

AGREEMENT TO SELL

This Plot Buyer Agreement ("Agreement") is executed on this __ day of ____, 2018 at Gurugram, Haryana

BY AND AMONGST

Dream Buildcreations Company (CIN No ____), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Shop No. G-116, GF, Sushant Lok, Phase-1, Gurugram-122009 and its corporate office at 410, 4th Floor, Vatika Atrium, Block-B, Golf Course Road, Sector-53, Gurugram-122002 (PAN - ____), represented by its authorized signatory Mr. ____ (Aadhar no. ____), authorized *vide* board resolution dated ____ hereinafter referred to as the "**Promoter/Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Ms./Mrs./Mr. _____ Son / Daughter/Wife Of
_____ Aged About _____ Resident Of

PAN _____), Aadhar No. _____)

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(Sole/First Applicant)

X.....
(Co-Applicant)

X.....
(Company Signatory)

JOINTLY WITH

Ms./Mrs./Mr. _____ Son / Daughter/Wife Of
_____ Aged About _____ Resident Of

PAN _____), Aadhar No. _____)

Hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted Assigns).

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of and in possession of a land parcel totally admeasuring 10.50 acres in the revenue estate of Village Harchandpur, sector-77, MBIR (old sector 10A, Bawal), Distt. Rewari("Project Land") vide sale deed(s) dated _____ registered as documents number _____ at the office of Sub-Registrar.
- B. Subsequently, the Director General, Town & Country Planning, Haryana ("**DTCP**") vide Memo No. LC-3296-PA (B)-2017/17177 dated July 19, 2017 had granted the Letter of Intent (**LOI**) for grant of the license to develop the affordable plotted colony on the Project Land in favour of the Promoter. Upon fulfilment of the conditions of the LOI, the DTCP granted the license bearing No. 100 of 2017 dated November 23, 2017 ("**License**"), more particularly described in Annexure - B hereto, for development to affordable residential plotted colony under Deen Dayal Jan Awas Yojna - 2016 on the Project Land
- C. The Promoter has been granted the complete right and authority to undertake development of an affordable plotted colony on the Project Land. The Promoter is accordingly now developing an affordable residential plotted colony, under the name and style of "Model Town" (hereinafter referred to as the "**Project**"). The Project includes residential and commercial plots of different sizes & dimensions together with the facilities and amenities as mentioned in the License and layout plan.
- D. The right, title and interest of the Promoter in the Project Land is legal, complete and the Promoter is in possession of the Project Land and undertaking the development of the Project. Accordingly, the Promoter is fully competent to enter into this Agreement.

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

- E. The Promoter is competent to commence the development of the Project vide the License, i.e. license bearing No.100 of 2017 dated November 23, 2017.
- F. The Promoter has already received the approval of the layout plan for undertaking the construction and development of the Project from DTCP and other concerned authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans and sanctions except in strict compliance of laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("Rules") with the Haryana Real Estate Regulatory Authority at Panchkula ("Authority") on _____ vide registration no. _____;
- H. The Allottee had applied for a plot in the Project vide application dated _____ and the Promoter has allotted plot no. _____ admeasuring _____ square meters (_____ sq. yds. Approx.) and *pro rata* share in the Common Areas of the Project to the Allottee (hereinafter referred to as the "Plot" more particularly described in Annexure - C to this Agreement).
- I. The Promoter will be liable to complete the infrastructure in the Project such as underground sewerage line, drinking water lines, storm water lines, flushing water lines, electrical cables, street lights, electrical sub stations, feeder pillars, sewerage treatment plant, water storage and treatment plant, parks, roads and rain water harvesting pits as approved by the concerned authorities in the service estimate (hereinafter referred to as "Common Areas"). This Agreement is only for the ownership of the Plot as agreed to be sold to the Allottee and does not include ownership rights over the Common Areas of the Project and any other area that is specifically excluded from the purview of this Agreement or which is not a part of this Agreement.
- J. The Allottee has inspected and the Promoter has facilitated the inspection of all the documents relating to the Project and the Project Land, including but not limited to, ownership records, License, lay out plan and all other documents relating to the title and approvals and all other relevant details regarding the Project and the Project Land and carried out his own due diligence and has satisfied himself in all respects with regard to the right and interest of the Promoter in the Project/Project Land/ Plot. The Allottee has verified the License and observed that DTCP has granted the License to the Promoter and the Land owner in due course after verifying the records and ownership rights. The Allottee has confirmed that only after satisfying himself, he is executing this Agreement and has not relied upon and is not induced by any sale brochures/advertisements, representations etc., whether made orally by the Promoter or any its agents / brokers/ employees.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood their mutual rights and obligations towards each other as detailed herein.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project/Project Land/Plot.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot on the terms and conditions as stipulated under this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot.
- 1.2 The Total Price for the Plot is Rs. _____/- (Rupees _____ only) ("Total Price"). The complete description of the Total Price is mentioned in **Annexure - D** of this Agreement.

