

AGREEMENT FOR SALE

1. THIS AGREEMENT for sale (Agreement) is made at New Delhi on this ____ day of _____ 2017

BETWEEN

2. **RANGOLI BUILDTECH PRIVATE LIMITED** (CIN No. U70101DL2004PTC129243) a company duly incorporated under the provisions of Companies Act, 1956, and having its Registered office at 1105, Akashdeep Building, Barakhamba lane, New Delhi- 110001 (PAN No.AACCR8695P) represented by its authorized signatory Mr. R M Dahiya (Aadhar No. 251643081497) authorized by board resolution dated 15th May'2017 (hereinafter called "The Company/Promoter" which expression shall, unless excluded by or repugnant to the subject or context be deemed to include its successors, liquidators and assigns)

AND

3. Shri <NAME OF PLOTHOLDER> (Aadhar No. _____) S/o Shri _____ aged about ____ year old, R/o _____ (PAN No. _____) (herein after singly/jointly, as the case may be, referred to as the Allottee expression shall include all genders and unless repugnant to the context or contrary to the meaning thereof shall include all joint Allottee(s)/his/her/their legal heirs, representatives, executors, successors, and assigns)

4. The promoter and allottee shall herein after collectively be referred to as the "**Parties**" and individually as a "**Party**".

5. DEFINITIONS:

For the purpose of this Agreement for Sale, 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) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (d) "Section" means a section of the Act.

6. WHEREAS:

- A. The Company (M/s Rangoli Buildtech Private Limited) and various landowners have collaborated for a land area measuring 113.363 acres falling in the revenue estate of Village Patti Musalman Tehsil and District Sonapat, Haryana with a view to set up and

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develop thereon a residential colony formerly known as TDI Greens which now onwards would be known as RANGOLI GREENS - Sonapat, (hereinafter referred as Project) on that land, after obtaining the requisite licenses from authorities concerned.

- B. The company (M/s Rangoli Buildtech Private Limited) with the collaborators applied for grant of license under section 3 of the Haryana Development & Regulation of Urban Areas Act, 1975 for the development of a residential plotted colony on the land measuring 113.363 acres falling in the revenue estate of village Patti Musalman and Shajanpur, Distt. Sonapat.
- C. A letter of intent dated 17.12.2004 (referred to as LOI here after) was issued by the Director, Town & Country Planning, Haryana. The conditions stipulated in LOI were duly complied and subsequently licenses No.65 to 98 of 2005 along with the Layout plan were issued on 05/08/2005 in the name of company (M/s Rangoli Buildtech Private Limited) along with collaborators.
- D. The licenses were initially granted for the period of 2 years up to 04/08/2007. The Company duly applied its renewal on 14/08/2007 and got it renewed till 04/08/2008. And, thereafter further renewals have been time and again applied by the Company and the license is presently valid as per last renewal up to 04/08/2017. The company undertakes to apply for further renewal in time.
- E. The Director, Town & Country Planning, Haryana further vide his letter dated 07.08.2008 informed the company that as per the report of the District Town Planner, Sonapat, the area measuring 5.14 acres (out of the licensed area of 113.363 acres) was falling in public and semi-public zone and 2.56 acres land (out of the licensed area) was falling in 50% of the sector road and thus the total area of 7.70 acres to be reduced from the license granted area and the license granted area to be reduced to 105.663 acres in the residential sector. The company was asked to submit revised/amended layout plan for the reduced licensed area of 105.663 acres.
- F. It is further clarified that though the layout plan was approved/sanctioned along with grant of license whereas the demarcation/zoning plan which is requisite for starting development of the project was duly applied by the company vide letter dated 05/09/2009 but remained pending for approval.
- G. The Company was debarred to carry out the development work at the site as was directed by DTCP vide Memo No. CC-645/2010/1520 dated 29th April, 2010 in compliance of the Hon'ble High Court orders in Civil Writ Petition No. 3422 of 2010 in CM No. 4659-60 of 2010- "Hardyal Vs State of Haryana & others". However, in October 2010 through a letter from DTCP Chandigarh it has been informed to the Company (M/s Rangoli Buildtech Private Limited) that as per the direction of Hon'ble Supreme Court, the stay imposed by Hon'ble High Court has stand vacated in the above-mentioned petition.
- H. The company (M/s Rangoli Buildtech Private Limited) again wrote letter dated 20.08.2008 to the Director, Town & Country Planning, Haryana that delay in the development of the colony had been caused for reasons beyond the company's control

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and request has been made for favorable consideration for change of land use for the land which had fallen in public and semi-public zone i.e. 7.70 acres. The Company further submitted revised layout plan as required in letter dated 07.08.2008 of the Director, Town & Country Planning, Haryana on 24.09.2008 without waiting for reply on its request submitted on 20.08.2008. The statutory approval to the revised lay-out plan on 105.663 acres was granted by the Director, Town & Country Planning, Haryana vide letter dated 24.07.2009 without acceding to the Company's request of non-reduction of area by 7.70 acres.

