

PLOT BUYER'S AGREEMENT



SECTOR -89, FARIDABAD (HARYANA)

PLOT BUYER'S AGREEMENT

BETWEEN

PURI CONSTRUCTION PVT. LTD.
FANTABULOUS TOWN PLANNERS PVT. LTD.

AND

1. NAME :

2. NAME :

ADDRESS :

AMANVILAS, SECTOR 89, FARIDABAD [HARYANA]

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

resolution dated _____ Mr./Ms._____.

OR

** M/s. _____ **N/A** _____ a Company registered under the Companies Act, 1956, having its registered office _____
At _____ and Corporate Identification Number (hereinafter referred to as the _____
"Allottee", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Mr./Ms. _____ authorized by Board resolution dated _____.

COMPANY'S REPRESENTATIONS

WHEREAS confirming party and certain individuals (hereinafter referred to as "Land Owners" for the purpose of this Agreement) owned and possessed various parcels of land comprising total of over 100.32 acres or thereabouts falling in the revenue estate of Village Tikawali, Riwazpur, Bhupani and Badshahpur, Distt. Faridabad (Haryana).

AND WHEREAS Director General Town & Country Planning, Haryana, Chandigarh granted Licence no. 1 of 2015 (hereinafter referred to as Said Licence) to develop the land as detailed & described therein, into a residential Plotted colony (hereinafter referred to as said colony/said residential plotted colony/Amanvilas/Project), to the Land Owners whose names are set out in the Said Licence, which is also available on the website i.e. tcpharyana.gov.in.

AND WHEREAS the Said Colony is proposed to be set up in accordance with the terms and conditions of the Said Licence and layout plan presently approved vide Memo No. 21686 dt. 04-11-2015 and as may be revised and approved in future by the Competent Authority. The Company agrees and undertakes that it shall not make any changes to these approved plans except by following due procedure of law under the applicable provisions of the Act/Rules.

AND WHEREAS the Company and Confirming Party has also obtained the requisite approvals/permissions/NOC, as applicable, from other competent authorities and the Company has also obtained the requisite approval for change in beneficial interest and also the Confirming Party is the subsidiary company of Puri Construction Pvt Ltd. The Company has registered the Project under the provisions of the RERA Act and Rules with the Haryana Real Estate Regulatory Authority vide Registration No. 120 of 2017 dt. 28-08-2017 for the part licenced land being developed by it.

AND WHEREAS the Company is entitled to and is competent to develop, market and sell Plots in the Said Colony, receive monies, give receipts, execute conveyance, other documents etc., as may be necessary and expedient to give effect to the aforesaid purpose and all the legal formalities with respect to the right, title and interest regarding the Said Land on which Project is to be developed have been complied with.

ALLOTTEE(S) REPRESENTATIONS

The Allottee had applied for booking a residential plot in the Project vide application dated _____ and had been allotted Plot No., **Pocket-, Court, Amanvilas**, Sector-89, Faridabad, Haryana having plot area of **sq.yds.** ("plot"). and the layout plan of the plot/unit is annexed hereto and marked as Schedule/Annexure - I.

AND WHEREAS the Allottee(s) hereby confirm(s) and represent(s) that the Allottee(s) is executing this Agreement and also agree(s) to abide by the terms and conditions of this

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

Agreement including those relating to payment of Total Sale Price, Taxes, statutory charges etc.

AND WHEREAS the Allottee(s) represents and confirms that the Allottee(s) has satisfied himself about the competence of the Company to execute this Agreement, seen various documents, title deeds, licence(s), approved layout plan stagewise completion of the project including provisions for civic infrastructure etc., and has also familiarized himself with the dimensions and other details of the Said plot and also understood all limitations and obligations of the Company and the Allottee(s) in respect thereof and the Allottee(s) has confirmed that his investigation(s) are complete in all respects.

