

Draft
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ (Date) day of _____ (Month) , 20____,

By and Between

M/s Purander Buildcon Private Limited (CIN No U70102DL2006PTC149134), a company incorporated under the provision of the Companies Act, 1956/2013 having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AADCP9144Q, represented by its authorized signatory Mr.(Aadhaar No.) authorized vide board resolution datedhereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest);

AND

M/s Ajitesh Buildcon Private Limited (CIN No. U70109DL2006PTC149252), a company incorporated under the provisions of the Companies Act, 1956/ 2013 having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AAFCA7822E, represented by its authorized signatory Mr.(Aadhaar No.) authorized vide board resolution dated, hereinafter referred to as the "**Co-Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest);

The PROMOTER and the CO-PROMOTER shall hereinafter be collectively referred to as party of the FIRST PART.

AND

[if the allottee is an individual]

Mr./Mrs./Ms.....son/daughter/wife of Mr.....aged about years, R/o..... (Aadhaar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhaar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

M/s LLP... (LLP IN.....), a Limited liability Partnership firm having its registered office at (PAN-.....) , acting through its Partner Shri (Aadhaar No.....), who has been duly authorized vide Authority Letter dated (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the meaning or context thereof include its partners, authorized representatives, administrators, executors, successors, legal representatives and permitted assigns) of the OTHER PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhaar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Plot hereinafter, referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is HUF]

Mr./Ms.(Aadhaar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

The party of the First Part and the Allottee shall hereinafter be collectively referred to as **"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 in collaboration with the Co-Promoter have obtained **License No. 53 of 2019 dated 07.03.2019** for setting up of an Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna – 2016 over a land measuring 10.50 acres (after migrating from part of License no. 149 of 2014 dated 05.09.2014 under migration policy dated 18.02.2016) falling in the revenue estate of village Bhatauli, Sector – 20, Yamuna Nagar. The aforesaid license be read along with order vide Endst. No. LC-3663-Asstt. (MS)/2019/3864 dated 10.02.2020 passed by the Director, Town and Country Planning Haryana, Chandigarh by virtue of which all the plans stands approved and issued in favour of Promoter and the Promoter shall be responsible for compliance of all terms and conditions of the provisions of the Haryana Development of Regulations of Urban Areas Act, 1975 and Rules thereunder. Further, vide Memo No. LC – 3663 – Asstt. (MS)/2020/3874 dated 10.02.2020 the Director, Town & Country Planning Haryana, Chandigarh granted permission for change of beneficial interest i.e. Joint development rights and Marketing rights with Ajitesh Buildcon Pvt. Ltd. (“**Co-Promoter**”) on the part land area measuring 2.5625 acres in license no. 53 of 2019. Accordingly, in terms of the Development / Joint Development Agreement dated 21.11.2019 duly registered vide document no. 8053 before Sub-Registrar, Jagadhari, the Promoter and the Co-Promoter shall develop, market, advertise and sell the plot of land falling in their respective shares and cost regarding development, marketing, advertising, obtaining sanction/permissions or approval for change of developer or other costs and expenses in connection thereto shall be borne by the Promoter and the Co-Promoter in the prorate share i.e. with respect to their land ownership in the project land.
- B. The Promoter is the lawful owner in possession of the land falling in Rect. No. 31 Killa No. 19/2(4-7), 21/2(4-18), 22(8-0), Rect. No. 39 Killa No. 1 (8-0), 2 (8-0), 9(8-0), 10(6-14), 12 (1-2) and Rect. No. 40 Killa No. 4 (4-8), 5 (8-0), 6(2-2) situated within the revenue estate of village Bhatauli, Sector-20, Yamuna Nagar (Haryana) by virtue of Jamabandi Year 2015-2016, Out of which area for which license has been issued is admeasuring **63 Kanal 10 Marla** falling in Rect. No. 31 Killa No. 19/2(4-7), 21/2(4-18), 22(8-0), Rect. No. 39 Killa No. 1 (8-0), 2 (8-0), 9(8-0), 10(6-14), 12 (1-2) and Rect. No. 40 Killa No. 4 (4-7), 5 (8-0), 6(2-2) and Co-Promoter is the lawful owner in possession of land falling in Rect. No. 30 Killa No. 16 (8-0), 24/1 (4-0), 24/2/1 (3-0) and Rect. No. 31 Killa No. 21/1 (3-2), 11/1 (2-15), 20/2 (7-17) situated within the revenue estate of Village Bhatauli, Sector-20, Yamuna

