL2005PTC144228) a Company registered under the Companies Act, 1956 having its Registered office at **First Floor, C-9/15, Sector-7, Rohini, Delhi – 110085** having **PAN AAKCS0886K** (hereinafter referred to as ‘**Company**’ which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorized Signatory **Mr. Sumit Makkar** S/o Late Shri Arjun Lal R/o G-254,Rishi Nagar, Ranibagh, New Delhi- 110034, duly authorized vide board resolution dated 01st February, 2021 being the Party of the **FIRST PART**;

AND

_____ (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 authorized signatory, _____ (Aadhar no. _____) duly authorized *vide* board resolution dated _____, (hereinafter referred to as the “**Allottee**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) being the Party of the **SECOND PART**.

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. _____ (Aadhar No. _____) son of Mr. Balbir Singh aged about 44 residing at House No- _____- 131301, (PAN _____) 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 A assigns).

[OR]

[If the Allottee 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**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member

For Sunbreeze Builders & Developers (P) Ltd.

Allottee(s)

for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Company and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company is the absolute and lawful owner and in possession of all that piece and parcel of the lands admeasuring about 11.531 acres (**9.48177 Acres and 2.049 Acres**) situated in the revenue estate of Village Nizampur, Sector – 40, Panipat, District Panipat, Haryana (hereinafter referred to as “**Project Land**”);
- B. The Company has obtained the requisite license bearing License No. 35 of 2019 dated 01st March, 2019 and License No. 114 of 2024 dated 08th August, 2024 from the Directorate Town & Country Planning, Haryana, Chandigarh (“**DTCP**”) to develop an Affordable Plotted Colony (“**said Project**”) under Deen Dayal Jan Awas Yojna 2016 thereon (hereinafter referred to as the said “**License**” which term shall be deemed to include additional areas as may be additionally licensed) under the Haryana Development and Regulations of Urban Areas Act, 1975.
- C. The Project Land is earmarked for the purpose of plotted development of a residential project comprising of 206 plots in said Project to be known by the name “**SHUBHANGAN 2- Panipat**” (hereinafter referred to as the “**SHUBHANGAN 2-Panipat**” project). The Company agrees and undertakes that it shall not make any changes to the Plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other laws as applicable.
- D. The Company has specifically made it clear that the Plans have been approved by the DTCP Haryana and are subject to other statutory NOCs/ sanctions required from various authorities which have been applied for and any changes/ directions/ conditions imposed by statutory authority at any stage, while approving such Plans, shall be binding on the Allottee;
- E. The Company has clarified to the Allottee that the Company has the necessary approvals from the competent authority/concerned local authorities on the Plans, the specifications, elevations, sections of the said Project;
- F. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the Project Land on which said Project is to be constructed have been completed;
- G. The Company has registered the said Project under the provisions of the Act and the Haryana Real Estate (Regulation and Development) Rules, 2017 (“**Rules**”), with the Haryana Real Estate Regulatory Authority at Panchkula (Haryana) vide **Registration No.** _____ **Dated:** _____;
- H. The Parties acknowledge that the Promoter has given inspection and displayed at its offices all available approvals/permissions, including the approved layout plan in respect of Project. The approvals are available at site and corporate office of the Promoter.
- I. The Allottee had applied for residential plot in the said Project vide the said Application (defined hereinafter) and has been allotted plot No. ____ having area of _____ square meters (____) Sq. Yds.) (“**Plot Area**”) (Subject to Area Audit), along with right in Common Area, which for the purpose of this Agreement shall mean such areas and facilities in the Project which are meant for common use,

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Allottee(s)

enjoyment and access of all the allottee(s) of the Project viz parks, roads, green areas etc. (but excludes areas therein which are to be reserved/restricted for any other allottee/right-holder at the Project or otherwise transferable by the Promoter to the third parties) as permissible under the applicable law (hereinafter referred to as the “Plot”);

- J. Security for damage to be levied before the construction/development of the said plot @ Rs 2,50,000/- (Refundable). If any damage incurs due to any negligence of any activity, then the cost of the same shall be deducted from the amount of security and the balance amount shall be refunded.
- K. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, bye-laws, rules, regulations, notifications, etc., applicable to the said Project;
- L. The Parties, relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. Prior to the execution of these presents the allottee has paid to the owners a sum of Rs _____/(Rupees _____ only) being the part payment of the sale consideration of the agreed to be sold by the company to the allottee as advance payment or earnest money (the payment and receipt whereof the company doth hereby admit and acknowledge) and the allottee has agreed to pay to the company the balance of the sale consideration in the manner herein after appearing.
- N. The company shall be entitled to put up hoardings/boards/logo of its brand name of its neon signs, MS Letter, Vinyl and sun boards on the real estate project and on the façade, terrace compound or other parts of the real estate project. The owners shall also be entitled to place, select and decide the hoardings/board sites.
- O. The promoter is entitled to amend, modify and/or substitute the development of the said project in full or in part, as may be required by the applicable laws from time to time.
- P. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot as specified in Recital Clause A for residential purposes only.

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

1. DEFINITIONS AND INTERPRETATIONS:

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

“Act” shall mean the *Real Estate (Regulation and Development) Act, 2016* and as amended from time to time (16 Of 2016).;

“Authority” means the Haryana Real Estate Regulatory Authority.

“Agreement” shall mean this Agreement for Sale of the Plot including all annexures, recitals, schedule and terms

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and conditions for allotment of the said Plot in the said Project executed by the Allottee and the Company.

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

“**Application**” shall mean the Application dated _____ for the provisional allotment of the Plot ____ in SHUBHANGAN 2-Panipat project;

“**SHUBHANGAN 2-Panipat project**” shall have the same meaning as ascribed to it in Recital Clause C of this Agreement;

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

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

“**Declaration**” shall mean the declaration (including any amended declaration) filed or to be filed by the Company under the Act and/ or the Rules, with the competent authority, with regard to the Plot/ SHUBHANGAN 2- Panipat project.