- I. The Company while applying for the renewal of license has also written in its letter dated 28.06.2008 to the Director, Town & Country Planning, Haryana that delay in the development of the colony had been caused for reasons beyond the company's control i.e. due to delay in exact demarcation by Town & Country Planning, Haryana without assigning any reason.
- J. The company (M/s Rangoli Buildtech Private Limited) on 05/09/2009 submitted the revised Demarcation Plan for approval in respect of 105.663 acres. The company didn't receive any communication from DTCP on this demarcation plan and the company (M/s Rangoli Buildtech Private Limited) reminded about the same in its letter dated 17th June 2010 that the development at the site could not be started subject to the pending of approval of demarcation drawing duly submitted by the company on 05/09/2009.
- K. That due to the above-mentioned circumstances (M/s Rangoli Buildtech Private Limited) and the time taken by the statutory authorities in processing the case and granting required statutory approvals/sanctions, development work for setting up the residential plotted colony on the licensed land could not be started.
- L. The licenses granted by DTCP, Haryana was cancelled by the department vide their letter dated 09.07.2012 without assigning any valid reason. The company (M/s Rangoli Buildtech Private Limited) preferred an appeal against the order before the Appellate Authority and after considering all the fact, the Appellate Authority vide its order dated 20/01/2014 remanded back the matter for fresh adjudication. Finally, the said cancellation was revoked by the DTCP vide their letter dated 24.12.2015 and the licenses were renewed by the department subject to certain conditions up to 04.08.2017.
- M. That after due compliance of the various conditions imposed by Department in the renewal letter for License, the Company (M/s Rangoli Buildtech Private Limited) has prepared the revised Layout plan having taken into account various requirement of community sites and changes in density as per the present norms etc. The Company has submitted the revised plan so prepared for in-principle approval to DTCP in respect of Residential Plotted colony measuring 105.286 acres in Sector 16 & 17, Sonapat. The layout plan so submitted to DTCP have been approved in-principle vide letter dated 30/06/2016.
- N. The company has put the new layout plan on company website and publish the requisite advertisement in this regard along with individually informing the customers. Some of the customers raised the objections on new layout plan and submitted their

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grievances to the relevant authorities. The objections raised by the customers have been resolved by the company in various grievance redressal meeting held at various platforms. And on the basis of decisions taken in these meetings the company has decided the allotment of plots. The present location that has been offered under this agreement is the best analogous location for the earlier allotment made in erstwhile layout plan.

- O. The Department of Town and Country Planning, Haryana (DTCP)V vide Memo. No. LC-572-Vol-V/AD(RA)/2016/28223 dated 28/12/2016 finally approved the Revised Layout Plan having satisfied the procedure followed by the company in respect of inviting objections and making grievance redressal thereafter. In the revised layout plan the department has earmarked certain land parcels to be released for development work on the compliance of certain conditions.
- P. Thereafter Company submitted the demarcation plan vide letter dated 17.03.2017 which got approved vide letter dated 02.06.2017.
- Q. The Company has informed the Allottee(s) that the Company has initially entered into collaboration agreement with land owners and applied license on the project land based on that collaboration. However, the Company later on purchased most of the collaborated land on which the license has been obtained. The Company is facing litigation filed by the land owners at different forums in respect of few land parcels so bought by the company, details of which are available for inspection to Allottee(s).
- R. The company (M/s Rangoli Buildtech Private Limited) has later bought the land from most of the Collaborators and applied for the transfer of license and has also deposited the transfer fees as required for the purpose. Accordingly, the permission for transfer of license no. 65 to 98 of 2005 in favour of the Company has been granted on 05/08/2005. However, the formal transfer is still pending. It is clarified that no formality at the end of the Company is pending for this purpose.
- S. The Company has informed the Allottee(s) that on the project land Section 4 of the Land Acquisition Act 1894 had been imposed on 18.10.2002 and further Section 6 was levied on 08.09.2003 but the same got released vide order dated 05.09.2005 under Section 9 of Land Acquisition Act 1894, details of which are available for inspection to Allottee(s) at the registered office of the Company.
- T. The Company has allowed Allottee(s) inspection of the Revised lay-out plan, title documents including the sale deeds of the said land, the license issued by the DTCP for the said land and all other documents relating to the title, sanction, approvals, litigations and all other relevant details with regard to the said Project and the said plot as well;
- U. The Allottee(s) has been offered the site visit, present project revised lay-out plans, ownership records of the land and all other documents relating to the title, competency and other relevant details and the Allottee(s) has confirmed that he is fully satisfied in all respects with regard to the rights, title and interest of the Company in the Project and has understood all limitations and obligations of the Company in respect thereof;

