AGREEMENT FOR SALE

THIS PLOT BUYER'S AGREEMENT FOR SALE ("Agreement") is made and executed on this ____ day of _____, 2026, at Sohna, Gurgaon Haryana, India;

AMONGST

1. **Faith Buildtech Private Limited** [(CIN no. **U70101DL2010PTC207871**) (PAN **AABCF5891J**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4,1st Floor, Malviya Nagar, New Delhi-110017), represented by its authorized signatory, **……..**, (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the FIRST PART;

AND

2. **Adishwar Real Estate Private Limited** [(CIN no. **……**) (PAN **……**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Naga, New Delhi-110017, represented by its authorized signatory, **……**,

3. **Vishwas Propbuild Private Limited** (CIN no. **……**) (PAN **……..**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Nagar, New Delhi- 110017 represented by its authorized signatory, **……**,

4. **Pearlstone Real Estate Private Limited** [(CIN no. **……..**) (PAN **……**) a company incorporated under the provisions of the Companies Act, 1956,

having its registered office at C4,1st Floor, Malviya Nagar, New Delhi-110017 represented by its authorized signatory,

5. **Coral Buildhome Private Limited** (CIN no. **…….**) (PAN **……..**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Nagar, New Delhi- 110017 represented by its authorized signatory, **……,**

6. **Success Propbuild Private Limit**ed(CIN no. **…….**) (PAN **……..**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Nagar, New Delhi- 110017 represented by its authorized signatory, **……,**

(hereinafter collectively referred to as the **"Owners"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successor-in-interest and permitted assigns) of the **SECOND PART**;

The "**Developer**" and the "**Owners**" shall hereinafter jointly referred as the **"Promoters";**

AND

1. **[*If the Allottee is a company*]**

_____, [(CIN no. _____) (PAN _____)],a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 1"**);

[OR]

[*If the Allottee is a LLP*]

_____, [(LLPIN _____) (PAN _____)] a LLP incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____represented by its designated partner,

_____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 1"**);

[OR]

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as **"Allottee 1"**),

[OR]

[*If the Allottee is an Individual*]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)], son/ daughter of _____, aged about _____, residing at _____(hereinafter called **"Allottee 1**);

[*OR*]

[*If the Allottee is a HUF*]

Mr._____ **[**(Aadhar no. _____) (PAN _____)], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara

Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as **"Allottee 1**);

[*OR*]

2. ***[If the Allottee is a company*]**

_____, [(CIN no. _____)(PAN _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____, represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 2");**

[OR]

[*If the Allottee is a LLP*]

_____, [(LLPIN _____) (PAN _____)] a LLP incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____represented by its designated partner, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 2"**);

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as **"Allottee 2");**

[OR]

[*If the Allottee is an Individual*]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)],son/ daughter of _____, aged about _____, residing at _____, (hereinafter called "**Allottee 2"**);

[*OR*]

[*If the Allottee is a HUF*]

Mr._____ (Aadhar no. _____) [PAN no._____], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as **"Allottee 2"**);

3. ***[If the Allottee is a company*]**

_____, [(CIN no. _____) (PAN. _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____, represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 3"**);

[OR]

[*If the Allottee is a LLP*]

_____, [(LLPIN _____) (PAN _____)] a LLP incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____represented by its designated partner,

_____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as **"Allottee 3"**);

[OR]

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as **"Allottee 3");**

[OR]

[*If the Allottee is an Individual*]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)], son/ daughter of _____, aged about _____, residing at _____, (hereinafter called "**Allottee 3");**

[*OR*]

[*If the Allottee is a HUF*]

Mr._____ **[**(Aadhar no. _____) (PAN_____)], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at

_____, (hereinafter referred to as **"Allottee 3");**

Allottee 1, Allottee 2 and Allottee 3 are hereinafter, jointly or individually as the case may be, referred to as the "**Allottee",** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/their (applicable to the allottee/s which is/are company/ies)

successors-in-interest, permitted assigns, (applicable to the allottee/s which is/are partnership/s) 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, (applicable to the allottee/s which is/are individual/s) heirs, executors, administrators, successors-in-interest and permitted assigns (applicable to the allottee/s which is/are HUF/s) the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART;**

The 'Promoters' and 'Allottee' shall hereinafter jointly be referred to as **"Parties"**.