“**Development Charges**” shall mean the amount payable by the Allottee, on account of the internal and external development works including but not limited to the following:

- i. External Development Charges (EDC) and/or any enhancements thereof;
- ii. Infrastructure Development Charges (IDC) and/or any enhancements thereof;
- iii. The cost of such other development/infrastructure works not specifically covered elsewhere;
- iv. Interest paid on EDC/ IDC to the Government and carrying cost on the fund deployed by the Company for the above-mentioned charges.

“**DTCP**” shall mean the Directorate of Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.

“**External Development Charges (EDC)**” means the charges levied or leviable on the Plot (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

“**Force Majeure**” means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a Party from complying with any or all the terms and conditions as agreed in this Agreement;

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(f) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason, whatsoever;

(g) any event or circumstances analogous to the foregoing.

“**Governmental Authority**” or “**Governmental Authorities**” shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other sub- division thereof, and any other municipal/ local authority having jurisdiction over the land on which the said Complex/ Said Colony is situated;

“**IFMS**” means the Interest Free Maintenance Security to be paid by the Allottee for the maintenance and upkeep of the Plot to be paid as per the Schedule C, attached hereto to the Company or to the Maintenance Agency @ **INR 1,00,000 per Plot**;

“**Infrastructure Development Charges (IDC)**” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

“**License**” shall have the same meaning as ascribed to it in preliminary Recital Clause B of this Agreement.

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

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

“**Payment Plan**” shall mean the Payment Plan annexed to this Agreement as **Schedule B**;

“**Plans**” shall mean the layout plans or demarcation plans of SHUBHANGAN 2 -Panipat project as submitted/ as approved under the Haryana Development and Regulations of Urban Areas Act, 1975 and/ or under the Real Estate (Regulation and Development) Act, 2016;

“**Plot**” has the meaning ascribed to it in Recital Clause A of this Agreement;

“**Plot Area**” shall have the same meaning as ascribed to it in preliminary Recital A of this Agreement;

“**Project Land**” shall have the same meaning as ascribed to it in preliminary Recital Clause A of this Agreement;

“**Rules**” mean the Haryana Real Estate (Regulation and Development) Rules, 2017;

“**said Project**” shall have the same meaning as ascribed to it in preliminary Recital B of this Agreement;

“**Taxes and Cesses**” shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of Goods and Services Tax, cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called in accordance with the applicable laws

from time to time, in connection with the development of the Plot / said Project;

2. TERMS:

2.1 Subject to the terms and conditions as detailed in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Plot for residential usage together with all rights of easements and appurtenances, estate, title, interest, property, claims and demands whatsoever thereto belonging to the said Plot, upon payment based on the Plot Area.

2.2 The Total Price of the Plot for Residential usage as per approved demarcation/zoning plan (whichever is applicable) is _____/- (**Rupees _____ Only**) (hereinafter referred to as the “Total Price”).

Plot No.	
Area of the plot(in Sq.Yards)	
Rate of Plot (per sq.Yard)	
Total Price (in rupees)	

- i. Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Plot for Residential usage;
- ii. The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/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 offer of possession of the Plot for residential usage to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:
- iii. Provided that, in case there is any change/modification in the Taxes/charges/fees/levies, etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification.
Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- iv. The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i and ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.

2.3 The Total Price of Plot for Residential usage includes recovery of price of land, development of Plot but also of the Common Areas (if applicable), Internal Development charges, External Development Charges, State Infrastructure Development Charges, Infrastructure Augmentation charges taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot for Residential/ any other usage (as the case may be) alongwith parking (if applicable) in the Project.

2.4 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase in account of development charges (External Development Charges, State Infrastructure Development Charges etc.) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges,

cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

2.5 It is clarified that all such taxes,levies,duties,cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other applicable indirect and direct taxes,duties and impositions levied by Central Govt and/or State Govt and/or any local, public or statutory authorities/bodies on any amount payable under this agreement and/or on the transaction contemplated herein and/or in relation to the said premises,shall be borne and paid by the allottee alone and the promoter shall not be liable to bear or pay the same or any part thereof.

2.6 The Allottee/s acknowledge and accepts that Promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable on sale of the Plot or on this transaction, and accordingly none is being charged by Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee/s in terms of this Agreement.

2.7 The Company undertakes and agrees that while raising a demand on the Allottee for increase in Development Charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any Development Charges after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, as per the Act, the same shall not be charged from the Allottee.

2.8 It is agreed that the Company shall not make any additions and alterations in the sanctioned Plans (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

2.9 The Company shall confirm to the Plot Area as per approved Demarcation-cum-zoning plan that has been allotted to the Allottee after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The Company shall inform the Allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Company. If there is reduction in the area then the Company shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent (5%) of the area of the Plot, allotted to the Allottee, the Company may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule B. All these monetary adjustments shall be made at the same rate per square meter/ square yards as agreed in para 2.1 of this Agreement.

2.10 Subject to Clause 8.3 of this Agreement, the Company agrees and acknowledges, the Allottee shall have the following rights in respect of the Plot:

- i. The Allottee shall have exclusive ownership of the Plot for residential usage;
- ii. The Allottee has the right to visit the SHUBHANGAN 2-Panipat project site to assess the extent

of development of the said Project and his/ her/ its Plot for residential usage.

- iii. The Allottee shall also have a right to use the Common Areas. The Allottee(s) shall use the Common Areas along with other occupants of the Project 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 completion certificate from the competent authority, as the case may be, as provided under Rule 2 (1) (f) of Rules, 2017 of the State.