PLOT NUMBER	
BLOCK NUMBER	
AREA OF THE PLOT (in Square Mtrs.)	
AREA OF THE PLOT (in Square Yards)	
RATE OF PLOT (in Square Mtrs.)	
RATE OF PLOT (per Square Yards)	
TOTAL AMOUNT OF THE PLOT (in INR)	

Explanation:

- (a) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot at the time of application.
- (b) The Total Price above is inclusive of all charges except taxes as levied by the Government such as GST, labour cess, or any other taxes, stamp duty or any other similar taxes payable by the Promoter and/or Allottee, which may be levied in connection with the construction and development of the Project or sale of the Plot to the Allottee, up to the date of handing over the possession of the 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/ charges/ fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification.

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(Co-Applicant)

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- (c) The EDC and IDC as levied in the License and included in the Total Price are at the current prevailing rates, however, in case there is any change / modification in the EDC and/or IDC, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.
- (d) If there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, or extension of registration, if any, granted to the said Project by the Authority, as the case may be, the same shall not be charged from the Allottee, provided that the expiry of the scheduled date of completion or extension is not due to any fault of the Promoter.
- (e) The Preferential Location Charges ("PLC") (wherever applicable) as specified in this Agreement shall form part of Total Price.
- (f) The Allottee shall make the payment of the Total Price as per the Payment Plan (as defined hereinafter) (as per Annexure- E) and/or as per the intimation in writing given by the Promoter to the Allottee, of the amounts payable as stated 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 the Allottee about the details of the taxes to be paid by the Allottee along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective. Non-payment of the amounts demanded by the Promoter on the designated timelines shall constitute a default under this Agreement and liable to consequences as mentioned herein.
- (g) The Total Price of the Plot includes recovery of price of land, the Common Areas, internal development charges, and includes cost for providing all other facilities amenities to be provided within the Project as per the Approved Layout Plan, Sanctioned Service Estimate, Zoning & Demarcation and other approvals of the Project.
- (h) Any other charges, as reserved in the Agreement do not form part of Total Price and Allottee shall be liable to pay the same as and when asked for by the Promoter.
- (i) The Allottee(s) agrees and undertakes to make all payments including stamp duty, registration fee and other charges as applicable and demanded by the Promoter in terms of this Agreement.
- (j) The Allottee(s) understands that all other land(s), areas, facilities and amenities including but not limited to, shops, areas falling outside the Plot and Common Areas, are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that they shall not be permitted and/or entitled to any ownership rights, rights of usage, title or interest etc. in any form whatsoever, unless any of such areas, facilities or amenities has been included in the scope of this Agreement. The Allottee(s) has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), open area, facilities and amenities vests solely with the Promoter and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Promoter. Save and as otherwise provided in this Agreement, the Allottee(s) hereby also confirms that such land(s), open area, facilities and amenities have not been included in the scope of this Agreement or in the computation of the Total Price and has not paid any money for use or ownership in respect of such land(s), open area, facilities and amenities and

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(Co-Applicant)

