

PLOT BUILDER BUYER'S AGREEMENT

This Plot Builder Buyer's agreement (hereinafter referred to as the '**Agreement**') is made aton ____ day of _____ 2021.

BETWEEN

M/s. Signature Infrabuild Private Limited | CIN: 70100DL2013PTC247676, a company registered under the provisions of the Companies Act, 1956 or 2013 as the case may be, having its Office at Ground Floor, Tower A, Signature Towers, South City 1, Gurugram, Haryana - 122001 through natural individual as its Authorized Signatory namely **Mr.** (**Aadhaar No.**), duly authorized jointly and severally in his behalf vide board resolution datedhereinafter referred to as the '**Developer**', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the **ONE PART**.

AND

....., **S/O** (**Aadhar No**) aged about (**PAN**)

In case of more than one Allottee:

....., **S/O** (**Aadhar No**) aged about (**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) of the **SECOND PART**

.

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

Any reference to Allottee/Allottees in this Agreement shall mean and include Joint Allottee, if any unless a different intention appears therein.

INTERPRETATION:

- 1 References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- 2 The captions and headings used in the Agreement are for easy reading and convenience and are of indicative nature only. These in no way define, limit or describe the scope of the Agreement or the intent of any provision hereof. The true interpretation of any matter or clause in the Agreement shall be done by reading the various clauses in the Agreement as a whole and not in isolation or in parts or in terms of captions provided;
- 3 Any references to recitals, clauses or annexures or schedules, are, unless the context otherwise requires, references to recitals, clauses, annexures or schedules to this Agreement;
- 4 Any reference to days, months and years are to calendar days, calendar months and calendar years, respectively;
- 5 Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form;
- 6 Any reference to a law shall include such law as from time to time enacted, amended, supplemented or re-enacted and shall also include any rules, bye-laws, notifications, orders etc. as may be relevant;
- 7 The word ‘person’ shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any Government Authority or any other entity or organization;
- 8 The recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement;
- 9 To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- 10 Any reference to the phrase ‘handing over the possession of the Plot’, ‘taking over the possession of the Plot’ or any similar phrase shall mean
 - (i) actual physical handover of the possession of the Plot in favour of the Allottee(s), or
 - (ii) expiry of the period, for taking the possession of the Plot by the Allottee(s), as prescribed in the Possession Notice, whichever is earlier; and
- 11 The words “include” and “including” are to be construed without limitation.

- 12 Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- 13 Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly, whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- 14 Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Article, Recital or provision in which the said term has been used, unless the context otherwise requires.
- 15 The currency amounts are stated in Indian Rupees (INR) unless otherwise specified

WHEREAS

- A. Licence No. 12 of 2021 has been granted/ issued by the Director Town and Country Planning, Haryana against total land of 10.30 acres situated in the revenue estate of village Mevka, Wazirpur, Sector- 92, Gurugram, Haryana (hereinafter referred to as the "Land"), mentioned in the said licence. The Developer on the basis of Development/Collaboration Agreement and General Power of Attorney (GPA) / Special Power of Attorney has been authorized/ entitled to exercise full, free and uninterrupted rights, amongst the others, exclusive and marketing rights and branding rights in respect of the Project, for allotment, enter into agreements with such Allottee as it deems fits and on such marketing, leasing, to receive the full and complete proceeds in its own name and give receipts and in such manner as may be feasible, expedient or necessary to allottee, or proposed allottee of the Plot in the Project. As such the Developer is entitled to enter into this agreement. Details of the said land is as under:.

Land admeasuring 10.30 acres is earmarked for the purpose of developing an Affordable Residential Plotted Colony project as per the Haryana Affordable Plotted Housing Policy, 2016 (Deen Dayal Jan Awas Yojna) notified by Government of Haryana vide Notification No. PF-27A/6521 dated 01st April, 2016 and any amendments thereto ("**Policy**") vide License No 12 of 2021 granted for this purpose from the office of Director Town and Country Planning, Haryana ("DTCP"). Details of the land mentioned in the said license is as under:

Detail of land owned by S.A Township Pvt. Ltd.