Nagar (Haryana), by virtue of Jamabandi Year 2015-2016, Out of which area under license is admeasuring **20 Kanal 10 Marla** falling in Rect. No. 30 Killa No. 16(5-3), 24/1(1-0), 24/2/1 (2-2) and Rect. No. 31 Killa No. 21/1 (3-2), 11/1 (1-6), 20/2 (7-17). The land owned by the Promoter alongwith the land owned by Co-Promoter is **10.50 acres in total or 84 Kanal 0 Marla** (hereinafter referred to as **“Project land”**). The project land is earmarked for the purpose of setting up of AFFORDABLE RESIDENTIAL PLOTTED Colony under Deen Dayal Jan Awas Yojna – 2016 (hereinafter referred to as the **“Colony”**), under the name & style of **“Suncity Yamuna Nagar”** situated within the revenue estate of village Bhatauli, Sector-20, Yamuna Nagar (Haryana) (hereinafter referred to as **“said Project”**). The location details of the project land are fully described in the **Schedule-I**.

- C. The Director, Town and Country Planning Department, Haryana, had issued a Letter of Intent (LoI) vide Memo No. LC-3663-T (KK)-2018 / 29804 dated 18.10.2018 in favour of the Promoter and the Co-Promoter for development of Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna – 2016 over the project land measuring 10.50 acres situated within revenue estate of village Bhatauli, Sector-20, Yamuna Nagar (Haryana).
- D. The Promoter and the Co-Promoter have collectively obtained approval of the Zoning Plan of the said project vide Memo No. ZP-1344/JD(SP)/2019/29471 dated 29.11.2019 bearing DRG. No. DTCP 7257 dated 29.11.2019 and the layout plan has been approved vide Drawing No. DTCP – 6853 dated 22.02.2019, from Directorate, Town and Country Planning Department, Haryana, Chandigarh for the purpose of development of the project land into a Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna by name and style of **“SUNCITY YAMUNA NAGAR”** situated within revenue estate of village Bhatauli, Sector-20, Yamuna Nagar (Haryana). The lay-out plan of the same is enclosed herewith as **Schedule-II** depicting the plots owned by the Promoter, Co-Promoter and jointly by the Promoter & the Co-Promoter.
- E. The Promoter and the Co-Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest regarding the Project Land on which said Project is to be constructed have been complied with. The Promoter and the Co-Promoter shall construct the said project as per the specifications of construction given in the brochure and also as agreed between the Promoter/Co-Promoter and the Allottee.
- F. The Promoter/Co-Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- G. The Promoter and the Co-Promoter shall develop, market, advertise and sell the plot of land falling in their respective shares and cost regarding development, marketing, advertising,

obtaining sanction/ permissions or approval for change of developer or other costs in connection thereto shall be borne by the Promoter and the Co-Promoter in the prorate share i.e. with respect to their land ownership in the project land. That since the project land is developed as a single project with a joint layout approved in the name of Promoter and Co-Promoter, therefore, the Conveyance/Sale Deed will be issued accordingly in favour of the concerned allottee(s) as defined under clause **'L'** below.

H. The Promoter and the Co-Promoter are fully competent and empowered to enter into this Agreement and to market, sell, book and complete all the legal formalities with respect to the right, title and interest of the regarding the project land in terms hereof.

I. The said project has been registered under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula on _____ under registration no. _____; This registration is valid for a period of..... years commencing from..... and ending on..... unless extended by the Authority. The details of the Promoter, Co-Promoter and Project are also available on the website of the Authority.

J. The Project Land is free from all encumbrances.

K. The approval of Service Plan/Estimate of license no. 53 of 2019 dated 07.03.2019 has been issued by the Director, Town & Country Planning Haryana, Chandigarh vide Memo No. LC-3663-Asst. (MS)/2019/31234 dated 18.12.2019. The Specifications, facilities and amenities which are part of the plot/said project are as specified under **Schedule-III** to this agreement.