AND WHEREAS the Allottee(s) has/have further represented and confirmed that the Allottee(s) have chosen to invest in the Said plot/Said Colony after exploring all other options of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and the Allottee(s) find that the Said plot/Said Colony to be suitable for the Allottee(s) residence and that the Allottee(s) has/have considered all the legal terms set out in this Agreement and consulted their Counsels and the Company about the legal implications and that the Allottee(s) has/have no reservation about the terms and conditions set out in this Agreement and accordingly the Allottee(s) has/have now expressed his/their desire to enter into this Agreement.

The parties have gone through all the terms and conditions of 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 in the State and related to the Project;

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

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(s) hereby agrees to purchase the residential plot.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Definitions :

“Agreement” means the Plot Buyers Agreement/Buyer Agreement/Builder Buyer Agreement executed between the applicant and the company.

“Applicant/Allottee” means person(s)/entity, who has applied for booking of the said plot and who has appended his signatures in acknowledgement of having agreed to terms and conditions set out in the application form and who has executed the present agreement.

“Application Form” means whole of the Application Form including all annexures, schedules, terms and conditions for allotment of the said plot in the said Residential Plotted Colony duly executed by the applicant.

“Developer” means the Company who is entering into the present agreement i.e. M/s Puri Construction Pvt. Ltd. and includes its subsidiary company licensee – M/s. Fantabulous Town Planners Pvt. Ltd., its affiliates and collaborators.

“Earnest Money” means the 20% of the Total Sale Price of the said plot.

“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/or which adversely affects the Company’s ability to perform obligations under this Buyer’s Agreement, which shall include but not be limited to: acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; explosions or accidents, air crashes and shipwrecks, acts of terrorism; strikes or lock outs, industrial disputes; non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason, whatsoever; war and hostilities of war, riots, bandh, act of terrorism or civil commotion; 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; or any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Residential Plots sand Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever; any event or circumstances analogous to the foregoing.

“Said Plot” shall mean the specific Plot applied for by the allottee and/or allotted to the allottee and includes any alternative plot, if allotted to the allottee in lieu of the one applied for.

“Act” means” the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

“Government” means the Government of the State of Haryana;

“Rules: means the Haryana Real Estate (Regulation and Development) Rules, 2017;

“Section” means a section of Act.

“Government Charges” mean and include External Development Charges (EDC) and Infrastructural Development Charges (IDC) and Infrastructural Augmentation Charges (IAC), License Renewal Fee, other charges as applicable and notified as on date or to be notified in future by State of Haryana alongwith interest payable in terms of License No. 1 of 2015.

Details of Price Payable for the Said Plot

That the Allottee(s) has/have agreed to purchase from the Company and the Company has agreed to sell to the Allottee(s), Said plot in the Said Colony as per unit/layout plan attached as **Annexure-I** and as per details given below for the total sales price and other payments mentioned in the payment schedule (Payment schedule- **Annexure- II**, attached to this Agreement and same shall form part and parcel of this agreement. The Plot area mentioned in the Buyer Agreement shall not undergo any change, except minor variations due to physical site conditions/demarcation, beyond the control of the company. The total sale consideration mentioned herein this agreement is based upon the total plot area of the said plot and the total sale consideration and rate of the plot shall be proportionately apportioned/adjusted/increased for the net usable area of the plot, as per applicable policies of the State of Haryana. The net usable area of the plot is as per the zoning approval of the plot which has been shown and explained to the customer and which may be amended as per the prevailing Haryana Building Code.

DETAILS OF PRICING:

Plot Area : **Sq. Yds.**

Plot Area : **Sq. Mtrs.** [1 sq.yrd = 0.836 sq.meters]

Plot No: ; Pocket Name : **Court** ;

Rate : **Rs. 00** per sq. yds.

Rate : **Rs..** per sq. mtrs.

Total Sale Price : Rs./-

The Total price as mentioned above includes Basic Sale Price and other charges as mentioned in Annexure-II.

Maintenance Charges

The allottee shall be liable to make payment of applicable maintenance charges to the promoter/company or nominated agency or company undertaking maintenance of pocket/colony."