Village	Rect No.	Killa No.	Area (K-M)
Mevka	7	6min	1-3

Detail of land owned by Ramprastha Estates Pvt. Ltd.

Village	Rect No.	Killa No.	Area (K-M)
Mevka	3	17	8-2
		24	8-0
	6	11	8-0
	7	3min	4-4
		4	6-11
		7	8-0
		8/1	4-0
		8/3	2-0
		15	7-8
		Total	56-5

Detail of land owned by Signature Infrabuild Pvt. Ltd.

Village	Rect No.	Killa No.	Area (K-M)
Wazirpur	89	9/2	2-0
		11/1	0-11
		11/3	5-8
		12	8-0
		19	7-0
		20/2	2-1
		Total	25-0
		Grand Total	82K-8M

Or 10.30 Acres

- B.** The Developer is fully competent to enter into this Agreement based upon Development/Collaboration Agreement and General Power of Attorney (GPA) / Special Power of Attorney and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be or being developed/constructed have been complied with for the purpose of entering into this Agreement;
- C.**

- D.** The Developer got the project registered under RERA vide registration no. of datedwith commercial complex and the said project shall be known as “.SignatureGlobal City 92.” (“**Project**”) layout of the colony is also approved from the Director Town and Country Planning, Government of Haryana, at Chandigarh (“**DTCP**”) vides memo _____dated _____from DTCP. It has been categorically informed the Allottee that the Project and amenities & facilities etc. in the project would be open for residents/occupants of the project at relevant point of time.
- E.** The Project is being/shall be developed by the Developer in accordance with the aforementioned approvals and other sanctions including environment clearance and in terms of the provisions of Affordable Plotted Housing Policy 2016.
- F.** The Project may comprise of several blocks of plots, buildings consisting of self-contained Plots along with common infrastructure, in terms of the Policy including commercial building.
- G.** The Allottee(s) had applied to the Developer for allotment of Plot in the Project vide his Application dated (“**Application**”).
- H.** Pursuant to the Application, an Plot bearing No., in Block, (“Plot”) having an areaSq Ft./..... Sq. mtr together with the *pro rata* share in the Common Areas(as defined) (“**Plot**”), details of which are more specifically provided in **Schedule A**, is hereby allotted to the Allottee(s), in terms of the Policy, the Application and on other terms and conditions appearing hereinafter.
- I.** The Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project and also for the Plot, plot or building, as the case may be, from the Competent Authority in this regard. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in compliance with the Applicable Laws.
- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K.** The Allottee(s) has inspected the site where the Project is proposed to be /being developed/constructed along with the ownership records and other related documents and hereby acknowledges that the Developer has readily provided all information and clarifications as enquired. The Allottee(s) has also not relied upon, and is not influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, statements or estimates of any nature whatsoever, whether written or oral, made by any person other than the Developer or its authorized representatives. The Allottee(s) has relied solely on his

personal judgment in deciding to enter into this Agreement and to purchase the Said Plot. Further, the Allottee(s) is satisfied about the title of the Developer related to the Project and is also content with the right, title and interest of the Developer to sell the Said Plot and receive the Total Cost.

- L.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws in relation to the Project and/or Land.
- M.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has accepted the application of the Allottee(s), to allot Said Plot, and the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Plot.

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

1. DEFINITIONS:

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

- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Rules made thereunder as amended time to time;
- (ii) “**Agreement**” shall mean this Plot Buyer’s agreement as amended from time to time;
- (iii) “**Allottee(s)**” shall have the meaning as ascribed to it in the title Clause;
- (iv) “**Plot**” shall mean and includes the said Plot bearing No.....-..... in Affordable Residential Plotted Colony along with commercial space namely “.....” in the revenue estate of village Mevka, Wazirpur, Sector- 92 Gurugram, Haryana being developed in the project in terms of layout/sanctioned plan No.....dated