L. The Allottee, being aware of the Project and details given in the advertisements about the project being developed by the Promoter/Co-Promoter and/or on visiting the project, has vide application dated ____ applied for allotment of a plot no. _____ having area ____ sq.ft./sq.mtr./sq.yrd. in block no. ____ ("Block"), i.e. falling to the ownership of the Promoter / Co-Promoter as per **Schedule-II**, as permissible under the applicable law and right in the common areas as per provisions of Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975) (hereinafter referred to as the "**Plot/Unit**") more particularly described in **Schedule-IV**. The allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the Plot) and agrees to make timely and complete payments of the remaining sale price plus applicable taxes including GST as well as other dues under this Agreement as per terms and conditions of this Agreement and receipt in respect thereof shall be issued accordingly.

M. The parties hereby agree & declare that if the said plot is under the ownership of the Promoter, then the Promoter shall be deemed to be Vendor and the Co-Promoter as the

confirming party. Likewise, if the said plot is under the ownership of the Co-Promoter, then the Co-Promoter shall be deemed to be the Vendor and the Promoter as the confirming party. Similarly, in case, the said plot under the joint ownership of the Promoter and the Co-Promoter, then they shall be jointly treated as Vendor(s).

- N. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- O. 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;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Co-Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

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/Co-Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase and receive the Plot/ Unit as specified in **Para 'L'** above.

1.2 The Total Price of Residential plot as per approved zoning plan is _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Plot No. : Block No. Area of the plot (in Sq. Mtrs.): Preferential Location Charges: Applicable Taxes (including GST)	Rate of Plot per square meter
Total price (in rupees)	

Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter/Co-Promoter towards the Plot;

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

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

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

(iii) The Promoter/Co-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/Co-Promoter within the time and in the manner specified therein. In addition, the Promoter/Co-Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;

(iv) The Total Price of Plot/ Unit includes recovery of price of land, development/ construction of not only the Plot but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., maintenance charges as per para 11etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/ Unit in the Project.

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

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

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

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

1.7 The Promoter/Co-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] is complete. The Promoter/Co-Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter/Co-Promoter. If there is reduction in the area then the Promoter/Co-Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the Allottee, the Promoter/Co-Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule - V**.

All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

1.8 Subject to para 9.3 the Promoter/Co-Promoter agrees and acknowledges, the Allottee shall have the right to the Plot/ Unit for Residential purpose as mentioned below:

(i) The Allottee shall have exclusive ownership of the Plot/ Unit for Residential purpose;

(ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter / Co-Promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;

(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot/ Unit.

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

1.10 The Allottee has paid a sum of ` _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot/ Unit at the time of application; the receipt of which the Promoter/Co-Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot/ Unit as prescribed in the Payment Plan [**Schedule - V**] as may be demanded by the Promoter/Co-Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

1.11 All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this agreement, including stamp duty on this agreement, legal fees, if any, shall be borne and paid solely by the Allottee.

1.12 The Allottee shall also be liable to pay maintenance deposit/IFMS, maintenance charges(alongwith applicable taxes including GST), documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance/Sale Deed etc. in respect of the Plot, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit/IFMS and Maintenance Charges shall be transferred to the Maintenance Society /Association of Allottees or its nominee at the time of conveyance of common areas and facilities to the Association without any interest. However, the Promoter/Co-Promoter shall have right to deduct from IFMS, the maintenance charges etc. unpaid by the Allottee before transferring the IFMS to the Society.

1.13 The Maintenance charges alongwith applicable Taxes (including GST) shall be charged after expiry of 2 months from the date of offer of possession on the monthly basis or taking of the possession of the plot, whichever is earlier. The Maintenance charges shall be charged on the basis of actual cost incurred plus 10% by the Promoter/Co-Promoter or its nominated maintenance agency. The Maintenance charges will be charged by the Promoter/Co-Promoter till the maintenance of the concerned phases or project as a whole is taken over by the registered society of the Allottees or by its nominated maintenance agency. The charges thereafter as defined by the society will be charged by the society or its nominee.