In addition to the Total Sale Price, the Allottee(s) shall be liable and agrees to pay the following charges at the time of offer of possession as the same has not been accounted for in the Sale price or under any other head, as these charges cannot be ascertained at the time of booking and shall be demanded at the time of offer of possession, as applicable at that relevant time :

- Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for the execution and registration of the conveyance/sale deed of the Plot in favour of the allottee(s) to be communicated at the time of offer of possession of the Plot, as applicable at that relevant time.
- Any other tax/cess/levy/penalty/charge(s)/IAC/Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof/statutory charge(s)/charge(s) incurred for making compliance with any current/subsequent law/notification or any current law/notification made applicable to the project/Plot/building/etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.

Subject to the terms and conditions of this Plot Buyers Agreement, on and after the payment of the Total Sale price and other charges and dues as per the Plot Buyers Agreement, the Applicant shall have the (i) ownership of the said Plot as per its plot area.

Mode of Payment

That the Allottee(s) hereby agrees to make all payments by A/c Payee cheques(s)/Demand Draft(s) payable at New Delhi/Delhi drawn in favour of M/s PURI CONSTRUCTIONS PVT LTD. A/C AMANVILAS.

The Company shall not receive any cheque from any other person other than issued from the bank account of any of applicant and refund, if any, shall also be only made in the name of any of the applicant subject to no objection by other applicants. The Company may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying a penalty of Rs. 5000/- along with applicable GST for each such dishonor apart from penal interest for the period of delay in payment.

The Company has made clear to the Allottee(s) that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/outside the Said Colony/pocket in which Said Plot is located and that the Allottee(s) on being made aware of this fact by the Company has/have confirmed that Allottee(s) shall not raise any objections or make any claims on account of inconvenience, if any, which may be suffered by him/them due to such developmental/construction or its incidental/related activities.

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

It is made clear by the Company and agreed by the Allottee(s) that all rights including the ownership thereof of land(s), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal with the same in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Company may deem fit. It is made clear by the Company to the Allottee(s) that the Company at any time has not made any commitment or charged any price for the ownership of the Allottee(s) any amenities/facilities which are specifically earmarked by the Company for the Company's ownership, though the Company may permit the occupants of the Said Colony to use such amenities and facilities upon payment of one time fee, entrance fees, subscription charges, security deposit etc. as may be decided by the Company/management of such amenities and facilities from time to time after execution of conveyance deed.

The Company had agreed to allot the Said Plot and the Allottee(s) confirms that these undertakings shall survive throughout the occupancy of the Said Plot by the Allottee(s), Allottee(s)'s legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Allottee(s) agree(s) to incorporate these conditions in the sale deed with the subsequent transferee(s).

Zoning/Building Plan Restrictions & Compliance of Haryana Building Code:

It is abundantly made clear to the Allottee(s) that in the zoning/building plan as approved by the Competent Authority, there are restrictions including but not limited to, area to be constructed by the Allottee(s) in each Plot and other norms as may be imposed by the Competent Authority. The Allottee(s) specifically agrees that the Said Plot shall not be partitioned/sub-divided / fragmented/ remodeled / additionally constructed in any manner to create more dwelling units than permissible, as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan approved/to be approved by the Competent Authority. Further the Allottee(s) specifically undertakes to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Said Plot/Said Colony as may be applicable from time to time.

It is made clear to the Allottee(s) that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee(s) hereby undertakes to abide by this condition. Similarly it is made clear that it may be permissible, subject to the approval of the Competent Authority, to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Allottee(s) that the approval of the building plan(s), occupation certificate etc.; shall be at their sole costs and responsibility and the Company shall have no role in the same whatsoever except as provided herein.