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undertakes that the Allottee(s) shall not subsequently raise any claim with respect to such land, open area, facilities and amenities.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes or charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities or taxes, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges and/or taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, or extension of registration, if any, granted to the said Project by the Authority, as the case may be, the same shall not be charged from the Allottee. The Allottee further agrees to pay the increase in the development charges payable to the competent authority and/or any other increase in taxes or charges which may be levied or imposed by the competent authority from time to time in case of any delay in completion of the Project as per registration with the Authority, or extension of registration, if any, granted to the said Project by the Authority, as the case may be, due to any Force Majeure conditions (as defined hereinafter) or due to any reason not attributable to the Promoter,
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure - E** of this Agreement. ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee in proportion for the period by which the respective instalment has been preponed.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout plans, demarcation, zoning plan and other approvals and sanctions as described herein at **Schedule - 1** (which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot and/or the Project, otherwise than as per the provisions of the Act. Provided that the Promoter may make such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.7 The Promoter shall confirm the area of a Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area along with essential services [as mandated by Rules and Regulation of competent authority and approved service estimate as approved by the concerned authorities] is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area of the Plot. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in the area of the Plot then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Plot area, which is not more than five percent of the area of the Plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Annexure - E**. All these monetary adjustments shall be made at the same rate per square meter as agreed in terms of this Agreement

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(Co-Applicant)

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(Company Signatory)

- 7.1 Subject to the provisions of the Act, the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (a) The Allottee shall have exclusive ownership of the Plot;
 - (b) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. 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 occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority as provided in the Act; and
 - (c) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.
- 7.2 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.
- 7.3 It is agreed that the Project is an independent, self-contained Project covering the Project 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.
- 7.4 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).
- 7.5 The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan and/or as per the demands raised by the Promoter, within the time and in the manner specified therein. If the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed Rules
- 7.6 Except for the Plot herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the Project shall continue to vest in the Promoters.
- 7.7 The Allottee shall have no right to claim or bring about any action for the division or partition of the Common Areas within the Project at any time which shall forever remain impartible / indivisible. As the interest of the Allottee in the Common Areas is undivided and cannot be partitioned, this would require him to use the Common Areas within the said Project only harmoniously along with other occupants in the Project without causing any inconvenience or hindrance to them.

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(Company Signatory)

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments as per the Payment Plan and/or on written demands by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or Online payment (as applicable) in favour of 'Dream Build Creations Company' Escrow A/c No. _____, payable at 'Gurugram.'

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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 there under 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3(1) above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with 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 Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 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, including the interest and other sums, if any, due from the Allottee, including the interest and other sums, if any, due from the Allottee and the balance, if any, towards the Total Price and any other dues under this Agreement and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Such adjustment/appropriation of payments shall be done at the sole discretion of the Promoter and the Allottee undertakes not to object for the same. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

5 PROMOTER'S LIEN

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The Promoter shall always have the first lien and charge on the Plot in respect of any charges/ dues/ amounts/ other outstanding, payable by the Allottee(s) to the Promoter under this Agreement.

6 TIME IS ESSENCE:

- 6.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority under the Act and towards handing over the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.
- 6.2 Likewise the Allottee agrees and bounds himself to abide by the time schedule for payment of the Total Price as per the Payment Plan and/or the demands raised by the Promoter time to time, failing which the Allottee shall be held to be in default of this Agreement. The Allottee agrees and acknowledges that timely payment of the Total Price and similarly payment of the respective total prices by all other allottees is the primary condition for the Promoter to complete the development of the Project and handover the Plot to the Allottee. In the absence of timely payments by various allottees, the Promoter cannot be held to be in default for delay in handing over of the Plot or construction of the Project under this Agreement.