DEFINITIONS:

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

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

(b) "Government" means the Government of the State of Haryana;

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

(d) "Section" means a section of the Act.

WHEREAS:

A. A. The Owners are the absolute and lawful owner of the land as detailed hereinbelow:-

Land Schedule Village – Khaika , Tehsil Sohna , Distt Gurgaon , Sector – 4 & 28 Sohna (12.575 Acres)

Land Schedule Sector - 4 & 28(12.575 Acres)							
1	Land owned by Coral Buildhome Pvt. Ltd.						
	Village	**Rect. No.**	**Killa No.**	**Total Area**		**Taken Area**	
				K	**M**	**K**	**M**
	Khaika	20	6	8	0	8	0
			7	8	0	8	0
			8/1	4	8	4	8
			Total	**20**	**8**	**20**	**8**
						2.55	**Acres**
2	Land owned by Adishwar Real Estate Pvt. Ltd.						

	Khaika	19	11	8	0	8	0
			20	7	11	6	13
			21	7	12	1	1
		20	8/2	3	12	3	12
			9	4	8	4	8
			12/1	4	8	4	8
			12/2	4	8	4	8
			13	8	0	8	0
			14	8	0	8	0
			15	8	0	8	0
		22	4	8	0	5	1
			5	8	0	1	4
		23	1	7	12	0	4
			Total	**84**	**71**	**60**	**59**
						7.86875	**Acres**
					Total	**80**	**67**
						10.41875	**Acres**
3	Land owned by Vishwas Propbuild Pvt. Ltd. (68/108 Share), & Success Propbuild Pvt. Ltd. (40/108 Share).						
	Khaika	22	7/1	3	14	3	14
			Total	**3**	**14**	**3**	**14**
						0.4625	
5	Land owned by Pearl Stone Real Estate Pvt. Ltd.						
	Khaika	19	9	8	0	5	11
			10	8	0	8	0
			Total	**16**	**0**	**13**	**11**
						1.69375	**Acres**

					Total	**16**	**25**
						2.15625	**Acres**
					G Total	**96**	**92**
						12.575	**Acres**

B. The Owners are absolute and lawful land owners in possession of the land measuring 12.575 Acres situated in the revenue estate of village Khaika, Tehsil Sohna and Distt. Gurugram, Haryana (said "**Land**") vide sale deed(s) no. 3342 dated 10.08.2011, 5754 dated 25.03.2011,5752 dated 25.03.20211,5753 dated 25.03.2011,2134 dated 08.07.2011,2733 dated 27.07.2011 , 2734 dated 27.07.2011,3468 dated 08.09.2014 registered at the office of the Sub-Registrar Sohna. The Owners and the Developer has entered into following Development Agreements / Memorandum of Understandings under which the Developer has given business advances to the Owners to secure its rights to do the development over the land parcels owned by the Owners:

# No.	**Name of the Owner**	**MOU Executed on**	**DA Executed on**
1	Adishwar Real Estate Pvt. Ltd.	10-Feb-11	10-Oct-12
2	Coral Buildhome Pvt. Ltd.	-	30-Jun-11
3	Pearl Stone Real Estate Pvt. Ltd.	-	2-Jan-13
4	Success Propbuild Pvt. Ltd. (Earlier known as Achievers Real Estate Pvt. Ltd.)	4-May-11	10-Oct-12
5	Vishwas Propbuild Pvt. Ltd.	-	31-May-11

Subsequently the Owners and the Developer has also entered into collaboration agreements bearing vasika no. 10002 dated 27.11.2025 and GPA Vasika Number 200 dated 27.11.2025 , all the documents are duly registered with the office of Sub-Registrar Sohna, Gurugram to develop the said Land on the terms and conditions stipulated therein.

C. The Owners and the Developer has applied and obtained a License No. 115 of 2026 (

the "**License**") to set up an Affordable Plotted Colony (DDJAY-2016) on the said Land from the Director General Town and Country Planning, Haryana, Chandigarh ("**DTCP**") under the Haryana Development and Regulation of Urban Areas Act, 1975 ("**Act**") on the terms and conditions as stipulated in the said License. That layout plan for the DDJAY Plotted colony was sanctioned vide Memo No DTCP-…… dated ……...