2.11 The Company agrees to pay all outgoing before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). In case the Company fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Company agrees to be liable, even after the transfer of the Plot, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2.12 The Allottee has paid a sum of INR _____/- (Rupees _____ only) as booking amount being part payment towards the Basic Sales Price of the Plot at the time of submitting the Application, the receipt of which the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as per the Payment Plan as prescribed in the Schedule B, attached hereto, as may be demanded by the Company within the time and in the manner specified therein. However, if the Allottee delays in paying the said payment towards any amount which is payable to the Company, the Allottee shall be liable to pay interest which shall be the then effective State Bank of India's highest marginal cost of lending rate plus two (2) percent or as otherwise notified by the competent authority, from time to time. In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

3. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Company abiding by the time, the Allottee shall make the balance payment of the Total Price on demand by the Company, within the stipulated time as mentioned in the Schedule B, attached hereto through A/c Payee cheque/demand draft drawn upon scheduled banks or online payment in favour of "**Sunbreeze Builders and Developers Private Limited**" payable at par.

4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

4.1 The Allottee, if resident of 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 Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws, bye-laws, rules, regulations, etc. including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law, bye-law, rule, regulation, etc., as amended from time to time. The Allottee understands and agrees that in the event of any failure on his/her/ its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, bye-laws, rules, regulations, etc., as applicable, as amended from time to time.

4.2 The Company accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with necessary

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Allottee(s)

formalities as specified under the applicable laws, bye- laws, rules, regulations, etc. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Allottee 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 Company shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Company to adjust/appropriate all payments made by him/her/ it under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her/ its name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust his/ her/ its payments in any manner otherwise than as decided by the Company.

6. TIME IS ESSENCE:

Time is of essence for the Parties in respect of the obligations to be fulfilled by each Party, under this Agreement. The Company shall abide by the time schedule for completing the SHUBHANGAN 2- Panipat project as disclosed at the time of registration of the said Project with the Real Estate Regulatory Authority and towards handing over the Plot for residential usage to the Allottee as provided under Rule 2(1)(f) of the said Rules. The allottee shall adhere to the payment schedule

7. DEVELOPMENT OF THE SAID PROJECT:

7.1 The Allottee has seen the Plans, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the said Project where the said Plot for residential usage is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Company.

7.2 The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved layout plans, terms and condition of the license as well as registration of RERA, etc. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such Plans approved by the competent Authorities and shall also strictly abide by the bye-laws and density norms and provisions prescribed or notified by the State Government 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 the Rules made thereunder or as per approvals/ guidelines of the competent authorities.

7.3 The Allottee agrees and understands that the Plot shall be provided on an 'as is' basis with respect to its level at the time of the offer of possession.

8. POSSESSION OF THE PLOT:

8.1 Schedule for possession of the Plot:

The Company agrees and understands that timely offer of possession of the Plot for residential usage to the Allottee as provided under *Rule 2(1)(f)* of the said Rules, is the essence of this Agreement.

The Company assures to hand over possession of the Plot for residential usage as detailed in Schedule E of this Agreement unless there is delay due to Force Majeure, Court orders, Government policy guidelines, decisions due to war, flood, pandemic, lockdown, law and order, drought, fire, cyclone, earthquake or any other calamity affecting the regular development of the **SHUBHANGAN 2-** Panipat project. If, the completion of the said Project is delayed due to the above conditions, then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot for residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the said Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee, the entire amount received by the Company from the Allottee within ninety (90) days. The Company shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the amount paid by the Allottee, the Allottee agrees that he/ she/ it shall not have any rights, claims etc. against the Company and that the Company shall be released and

discharged from all its obligations and liabilities under this Agreement.

8.2 Procedure for taking possession of the Plot:

The Company, upon obtaining the completion certificate of the Project or after completion of 'Development Work of Plot' (defined hereinafter), whichever is earlier, shall offer in writing the possession of the Plot within three (03) months from the date of above, to the Allottee as per terms of this Agreement.

For the purpose of this Agreement, 'Development Work of Plot' hereinafter shall mean the provision of (i) internal road connecting the Plot to the public road, (ii) Sewer line outside the Plot, (iii) water supply line outside the Plot, (iv) provision of the electricity line at the Plot and (v) storm water drains outside the Plot.

The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Company shall provide a copy (on demand) of approved Plans/ provision of services by the Company/ part completion certificate in respect of plotted development for residential usage at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Company/ association of allottees/ competent authority, as the case may be.

8.3 Failure of Allottee to take Possession of the Plot:

Upon receiving a written intimation from the Company as per Clause 8.2, the Allottee shall take possession of the Plot from the Company by clearing all the dues (if any), by executing the Conveyance Deed, Maintenance Agreement or any such other documentation as may be prescribed by the Company from time to time and the Company shall give possession of the said Plot to the Allottee subject to the Allottee paying the Total Price and wherein there is no outstanding payment(s) whatsoever on the part of the Allottee. In case, the Allottee fails to take possession within the time provided in Clause 8.2, then the Allottee shall continue to be liable to pay maintenance charges as per Clause 12 of this Agreement.

Further, it is agreed by the Allottee that in the event of the Allottee's failure to take possession of the Plot in the manner as aforesaid, the Company shall have the option to terminate this Agreement and avail the remedies as are available in the Act or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking possession of the Plot in the manner as stated in this clause on the condition that the Allottee shall pay to the Company holding charges @ INR 25/- (Rupees Twenty Five only) per Sq. Yds. approx. of the Plot Area per month as determined by the Promoter after 60 days from the date of offer of possession for any delay in taking possession of the said Plot for the entire period of delay. The term "*Holding charges*" mean the cost incurred by the Promoter to hold the Plot, if the Allottee fails to possession of the Plot in terms of this Agreement and the term "*Safeguarding charges*" means the cost incurred to guard the Plot against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Plot in terms of this Agreement. The continued negligence on part of Allottee to take possession of Plot shall constitute material breach of this Agreement.

8.4 Possession by the Allottee:

After obtaining the approved Plans/ provision of the services by the Company, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot for residential usage to the Allottee, it shall be the responsibility of the Company to hand over

the necessary documents and plans, as the case may be to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

8.5 Cancellation by Allottee:

The Allottee shall have the right to cancel/ withdraw his/ her/ its allotment in the said Project as provided under the Act and/or the Rules.