- (v) "**Said Apartment Ownership Act**" shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- (vi) "**Applicable Law**" includes all applicable statutes, enactments, acts of legislature or Parliament laws, ordinances, rules, bye-laws, secretarial standards, regulations, notifications, guidelines, policies, treaty, rule, judgment, notification, decree, consents, directions, directives, orders or regulations or other governmental or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (vii) "**Authority**" shall mean the real estate regulatory authority constituted under the Act;"
- (viii) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called, payable by the **Developer**;
- (ix) "**Association of Allottees**" shall mean the condominium / association of the allottees in ..SignatureGlobal City 92 Project as the case may be, which shall be formed by the **Developer** under the Applicable Laws;
- (x) "**Authority**" means Haryana Real Estate Regulatory Authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (xi) "**Booking Amount**" shall mean 10% (Ten Percent) of the Total Price of the Plot;
- (xii) "**Area**" of the Said Plot shall mean and include the area of the Said Plot;
- (xiii) "**Cess**" shall mean any applicable cess, existing or future on the supply of goods or services or both;
- (a) "**Common Areas**" shall mean. "**Limited Common Area and Facilities of the Said Project**" means those common areas and facilities which are reserved for use of certain plot or plots to the exclusion of other plots.
- (xiv) "**Conveyance Deed**" shall mean the deed of conveyance which shall convey the title of the Said Plot in favour of the Allottee(s) in accordance with this Agreement;
- (xv) "**Developer**" shall have the meaning as ascribed to it in the title Clause;

- (xvi) “**DTCP**” shall have the meaning as ascribed to it in Recital;
- (xvii) “**FEMA**” shall mean Foreign Exchange Management Act, 1999 and rules and regulations made thereunder;
- (xviii) “**Force Majeure**” shall mean as defined in this agreement;
- (xix) “**Goods and Service Tax**” shall mean any tax imposed on the supply of goods or services or both under GST Law;
- (xx) “**GST Law**” shall mean Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Service Tax Act and State Goods & Service Tax Act and all related ancillary legislations, rules, notifications, circulars;
- (xxi) “**Governmental Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organisation to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organisation have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country;
- (xxii) “**Land**” shall have the meaning as ascribed to it in Recital;
- (xxiii) “**Occupancy/Completion Certificate**” shall mean the occupancy/ Completion certificate for any of the buildings/Plot constructed/to be constructed in the Project as issued, individually or collectively, by the concerned Governmental Authority;
- (xxiv) “**Payment Plan**” shall mean the payment plan as appended in Schedule B but the Payment schedule may be preponed if the occupation certificate (OC) is received before the scheduled possession period;
- (xxv) “**Project**” shall have the meaning as ascribed to it in Recital;
- (xxvi) “**RBI**” shall mean the Reserve Bank of India;
- (xxvii) “**Rules**” shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017;

(xxviii) “**Tax**” means all taxes, duties, levies, imposts including Goods and Services Tax, Cess or any other taxes and/or cesses, stamp duty, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in connection with the construction of the Project;

(xxix) “**Total Cost**” shall have the meaning as ascribed to it in this agreement; and

(xxx) “**Said Plot**” shall have the meaning as ascribed to it in Recital .

2. ALLOTMENT:

2.1 In accordance with the terms and conditions set out in this Agreement and the Policy, the Developer hereby agrees to transfer the Said Plot, to the Allottee(s), subject to the condition that the Allottee(s) pays the Total Cost and other charges in terms of the Agreement and fulfills other terms, conditions and stipulations, as contained in the Agreement.

2.2 The Said Plot shall have the specifications as shown in the specification sheet attached hereto as **Schedule A**.

2.3 Subject to the terms of the Agreement, the Developer agrees and acknowledges that the Allottee(s) shall have the right to the Said Plot as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Said Plot as stated in this agreement;

(ii) The Allottee(s) shall also have undivided proportionate share in the usage of the Common Areas. Since the right of the Allottee(s) to use the Common Areas cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them only even after handing over the Common Areas to the association of Allottee(s) after duly obtaining the Occupancy / Completion Certificate;

(iii) The Allottee(s) has the right to visit the Project site, subject to prior intimation and appointment, to assess the extent of development of the Project and his Said Plot, as the case may be.