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and the Allottee(s) acknowledges that the Company has readily provided all information, clarifications as required by him to take a conscious decision. The Allottee(s) has read and understood the terms and conditions as contained in the Application Form for provisional allotment of the Plot and the terms and conditions of the allotment has also been explained to him in his vernacular language i.e. Hindi. The Allottee(s) has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to apply for the allotment of the Plot;

- V. The Allottee(s) has confirmed to the Company that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Plot and the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and every clause of this Agreement and have agreed that Company has disclosed all material facts and nothing material has been concealed by the Company;
- W. The Allottee has seen and accepted the lay-out plan of the Project and location of the said Plot, which are tentative and are kept at the Company's office. The Allottee(s) agree and acknowledge the right of the Company to affect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate, fit and proper in the interest of the Project, or as may be done or required to be done in accordance with the directions of any Competent and/or Government authority. The Allottee(s) hereby unconditionally permits the Company for all such variations, additions, alterations, deletions and modifications;
- X. That apart from explaining of all these facts to the customer, the customers were also being offered by the company with an option to take refund of the amount deposited with the Company along with interest @ 9% per annum, but the Allottee has refused to exercise this option of refund and agreed for executing this fresh agreement on new terms and conditions taking into consideration earlier terms offered with the revised plot location and consideration as mentioned in this agreement as per Schedule- I.**
- Y. The Allottee having already been satisfied with the stated facts, has accepted Plot No. ____, admeasuring ____ sq.mts (Approx. ____ sq.yds.), in the new layout plan/Demarcation plan in place of plot no. ____ in Block No. __, admeasuring ____ sq.mts (Approx. ____ sq.yds.) in the erstwhile layout dated 22-07-2009, at the consideration defined in Schedule- I of the Agreement, upon the terms and conditions mutually agreed by and between the parties and mentioned herein. ("Common Areas") as defined under clause (n) of Section 2 of the RERA Act, more particularly described in Schedule II.
- Z. The Company is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the said land on which project is to be constructed have been completed The Company has relied upon the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations as contained and specified in this Agreement and in pursuance and subject to the aforesaid stipulations the

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Company hereby agree to confirm the said allotment on the terms and conditions contained hereinafter.

7. 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:

8. TERMS:

8.1 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 No. _____, admeasuring _____ sq.mts (Approx. _____ sq.yds.), in the new layout plan/Demarcation plan in place of plot no. _____ in Block No. __, admeasuring _____ sq.mts (Approx. _____ sq.yds.) [herein after referred as Plot].

8.2 The Total Price for the Plot is as per Schedule-I .

(i) The Total Price as mentioned in schedule I includes the booking amount paid by the allottee to the Promoter towards the Plot.

(ii) The Total Price above excludes Taxes, Value Added Tax, Service Tax, GST and Cess or any other similar taxes (by whatever name called) which may be levied, in connection with the construction of the Project and being indirect tax is payable by the Allottee. These taxes & levies would be payable in addition to the cost of the plot and would be applicable up to the date of handing over the possession of plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.

(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 the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

8.3 The Allottee hereby agrees to pay the enhanced amount (if any) that become payable 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

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demand on the Allottee for increase in development charges, cost/charges 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, whether from retrospective effect or otherwise.

- 8.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule II ("Payment Plan").
- 8.5 The Promoter may allow, in its sole discretion, a rebate for early payments of subsequent instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment 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.
- 8.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the amenities described in respect of the plot, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required, or such minor changes or alterations as per the provisions of the Act.
- 8.7 Subject to para 16.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.
- 8.8 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 8.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the plot to the Allottees, outgoings including (land cost, municipal or other local

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taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions) which are related to the project. If the Promoter fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

- 8.10 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount (as per details given in Table-A) being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule II] 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 Rules.

9. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule II] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Rangoli Buildtech Private Limited' payable at New Delhi.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 10.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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.

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- 10.2 The Promoter accepts no responsibility in regard to matters specified in para 10.1 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 necessary formalities if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

12. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, service plan, marketing plan specifications, amenities and facilities of the [Project] and accepted the payment plan [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 said layout plans, service plans, specifications, amenities and facilities. 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 bye-laws, FAR and density norms and provisions prescribed by the Director, Town and Country Planning, Haryana 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

13. POSSESSION OF THE PLOT:

- 13.1 **Schedule for possession of the said [Plot]** - The Promoter agrees and understands that timely delivery of possession of the [Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 36 months further extendable by 9 months from the date of execution of this agreement, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or by Govt. Authority or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). However, the promoter will endeavour all its efforts and will try for early delivery of possession to the allottees by getting part completion of the project and will handover the possession to the allottees as per applicable laws, rules and regulations.

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If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. 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.

- 13.2 **Procedure for taking possession** - The Promoter, upon obtaining the Completion certificate/any other relevant approval from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 13.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Plot 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 to the allottee. In case the Allottee fails to take possession within the time specified in the agreement, such Allottee shall continue to be liable to pay maintenance charges as per the terms of the agreement.
- 13.4 **Possession by the Allottee** - After obtaining the Completion certificate/any other approval of such nature and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.
- 13.5 **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 earnest money (10% of the Basic Price) paid by the Allottee for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot 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;
- (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 which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee 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 to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (ix) 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 completion certificate has been issued and possession of plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

15. EVENTS OF DEFAULTS AND CONSEQUENCES:

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15..1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Plot] to the Allottee within the time period specified in para 14.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate/any other approval of such nature by whatever name called, as the case may be, has been applied to 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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) 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, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

15.3 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 2 (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 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

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16. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per para 8.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/any other approval of such nature, as the case may be, to the allottee. 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 Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

17. MAINTENANCE OF THE SAID BUILDING / PROJECT:

The Promoter or the nominated agency appointed by the promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be paid extra by the Allottee.

18. RIGHT TO ENTER FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

19. USAGE:

Use of Service Areas: The service areas shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's 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, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

20. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 20.1 Subject to para 18 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition.
- 20.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material outside the plot and anywhere on the exterior of the Project, or Common Areas. Further the Allottee shall

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not store any hazardous or combustible goods in the Plot or place and any heavy material in the common passages.

- 20.3 The Allottee 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

22. 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 layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

24. BINDING EFFECT:

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 and secondly, appears for registration of the same before the concerned Sub-Registrar (if required under provisions of the applicable acts) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) 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.

25. ENTIRE AGREEMENT:

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This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

26. RIGHT TO AMEND:

This Agreement may only be amended through written consent of all the Parties.

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

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

28. WAIVER NOT A LIMITATION TO ENFORCE:

- 28.1 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 in not making payments as per the Payment Plan [Schedule- II] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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.
- 28.2 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.

29. 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.

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

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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 of the Plot bears to the total area of all the Plots in the Project.

31. 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.

32. 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 New Delhi after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sonapat (if required under provisions of the applicable acts). Hence this Agreement shall be deemed to have been executed at New Delhi.

33. 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, valid e-mail, courier/speed post at their respective addresses specified below: Mr _____, R/o _____ and M/s Rangoli Buildtech Private Limited having registered office at 1105, Akashdeep, Barakhamba lane, New Delhi. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by above means of communication(s) 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.

34. 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.

35. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the, plot, prior to the execution and registration of this Agreement for Sale for such plot, 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.

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36. 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 of India for the time being in force.

37. 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 New Delhi (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Signed for and on behalf

Rangoli Buildtech Private limited

Date

Authorised Signatory

I/we have read and understood the abovementioned terms and conditions. These have also been explained to me/us in my/our vernacular language and I /we agreed to abide by the same.