Provided that where the Allottee proposes to cancel/ withdraw his/her/ its allotment of the Plot from the SHUBHANGAN 2-Panipat project without any fault of the Company, the Company herein is entitled to forfeit the booking amount paid for the Allottee as well as '*Non-Refundable Amount*'. '*Non Refundable Amount*' for the purpose of this Agreement shall hereinafter collectively mean (i) Interest (The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate

plus two percent) on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement to sale, if Agreement to Sale is registered (v) administrative charges as per Promoter's policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

(The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent or as otherwise notified by the competent authority, from time to time.)

The Promoter shall refund the balance amount of money paid by the Allottee/s from the sale proceeds as and when realized from re-allotment of the plot or within 90 (ninety) days of such cancellation; whichever is later.

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

8.6 Compensation:

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

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

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

9. MUTUAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

- (a) Each Party hereby represents and warrants to the other that they are in good standing and that they have full authority to enter into this Agreement and is entering into the Agreement subject to obtaining the necessary approvals under the applicable laws, bye-laws, rules, regulations, etc. to perform their obligations hereunder according to the terms hereof.
- (b) 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 Plot for Residential usage which will, in any manner, affect the rights of Allottee under this Agreement.
- (c) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot for Residential usage to the Allottee in the manner contemplated in this Agreement.
- (d) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot for Residential usage to the Allottee.

For Sunbreeze Builders & Developers (P) Ltd.

Allottee(s)

- (e) The Plot 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 Plot.
- (f) 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 authority.
- (g) 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.
- (h) That they have full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof; and that this Agreement entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid and binding obligation of, enforceable in accordance with the terms hereof and that the executant(s) of this Agreement are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the "Force Majeure Events", Court orders, Government policy/guidelines, decisions, pandemic, lockdown, law and order, reasons beyond the control of the Promoter, default caused by non-compliance of the Agreement by the Allottee, the Company shall be considered under a condition of default, in the following events: -

10.1 The Company fails to provide ready to move in possession of the developed Plot for residential usage to the Allottee within the time period prescribed in this Agreement. For the purposes of this clause '*ready to move in possession*' shall mean the Plot, having provision of water supply, sewerage, electricity, roads, or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per the guideline of the competent authority) and for the same the Company has obtained demarcation-cum- zoning plan/ part completion/ completion certificate, as the case may be;

10.2 Discontinuance of the Company's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

In case of default by Company under the conditions listed above in Clause 10.1, the Allottee is entitled to the following: -

- (i) stop making further payments to the Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the development milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest for the period of such delay; or
- (ii) the Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules within ninety (90) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw its allotment of the Plot from the SHUBHANGAN 2-Panipat project/ said Project or terminate the Agreement, he/ she/ it shall be paid, by the Company, interest at the rate specified in the Rules which is State Bank of India's highest marginal cost of lending rate plus two percent (2%) for every month of delay, till the handing over of the possession of the Plot by the Company to the Allottee or as otherwise notified by the competent authority, from time to time.

In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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

- (a) in case the Allottee fails to make payments for two (02) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Company on the unpaid amount at the rate specified in the Rules which is State Bank of India's highest marginal cost of lending rate plus two (2) percent till the total payment in default is made.
In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- (b) in case of default by Allottee under the condition listed above continues for a period beyond ninety (90) days after notice from the Company in this regard, the Company shall cancel the allotment of the Plot for residential usage in favour of the Allottee and refund the amount paid to it by the Allottee by forfeiting the booking amount paid for the allotment and the interest liabilities and this Agreement shall thereupon stand terminated. In such an event, the Allottee shall not be entitled to claim any right, interest or title in the said Plot;
- (c) Failure to take possession of the Plot within the time stipulated by the Company;
- (d) Failure to execute the Conveyance Deed within the time stipulated by the Company in its notice;
- (e) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, IFMS, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee, other body or association of allottee(s), as the case may be.
- (f) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of the Company;
- (g) Dishonor of any cheque(s) given by the Allottee as per the Payment Plan attached hereto and marked as **Schedule B** of this Agreement;
- (h) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.

11. CONVEYANCE OF THE SAID PLOT:

The Company, on receipt of complete amount of the Total Price of the Plot under the Agreement from the Allottee, shall execute a Conveyance Deed within three (03) months but not later than six (06) months from possession and convey the title of the Plot for which possession is granted to the Allottee.

Provided that, the Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions. However, in case, the Allottee fails to execute and register the Conveyance /Sale Deed with respect of the Plot, the penalty if any, payable under the relevant laws for delay in execution and/or registration of Conveyance/Sale Deed shall be payable by the Allottee till the registration of the Conveyance/Sale Deed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel/terminate the Agreement and forfeit the (i) Booking Amount (being 10% of the basic price) (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment (iv) Holding Charges & Safeguarding charges, if any.

The balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-

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

The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein from the sale proceeds from the re allotment of the Plot. It is clarified that in case the amount paid by the Allottee is less than the amount forfeitable as above then the Promoter has all legal right to recover the same in accordance with law.

