

**AGREEMENT
FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this____(Date)dayof
____(Month), 2019,

By and Between

M/s Dadri Land & Finance, a Promoter incorporated under the provisions of the Companies Act, 1956, having its registered office at Shop No.-1, Grain Market, near main Post office, Charkhi Dadri, Bhiwani (PAN-AAFFD3425K), represented by its authorized signatory, Sh. Vivek Mittal (Aadhar No. 210363301957) authorized *vide* board resolution hereinafter referred to as the "**Promoter**" (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

[If the Allottee is a company]

_____, (CIN No. _____) a _____ company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory,

_____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____,(PAN _____), represented by its authorized partner,
_____,(Aadhar No. _____) authorized *vide*, hereinafter referred to
as the “ **Allottee**” (which expression shall unless repugnant to the context
or meaning thereof be deemed to mean and include the partners or
partner for the time being of the said firm, the survivor or survivors of
them and their heirs, executors and administrators of the last surviving
partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar No. _____) son /
daughter of

_____, aged about _____, residing at _____,
(PAN _____),

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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged
about _____ for self and as the Karta of the Hindu
Joint Mitakshara Family known as HUF, having its place of business
_____ / residence at _____, (PAN _____), hereinafter
referred to as the “ **Allottee**” (which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and the members or
member for the time being of the said HUF, and their respective heirs,
executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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 land admeasuring 11.406 Acres situated in Rectangle No 134 and 135, Village Charkhi Dadri, Tehsil Charkhi Dadri, Distt. Bhiwani (Haryana) (hereinafter referred to as "**Project Land**").
- B. The Project Land is earmarked for the purpose of a Deen Dayal Jan Awas Yojna. The Promoter has obtained the License no. 05 of 2019 dated 24.01.2019 (migrated from grant of License under Residential Plotted Colony in **of Licence No. 87, dt. 30.04.2008**) from Director General, Town & Country Planning, Haryana (DGTCP) for setting up a Residential Plotted Colony on the Project Land and the said project shall be known as "M/s Dadri Land and Finance", (hereinafter referred to as "**Colony**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Colony is to be formed have been complied with.
- D. The Director General, Town & Country Planning, Haryana (DGTCP) has granted the approval/sanction to develop the Colony *vide approval* bearing license no. 05 of 2019 dated 24.01.2019.
- E. The Promoter has obtained approval of the layout plan/ demarcation/

zoning/ site plan/ or any requisite approval for the Project, from Director General, Town & Country Planning, Haryana (DGTCP). The 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;

- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at __on __ under registration No. ____.
- G. The Allottee after having fully satisfied himself with the facts, rights and title of the Promoter in the Project Land and terms and conditions of the license has applied to the Promoter for allotment of a residential Plot in the said colony and the Promoter has agreed to allot a residential plot on the terms and conditions as recorded hereinafter.
- H. The Allottee had applied for a plot in the Colony *vide* application No. ____ dated and has been allotted plot No. ____ having area of ____ square meters (hereinafter referred to as the "Plot" more particularly described in **Schedule A**), 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 (HDRU Act, 1975) (8 of 1975)
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot for Residential purposes as specified in Para G.

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 for Residential Plot bearing no. _____ Block No. _____ having approximate area of _____ Sq.Yds., equivalent to _____ Sq.Mtrs. approx.) In “M/s Dadri Land and Finance”, Charkhi Dadri, Bhiwani, Haryana inter-alia subject to the terms and conditions; hereinafter.

1.2 The Allottee(s) has satisfied himself/herself about the interest and the title of the Company in the Project Land and understands all limitations and obligations in respect of it and there will not be any further investigation or objection by the Allottee(s) in this behalf.

1.3 COST OF THE PLOT

A. The basic price of the Plot shall be **Rs._____/-** (_____) which has been calculated @ **Rs._____/-** per **Sq.Yard** (equivalent to **Rs._____** per **Sq.Mtr.**) of the area of the plot to be reduced or increased at the time of final measurement on the completion of the development of the said colony.