- 2.4 The Allottee(s) hereby unequivocally authorizes the Developer, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever

3. CONSIDERATION AND PAYMENT OBLIGATIONS:

- 3.1 The Total Cost for the Said Plot having the Area square feet Said Plot is **Rs...../- (Rupees Only) ("Total Cost"):**

Heads	Amount in Rupees	Tax if applicable
Basic Unit Cost BUC)		
Parking\$		
Electricity Meter		
Power Back up charge\$		
Interest Free Security Deposit		
External Electrification Charge (EEC)		
Charges for Operating and Running Cost for Utility Services for 1 (one) year		
Stamp Duty and Registration Charge		
Administrative Charges sale/conveyance deed execution and registration	Charges as applicable at the time of offer of possession	
Water Meter Connection Charge		
Other charges#		

Not applicable if amount is not charged

* This amount will be transferred, after your consent, to the Association when the project will be transferred to the Association

An amount of Rs...../- (Rupees Only) has been paid till date by the allottee by Cheque/Demand Draft/RTGS/NEFT(as applicable) out of which Rs/(Rupees Only) vide Cheque no. dated drawn on paid by the Allottee of above Plot at the time of booking and remaining balance sale consideration shall be paid as per payment plan mentioned in this agreement:

Explanation:

- (i) The Total Cost above includes the Earnest Money paid by the Allottee(s) to the Developer towards the Said 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/construction of the Project(s)) paid/payable by the Developer up to the date of handing over the possession of the Plot to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession::

Provided that in case there is any change in the Taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased or reduced based on such change:

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Governmental Authority, which shall include the extension of registration, if any, granted to the Project by the Governmental Authority, as per the Act, the same shall not be charged from the Allottee(s);

- (iii) The Developer shall periodically intimate, in writing, to the Allottee(s), the amount payable as stated in sub-clause (i) above and the Allottee(s) shall make payment demanded by the Developer promptly and without any delay, within the time and in the manner specified by the Developer. In addition, the Developer shall provide to the Allottee(s) the details of the dues paid or demanded along with the acts/rules/notifications together with dates from which such Taxes have been imposed or become effective;
- (iv) The Total Cost of Said Plot includes recovery of price of land, construction of not only the Said Plot but also the Common Areas, cost of providing electric wiring and fitting, electrical connectivity to the Said Plot, water line (water consumption charges shall be paid by applicant based upon actual cost incurred by the maintenance agency for procuring water) and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, if applicable.. However, power backup if provided for Common Areas, cost of equipment and installation thereof, shall form part of the Total Cost but the user charges thereof shall be borne by Allottee(s)
- (v) It is agreed that Goods and Services Tax is applicable on any interest and late fees. Pursuant to foregoing, interest along with Goods and Services Tax applicable

thereon will be computed as and when Allottee(s) will make such payments to the Developer in terms of the Agreement.

- 3.2 The Total Cost is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Governmental Authority and/or any other increase in charges which may be levied or imposed by the Governmental Authority/ies, from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the Governmental Authority, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), 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 Governmental Authority, which shall include the extension of registration, if any, granted to the Project by the Governmental Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 3.3 The Allottee(s) has already paid to the Developer 10 % of the total Cost, at the time of submission of the Application. Further, the Allottee(s) shall make balance the payment as per opted payment plan set out in in **Schedule B**
- 3.4 It is specifically agreed that an amount of 10 % of the total cost of Plot amount shall be treated as earnest money ("**Earnest Money**"). The Earnest Money shall be liable to be forfeited by the Developer in the following events:
- (i) Upon surrender or withdrawal of the allotment of the Said Plot by the Allottee(s); and/or
 - (ii) Upon non-payment by the Allottee(s) of any installment or demand raised by the Developer in terms of opted Payment Plan resulting in cancellation of allotment of Said Plot to the Allottee(s).

In the eventuality of withdrawal / cancellation, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded to the Allottee(s) after deducting the interest accrued over unpaid amount, invoiced taxes, without any interest and such refund shall be made as per HRERA Rules.