Place : New Delhi

Date:

Signatures of the Allottee(s)

Witnesses:

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<NAME OF PLOT HOLDER>

SCHEDULE I

CONSIDERATION DETAILS FOR PLOT NO ____ IN RANGOLI GREENS- SONEPAT, RESIDENTIAL PLOTTED COLONY ADMEASURING ____ SQ. YDS (____ SQ. MTR)

Particulars	Details	Amount (in Rs)
A. Basic Sale Price (BSP)	Rs ____ per sq. yd (Rs ____ per sq.mtr. approx)	----
B. Preferential Location Charges (PLC) (Total)		
15 % of BSP for 45 meter or above wide road	@ Rs ____ per sq. yd (Rs ____ per sq.mtr.)	----
10 % of BSP for 24/18 meter wide road	@ Rs ____ per sq. yd (Rs ____ per sq.mtr.)	----
3.5 % of BSP for corner plot	@ Rs ____ per sq. yd (Rs ____ per sq.mtr.)	----
2.5 % of BSP for park facing plot	@ Rs ____ per sq. yd (Rs ____ per sq.mtr.)	----
C. Additional Charges:		----
(i) External Development Charges/Infrastructure Development Charges/Government dues etc.	@ Rs. ____ per sq. yard (Rs ____ per sq .mtr)	----
D. Others charges * (if any)		
(i) Electricity Sub- station and connection charges	Rs. 250 per sq. yard (Rs 299 per sq. mtr)	----
(ii) Water/Sewerage charges	Rs. 50 per sq. yard (Rs 59.8 per sq. mtr)	----
(iii) Interest Free Maintenance Security	@ Rs	----
E. Total (A+B+C+D)		=====
F. Total Amount paid till date of signing of Agreement (Details as per table A)		=====
G. Balance Payable (E-F)		=====
In words (Rupees _____ only)		
<ul style="list-style-type: none"> Other charges*: GST,VAT, Service Tax and other statutory charges as may be applicable shall be charged separately in addition to the above charges. EDC, IDC and such other charges, tax, cess, fee, levies etc. by whatever name called are tentative and subject to any increase thereof whether prospectively or retrospectively as and when decided and demanded by the Company or any Competent Authority from time to time. Stamp Duty and allied charges for registration of Agreement to sell/ Conveyance Deed will be additionally payable by applicant to the concerned authority(ies) at the time of registration. 		

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TABLE -A

**TOTAL PAYMENT PAID TILL DATE OF SIGNING OF AGREEMENT FOR PLOT NO _____
IN RANGOLI GREENS- SONEPAT, RESIDENTIAL PLOTTED COLONY ADMEASURING
_____ SQ. YDS (_____ SQ. MTR)**

Particulars	DETAILS	AMOUNT (IN Rs)
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Receipt _____dt _____06/10/2005	(vide cheque _____dt _____ Drawn on _____)	----
Total Amount paid till date of signing of Agreement		_____

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SCHEDULE II

**PAYMENT PLAN FOR PLOT NO _____ OF RANGOLI GREENS- SONEPAT,
RESIDENTIAL PLOTTED COLONY ADMEASURING _____ SQ. YDS (_____ SQ. MTR)**

Installment Plan of the Balance payable amount

Particulars	Amount (Rs)
A: Total Price of the Plot (as per the Schedule- I)	-----
B: Less: Total Amount paid till date of signing of Agreement	-----
C: Balance Payable (A-B)	-----

Particulars	Time period	Amount (Rs.)
Instalment 1	On the date of signing of this agreement	Rs. 50,000/-
Instalment 2	Within 3 months from the date of signing of this agreement	20% of the balance payable amount excluding the amount of Instalment 1
Instalment 3	Within 6 months from the date of signing of this agreement	20% of the balance payable amount
Instalment 4	Within 12 months from the date of signing of this agreement	20% of the balance payable amount
Instalment 5	Within 18 months from the date of signing of this agreement	20% of the balance payable amount
Instalment 6	On offer of possession	20% of the balance payable amount + Stamp Duty plus all other charges including IFMS

BSP = Basic Sales Price

PLC = Preferential Location Charge

EDC = External Development Charge

IDC = Infrastructure Development Charge

Note: Other charges include Interest Free Maintenance Security, Water /Sewerage charges, Electric Sub-Station Charges, Electricity/meter connection charges GST,VAT, Service Tax and other statutory charges as may be applicable shall be charged separately in addition to the above charges etc.

- EDC, IDC and such other charges, tax, cess, fee, levies etc. by whatever name called are tentative and subject to any increase thereof whether prospectively or retrospectively as and when decided and demanded by the Company or any Competent Authority from time to time.
- Stamp Duty and allied charges for registration of Agreement to sell/ Conveyance Deed will be additionally payable by applicant to the concerned authority(ies) at the time of registration.

**** Strike out whichever is not applicable**

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