B. The basic price of the plot covers development of internal services such as lying of roads, laying of water lines, laying of sewer lines, streetlights within the peripheral limits of the colony.

C. The fifteen (15%) of the basic price shall constitute the earnest money.

- D. The External Development Charges (EDC) and Infrastructure Development Charges (IDC) has tentatively been fixed @ Rs.3200/- per Sq.Yard (Rs.3827/- per Sq.Mtr). The above said EDC & IDC charges is included in the above said basic price of the plot. In case of any increase in the amount of external development charges and/or infrastructure development charges the same shall be payable by the Allottee(s) when demanded and the provision to this effect shall be incorporated in the sale / conveyance deed to be executed by the Promoter in favour of the Allottee(s) and shall be binding upon the Allottee(s). Such increased sum shall be paid by the Allottee(s) to the Promoter on demand irrespective of the fact whether such liability arises before or after execution and registration of sale deed in favour of the Allottee(s) in respect of the subject plot.
- E. Apart from the above internal services to be provided by the Promoter, if any External and/or peripheral services are provided by any Government or local authority for any bigger zone and any charge is levied thereof and/or any other charges are levied in any respect, the same shall also be payable in addition to the aforesaid basic price of the plot and be paid on pro-rata basis by the Allottee(s) as and when demanded by the Promoter.
- F. The cost of installing, running and maintenance of Sewerage/Effluent Treatment Plant/Pollution Control Devices, if any, shall be paid in addition to Basic price by Allottee(s) on proportionate basis as and when demanded by the Promoter. Similarly, if either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment/facilities etc. in the colony then the cost of installing, running and maintenance thereof shall be additionally and proportionately paid by the Allottee(s).
- G. The cost of external electrification, electrical connection, water service connection, sewer connection is not included in the basic price of the said plot and shall be payable by the Allottee(s) in addition to the basic price of the plot. The cost of installation of sub-station / power house / transformers / pumping station shall be paid extra by the Allottee(s) on proportionate basis, as and when demanded by the Promoter, the quantum of which shall be decided by the Promoter at its sole discretion and the same shall be conclusive and binding on the Allottee(s).

- H.** The interest free maintenance security shall be paid by the Allottee(s) as and when demanded by the Promoter/nominee of the Promoter.

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee(s) to the Promoter towards the Plot.
 - (ii) The basic price does not include charges for the following, which shall be payable additionally as and when demanded by the Promoter unless, otherwise stated specifically in this Agreement:
 - The membership fee for the recreational club (if provided) as mentioned in clause herein.
 - The interest free maintenance security deposit payable to the Promoter or nominee of the Promoter or any agency as mentioned herein.
 - The cost of installing, running and maintenance of Sewerage/Effluent Treatment Plant/Pollution Control Devices, if any, as mentioned herein.
 - The cost of installation of the external electrification, sub-stations, transformers, pumping station etc., electrical connection charges, security deposit, energetic charges as mentioned herein.
 - The stamp duty, registration charges and other incidental charges for execution of the sale deed of the plot and/or for execution of this Agreement.
 - The proportionate charges for provision of any other items/facilities not specifically mentioned in this agreement as may be required by any authority/department or considered appropriate by the Promoter.
 - Any levies, taxes like service tax, GST, turnover tax, Vat or any other levies or taxes imposed by the central government or state government or any other authority.
- 1.4** The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in above and the Allottee shall make payment demanded by the Promoter with in the time and in the manner specified therein. In addition, the Promoter shall upon being demanded from the Allottee(s) 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;

- 1.5 The Total Price is escalation free save and except **the manner as may be provided herein** or save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee. 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.**
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B("PaymentPlan")**.
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee(s).
- 1.8 **It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications, on the basis of which sale is effected in respect of the, plot,** without following the provisions of the Act and Rules made thereunder or without public advertisement in leading newspaper in this regard or without following the approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