7 DEVELOPMENT OF THE PROJECT/ PLOT:

- 7.1 The Allottee has seen the sanctioned layout plan and facilities of the Project and the Plot as depicted in the advertisement/ brochure/ agreement/website, as the case may be, and accepted the payment plan and the facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.
- 7.2 The Promoter shall develop the Project in accordance with, approved layout plans, Approved Zoning, Demarcation, Service Estimates, terms and condition of the license as well as registration of RERA. 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, and norms prescribed by the State of 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 the Rules made there under, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8 POSSESSION OF THE PLOT:

- 8.1 **Schedule for possession of the 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 this Agreement.
- 8.2 The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all facilities of the Project in place on or before _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity by nature and/or due to any government regulation, notification, guidelines, decisions, court order or any other government action of like nature, affecting the regular development of the Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter

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(Company Signatory)

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 Agreement 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, after deduction of taxes and other outgoing charges already paid by the Promoter to the concerned authorities and the penalty charges, if any paid by the Allottee on account of his default under this Agreement, within 90 days from the date from when the Project becomes impossible to be implemented. The Promoter shall intimate the Allottee about such termination at least thirty (30) 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, title, interests, claims etc. against the Promoter and/or in the Plot and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.3 Procedure for taking possession** - The Promoter, after obtaining occupation certificate/part completion certificate, as the case may be, in respect of the Project from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement and thereafter the Allottee shall be liable to take the possession of the Plot in the manner as provided herein below.

Upon receiving a written intimation from the Promoter, the Allottee shall make the complete payment of the Total Price and all such other payments towards stamp duty, registration charges, maintenance charges and other payments as demanded by the Promoter in terms of this Agreement within 30 days of the receipt of intimation and 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.

The Allottee is liable to get the conveyance deed registered in his favour within 3 months from the date of the offer of Possession. The Promoter shall, subject to receipt of the complete payment, execute and register the conveyance deed in favour of the Allottee and provide a copy (on demand) of approved demarcation-cum-zoning plan, part completion/ completion certificate in respect of Project at the time of conveyance of the same.

After taking possession, the Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

- 8.4 Failure of Allottee to take Possession of Plot-** In case the Allottee fails to take possession within the time provided and in the manner as provided above in this Agreement:

- a) The Allottee shall continue to be liable to pay maintenance charges as specified in this Agreement including applicable taxes and charges, from the date of offer of possession made to the Allottee;
- b) The Allottee shall be liable to pay a sum of Rs. 100/- per Sq. Mtr. per month as holding charges, for every month of delay or part thereof.

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8.5 **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 following:

- a) booking amount paid for the allotment or 10% of the Total Sale Price, whichever is higher ("Earnest Money"); and
- b) taxes and other outgoing charges already paid by the Promoter to the concerned authorities
- c) penalty charges/interest, if any paid by the Allottee on account of his default under this Agreement or which is due and payable; and
- d) any other amount of a non-refundable nature including brokerage paid by the Promoter to the brokers (in case of booking done through a broker)

The balance amount of money shall be returned by the Promoter to the Allottee within 90 days of such cancellation.

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

8.7 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in this Agreement; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

9 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

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(Company Signatory)

- c) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land 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, Project Land, Plot and Common Areas;
- d) 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;
- e) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement of like nature, with any person or party with respect to the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- f) 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;
- g) 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;
- h) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- i) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of the Plot has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof equipped with all the specification, amenities and facilities as per the agreed terms and conditions and Common Areas as agreed under this Agreement;
- j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

10 EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, in the following events:

- a) Promoter fails to provide possession of the Plot together with provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation cum- zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for which the Promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

may be, to the Allottee within the time period specified in this Agreement or within the stipulated time disclosed at the time of registration of the Project with the Authority under the Act.

- b) 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 there under.

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

- a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- b) The Allottee shall have the option of terminating this 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 ninety days of receiving the termination notice

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

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

- a) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto and/or in terms of the demands made by the Promoter, 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;
- b) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee after forfeiting the following:
 - i. Earnest Money;
 - ii. taxes and other outgoing charges already paid by the Promoter to the concerned authorities;
 - iii. penalty charges/interest, if any paid by the Allottee on account of his default under this Agreement or which is due and payable; and
 - iv. any other amount of a non-refundable nature including brokerage paid by the Promoter to the brokers (in case of booking done through a broker)

The balance amount of money shall be returned by the Promoter to the Allottee within 90 days of such cancellation. On such default, the Agreement and any

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The Interest liability accrued till the termination of the Plot shall remain payable by the Allottee and the Promoter shall be entitled to recover the same from the Allottee through legally permitted means.