D. In pursuance of the said License, the Promoters have conceived of the said Affordable Plotted Colony under Deen Dayal Jan Awas Yojana 2016 (DDJAY) over the said Land situated in the revenue estate of village Khiaka , Sector-4 & 28 , Tehsil Sohna, Distt. Gurugram, Haryana known as "**PridePark - II**" (the "**Project**"). The said Project shall be developed in confirmation with the approved layout/demarcation /zoning /building plan and development works shall be executed in accordance with the designs and specifications shown in the approved plans.

E. The Promoters have obtained the final layout plan along with necessary permissions from DTCP. The Promoters agree and undertake that they shall not make any

F. changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

G. The Promoters have obtained the requisite environment clearance, other clearance, permissions, if any, to/from the competent authority to develop the Project.

H. The Promoters have registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurgaon, Haryana on **……..** under registration no……. Further, the Project related documents have been uploaded on the website stipulated under the Act. The Allottee has examined the documents and is fully satisfied with the same.

I. The Allottee had applied for allotment of a plot in the Project vide application no. ……..dated **……..** and has been allotted plot no. **……..**Type **Plot** having area of **……..** square meter (**……..** sq. yards) (hereinafter referred to as the "**Plot**", more particularly described in **Schedule 'A'** and the Site plan of the Plot is annexed hereto and marked as **Schedule 'B'**) along with pro rata share in the common areas as permissible under the Haryana Development and Regulation of Urban Areas Act, 1975.

J. The Allottee, prior to execution of this Agreement, has requested the Promoters and

the Promoters have allowed the Allottee to inspect all documents related to the ownership of the said Land, the License, layout, zonal plan, sanctions, approvals, and plans thereto and also all other documents relating to the right and title of the Promoters to develop, market, sell, etc. the Plot and also to convey the interest agreed to be transferred hereunder in the Project.

K. The Allottee represents and confirms that it has inspected all the documents sanctions, permissions, approvals and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Project. The Allottee confirms that there shall be no requisition/ re- investigation/ objections by it in this regard.

L. The Allottee understands and acknowledges that by executing this Agreement, it would be deemed that it has completed all due diligence to its entire satisfaction, including, inter alia, with respect to the right, title and interest of the Promoters to develop and market the said Plot/ Project and the Allottee confirms that it has sufficiently investigated and gone through ownership records, approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoters to convey the said Plot. Prior to entering into this Agreement, the Allottee has confirmed and assured the Promoters that it has full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to the Project and the implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that it shall comply with the applicable laws, or any statutory amendments or modifications thereof or any rules and regulations made thereunder, in a manner so that the provisions of this Agreement are not violated.

M. The Allottee has also investigated various options of plots available from other developers as well as for resale in Sohna and/or Gurugram, Haryana, India and also more specifically various options for such products in the local vicinity of the Project. The Allottee hereby declares and confirms that the decision to purchase the Plot is based solely on its own independent investigations and judgement.

N. The Allottee understands and acknowledges that, save and except to the extent of being bound to provide such specifications, amenities or other obligations specifically agreed herein in this Agreement, the Promoters specifically disclaims any other responsibility, obligation, promise, representation, whatsoever, whether written or verbal, that may have been or may be made henceforth by the Promoters or any representative, agent, employee or any other person purporting to act on behalf of the Promoters.

O. The Allottee has represented and warranted to the Promoters that it has the financial ability, wherewithal, legal and valid power and authority to enter into and perform the

obligations under this Agreement.

P. The Allottee is aware that the said Project wherein the said Plot is situated, derives its landmark status and exclusive appeal from the unique value added services/amenities being installed in the Project by the Promoters supported by consistently excellent standards of maintenance thereof and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such status and appeal. Towards this end, the Allottee is willing to execute the Maintenance Agreement for the Project with the Maintenance Service Agency ("**MSA**") as may be identified and designated by the Promoters in the standard format prescribed by the Promoters. The Allottee undertakes to make payment of applicable maintenance charges decided in due course to the Promoters/MSA accordingly.

Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

R. The Allottee hereby assures, represents and warrants to the Promoters that it shall comply with the terms hereof and with all applicable laws and statutory compliances with respect to the Plot, the license for the Project granted by the competent authority, and the said Land and any construction to be raised thereon.