- 1.9** The Promoter shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary which alterations may involve all or any of the following changes namely change in position of the plot, change in the number of the plot, change in its boundaries, change in its dimensions or change in its area. To implement any or all of the above changes an additional document if necessary, will be executed and got registered. Any increase or decrease up to 10% of the originally allotted area shall be adjusted at booking rate. However, in case increase/decrease is more than 10% prevailing rate shall be applied for such differential area to determine the price payable by the Allottee(s).
- 1.10** The Promoter shall confirm the area of a plot as per approved demarcation- cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential services as mandated by Director General, Town & Country Planning Department, Haryana is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than 10 percent of the area of the plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule B**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement. However, in case increase/decrease is more than 10% prevailing rate shall be applied for such differential area to determine the price payable by the Allottee(s).
- 1.11** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot for Residential purposes as mentioned below:
- (i)** The Allottee shall have exclusive ownership of the Plot;
 - (ii)** The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The

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

- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot for Residential.
- (iv) That, the Allottee(s) shall not use or permit the same for non-residential activities unless so permitted by the Municipal authority or local body.

1.12 All taxes whether levied or leviable now or in future on the land/or building on this land as the case may be, shall be borne by the Allottee(s) from the date of booking by the Allottee(s).

1.13 The Allottee(s) has paid a sum of **Rs.**_____/
(Rupees _____**Only)** towards basic price as on the date of signing of this Agreement; the receipt of which the Promoter hereby acknowledges) The Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [**Schedule B**] as may be demanded by the Promoter within the time and in the manner specified therein: The Promoter shall be under no obligation to send the intimation/call notices regarding time linked installments but the Promoter may do so in its own discretion. It will be the responsibility of the Allottee to adhere the payment schedule.

1.14 All additional cost/charges in terms of this Agreement shall be payable as and when demanded by the Promoter as per the payment Schedule. All the outstanding dues, whatsoever including interest, if any, shall be payable by the Allottee(s) before execution of the sale deed and taking over the possession of plot.

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 under the Act and rules made thereunder or as mutually agreed between the Parties.

- 1.15** That if the Recreational Club ("Club"), is provided by the Promoter in the said Colony then the Allottee(s) shall make the payment to the Promoter for one-time membership fees in addition to the basic price as and when demanded by the Promoter.
- 1.16** The Allottee(s) shall be entitled to avail the facilities/services provided by the Club as per its rules and regulations and on payment of service charges like annual charges, user charges etc., as may be prescribed from time to time including service tax or other levies. The Allottee(s) agrees to abide by the rules and regulations formulated by the Promoter and/or maintenance agency or any other agency nominated by the Promoter for providing services in the Club.
- 1.17** In order to ensure that the club is maintained properly functional for the benefit and enjoyment of the Allottee(s), a minimum inflow of funds is essential. Therefore, the Allottee(s) agrees to pay user fee for the club as may be prescribed and demanded by the Management of the club irrespective of the fact that the Allottee(s) has not been availing of any service of the club. The Allottee(s) agrees to pay such user charges in advance to the Promoter for the first one year of commencement of operations of the club, at the time of taking possession of the plot. Thereafter such charges shall be payable quarterly against bills to be raised by the Club Management / Operating Agency.
- 1.18** The Club shall be managed by the Promoter or its nominee(s). The Allottee(s) shall not interfere in the same. In all eventualities, the ownership of the Club, its buildings and the land underneath, all equipment's, furnitures and fixtures shall always remain vested in the Promoter irrespective of the fact that its management is with the Promoter or its nominees or any third party appointed for the purpose.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, as and when it falls due, within the stipulated time as mentioned in the Payment Plan [**Schedule B**] 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 with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately

and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of theAllottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OFPAYMENTS:

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

5. TIME ISESSENCE:

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

6. CONSTRUCTION/ DEVELOPMENT OF THEPROJECT:

- 6.1** The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Colony where the said Plot for Residential use is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.