Govt. Charges and Taxes

In the event of any increase in Govt. charges, the Company makes it clear that if it is required to pay such Govt. Charges in such prospective/retrospective manner from the date of Licence(s), then the Company shall demand, and Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Said Plot bears to the total area of all the plots as calculated by the Company. It is made abundantly clear that all Govt. Charges are solely to the account of the Allottee(s) and the Company shall have no liability in this regard. Further it is made known to the Allottee(s) that the Government of Haryana may also levy other charges at any stage including on the completion of the Said Colony or thereafter, the demand for which will be raised by the Company and the Allottee(s) undertake(s) to pay the same. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee(s) that there could be future levies/increases in Govt. Charges during the occupation of the Said Plot and the same shall be charged and the Allottee(s) agree(s) to be liable and pay all

such future levies/increases as and when demanded by the Company and this undertaking by the Allottee(s) shall always survive the conveyance of the Said Plot in favour of the Allottee(s).

The Allottee(s) has/have agreed that having understood this position the Allottee(s) undertake(s) not to default on the payment of such prospective/retrospective increases in Govt. Charges as and when demanded by the Company. The Allottee(s) specifically recognize(s) that such demand when made will constitute unpaid Sale Price and agrees that even if such levies are demanded by the Company after the sale deed is executed in favour of the Allottee(s), the Company shall have lien on the Said Plot to the extent of such unpaid Sale Price and the Allottee(s) hereby confirm(s) that the Allottee(s) would not object, and agree(s) to cooperate if the Company resumes the possession and ownership of the Said Plot and / or take all legal measures to recover such unpaid Sale Price upon the Allottee(s) defaulting on such payment.

Earnest Money

The Company and the Allottee(s) hereby agree(s) that the Earnest Money for the purpose of this Agreement shall be 20% of Total Sale Price. The Allottee(s) hereby authorise(s) the Company to forfeit this Earnest Money in case of non-fulfillment of the terms and conditions herein contained.

Time is Essence of the Agreement

The payment on or before due date, of Sale Price and other amounts payable as per the payment schedule attached as per Annexure II, and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment schedule and other terms and conditions of allotment and failure to make full/complete payments of two consecutive instalments and/or non payment of any amount except booking amount and also in case the applicant/allottee fails to make payment of even a single instalment for six months, then the same shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only from the designated construction account of the said residential Plot as provided under RERA rules & act and after realization of the sales price from the new allottee. The Company shall at all times have the first lien and charges on the said Plot for all its dues payable by the Applicant to the Company. If the amount deposited/paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payable of the difference amount forthwith at the first written request from the Company.

Financial Capacity of Allottee

The Allottee may obtain finance from any financial institution / bank as already tied up with the company or any other source but the Allottee's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and financial institutions discretion for any reason to refuse to disburse and the Allottee will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said Plot. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Company. The company shall not be liable for refusal by any financial institution to advance any loan/finance to the Allottee, for any reason whatsoever.

Layout Plan Changes

The Company has informed the Allottee(s) that the Said Colony is planned to be developed by the Company in accordance with the layout plan sanctioned by the Competent Authority and as may be changed from time to time by the Competent Authority on the request of the company by the following due procedure of law. Any changes/modifications/amendments as may be made by the Competent Authority in the layout plan for the Said Colony in future, shall automatically supersede the present approved layout plan and become binding on the

Company and the Allottee(s). That the company may and/or has obtained Licence for additional area/land which may necessitate change in layout plan then also the Allottee shall have no objection to the same.

Further the allotment of the said Plot has been made to the Allottee with the specific knowledge and agreement with the Allottee that the Layout, measurements, dimensions, location and number of the said Plot, and other terms and conditions are tentative and are liable to change, alteration, modifications, revision, addition, deletion, substitution or recast due to changes/modification required by the competent/various statutory authorities/changes in law. The allottee hereby agrees that the Company is fully entitled to make such changes as required by the statutory authorities and the allottee waives his right to object to the same.

Schedule for Possession

Subject to other terms of this Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application Form/Agreement, the Company shall endeavor to offer the possession of the said Plot to the applicant/allottee within 36 [Thirty Six] Months from the date of execution of present agreement. Any delay by the company in completing offering possession within stipulated period shall attract penal interest calculated on the principal amounts received by the Company at the rate of SBI's highest marginal cost & lending rate plus 2%. Any delay in making payment of demanded installments by allottee shall also attract the same penalty of penal simple interest calculated at the rate SBI's highest marginal cost & lending rate plus 2% payable by the allottee. The adjustment of such compensation after deducting any waiver of interest, shall be done at the time of execution of the conveyance deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the full price thereof and all other sums/charges have been paid by the Applicant. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the said Plot, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company.