The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 as applicable to the state of Haryana and the Indian Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

12. MAINTENANCE CHARGES & MAINTENANCE SECURITY:

- 12.1.1 The Allottee acknowledges that the Promoter under Clause 4 (j) of the policy dated 08.02.2016 shall transfer 10% of the area of the licensed colony free of cost to the Government for provisions of Community facilities or licensee shall have an option to develop such area on its own or through third party subject to conditions duly stated in policy.
- 12.1.2 The Allottee understands and agrees that a single association of allottee/s (“Association”) for the Project will be formed. The Common Area shall be transferred to the Association/competent authority, as the case may be, by the Promoter in accordance with applicable laws. The Allottee shall also from time to time, be required by the Promoter or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard. The Allottee shall on demand pay to the Promoter the legal cost, charges and expenses, including professional costs of advocates in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering conveyance/sale deed with respect to transfer of the Common Areas in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas shall be regulated by the bye laws and other rules. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted plots in the Project.
- 12.1.3 The Allottee acknowledges and agrees that the Maintenance/Utility Charges shall be levied based on the number of dwelling units, as defined under the Haryana Building Code, 2017, constructed on the Plot allotted to the Applicant. Notwithstanding the foregoing, in the event that no dwelling unit is constructed, the Maintenance/Utility Charges shall be levied assuming that at least one (1) dwelling unit has been constructed, irrespective of the actual status of construction.
- 12.1.4 The Allottee acknowledges and agrees that additional maintenance charges at applicable rates shall be payable by the Allottee during the period in which they undertake the construction of the plot.
- 12.1.5 The Allottee agree and give consent to pay all the charges pertaining to electricity, common area maintenance (CAM) & water etc. to the Maintenance Agency through the prepaid meter mechanism.
- 12.1.6 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 or competent authority, as the case may be. The Promoter in no case shall be obliged to maintain the Common Areas beyond the period mentioned in Act.
- 12.1.7 In case Association fails to take possession of the essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter may, at its option, continue with the maintenance of the same and on such terms as it deems fit and proper. In no case Promoter will be obliged to continue with maintenance beyond one year of completion of the Project.

- 12.1.8 The Allottee shall enter into a separate Maintenance Agreement with the Company or Maintenance Agency for the maintenance of the SHUBHANGAN 2-Panipat project by the association of allottees or the competent authority, as the case may be, upon issuance of the part completion certificate/ completion certificate of the said Project, as the case may be.
- 12.1.9 The Allottee hereby agrees to pay to the Company IFMS in order to secure adequate provision of the maintenance services and for due performance of the buyer(s) in paying the maintenance charges and other charges as raised by the Maintenance Agency from time to time.
- 12.1.10 The Allottee hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company or the Maintenance Agency from the date of commencement of maintenance services by the Company or the Maintenance Agency in the said Project, whether the Plot is physically occupied by the Allottee or not. The Allottee hereby agrees to pay maintenance charges in respect of the said Plot regularly on monthly basis as per the bills/ invoices raised by the Company or such Maintenance Agency nominated by the Company. In case of non-payment of maintenance charges within the time specified, the Allottee shall be liable to pay interest at the rate mentioned in Maintenance Agreement. Non-payment of maintenance charges shall also disentitle Allottee to the enjoyment of common services including electricity, water etc. in the said Plot.
- 12.1.11 The Allottee acknowledges and confirms that the time frame, and quality of external infrastructure facilities related to water line, electricity line, sewer line etc. to be provided by the DTCP/HSVP/other Competent Authority(ies) is beyond the control of the Promoter and the Allottee shall not have a right to raise any claim or dispute against the Promoter in respect of the lack or inadequate support of facilities to be provided by the Government or any other developmental authorities.

13. DEFECT LIABILITY:

It is agreed that in case any defect in the provision of services or any obligations of the Company as per this Agreement to such development is brought to the notice of the Company within a period of five (05) years by the Allottee from the date of handing over possession, it shall be the duty of the Company to rectify such defects in the provision of the services without further charge, within ninety (90) days or such reasonable time as agreed between the Parties depending upon the nature of defect, and in the event of Company's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act and/ or in the Rules.

Provided that, the Promoter shall not be liable for any defect induced by the

- (i) Allottee/Association's negligence;
- (ii) Allottee carrying out construction/re-construction on the Plot;
- (iii) Act of omission or commission of other allottee/s of the Project and
- (iv) Force Majeure Events.
- (v) For any such architectural defect induced by the Allottee, by means of carrying out architectural changes from the original specifications/ design.

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

The Company / Maintenance Agency / association of allottees shall have rights of unrestricted access of the Plot for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or Maintenance Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours i.e. from 9 AM to 6 PM, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE/SERVICE AREAS:

The Allottee shall not use the said Plot for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other plot; or for any commercial or illegal or

immoral purpose; or to do or cause anything to be done in or around the said Plot which tends to cause interference to any other plots or in any manner interfere with the use of roads or amenities available for common use.

The service areas, if any, as located within the Project shall be earmarked for purposes such as services including but not limited to electric substation, transformer, DG set (if provided) rooms, water tanks, pump rooms, STP, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned layout plans. It is clarified that the location of such services may be interchanged due to technical reasons. Further, the electrical installations may be installed on road sides and parks as per scheme.

16. INDEMNIFICATION:

Notwithstanding anything contained in the Agreement, the Allottee shall keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, nonobservance or non-performance of any of the covenants and conditions stipulated in this Agreement.

17. BROKERAGE:

The Allottee shall bear its own expenses including commission or brokerage payable by the Allottee to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the said Plot. The Company shall not be responsible or liable for such payment, commission or brokerage nor the Allottee have the right to deduct such charges from the Total Price and other charges payable to the Company for the said Plot. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

18. FURTHER ASSURANCES:

The Allottee agrees that the persons to whom the said Plot is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the deeds, documents, instruments and actions specifically provided for herein, as the Company may reasonably request 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.

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

The Parties are entering into this Agreement for the allotment of the Plot with the full knowledge of all laws, bye-laws, rules, regulations and notifications applicable to the said Project in general and the said Project in particular. The Allottee hereby undertakes that he/she/ it shall comply with and carry out, from time to time after it has taken over the possession for occupation and usage of the Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Plot at its own cost and expense.

20. ADDITIONAL CONSTRUCTIONS:

The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Project after the Plans and specifications, amenities and facilities has been approved by the competent authority(ies) within the premises of allotted "Plot" except for as provided in the Act and/ or the Rules.

Any material related to construction or any building material item shall be carried only via LGV (Light Goods Vehicle).