11 CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as agreed under this 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 preferably within 3 months but not later than six months from the date of offer of possession and convey the title of the Plot for which possession is granted to the Allottee

However, in case the Allottee fails to deposit the stamp duty, registration charges and other charges payable for the registration, 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.

12 MAINTENANCE OF THE PROJECT:

- 12.1 The Promoter shall be responsible to maintain essential services in the Project till 6 months from the date of the issuance of Part occupation certificate of the Project, or taking over of the maintenance by the association of allottees. The cost of such maintenance till the issue of occupation certificate/part certificate has been included in the Total Price of the Plot thereafter the Allottee along with other allottees of the Project will be required to pay maintenance charges as applicable.

In case, the Allottee/ association of allottees fails to take over the possession and maintenance of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond its scope from the Allottee and other allottees of the Project.

- 12.2 The maintenance, upkeep, security, lighting, horticulture, of the said Project Land including landscaping and common green areas, water bodies and Common Areas falling under the Project may be organized by the Promoter and/or the Maintenance Agency/association of allottees. The Allottee(s) shall be liable to pay the Common Area Maintenance (CAM) Charges, which shall be fixed by the Promoter or its nominated Agency or the association of allottees from time to time depending upon the cost of maintenance. The Allottee(s) hereby agrees and undertakes that he shall enter into a separate maintenance agreement with the Promoter/maintenance agency as may be appointed or nominated by the Promoter or with the association of allottees for the maintenance of the common facilities / amenities provided in the Project. The Allottee shall be liable to pay interest as per the maintenance agreement to the Promoter/maintenance agency or with the association of allottees for the non-payment of any of the charges within the specified time, failing which the Promoter shall have the full authority to disentitle the Allottee to the enjoyment of such common services.

- 12.3 In order to secure adequate provision of the maintenance services and due performance of the Allottee's obligation in paying promptly, the maintenance bills and other charges as

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

may be raised by the Promoter/ maintenance agency or with the association of allottees, along with taxes as may be applicable, the Allottee shall deposit and keep deposited with the Promoter/maintenance agency or with the association of allottees an Interest Free Maintenance Security Deposit ("IFMSD"). The Allottee agrees and undertakes to deposit IFMSD as per the Payment Plan, as intimated by the Promoter/maintenance agency for the same or any increase in the IFMSD as may be demanded by the Promoter/maintenance agency taking into consideration the increase in cost of maintenance, expenditures, development and other related matters or reasons as deemed fit by the Promoter/maintenance agency.

12.4 The Promoter shall transfer IFMSD to the association of the allottees, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Allottee(s) at any time after execution of the Conveyance/Sale Deed and handing over of the Project to the association of allottees. Thereupon, the Promoter shall stand completely absolved and/or discharged of all its obligations and responsibilities concerning IFMSD, including but not limited to issues of re-payment, refund and/or claims, if any, of the Allottee(s) on account of the same.

12.5 The Promoter/ or the maintenance agency or the association of allottees and their authorized representatives shall not be responsible for any maintenance activity within the four walls of the said Plot and its role is limited to common areas outside the said Plot.

13 CONSTRUCTION AND COMPLIANCE AS TO BUILDING BYE LAWS AND ENVIRONMENT CONDITIONS

13.1 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same. Allottee shall raise the construction on the Plot at the Allottee's sole costs and expenses. For this purpose, the Allottee(s) undertakes to abide by all rules, bye-laws, notifications, circulars of the local/central authorities and shall conform, abide by and adhere to the same at all times. If the Allottee fails to adhere to any such laws prescribed in this regard, then the Allottee(s) shall be solely held liable and responsible for any such violations and the Promoter shall not be responsible for the same in any manner whatsoever. The Allottee shall keep the Promoter fully indemnified in this regard.

13.2 The Allottee further undertakes and confirms to carry on construction on the Plot strictly in accordance with the Building bye-laws and Rules as prescribed by the competent authorities from time to time and in force. The Allottee undertakes to follow the relevant municipal bye-laws, if any and rules as may be applicable from time to time over the Project area and seek requisite permission and clearances from the Pollution Control Board, Environment Authorities, Local Bodies or any other competent authorities, as may be required and shall strictly comply with the terms and conditions imposed by such authorities. If the Allottee fails to adhere to any such terms and conditions, then the Allottee shall be solely held liable and responsible for any such violations and the Promoter shall not be liable in this regard in any manner whatsoever. The Allottee shall keep the Promoter fully indemnified in this regard.