The Allottee(s) shall be liable to pay from the date of offer of possession of his/her plot, house tax/property tax, or any other fee or cess as and when levied by a Local Body or Authority.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter/Co-Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter/Co-Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule - V**] through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of _____, payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter/Co-Promoter with such permission, approvals which would enable the Promoter/Co-Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/Co-Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Co-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/Co-Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter/Co-Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot/ Unit applied for herein in any way and the Promoter/Co-Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter/Co-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/ Unit in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter/Co-Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter/Co-Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot/ Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan, etc. depicted in the advertisement/ brochure/ agreement/website (as the case may be) regarding the project where the said Plot/ Unit is located and has accepted the site plan, payment plan, Zoning, layout plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Co-Promoter. The Promoter/Co-Promoter shall develop the Project in accordance with the bye-laws, norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter/Co-Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Development & Regulation of Urban Areas Act, 1975 and rules made there under and by complying with the provisions, rules, notification, bye-laws and other legal formalities in this regard and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter/Co-Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT/ UNIT:

7.1 Schedule for possession of the said Plot/ Unit - The Promoter/Co-Promoter agrees and understands that timely delivery of possession of the Plot/ Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter/Co-Promoter assures to hand over possession of the Plot/ Unit as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy / guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter/Co-Promoter shall be entitled to the extension of time for delivery of possession of the Plot/ Unit. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Co-Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter/Co-Promoter shall refund to the Allottee, the entire amount received by the Promoter/Co-Promoter from the allottee within ninety days. The Promoter/Co-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/Co-Promoter and that the Promoter/Co-Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 (A) Procedure for taking possession of Plot - The Promoter/Co-Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter/Co-

Promoter, duly certifying/part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement. The Promoter/Co-Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Co-Promoter. The Promoter/Co-Promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of residential plotted development at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/Co-Promoter/association of allottees/ competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of Plot/ Unit - Upon receiving a written intimation from the Promoter/Co-Promoter as per para 7.2, the Allottee shall take possession of the Plot/ Unit from the Promoter/Co-Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Co-Promoter shall give possession of the Plot/ Unit to the allottee as per terms and condition of the agreement. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupation certificate in respect of Plot/Unit or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ promoter/Co-promoter, duly certifying/ part completion, in respect of a plotted colony and handing over the physical possession of the Plot/ Unit to the Allottee(s), it shall be the responsibility of the Promoter/Co-Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the Promoter/Co-Promoter, the Promoter/Co-Promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter/Co-Promoter) plus applicable taxes including GST. The rate of interest payable by the allottee to the Promoter/Co-Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Promoter/Co-Promoter to the allottee within ninety days of such cancellation. Further amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST if any, demanded would not be refunded by the Promoter/Co-Promoter and the allottee agrees to file for refund claim from the Government. The Promoter/Co-Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the Government.

7.6 Compensation – The Promoter/Co-Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or

has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a "*force majeure*", Court orders, Government policy/ guidelines, decisions, if the Promoter/Co-Promoter fails to complete or is unable to give possession of the Plot/ Unit:-

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

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Co-Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot/ Unit, with interest (exclusive of taxes, if any) at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter/Co-Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit, which shall be paid by the Promoter/Co-Promoter to the allottee within **ninety** days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/CO-PROMOTER:

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

(i) The Promoter and Co-Promoter have 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;

(ii) The Promoter/Co-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 project Land or the Project;

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

(v) The Promoter/Co-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/Co-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 Project Land, including the Project and the said Plot/ Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(vii) The Promoter/Co-Promoter confirms that the Promoter/Co-Promoter is not restricted in any manner whatsoever from selling the said Plot/ Unit for residential purpose to the Allottee(s) in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter/Co-Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot/ Unit for Residential purpose to the

Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

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

(x) The Promoter/Co-Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot/ unit has been issued, as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Co-Promoter in respect of the project Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoter/Co-Promoter fails to provide ready to move in possession of the developed Plot/ Unit for Residential purpose to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that (i) the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter/co-promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

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

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

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

(iii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Co-Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot/ unit, 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/Co-Promoter, interest at the rate prescribed in the Rules, for every month

of delay till the handing over of the possession of the Plot/ Unit, which shall be paid by the Promoter/Co-Promoter to the allottee within ninety days of it becoming due.

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

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

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

10. CONVEYANCE OF THE SAID UNIT/ PLOT:

The Promoter/Co-Promoter on receipt of total price of the plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the plot for which possession is granted to the allottee.

Provided that, the unit / plot is equipped with, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Co-Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter/Co-Promoter.

11. MAINTENANCE OF THE SAID PLOT:

The Promoter/Co-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 or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Plot/ Unit.