21. THE COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Company executes 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 who has taken or agreed to take such Plot.

The Promoter so desires, it shall be entitled in future also to create security on the Said Land and receivables of Project by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Land/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

22. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- a) The Allottee shall, after taking possession of the Plot, be solely responsible to maintain the Plot and construction thereon at his/her own cost and expenses and shall not do anything in or to the Plot and construction thereon which may be in violation of any applicable laws or rules of any competent authority. The Allottee shall not do anything, which damages the Common Areas, adjoining plot/areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the local authorities or the Association. The Allottee shall abide by the provisions of the applicable laws while carrying out construction on the Plot. The Allottee alone be liable/responsible for any non-compliance in relation to the construction as well as safety and security of his/her materials.
- b) The Promoter shall have right to add further land parcels ("Additional Area") contiguous to the Project as per the applicable norms/applicable laws. The Allottee/s hereby gives his/her/their consent and no objection to the aforesaid integration of the Additional Area with the Project as well as integration of its entry/exit/trunk services viz roads, sewer, drainage, water supply line etc.
- c) The Allottee/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 the face/facade of the building to be constructed on the Plot or anywhere on Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot and construction thereon. The Allottees shall 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.
- d) The Allottee agrees and undertakes not to construct a front boundary wall in front of the Plot. Any such construction shall be deemed unauthorized and subject to removal at the Allottee's cost and expense. The Allottee shall ensure compliance with this condition at all times. The Owner/applicant if desires, is permitted to not construct boundary wall in front of plot, so that the said area can be utilized for parking.
- e) Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/ her/ its own cost and expense, in good repair and condition and shall not do or suffer to be done anything in or to the Plot which may be in violation of any laws or rules of any authority and keep the Plot, its 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.
- f) The Allottee/Association of allottees shall plan and distribute its electrical load in conformity with the

electrical systems installed by the Company and thereafter, the Maintenance Agency. The Allottee shall be responsible and liable for any loss or damages arising out of breach of any of the aforesaid condition and accordingly shall indemnify and keep the Company indemnified against any claim, loss, damage, cost

which may arise due to such a breach committed by the Allottee.

- g) The Allottee agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Plot by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third-party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Total Price and any other amounts payable apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Plot only when the Ownership/title in the same is conveyed/transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter may issue the permission/NOC as may be required by the banks/financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking/declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach/default that may be committed by the Allottee to the third party(ies)/banks/financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker/financial institution to facilitate the Allottee to obtain the loan from such bank/financial institution for purchase of the Plot. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Allottee's banker/financial institution in the event of any breach of the terms and conditions under the loan agreement/tripartite agreement committed by the Allottee.
- h) The Allottee/s is made aware that the Promoter may be required to obtain revised/amended environmental clearance from time to time and the Allottee/s hereby gives their irrevocable consent for Promoter to apply and obtain such revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoter from the Allottee/s thereto.
- i) The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies, PWD, Municipal Corporation, Directorate Town and Country Planning, pollution control board etc. and which includes operation of the rain water harvesting/ ground water recharging, water treatment plant, effluent treatment plant, fossil fuel operated generators, dependable mechanical/hydraulic parking (if provided), solar water heater, photovoltaic panels/lights, ventilation devices, firefighting systems / pumps / equipment / alarm / sprinklers, organic waste converters(OWC), solid waste segregation, Garbage chute(if any), dewatering pumps, water pumps, sewage treatment plant, and other equipments and processes etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoter and/or the ultimate organization of tenement Allottees or the maintenance agency to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed/required by the concerned authority and the Allottee/s agrees to contribute to the cost involved in these processes on prorata basis or as decided by the ultimate organization. The Allottee/s shall not hold the Promoter accountable or liable for any penalty or action taken by any authority for failure on the part of the Allottee or the ultimate organization to comply with the required laws/policies/rules/procedures for obtaining consents/certifications/permissions etc. for the operations, upgradation, modification, periodic monitoring and maintenance of such equipments/ devices and processes. The Allottee/s hereby always indemnifies the Promoter from all costs and

consequences arising out of above-mentioned failure on the Allottees' part or on the part of ultimate

organization.

23. ADHERENCE TO THE DEEN DAYAL JAN AWAS YOJNA – AFFORDABLE HOUSING POLICY 2016:

The said Plot shall be subject to the provisions of the Deen Dayal Jan Awas Yojna – Affordable Housing Policy 2016 or any statutory enactments or modifications thereof. Therefore, the Allottee or any subsequent allottee of the said Plot shall adhere to the norms of the said Deen Dayal Jan Awas Yojna – Affordable Housing Policy 2016. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection. It is made clear that the Company shall be the sole owner of the lands, facilities, amenities outside the said Plot and within the boundaries of the said Project and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no right or claim whatsoever of any sort therein.

24. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

It is specifically clarified by the Company that this Agreement is not assignable and the Allottee has no right whatsoever to assign, transfer, nominate or convey this Agreement in any manner to any third party without a prior written explicit consent of the Company which consent may be denied by the Company in its sole discretion. In case such consent is given it may be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Company may impose from time to time in this regard. The Allottee shall pay to the Company a nomination fee /transfer fee as applicable time to time and other applicable charges (such as documentation charges) and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/assignment/transfer/ conveyance, if so permitted by the Company at its sole discretion.

In the event the Allottee has obtained finance/loan against the said Plot from any financial institution/bank, then a No Objection Certificate/letter (NOC) by such financial institution/bank shall also be submitted to the Company in a format approved by the Company, permitting/ consenting to the requested assignment/transfer, by the Allottee in respect of the Plot.

In the event that any such request for assignment/ transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, bye-laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or any other adverse consequence whatsoever on account of such permission being accorded by the Company at the request of the Allottee.

25. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as stated in Schedule B within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Company has an obligation to execute the Agreement and also register the said Agreement as per the provision of relevant act of the State. If the Allottee fails to execute and deliver to the Company, this Agreement within thirty (30) days from the date of its receipt by the Allottee and further fails to execute the said Agreement and register the said Agreement, as per intimation by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the Allottee, the Application of the Allottee shall be treated as cancelled and all

sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Company has an option to forfeit the booking amount.

26. 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, whether made by owners/promoter and/or broker/agent/business partners/employee or any other representative of the promoter, if any, between the Parties in regard to the said Plot, as the case may be.

27. RIGHT TO AMEND:

The Allottee agrees and understand that terms and conditions of the Application and those 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 and the Company.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 Project shall equally be applicable to and enforceable against any subsequent allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

29. WAIVER NOT A LIMITATION TO ENFORCE:

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

30. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the said Project, the same shall be the proportion which the Plot Area bears to the total plot area of all the plots in the said Project.

32. STAMP DUTY AND REGISTRATION OF THE AGREEMENT:

It is clearly understood and agreed by the Allottee that the stamp duty, registration and any incidental charges relating to and in respect of this Agreement and Conveyance shall be borne and paid by the Allottee only.

33. PLACE OF EXECUTION:

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at Panipat after all the copies duly executed by the Allottee are received by the Company. After the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution, the said Agreement shall be registered as per provisions of the applicable laws at Panipat, Distt. Panipat (Haryana). Hence this Agreement shall be deemed to have been executed at Panipat, Distt. Panipat(Hr.).

34. DISPUTE RESOLUTION BY ARBITRATION:

All or any disputes, differences or claims arising out of or relating to or concerning or in relation to the terms of this Agreement shall be settled amicably by mutual discussion within fifteen (15) days from the date of receipt of the notice regarding such a dispute, difference or claim by one Party from another failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The seat of the arbitration proceedings shall be at in Panipat and the proceedings shall be held in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties.

35. NOTICES:

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

Name of Allottee:

Allottee Address:

Promoter name: M/s Sunbreeze Builders & Developers
Pvt. Ltd

Promoter Address: C-9/15 & 54, Sector-7, Rohini, New
Delhi- 110085

It shall be the duty of the Allottee to inform the Company of any change 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 Allottee.

36. JOINT ALLOTTEES:

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

37. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in

For Sunbreeze Builders & Developers (P) Ltd.

Allottee(s)

respect of the said Plot, prior to the execution and registration of this Agreement for the said Plot, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

38. 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 of Haryana for the time being in force. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

39. JURISDICTION:

The Courts at Panipat shall have the exclusive jurisdiction to adjudicate upon any matter arising out of or in connection with this Agreement.

The terms & conditions of this Agreement have been read/understood by me / us and I/ we hereby accept the same willfully and voluntarily.

IN WITNESS WHEREOF the Parties hereto have hereunto put their respective hands the day and year first herein above mentioned.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Sunbreeze Builders & Developers Pvt. Ltd.

Witness:

Signature_____

Signature_____

Name_____

Name_____

Address_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s): (including joint Allottees)

Witness:

1. Signature_____

Signature_____

Name_____

Name_____

Address_____

Address_____

2. Signature_____

Name_____

Address_____

For Sunbreeze Builders & Developers (P) Ltd.

Allottee(s)

SCHEDULE "A"

DESCRIPTION OF THE PLOT FOR RESIDENTIAL USAGE

Project : **SHUBHANGAN 2 Panipat**
License No. : **114 of 2024 dated 08.08.2024**
RERA Regn. No. : _____
Plot No. : _____
Plot Area : _____Sq. Yrds. (_____Sq.Mtr.)

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SCHEDULE-B
PAYMENT PLAN
(Shubhangan 2- Panipat)

MODEL PAYMENT PLAN	
MILESTONE	PAYMENT
AT THE TIME OF BOOKING	10% OF SALE CONSIDERATION
UPON PAYMENT OF 10%	BBA WILL GET ISSUED WITHIN 45 DAYS
UPON START OF EARTH FILING WORK	10% OF SALE CONSIDERATION
UPON START OF SEWERAGE WORK	10% OF SALE CONSIDERATION
UPON START OF STORM WATER LINE	10% OF SALE CONSIDERATION
UPON START OF LAYING OF WATER SUPPLY LINE	10% OF SALE CONSIDERATION
UPON START OF INTERNAL ROAD WORKS	20% OF SALE CONSIDERATION
UPON START OF ELECTRICIFICATIONS WORKS	10% OF SALE CONSIDERATION
UPON START OF LANDSCAPING WORK	10% OF SALE CONSIDERATION
ON RECEIVING OF COMPLETION CERTIFICATE OR OFFER OF POSSESSION	10% OF SALE CONSIDERATION+ OTHER CHARGES*

OTHER CHARGES* (include the following):

I.F.M.S	INR 1,00,000/- (one time)
EDC/IDC	INR 2800/- PER SQ. YRDS. (one time)
PLC; GREEN / CORNER / WIDE ROAD (if Applied)	10% OF Basic Sale Price for each

Note:

- Sale Consideration = (BSP + GST +PLC as Applicable)
- Abbreviations: BSP- Basic Sale Price, SC- Sale Consideration, EDC- External Development Charges, IDC- Internal Development Charges, IFMS- Interest Free Maintenance Security, PLC- Preferential Location Charges.
- The final amount of the above-mentioned charges shall be communicated at the time of offer of possession, as these charges cannot be quantified at this stage and shall be demanded extra as applicable and/or as per actuals.
- The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Plot and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Allottee. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee/s.
- The Allottee/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association, membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc. which shall be payable additionally

For Sunbreeze Builders & Developers Pvt. Ltd.

Allottee(s)

by the Allottee.