- 3.5 In the event of any delay in making timely payment of amounts in terms of the Payment Plan or otherwise payable in the Agreement by the Allottee(s), the Allottee(s) shall be liable to pay an interest on the amount due @ provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 from the due date, applicable for the period of delay. Subject to the provision for payment of interest, in the event the Allottee(s), fails

to make the payment of any of the installments of the Total Cost or any other amounts falling due within the stipulated time, the Developer may issue a notice to the Allottee(s) for making the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Allottee(s) still defaults in making payment of the amount due along with interest within the period of said 15 (fifteen) days, Upon the failure of the Allottee(s) to clear the entire due amount within this period of 15 (fifteen) days, the allotment of the Said Plot shall stand cancelled without the need for the Developer to do or undertake any more steps. In case of such cancellation, the Allottee(s) shall have no lien or claim on the Said Plot and the Developer will be entitled to sell, convey or transfer the Said Plot to any party at its sole discretion. In such an event, the amount received from the Allottee(s), until the date of cancellation of the allotment of the Said Plot by the Developer, shall be refunded within RERA permitted period to the Allottee(s) after deducting the Earnest Money, invoiced taxes, interest at the rate provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 per annum on the amount due accruing in favour of the Developer in terms of the Agreement.

- 3.6 The Allottee(s) agrees and undertakes to pay directly, or if paid by the Developer, then reimburse to the Developer, on demand any Tax and/or any enhancement thereof including but not limited to enhanced development charges or any Tax or charges, government levies including any fresh incidence of tax or compensation as may be levied, charged or imposed by the Government of Haryana/Competent Authority/Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/sale deed has been executed, then the Allottee(s) undertakes to pay the same upon intimation by the Developer. For avoidance of doubt, any such Tax or development charges payable to Government Authority shall not form part of the Total Cost and shall be borne additionally by the Allottee(s).
- 3.7 The Allottee(s) shall make all payments from time to time through account payee cheque (s)/demand draft (s) or RTGS/ Online Payment in favour of the Developer.
- 3.8 In-case the Allottee(s) wants to avail of a loan facility from his employer or Bank/financing bodies to facilitate purchase of the Said Plot, the Developer shall facilitate the process subject to the following:
- (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- (b) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason

whatsoever, the payment to the Developer, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in this agreement.

(c) In case of default in repayment of dues of the Bank/financial institution/agency by the Allottee(s), the Allottee(s) authorizes the Developer to cancel the allotment of the Said Plot and repay the amount received till that date after deduction of Earnest Money, the interest accrued over unpaid amount, invoiced taxes, directly to Bank/financing/institution agency on receipt of such request from financing agency without any reference to the Allottee(s). If deducted amount becomes negative, the portion of the amount, which would be in negative, will have to be paid/reimbursed by the Allottee to the Developer.

4. POSSESSION:

- 4.1 Within 60 (sixty) days from the date of issuance of Occupancy/ Completion Certificate, the Developer shall offer the possession of the Said Plot to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy/ Completion Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty, registration charges and administrative charges and incidental charges etc., the Developer shall offer possession of the Said Plot to the Allottee(s) by April, 2023 from the date of allotment. Applicable taxes would be payable extra at each stage. Aforesaid payment schedule can be preponed if the construction is completed before scheduled milestone or the occupation certificate (OC) is received before the scheduled possession period.
- 4.2 Upon receipt of the Occupancy/ Completion Certificate, the Developer shall issue a written notice ("**Possession Notice**") to the Allottee(s) requiring the Allottee(s) to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Developer shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee(s) including all dues payable under this Agreement or as may be payable because of any demands of any Governmental Authority, permit the Allottee(s) to assume possession of the Said Plot after:
- (i) Payment of any unpaid amounts as provided herein and or in Possession Notice and as otherwise applicable under Applicable Laws;
 - (ii) Payment of the entire stamp duty, registration charges and other administrative and incidental charges;