S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Plot as specified herein this Agreement.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot/ Unit for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.

1.2 The Total Price of plot for Residential usage along with other charges as per approved demarcation plan is ` _____ (Rupees _____ only) ("Total Price") (Give break up and description):

Plot No. _____ Block No. _____ Area of the Plot (in square meter) _____ Parking (if applicable) _____	Rate of Plot per square meter
Total price (in rupees)	_____

Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Plot for Residential usage (as the case may be) alongwith parking (if applicable);

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Plot for Residential usage (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

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

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

(iv) The Total Price of Plot for Residential usage (as the case may be) alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, 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 usage (as the case may be) alongwith parking (if applicable) in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/

or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (" Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).

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

1.7 The Promoter shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter 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 Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter as agreed in para of this Agreement

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot for Residential usage (as the case may be) alongwith parking (if applicable) as mentioned below:

(i) The Allottee shall have exclusive ownership of the Plot for Residential usage alongwith parking (if applicable);

(ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(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, 2017 of the State;

(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot for Residential usage (as the case may be).

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of ` _____ (Rupees _____ _____only) as booking amount being part payment towards the Total Price of the Plot for Residential usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot for Residential usage (as the case may be) alongwith parking (if applicable) 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 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 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 **"Faith Buildtech Pvt Ltd Pride Park-II Collection A/c"** payable at Gurugram.

The Promoters shall not receive any cheque from any other person's account than the Allottee itself. The dishonour of cheque for any reason whatsoever shall be treated breach of contract entitling the Promoters to cancel the allotment. However, the Promoter may condone the dishonour of cheque in exceptional circumstances subject to the Allottee paying a such penalty along with applicable GST for each such dishonoured cheque / amount apart from penal interest for the period of delay in payment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the 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 shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot 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 authorizes the Promoters to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust its payments in any manner. The Allottee further agrees that the Promoters shall adjust all the amounts received from the Allottee first towards interest on overdue instalments and only thereafter towards the previous/ overdue instalments or any other outstanding demand and finally the balance, if any, would be adjusted towards the current instalment or current dues towards which the payment has been tendered.

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 Plot for Residential usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot for Residential usage (as the case may be) alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications,

amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the _____ [Please insert the relevant State laws] and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE (AS THE CASE MAY BE):

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

The Promoter assures to hand over possession of the Plot for Residential usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot for Residential usage (as the case may be).

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

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

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

(B) Procedure for taking possession of built-up Unit/ Apartment - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith

parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

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

7.3 Failure of Allottee to take Possession of Plot for Residential usage - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot for Residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot for Residential usage to the allottee as per terms and condition of the agreement.

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

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

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

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

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "force majeure", Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot for Residential usage alongwith parking (if applicable).

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

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot for Residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owners have absolute, clear and marketable title with respect to the said Land. The Promoters have 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 Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot for Residential usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Plot for Residential usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

(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 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 Plot 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 Plot 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 Plot for Residential usage alongwith parking (if applicable)

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, 2017;

(ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;

(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 said project to the competent Authorities till the offer of possession of plot/ apartment/ commercial unit/ IT unit 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, 2017;

(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 property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoters fail to provide possession of the Plot to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, it shall mean the Project having development work such as provision of water supply, sewerage, electricity, roads, or any other amenities approved in the demarcation-cum-zoning plan for habitable condition (as per the guidelines of the competent authority) and for the same Promoters have obtained/shall obtain demarcation-cum-zoning plan/ part completion / completion certificate as the case may be from the competent authority;

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

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

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot for Residential usage alongwith

parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

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

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot for Residential usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoters, on receipt of Total Sale Value of the Plot as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee and upon execution of necessary documents including the indemnity bond, affidavits, etc. by the Allottee, shall along with the Owners, execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the part completion/completion certificate/demarcation-cum-zoning, to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within three (3) months from the date of issue of part completion/completion certificate/demarcation-cum-zoning. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The Promoters shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee has taken any loan from any bank/ financial institution for the Plot, the original transfer documents including the conveyance deed shall be directly handed over by the Promoters to the lending institution, if so required by them.