14 FINANCIAL ASSISTANCE

The Allottee may, obtain loan from any Financial Institution and/or Bank for purchase of the Plot but the Allottee(s)' obligation to purchase the Plot pursuant to this Agreement

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

shall not be contingent on the Allottee's ability or competency to obtain such financial assistance and the Allottee will remain bound under this Agreement to discharge his obligation irrespective of the fact that he succeeded in obtaining the financial assistance or not.

In the event that the Allottee has availed loan facility for the Plot, the Allottee hereby covenants with the Promoter that after the execution and registration of the Conveyance Deed/Sale Deed in respect of the Plot, the original Conveyance Deed/Sale Deed shall be received by the Promoter on behalf of the Allottee directly from the office of the concerned Sub-Registrar of Assurances and shall be deposited with the concerned Financial Institution/Banker, in accordance with the banking rules and regulations, in whose favour lien has been marked in the record of the Promoter with respect to the Plot. The Allottee shall execute all necessary documents that may be required by the Promoter in this behalf.

15 DEVELOPMENT WORKS

The Promoter shall be responsible to provide internal services, i.e. laying of the roads, water lines, sewer lines, electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such services integral to the infrastructure are to be provided by the State Government authorities and or the Local Authorities as External Development Works.

16 DEFECT LIABILITY:

It is agreed that in case any deficiency in quality or provision of services or development work mentioned above or any other obligations of the Promoter relating to development works as defined in this Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design or due to any act or omission of the Allottee or the association of allottees or any person employed by them.

17 RIGHT TO ENTER THE PLOT:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access to all Common Areas 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 such areas and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

18.1 Subject to the provisions of this Agreement, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good condition and shall

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

not do or suffer to be done anything in or to the Project, or the Plot which may be in violation of any laws or rules of any authority or encroach upon any common areas, and ensure that the Project is not in any way damaged or jeopardized.

18.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Project or anywhere on the exterior of the Project or Common Areas. The Allottee shall not store any hazardous or combustible goods in the Plot or in the dwelling unit constructed on the Plot at a later stage.

18.3 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.

19 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.

20 ADDITIONAL DEVELOPMENT/MODIFICATIONS:

The Promoter undertakes that it has no right to make extra plots anywhere in the Project after the, layout plan has been approved by the competent authority(ies) authority

21 MORTGAGE OR CHARGE OVER THE PLOT:

22 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 and annexures 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 Dharuhera 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 after deducting the amount as mention in clause 8(5) above.

23 ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot.

24 RIGHT TO AMEND:

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

25 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.

26 WAIVER NOT A LIMITATION TO ENFORCE:

26.1 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 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.

26.2 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.

27 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 this 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.

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

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

29 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, , as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or

X.....
(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30 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 Gurgaon 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 Gurgaon. Hence this Agreement shall be deemed to have been executed at Gurgaon.

31 NOTICES:

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

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 Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

32 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.

33 SAVINGS:

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

34 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.

35 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.

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(Sole/First Applicant)

X.....
(Co-Applicant)

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(Company Signatory)

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT Gurgaon, Haryana IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

DEVELOPER	ALLOTTEE
For Dream Build Creations Company	1.
(Mr. _____) Authorized Signatory	2.

Witness:- 1.

2.

Schedule - 1

Common Area and Infrastructure

The Project is a plotted township and the Promoter will provide the following infrastructure in the Project:

- Drinking water pipe lines
- Laying of cables for electricity supply
- Sewerage disposal & treatment system
- Storm water drainage system
- Flushing water supply pipe lines
- Water Storage Tank
- Bitumen roads
- Rain water Harvesting system
- Electrical sub-station as per requirement
- Street Lights

It is hereby clarified that these facilities are to be provided as Common Areas of the Project and the Promoter is not liable to make any development/provide services within the Plot sold to the Allottee or any other plot within the Project.