- In addition to above, the prevailing stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common Areas to the Association shall be payable by the Allottee/s.
- The Allottee/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee/s.
- Possession date will be as per the terms of allotment or agreement to sell from the date of start of development work for the project subject to Force-Majure conditions. Possession related charges include, but not limited to, Electrical connection & Electric Meter Charges, Water Meter Charges. These will be charges separately as per prevailing rates.
- One-time road resurfacing charges shall be charged as and when applicable.
- Total Price as mentioned above does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Plot; (ii) cost of running, maintenance and operation of Common Areas of the Project; or (iii) for any rights and interest over the Commercial Area (except for a right to use Common Areas on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottee at the Project); or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project; or (v) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.
- All payments must be made by Cheque/DD only in the favor of "**M/s Sunbreeze Builders and Developers Pvt. Ltd.**" payable at par.
- The Above mentioned area is subject to Area Audit.
- All disputes shall be subject to Panipat jurisdiction only.

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For Sunbreeze Builders & Developers Pvt. Ltd.

Allottee(s)

SCHEDULE "C"

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

Provision for Followings: -

Connection point to main Sewer line.

Connection point to main Storm Water line.

Plumbing connection point at Plot entry.

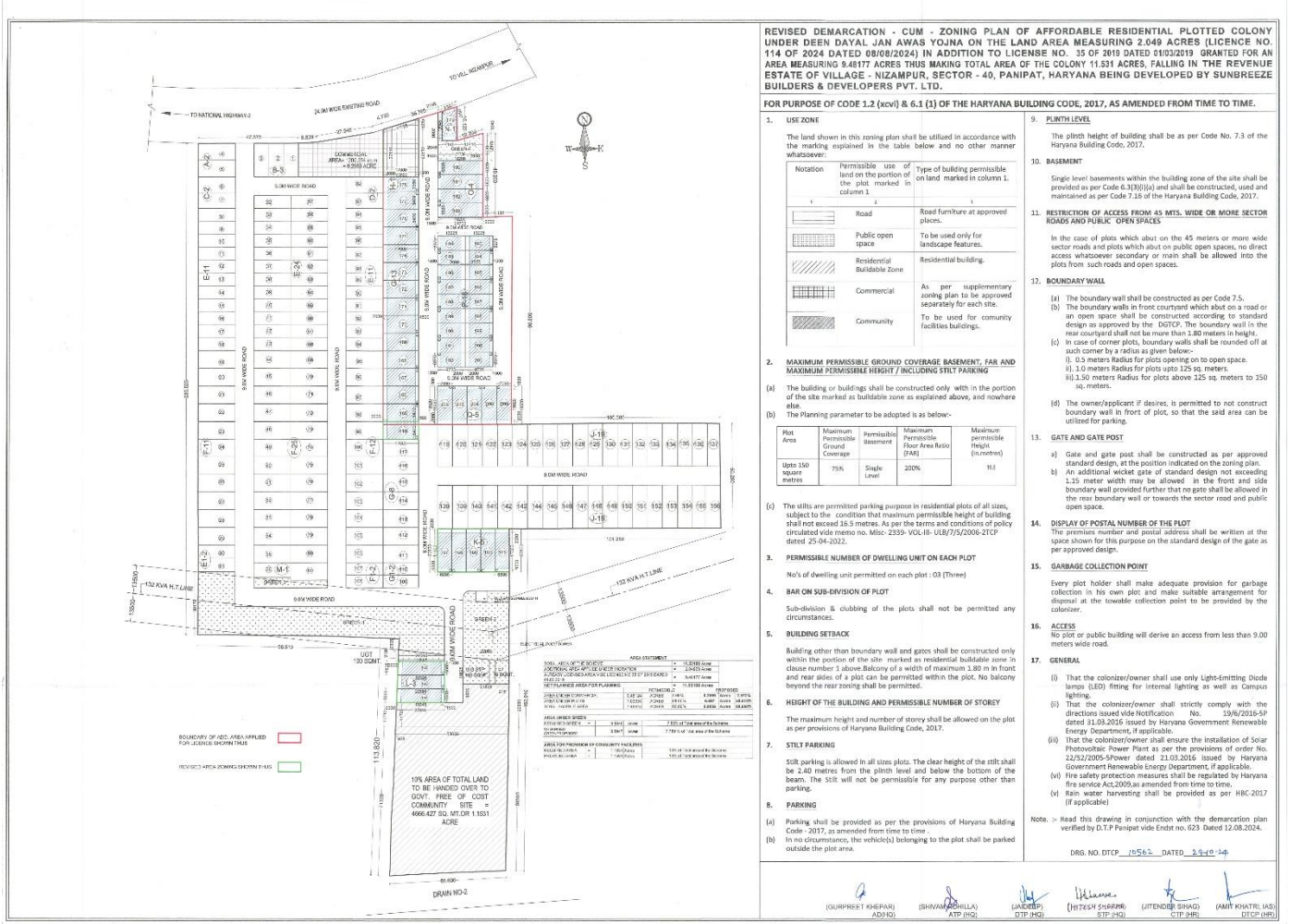
Electrical connection at Feeder Point.

Corners pegs for Plot demarcation.

9 Mt. wide road including pavement, inside the project.

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SCHEDULE "D"



SCHEDULE "E"

DETAILS OF TIMELINES OF HANDING OVER OF POSSESSION OF THE PLOT

1. The Company will offer possession of the said Plot to the Allottee within thirty- six (36) months plus six (06) months grace period from the date of signing of this Agreement subject to Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the - Panipat project. If, the completion of the said Project is delayed due to the above conditions, then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the unit for commercial usage.
2. The Company will offer possession of the said unit to the Allottee as per the terms specified in this Agreement. Any delay by the Allottee in taking possession of the said unit from the date of offer of possession, would attract holding charges as per terms of this Agreement.
3. Subject to the terms and conditions of this Agreement, in case of any delay (except for Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the SHUBHANGAN 2-Panipat project) by the Company in completion of development of the said Plot and the Allottee not being in default/breach of the terms and conditions set out in this Agreement, the Company shall pay compensation as per terms of the said Agreement.

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