- (iii) Execution of necessary documents as may be required or determined by the Developer in respect of the Said Plot and in the formats prescribed by the Developer and to get the same stamped and registered, if required under Applicable Laws, with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee(s).
- 4.3 Subject to the Allottee(s) fulfilling all its responsibilities stipulated herein and taking the possession of the Said Plot in accordance with the Possession Notice, the Developer shall prepare and execute a Conveyance Deed to transfer the title of the Said Plot in favour of the Allottee(s). The Developer shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee(s). The Allottee(s) agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Developer. After the execution and registration of the Conveyance Deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Said Plot to the Allottee(s).
- 4.4 Notwithstanding any other provisions stated herein, the Allottee(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Said Plot after the expiry of the period provided in Possession Notice, then the Allottee(s) shall be deemed to have taken possession of the Said Plot and will be responsible for any costs or charges in relation to the Said Plot including but not limited to Taxes in relation thereto.
- 4.5 If the Allottee(s) fails to take over possession of the Said Plot, within the time and in the manner as specified in the Possession Notice; holding charges, maintenance charges and other applicable charges applicable at relevant point of time would be payable by the Allottee(s). Further in case the Allottee fails to comply with the essential documentation, undertaking, etc., such Allottee shall continue to be liable to pay holding charges, maintenance charges and other applicable charges applicable at relevant point of time.
- 4.6 The Allottee(s), before taking possession of the Said Plot, shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agrees not to raise any dispute on such account thereafter, either individually and/ or by joining as member(s) in the society/association and or otherwise, in any capacity.
- 4.7 Subject to compliance and adherence by the Allottee(s) of the terms and conditions of this Agreement, the Developer may at its sole discretion and subject to payment by the Allottee(s) of transfer charges, administrative charges and completion of requisite documentation as may be prescribed by the Developer, permit the transfer of allotment

of the Said Plot in favor of a transferee(s)/nominee(s)/assignee(s) of the Allottee(s). Such permission for transfer/assignment of Agreement shall always be subject to Applicable Laws. It is hereby clarified and the Allottee(s) agrees that no request for transfer/assignment of the allotment of the Said Plot can be made by the Allottee(s) after dispatch of the Possession Notice by the Developer.

The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations including but not limited to any Taxes, registration charges and ancillary costs. In case the Allottee(s) has secured any finance/ loan against the Said Plot from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be required for the transfer. Further, the Allottee(s) shall solely be responsible for obtaining any 'no objection certificate' as may be required to be obtained from the concerned Sub-Registrar for the transfer.

5. EVENTS OF DEFAULTS AND CONSEQUENCES:

5.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Said to the Allottee(s) within agreed period from the date of allotment. For the purpose of this Clause, '*ready to move in possession*' shall mean that the Said Plot shall be in a habitable condition which is complete in all respects and for which Occupancy/ Completion Certificate has been issued by the concerned Governmental Authority;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act.

5.2 In case of default by the Developer under the conditions listed in Clause 6.1, the Allottee(s) shall be entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) along with interest at the rate provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 within the period prescribed in RERA Act of receiving the termination notice from the Allottee(s).

Provided that in case the Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, the Developer shall pay to the Allottee(s) interest at the rate provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 for every month of delay till the handing over of the possession of the Said Plot within the period prescribed in RERA Act, at the time of possession.

5.3 The Allottee(s) shall be considered under a condition of default, in the following events:

- (i) Allottee(s) fails to pay the agreed Total Cost, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Developer in terms of this Agreement;
- (ii) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee(s) to the Developer, for any reason whatsoever;
- (iii) Failure to execute the Conveyance Deed and any other document required to be executed by the Developer, within such the timelines as stipulated by the Developer and in terms of the Agreement;
- (iv) Allottee(s) fails to take possession of the Said Plot, within the time provided in Possession Notice;
- (v) Failure to pay any Taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
- (vi) Any other breach of a provision under this Agreement or the Policy or demand letters by the Allottee(s).

5.4 In case of an event of default committed by an Allottee(s) and he does not rectify the default in terms of the aforementioned provision, to the satisfaction of the Developer, the provision under Clause 3.5 shall be applicable, at the sole discretion of the Developer.