- 6.2** The Promoter shall develop the Project in accordance with applicable state norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the General, Town & Country Planning, Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities.

7. POSSESSION OF THE PLOT

- 7.1 Schedule for possession of the said Plot** - Promoter shall endeavor to complete the development of said colony within Twelve months with a grace period of six months from the date of execution of this Agreement. The Promoter agrees and understands that timely delivery of possession of the Plot 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.
- 7.2** The Promoter assures to hand over possession of the Plot as per agreed terms and conditions unless there is delay due to "*force majeure*", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.
- 7.3** The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions and causes beyond the control of Promoter (like flood, earthquake, terrorists, acts, sabotage, war, riots, labour problems, shortage of materials or electric power, strikes, delays in receiving necessary permission /sanctions/approvals from Government Authorities, failure/delay at the end of Government/HUDA to provide necessary infrastructural facilities like Electricity, Water, Sewerage and Road till the periphery of said Colony for being connected with internal

lines/systems of said colony, etc., then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety days. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.4** In case the plot gets omitted/deleted from the layout plan or the Promoter is not able to deliver the same to the Allottee(s) for any reason other than those relating to acquisition of the land as mentioned herein below the Promoter may offer another plot in the Colony if available, and if the same is not acceptable to the Allottee(s), then the Promoter shall be liable only to refund the actual amount received by it with simple interest @ 10% per annum and the Promoter shall not be liable to pay any compensation whatsoever.
- 7.5** At present there is no subsisting notification, or order by the State Government or any other Government or local authority regarding acquisition or requisition or otherwise for taking over of the area in which the plot is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the Allottee who would be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installments to the Promoter and will also thereafter be entitled to receive the compensation paid by the Government / Authority in respect of the plot. The Promoter will not be responsible or liable in any manner whatsoever on account of any such development.
- 7.6** The Allottee(s) agrees that, if as a result of any legislation, order or rule of regulation made or issued by the Govt. or any other Authority, approvals for the said colony or any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(s) become subject matter of any suit/writ/legal proceedings before a competent court or due to force majeure conditions, the Promoter, (after provisional and/or final allotment), is unable to deliver the plot to the Allottee(s) for his/her possession and use, the Allottee(s) agrees that the Promoter may decide at its sole discretion to refund the amounts received from the Allottee(s), then it shall be liable only to refund the amounts received from him/her without any interest or

compensation whatsoever.

- 7.7 Promoter may, in its discretion, offer possession of said Plot even if development works in some part of said colony remains to be completed.

7.8 Procedure for taking possession of Plot

- A. The Promoter, upon obtaining the approved layout plan/demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the Plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.
- B. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential] at the time of conveyance of the same. The Allottee(s), before taking possession, agree(s) to pay the charges including holding charges if any as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

7.9 Failure of Allottee to take Possession of

- A. Upon receiving a written intimation from the Promoter the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the allottee as per terms and condition of the Agreement.
- B. The Allottee(s) shall be entitled to the possession of the plot only after all the amounts payable by him under this Agreement have been paid. The Promoter on the completion of development of said colony shall issue the final call notice to the Allottee(s), who shall within 30 days thereof, remit all dues and take possession of the plot. If the Allottee(s) fails to settle the final account and to take possession of the plot within 30 days from the date of issue of the final call notice/offer to hand over

the possession by the Promoter, the Allottee(s) shall be liable to pay to the Promoter the holding charges @ Rs.20/- per square yard per month on the expiry of 30 days' notice in addition to the interest payable by the Allottee(s) on the due amount and shall also become liable to pay any charges, levies, taxes and maintenance charges in respect of the plot irrespective of the fact that Allottee(s) has not taken possession of the plot and has not been in enjoyment of the same

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

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

Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter). The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within ninety days of such cancellation.