11. MAINTENANCE OF THE SAID PLOT/ PROJECT:

The Promoters/MSA 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/RWA upon the issuance of the part completion/completion certificate of the Project. The Allottee undertakes to execute the maintenance agreement and make payment of applicable maintenance accordingly. The cost of such maintenance has not been included in the Total Sale Value of the Plot.

The Allottee agrees to deposit and shall keep deposited as per Payment Plan a non-fundable Interest Free Maintenance Security Deposit (IFMSD) calculated at the rate of Rs. 500/- per sq. yds. On the area of the said Plot to secure the adequate provisions of the maintenance of Common Areas and facilities and also to secure the payment of maintenance charges, electricity charges, and other charges if any as raised by the Promoters/ MSA.

The Allottee authorizes the Promoters/MSA to adjust and use the amount of IFMSD against unpaid amount of maintenance charges, electricity charges, and other charges. On account of this adjustment, if the amount of IFMSD falls below the total of IFMSD deposited and to be kept deposited by Allottee to the extent as mentioned hereinabove, the Allottee shall replenish the same within 30 days from the demand raised.

Upon handing over the maintenance of the Project to the association of allottees/RWA, the balance IFMSD shall be transferred to them and upon such transfer the Promoters shall be completely discharged of all its obligations and responsibilities.

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 from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

13. RIGHT TO ENTER THE PLOT 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other 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 and Service Areas: 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, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

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

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

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

The Parties are entering into this Agreement for the allotment of a Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the execution of this Agreement, in the event the Promoters creates any charge on the Plot/ Project 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 the Plot

Without prejudice, the Allottee hereby authorizes and permits the Promoters to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the Project or any part thereof including the said Plot, subject only to the condition that a NOC for the said Plot shall be obtained either from the said institution, company or bank before the execution of the Conveyance Deed. The Allottee further understands and agrees that the provisions of this Agreement are and shall continue to be subject to and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Promoters and furthermore such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Plot or excuse the Allottee from performing all the other obligations hereunder or be the basis of any claim against the Promoters.

19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the promoter have an obligation to execute 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 the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee

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 an 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 promoter has an option to forfeit ten percent of booking amount.

20. 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable).

21. RIGHT TO AMEND:

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

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

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 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.

23.2 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.

24. 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.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) bears to the total area/ carpet area of all the Unit/ Apartments/Plots in the Project.

26. 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.

27. 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 _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at _____. Hence this Agreement shall be deemed to have been executed at _____.

28. NOTICES:

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

Allottee:

Promoters:
Faith Buildtech Private Limited

It shall be the duty of the Allottee and the Promoters 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, as the case may be.

29. JOINT ALLOTTEES:

That in case there are Joint Allottees, 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.

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the unit/ apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

31. 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.

32. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

   Name _____

   Address _____

2. Signature _____

   Name _____

   Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT/ PLOT

SCHEDULE 'C' - PAYMENT PLAN

Plot No **Name** Area	

S. No	Charges	Amount (Rs.)
1.	Sale Value * (INR)	
2.	Preferred Location Charges (PLC), if applicable (INR)	
3	Non-refundable Interest Free Maintenance Security Deposit	
Total		

Payment Plan

Booking application money which is not exceeding 10% of the total cost of the Plot is already paid at the time of allotment. Balance consideration amount shall be paid as under:

Sl No	**Stage of Payment**	**Percentage**
1	At the time of booking along with allotment letter	……
2	Within 30 days of date of execution of this agreement for sale	10% of TSP
3	Within 60 days of date of execution of this agreement for sale	10% of TSP
4	On start of sewerage works or within 75 days of date of execution of this agreement for, whichever is later.	15% of TSP
5	On start of water supply works or within 105 days of date of execution of this agreement for sale, whichever is later.	15% of TSP
6	On start of electrical works or within 135 days of date of execution of this agreement for sale, whichever is later.	15% of TSP
7	On start of internal roads or within 165 days of date of execution of this agreement for sale, whichever is later	15% of TSP
8	On offer of possession	20% of Total Price + Stamp Duty + Registration Charges & Expenses

OR

Down Payment Plan

On Booking	……
Within 30 days of date of execution of this agreement for sale	30% of TSP
On offer of possession	70% of Total Price + Stamp Duty + Registration Charges & Expenses

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT & PROJECT