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter/Co-Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

12. DEFECT LIABILITY:

It is agreed that in case any defect in quality or provision of services or any other obligations of the Promoter/Co-Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter/Co-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/Co-Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's/Co-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 / co-promoter shall not be liable for any such defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/design.

13. RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/Co-Promoter maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Plot/ Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said project, 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Co-Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot/ Unit at his/ her own cost, in good condition and shall not do or suffer to be done anything in or to the Plot/ Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot for Residential usage and keep the Plot/ Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the plot or anywhere on the exterior of the Project, buildings therein or Common Areas.. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Plot/ Unit or place any heavy material in the common

passages. The Promoter/Co-Promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Plot for residential usage.

15.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Co-Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter/Co-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 guidelines/ permissions/ directions or sanctions by competent authority.

18. PROMOTER/CO-PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Co-Promoter executes this Agreement he shall not mortgage or create a charge on the Plot/Unit 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/ Unit.

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

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

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter/Co-Promoter, does not create a binding obligation on the part of the Promoter/Co-Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the Promoter/Co-Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State. If the Allottee(s) fails to execute and deliver to the Promoter/Co-Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter/Co-Promoter, then the Promoter/Co-Promoter shall serve a notice to the Allottee for rectifying the default, which if

not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter/Co-Promoter has an option to forfeit ten percent of booking amount along with applicable taxes including GST.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said residential Plot/ Unit.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter/Co-Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule - V] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter/Co-Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter/Co-Promoter to exercise such discretion in the case of other Allottees.

24.2 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.

25. 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.

26. 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 said Project, the same shall be the proportion which the area of the Plot to the total area of all the Plots in the said Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Co-Promoter through its authorized signatory at the Promoter's/Co-Promoter's Office, or at some other place, which may be mutually agreed between the Promoter/Co-Promoter and the Allottee. That after the Agreement is duly executed by the Allottee and the Promoter/Co-Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act before sub-registrar Jagadhari. Hence this Agreement shall be deemed to have been executed at Jagadhari.

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter / Co-Promoter name

_____ (Promoter/Co-Promoter Address)

It shall be the duty of the Allottee and the Promoter/Co-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/co-promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter/Co-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.

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

33. DISPUTE RESOLUTION:

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this

Agreement for Sale at _____ (*city/town name*) in the presence of attesting

witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and
sign across

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and
sign across

SIGNED AND DELIVERED BY THE WITHIN NAMED:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____
At _____ on _____ in the presence of:

Please affix
photograph
and
sign across

WITNESSES:

1. Signature _____
Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE-I

(Details of land holdings of the Promoter and the Co-Promoter & location of the said Project)

**DETAIL OF LAND OWNED BY M/S PURANDER BUILDCON PRIVATE LIMITED
(PROMOTER)**

VILLAGE	RECT NO.	KILLA NO.	TOTAL AREA K-M	LICENSED AREA K-M
BHATAULI	30	16	8-0	5-3
		24/1	4-0	1-0
		24/2/1	3-0	2-2
	31	21/1	3-2	3-2
		11/1	2-15	1-6
		20/2	7-17	7-17
			TOTAL	20-10

DETAIL OF LAND OWNED BY M/S AJITESH BUILDCON PRIVATE LIMITED (CO-PROMOTER)

VILLAGE	RECT NO.	KILLA NO.	TOTAL AREA K-M	LICENSED AREA K-M
BHATAULI	31	19/2	4-7	4-7
		21/2	4-18	4-18
		22	8-0	8-0
	39	1	8-0	8-0
		2	8-0	8-0
		9	8-0	8-0
		10	6-14	6-14
		12	1-2	1-2
	40	4	4-8	4-7
		5	8-0	8-0
		6	2-2	2-2
			TOTAL	63-10

**Grand total = 84 kanal - 0 Marla
or 10.50 Acres**

- 2- The piece and parcel of the plot of land "Project Land" in site is bounded on the :-
 In North
 In South
 In East

- In West
- 3- Latitude/ Longitude of the end points of the said Project
In North
In South
In East
In West
- 4- Other details of the location of the said Project
- 5- Location Map

SCHEDULE-II
(Lay-out Plan of the Project)

SCHEDULE-III
(Specification, facilities, amenities which are part of the Plot/the Project)

SCHEDULE-IV
[Description of the Plot alongwith boundaries in all four directions]

SCHEDULE-V
(Payment Plan)