7.11 Compensation -

- A. The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- B. Except for occurrence of a "*force majeure*", Court orders, Government policy/ guidelines, decisions and causes beyond the control of Promoter (like flood, earthquake, terrorists, acts, sabotage, war, riots, labour problems, shortage of materials or electric power, strikes, delays

in receiving necessary permission /sanctions/approvals from Government Authorities, failure/delay at the end of Government/HUDA to provide necessary infrastructural facilities like Electricity, Water, Sewerage and Road till the periphery of said Colony for being connected with internal lines/systems of said colony, etc, 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 para above; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, 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.
- (iii) Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter here by represents and warrants to the Allottee as follows:

- (i) 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;
- (ii) The Promoter has lawful rights and requisite approvals from

the competent Authorities to carry out development of theProject;

- (iii) There are no encumbrances upon the Project Land or theProject;
- (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 are valid and subsisting and have been obtained by following due process of law.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot 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 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;
- (x) 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 Project Land and/ or theProject.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEES(S):

9.1 The Allottee(s) here by represents and warrants to the Promoter as follows:

- (i) The Allottee(s) has got his/her complete address registered with the Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- (ii) All letters, receipts, and/or notices issued by the Promoter or its nominee(s) and dispatched under a Certificate of Posting to the last address known to it of the Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) and shall fully and effectually discharge the Promoter or its nominee(s).
- (iii) The Allottee(s) shall be entitled to the possession of the plot only after the amounts payable under this Agreement are paid.
- (iv) The Allottee(s) shall abide by all Laws, Byelaws, Rules and Regulations of Haryana Urban Development / Authority / Local bodies and shall be responsible for all deviations, violations, breach of any of the conditions mortgage by deposit of title deed of project land in favour of one or more of Rules and Regulations as the industry is meeting with the prescribed standards.
- (v) The Promoter shall have the first lien and charge on the said plot in the event of the Allottee(s) parting with any interest for all its dues and / or that may hereafter become due and payable by the Allottee(s) to the Promoter under this Agreement.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the "*force majeure*" as detailed above, Court orders,

Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the developed Plot to the Allottee within the time period specified herein or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.
- (ii) For the purposes of developed plot, it shall mean 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 has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case maybe;

10.2 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 as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate agreed between the Parties;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount/earnest money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter).. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the

promoter shall intimate the allottee about such termination at least thirty days prior to such termination. In exceptional circumstances, the Company may at its absolute discretion condone the delay in payment by charging an interest @ 24% p.a. on the amount outstanding as due from the Allottee(s)

11. CONVEYANCE OF THE SAID UNIT/ APARTMENT/PLOT:

11.1 The promoter on receipt of total price of the plot, 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 plot is 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. 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 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.

11.2 That, the Seller covenants that it shall carry out the necessary development of the colony in accordance with the terms of this Agreement and pass on a clear title in respect of the said plot in favour of the Allottee(s) at the time of execution of Sale Deed/Conveyance Deed, subject to the Allottee(s) fulfilling all his/her/their obligations herein contained and there being no bar from any Government Body/ Authority/Court of Law.

11.3 In case of the Allottee(s) who has opted for long term payment plan arrangement with any Financial Institutions/Banks, the sale deed of the plot in favour of the Allottee(s) shall be executed only upon the Promoter receiving No Objection Certificate from such Financial Institutions/Banks.

11.4 The sale deed shall be executed and got registered in favour of the Allottee(s) within a reasonable time after the plot has been finally demarcated at the site and after receipt from him/her of full sale consideration and other charges, if any, and compliance of all other terms and conditions of this Agreement. The cost of stamp duty, registration charges, and other incidental charges will be borne by the Allottee(s) in addition to full sale price of the plot, as and when demanded by the Promoter. The sale deed shall contain all or any of the terms and conditions contained herein and such additional terms and conditions as are considered proper by the Promoter. The Allottee(s) shall not object to any such terms. In case the Govt. demands any stamp duty / registration charges on this Agreement the same will be borne by the Allottee(s).