Subject to the faithful discharge by the Allottee(s) of his obligations, the Company assures to hand over possession of the said plot as per agreed terms and conditions unless there is delay due to "force majeure", Court Orders, NGT orders, Government policy/guidelines, delay in grant of Occupation certificate after application, 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 company shall be entitled to the extension of time for delivery of possession of the said unit.

That the Allottee agrees that unless a sale/conveyance deed is executed in his/their favour, the Land Owners/Company shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the Said Plot and this Agreement shall not give any right, title or interest in the Said Plot to the allottee.

The company shall make the best endeavours to facilitate the total completion of all the external services by HUDA, a government agency, in the periphery of the township/colony, however the onus and sole responsibility of the completion of all the external services is with HUDA and the company is not to be held liable for the same.

Failure of Allottee(s) to take Possession, Holding Charges.

In the event of Allottee(s) failure to take possession of the Said Plot, within 45 (Forty Five) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Allottee(s) risk and cost and the Allottee(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 80/-per sqyds per month for the entire period of such delay.

If the Allottee(s) fail(s) to come forward to take possession of the Plot for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be

entitled to cancel the allotment of the Said Plot and refund all monies paid by the Allottee(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new Allottee.

Payment of Holding Charges

The payment of holding charges shall be made by the Allottee(s) prior to the execution of the conveyance deed of the Said Plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance charges and interest on delayed payments, if any, and other charges, and not adjustable or substitutable to any other charges as provided in this Agreement.

Gated Colony and Security

Subject to all appropriate statutory and other approvals it is proposed in the layout plan that each block/pocket of the Said Colony shall be a gated colony surrounded by an external wall/fence/toe wall/grill/wall of plots constructed by allottees and manned by an appointed security agency with security systems in place, if so decided by Residents Welfare Association and/or by the company.

Registration

The Allottee(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance/sale deed of the Said Plot in favour of the Allottee(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Agreement.

The Allottee(s) shall be liable to make payment of all applicable stamp duty, Registration charge and all other incidental and legal expenses for registration of this agreement also, if required under applicable law.

Compliance of the terms of Payment and Interest on Late Payments

It shall be incumbent on the Allottee(s) to comply with the terms of payment and/or other terms and conditions of this Agreement failing which Allottee(s) shall forfeit to the Company the entire amount of Earnest Money and this Agreement shall stand cancelled and the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money would be refunded to the Allottee(s) by the Company only after realising such amounts to be refunded on resale of the Said Plot but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Plot for all its dues payable by the Allottee(s) to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Allottee(s) in not making payments as per the payment schedule attached as Annexure II, and/or Govt. Charges as per the Schedule of Government charges recovery, but on the condition that the Allottee(s) shall pay to the Company interest which shall be charged from the due date at the rate of SBI's highest marginal cost & lending rate plus 2%.

The Allottee shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the said Plot, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Allottee fails to deposit such amounts demanded within the period mentioned in the demand letter or in case of dishonor of cheques paid by the Allottee, the the Company shall have the right to cancel the allotment of the Said Plot and forfeit the Earnest Money and refund the balance amount, if any, to the Allottee, without any interest and resume the said Plot, if required.

The Allottee agrees that the Company shall be entitled to forfeit the Earnest Money amounts or any amount of payment/amount received towards Earnest Money, by whatever name called, in case of non-fulfillment/breach of the terms and conditions of the Application Form and/or the Agreement or booking or agreement is cancelled/terminated for any reason whatsoever. If the Allottee causes disrepute to the project/Company, in any way then the Company shall be entitled to terminate the allotment/ agreement by refunding the amounts received from the Allottee without any interest, as per opinion or discretion of the Company. Thereafter the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever.