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

This being a plotted township it does not require Firefighting facilities, renewable energy and emergency evacuation

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(Sole/First Applicant)

X.....
(Co-Applicant)

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(Company Signatory)

Project Land:**Annexure - A****1. Details of Land Owned by Dream Build Creations Company**

Village	Rect. No.	Killa No.	Total Area (K-M)	Applied Area (K-M)
Harchandpur	17	25	7-11	2-12
	18	21	7-11	7-11
		22	7-11	7-11
		23/1	6-2	6-2
	23	1	8-0	8-0
		2	8-0	8-0
	25	5	8-0	4-10
Total				44-6

2. Details of Land owned by Maskot Infrabuild Pvt. Ltd. 4002/4237 Share
Details of Land owned by Shack Infrastructure Pvt. Ltd. 235/4237 Share

Village	Rect. No.	Killa No.	Total Area (K-M)	Applied Area (K-M)
Harchandpur	18	23/2	1-9	1-9
	23	3	8-0	8-0
		8	8-0	8-0
		9	8-0	8-0
		10	8-0	8-0
		6 min	7-15	6-5
	24			
Total				39-14

GRAND TOTAL 84-0 or 10.5 Acres

NOTE:- Khasra No. 23//2min (1-18), 3min (2-0), 18//22min (2-7) total 6 Kanal-15 Marla or 3406.86 Sqmt. Area is under Mortgage in favour of DTCP (Hr.) Chandigarh.

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

Annexure - B

Project Licence:

X.....
(Sole/First Applicant)

X.....
(Co-Applicant)

X.....
(Company Signatory)

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(Sole/First Applicant)

X.....
(Co-Applicant)

X.....
(Company Signatory)

Plot Layout:

Annexure - C

X.....
(Sole/First Applicant)

X.....
(Co-Applicant)

X.....
(Company Signatory)

Total Price of Plot:**Annexure - D**

DESCRIPTION	RATE (INR)	AMOUNT (INR)
Basic Sale Price		
PLC - Green Facing/ Adjoining Green		
PLC - Corner	NIL	NIL
PLC - 24 Mts. & 45 Mts. Road Facing	NIL	NIL
IDC & EDC Charges	NIL	NIL
Power Backup Charges	NIL	NIL
Club Charges	NIL	NIL
IFMS		
	TOTAL	

X.....
(Sole/First Applicant)

X.....
(Co-Applicant)

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(Company Signatory)

Payment Plan:**Annexure - E**

<u>Development Linked Payment Plan</u>	
On Booking	As detailed in Price List
Within 30 days of Booking or on Offer of Allotment	20% of SP Less Booking amount + 20 % PLC
Block wise completion of Laying of Roads	15% of SP
Block wise completion of Laying of Water / Sewer Lines	15% of SP + 40 % PLC
Block Wise completion of Alignment & Levelling Work for Roads	15% of SP + 40 % PLC
Block wise completion of Electrical Infrastructure Work	15% of SP
On Application of Occupancy Certificate/Completion Certificate	10% of SP
On Offer of Possession	10% of SP + IFMS
	+ Stamp Duty + All Other Charges including UCC etc.

X.....
(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

ENDORSEMENT

I/We hereby assign all the rights & liabilities
under this agreement in favour of:-

Transferor(s)

I/We hereby accepts all the rights &
under this agreement in my/our favour by:-

Transferee(s)

The above transfer is hereby confirmed.

For Dream Build Creations Company

Authorized Signatory

X.....
(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

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I/We hereby assign all the rights & liabilities
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Authorized Signatory

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

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For Dream Build Creations Company

Authorized Signatory

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

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Authorized Signatory

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)

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For Dream Build Creations Company

Authorized Signatory

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(Sole/First Applicant)

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(Có-Applicant)

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(Company Signatory)

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I/We hereby accepts all the rights &
under this agreement in my/our favour by:-

Transferee(s)

The above transfer is hereby confirmed.

For Dream Build Creations Company

Authorized Signatory

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(Sole/First Applicant)

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(Co-Applicant)

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(Company Signatory)