11.5 The Allottee(s) confirms that the Promoter has not indicated/promised/represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities including club, recreation facilities, if any, falling outside the area of the Plot save and except the use of common area and such common areas will be identified by the Promoter in its sole discretion and such identification by the Promoter in its layout plans now or in future shall be final, conclusive and binding on the Allottee(s). The Promoter relying on this specific undertaking of the Allottee(s) which shall survive throughout the possession and occupancy of the Plot by the Allottee(s), his/her legal representatives, successors, administrators, executors, assigns etc. If any Club/Recreational facilities are provided by the Promoter/Other Agency, the Allottee(s) shall be liable to pay the fixed amount of membership fee and shall also pay for using such facilities as per the rules/regulations of the Agency providing such facilities.

12. The Allottee(s) shall be bound to start the construction of the house on the allotted plot with due sanction of the competent authorities within 3 years from the date of intimation to take possession sent by the Company and complete the construction within two years therefrom, in terms of the duly granted sanction plan and obtain the completion / occupancy certificate from the competent authority and simultaneously cause supply of a copy of the said certificate to the Company, failing

which the Allottee(s) shall be liable to pay non-construction charges to the Company in the form of liquidated damages for delaying the construction beyond the period of 5 years (3 years + 2 years) in the manner prescribed herein below :-

- a) delay up to one year : @ Rs.1000/- per month
- b) delay from one year up to two years : @ Rs.1500/- per month
- c) delay from two years onwards : @ Rs.2000/- per month

If the Allottee(s) fails to start construction and complete the same as mentioned hereinabove, in either of the eventuality apart from getting the aforesaid non-construction charges in the form of liquidated damages, the Promoter shall be entitled to resume the plot and the possession of the Plot shall be liable to be reverted back to the Promoter with immediate effect. Consequently, the Promoter shall be entitled to forfeit the earnest money and the balance of the sale consideration (interest free) shall be paid by the Promoter to the Allottee(s) in six equal monthly installments.

- 13. The Allottee(s) shall not, without appropriate permission from the Promoter and concerned authority, sink, drill, install and/or commission any well/borewell/tubewell within the Unit or anywhere outside the area of the plot allotted to him/her.
- 14. It is made clear by the Promoter and fully understood by the Allottee(s) that the allotment whether provisional and/or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities, club and buildings outside the area (land) of the plot allotted.

15. MAINTENANCE OF THE SAID PROJECT:

- 15.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees 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.

- 15.2** That the agreed price of plot covers “Development Cost” of internal services, such as laying of the colony roads, water lines, sewer lines and storm water drains, development of horticulture & landscaping within the peripheral limits of the Colony in terms of the Licence granted by the Director General, Town & Country Planning Department, Haryana, for development of the said colony but does not include the “Periodic Maintenance & Upkeep Costs” for which the Allottee(s) agrees to enter into a separate Maintenance Agreement with the Promoter or Maintenance Agency so appointed by Promoter for the said purpose. The Allottee(s) agrees to execute the Maintenance Agreement simultaneously, when the possession of the said Plot is handed over to him/her/them.
- 15.3** The Allottee(s) shall also deposit with the Promoter a sum of @ Rs.100/- per square yard of the area of the plot by way of interest free maintenance security to ensure timely payment of the maintenance charges by him. The amount will be payable by the Allottee(s) at the time of taking possession or execution of the sale deed of the plot, whichever is earlier. Besides, the Allottee(s) shall also make the proportionate contribution to the replacement/sinking fund as may be prescribed by the Promoter and/or its maintenance agency to be utilized for replacement, major repairs of infrastructure facilities, roads, drains, water supply, sewer disposal system, electrical or other installation etc.
- 15.4** 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 or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.
- 15.5** The Allottee(s) of the plot will be liable to pay necessary charges as determined by the Promoter or the maintenance agency for maintaining the various value added services as determined by the Promoter until the services are handed over to a local body or to the association of plot Allottee(s) as the case may be. The Allottee(s) shall deposit with the Promoter a sum as determined by the Promoter by way of interest free security to ensure timely payment by him/her. The amount will be payable by the Allottee(s) and will be paid at the time of taking possession or execution of sale deed whichever is earlier.