Nominations

It is made clear to the Allottee(s) that the Company shall not permit any transfer, nomination and/or assignment till payment of 25% of the sale price. However, after receiving 25% of the sale price, the Company may, upon payment of charges as applicable from time to time after first transfer, which shall be done without any fee or charges, and subject to applicable laws and notifications or any Government/its agency/ body directions as may be in force, upon receiving a written request from the Allottee(s)/ its nominee, permit the Allottee(s) to get the name of Allottee(s)' nominee substituted in Allottee(s) place subject to such terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s). It is specifically made clear to the Allottee(s) that, as understood by the Company, at present there are no executive instructions of the competent authority(ies) to restrict any nomination in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Agreement to restrict nomination of the Said Plot by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same.

Company's right to raise finance

The Allottee(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of his/their Said Plot subject to the Plot being free of any encumbrances at the time of execution of conveyance/sale deed. The company has already provided/shall be providing the requisite NoC from the financial institutions from which the company has availed the loan and other facility at the time of execution of conveyance deed. The Company/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Allottee(s) or in respect of the loan granted for the purpose of construction.

No objection certificate from the Banks and Financial Institutions for execution of Conveyance/Sale Deed

In case of the Allottee(s) who has/have made arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.

Indemnification

The Allottee(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the Allottee(s).

Compliance with Laws, Notifications etc.

That the Allottee(s) confirms that the Allottee(s) has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications

and rules applicable to this area, including terms and conditions of the licence(s) granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Allottee(s) has familiarised himself/themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.

Cancellation of Licence

That the Allottee(s) confirms that the Allottee(s) has satisfied himself/themselves about the competency of the Company to undertake the development, marketing and sale of the Said Plot(s) in the Said Colony and that he/they have fully understood all limitations and obligations in respect of it and there shall not be any further investigation or objection by the Allottee(s) in this behalf. If for any reason whatsoever, the licence(s) to establish the Said Colony or any part of it granted to the Company hereinabove mentioned, is or are cancelled by any authority, then the Company shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Allottee(s) in pursuance of this Agreement shall continue to remain with the Company and the Allottee(s) shall not require of the Company the specific performance of the terms of this Agreement and this Agreement shall remain in abeyance until the final determination, as aforesaid.

Compliance with Applicable Laws

It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the Said Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agrees that in the event of any failure on Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made thereunder as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

The allottee confirm and represents that the allottee is buying the said unit for the consideration as aforesaid from his lawfully earned and declared source of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016.

Notices and Communications

The Allottee(s) shall inform the Company in writing any change in the mailing address mentioned in this Agreement failing which all demands, notices etc. by the Company shall be mailed to the address given in this Agreement and deemed to have been received by the Allottee(s). In case of joint allottees, all communications shall be sent to the first named allottee in this Agreement which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company.

The Company is not required to send reminder/notices to the Applicant in respect of the obligations of the Applicant as set out in this Agreement and the Applicant is required to comply with all its obligations on its own.

Appropriation of Sale Price

That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said Plot, the amounts received from the Allottee(s) in any head/account and the appropriation so made shall not be questioned by the Allottee(s). The Sale Deed shall, however, be executed only after the outstandings under all the heads are paid in full.

Any amount to be returned/refunded to the allottee(s) under the present agreement shall be paid from the Separate account maintained by the company as per requirement of HRERA Rules and the Act.

Payment of Taxes

That the Allottee(s) shall bear and pay taxes of all and any kind whatsoever (or his/ their share of it) whether levied or leviable now or in future on the lands as the case may be, from the date of execution of this Agreement and so long each Plot is not separately assessed for such taxes for the land and the same shall be payable and be paid by the Allottee(s) in proportion to the area of his/their Said Plot. Such apportionment shall be made by the Company or any other agency as the case may be and the same shall be conclusive, final and binding upon the Allottee(s).