15.6 The above arrangement will be applicable till the maintenance of various services of the entire colony is handed over to the Local/Civic Body, or any other agency. The Allottee(s) agrees and consents to the above arrangements and will not question the same singly or jointly with other Allottee(s). However, the Promoter or its nominee(s) may withdraw from the management aforesaid at any time after a general notice in the colony (and give up its residuary rights therein).

16. DEFECTLIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act:

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

17. RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

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

18. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

18.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do anything in or to the Plot, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot 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.

18.2 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. anywhere on the exterior of the Colony. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the Building. The Promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Plot.

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

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 in the State and related to the project.

20. MORTGAGE OR CREATION OF CHARGE:

20.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is

made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

20.2 The Promoter has the right to raise the finance from the Bank / Finance Institutions / Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of the title deed) of the project land in favour of one or more such institutions and for creation of such a charge the Allottee(s) shall have no objection, during the development of the Project

20.3 The Allottee(s) can avail the loan from the Financial Institutions/Banks to finance the plot. However, the Promoter shall not be responsible in any manner if a particular Financial Institution/Bank refuses to finance the plot on any ground. The responsibility of getting the loan sanctioned and disbursed and its repayment with interest accrued thereon to the Bank/Financing agency will rest exclusively on the Allottee(s) and in no event the Promoter shall assume any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per schedule, shall be ensured by the Allottee(s) along with interest on delayed payments, if any

21. BINDINGEFFECT:

This Agreement shall be binding on both the Parties.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified shall deem to be accepted by the Allottee.

The Promoter at its sole, after giving an fair opportunity to the allottee to get this agreement executed, the promoter has an option cancel the allotment and forfeit ten percent of bookingamount.

22. ENTIREAGREEMENT:

This Agreement, along with its schedules, constitutes the entire

Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot).

23. RIGHT TO AMEND:

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

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

24.1 Transfer of the plot including rights as Allottee(s) herein, will be at the sole discretion of the Promoter and will need Promoter's prior written approval. Administrative charges as prescribed by the Promoter from time to time will be paid by the Transferor, at the time of transfer. Any change in the name (including additions/deletion) recorded as Allottee(s) with the Promoter will be deemed as transfer for this purpose. The administrative charges for the transfer of the plot amongst family members (husband/wife and own children/mother/father and brother/sister) will be 25% of the normal administrative charges. Claims if any, between Transferor and transferee as a result of subsequent reduction/increase in the area or its location will be settled between themselves i.e. Transferor and transferee and the Promoter will not be party to the same.

24.2 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 for Residential and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot in case of a transfer, as the said obligations go along with the Plot any other usage and parking (if applicable) for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

25.2 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.

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 Project, the same shall be the proportion which the area/ carpet area of the Plot bears to the total area/ carpet area of all the Plots in the 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 addition 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 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. Hence this

Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

_____ Name of Allottee

_____ (Address)

Shree Vardhman Township Pvt. Ltd.

_____ (Promoter Address)

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.

30. 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 be considered as properly served on all the Allottees.

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

All or any disputes arising out of 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 abovewritten.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Name_____

Address_____

Please affix photograph
and sign across the
photograph

(2) Signature_____

Name_____

Address_____

Please affix photograph
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)_____

Name_____

Address_____

Please affix photograph
and sign across the
photograph

At_____on_____in the

presenceof: WITNESSES:

1. Signature_____

 Name_____

 Address_____

2. Signature_____

 Name_____

 Address_____

A.