Ownership with the Land Owners and exclusive possession with the Company till the execution of Sale Deed

That the Allottee(s) agrees that unless a sale/conveyance deed is executed in his/their favour, the Company/Land Owners shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the Said Colony and this Agreement shall not give any right, title or interest in the Said Plot to the Allottee(s).

Provisions Binding on future Buyers/Assignees

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future Buyers/assignees/nominees of the allottee of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes.

Execution of other Documents/Instruments

That the Allottee(s) and the persons to whom the Said Plot is transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the 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.

Company's Lien

That the Company shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Allottee(s) to the Company.

Clear Title

That, subject to the Allottee(s) timely fulfilling all his/their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Plot in favour of the Allottee(s).

Right to join as an affected party

That the Allottee(s) agree(s) that the Company shall have right to join as an affected party in any appropriate court if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Allottee(s) is a party. The Allottee(s) agrees to keep the Company fully informed at all

times in this regard.

Force Majeure

The allottee agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. The Allottee(s) agrees and understand that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Company shall be to refund the amounts with SBI's highest marginal cost & lending rate plus 2%. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.

If the possession of the Said Plot is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Plot. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

Supersession of the Application upon execution of this Agreement

It is specifically understood by the Allottee(s) that upon execution, the terms and conditions as set out in this Agreement shall supersede the terms and conditions as set out in the Application.

Waiver not a limitation to enforce

That, failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

Captions/Headings

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

Laws of India

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

Brokerage

That in case the Allottee(s) has/have to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Plot for the Allottee(s), in that event the Company makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Total Sale Price agreed to be payable to the Company for the Said Plot. Further the Allottee(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

Execution of Agreement

That this Agreement shall be executed and registered and the Company shall retain the original registered agreement and a copy of this Agreement shall be send to the Allottee(s) for his/their reference and record.

Entire Agreement

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

That this Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous agreements between the parties concerning the matter concerned herein whether oral, written or implied and variation in any of the terms hereof, except under the signature of the Authorised Signatory of the Company, shall not be binding on the Company.

Joint Allottee(s)

That in case there are Joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicants, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Buyer's Agreement and both/all shall be liable for the consequences jointly as well severally.

Certain References

That for all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Agreement shall carry the same meaning and purpose as the word "Allottee(s)" so far as the context may permit.

Right to amend terms and conditions

The Allottee(s) agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority (shall mean and includes statutory authority, government department, agency, commission, board, tribunal, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Plot/ Said Colony is situated;), in compliance with applicable law and such amendment shall be binding on the Allottee(s).

Jurisdiction

This said Plot is located in the District of Faridabad and Faridabad courts alone shall have the territorial jurisdiction in all matters arising out of or touching and/or concerning this transaction.

Dispute Resolution

All or any disputes arising out or touching upon or in relation to the terms 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 applicable RERA Rules and Act.

IN WITNESS WHEREOF, the parties hereto have hereunto, set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

Signed and Delivered by the within named Plot Allottee(s) in the presence of witnesses, at _____ on _____

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[First/Sole
Allottee]

[Second
Allottee]

[Third
Allottee]

[Fourth
Allottee]

Signature (of the first/Sale Allottee)	Signature (of the Second Allottee)	Signature (of the Third Allottee)	Signature (of the Fourth Allottee)
Name :	Name : Nil	Name : N/A	Name : N/A
Witness : 1. Signature : _____ 2. Name : _____ Address :	Witness : 1. Signature : _____ 2. Name : _____ Address :	Witness : 1. Signature : _____ 2. Name : _____ Address :	Witness : 1. Signature : _____ 2. Name : _____ Address :

SIGNED AND DELIVERED by the within named Company in the presence of witness at Faridabad on : _____

For and on behalf

Puri Construction Private Limited
&
Fantabulous Town Planners Pvt. Ltd.
Common Authorized Representative

Name :

Signature :

Designation :

Witnesses :

Name :

Signature :

Address :

Annexure I (Plan)

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

Annexure II
(Payment schedule)

Puri Construction Pvt.Ltd.

Signature of the 1st Allottee

Signature of the 2nd Allottee