Further, the Allottee(s) understands, confirms and agrees that in case of delayed payment of any installment by the Allottee(s) in terms of the Payment Plan, the payment so made by the Allottee(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

6. REPRESENTATIONS & WARRANTIES:

6.1. The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) Based upon Development/Collaboration Agreement and General Power of Attorney (GPA) / Special Power of Attorney the Developer has an absolute, clear and marketable title with respect to the Land of the project and rights to develop

said land which forms and overall part of the Project; the Developer has the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Developer has lawful rights and requisite approvals from the competent Governmental Authority to carry out development of the Project;
- (iv) Save and except as disclosed by the Developer at the time of the application submitted to the concerned Government Authority or the registration of the Project in terms of the Act and the information provided from time to time in terms of the Act, there would be no encumbrances upon Said Plot when possession would be handed over;

There would be no litigations pending before any court of law or Governmental Authority with respect to the Said Plot when possession would be handed over;
- (v) All approvals, licenses and permits issued by the competent Governmental Authorities with respect to the Project, Land and Said Plot are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Land, Said Plot and Common Areas;
- (vi) The Developer 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(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement to sell and/or development agreement or any other agreement / arrangement with any Person with respect to the Land, including the Project and the Said Plot which will, in any manner, adversely affect the rights of Allottee(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) The Said Plot and/or the Project is not the subject matter of any Hindu undivided family and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Plot;
- (x) The Developer 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 Governmental Authorities in terms of the Applicable Laws;

- (xi) No notice or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) from any Governmental Authority has been received by or served upon the Developer in respect of the said Land and/or the Project.
- (xiii) The Developer shall not make additions or put up additional structure(s) anywhere in the Project except as provided under the Act.

6.2 The Allottee(s) hereby represents and warrants to the Developer as follows:

- (i) The Allottee(s) has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental Authority or a third-party approval and other actions have been validly obtained to authorise such execution, delivery and performance.
- (ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
- (iii) The execution, delivery and performance by the Allottee(s) of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Law applicable to the Allottee(s) or any contract or agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee(s) or the consummation of the transactions contemplated hereby.

7. MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES:

After the physical handover of the possession of the Said Plot in favour of the Allottee(s) or after the expiry of the period for taking the possession prescribed in the Possession Notice, whichever is earlier:

- 7.1 The Allottee(s) shall pay municipal/property Tax by whatsoever name called, levied or to be levied, by any Governmental Authority, from time to time on the Said Plot.

- 7.2 So long as the Said Plot is not separately assessed, the Allottee(s) shall pay a share of such Taxes, liabilities, if any, in proportion to the Area of the Said Plot to the maintenance agency or to the Developer, who, on collection of the same from the Allottee(s), shall deposit the same with the concerned Governmental Authorities.
- 7.3 The Allottee(s) shall be responsible to pay to concerned Governmental Authorities all charges pertaining to consumption of electricity, water, telephone, sewage and other utility services in respect of the Said Plot as per the bills raised.
- 7.4 All charges payable to concerned Governmental Authorities for obtaining services/connections to the Said Plot, like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee(s).

8. MAINTENANCE:

- 8.1 For a period of 5 (five) years from the date of grant of Completion Certificate in relation to the Project, the Developer or through its nominated/authorised agency shall maintain and upkeep all roads, open spaces, public park etc as per licence for a period of five years unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks free of cost to Govt. or the local authority, as the case may be, in accordance with the provisions of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act to the Association of Allottees in terms of RERA Act, as the case may be. The allottee will have to pay the proportionate applicable maintenance charges and other charges/fee etc.
- 8.2 The Allottee(s) undertakes that he/she shall become a member of the Association that shall be formed under the provisions of Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc., as and when required by the Developer to do so.
- 8.3 Any Tax on the maintenance charges of Said Plot will be separately and proportionately borne by the Allottee(s).
- 8.4 The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Developer or the maintenance agency.
- 8.5 That the Allottee(s) shall carry out all the maintenance and interiors of the Said Plot at his own cost and expenses. The insurance of the Said Plot as well as the interior/contents inside the Said Plot shall be the responsibility of the Allottee(s) and the Developer shall

not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allottee(s) in this regard.

- 8.6 The Allottee(s) agrees and undertakes that the Common Areas shall not be used by him or any occupant for conducting personal functions, such as, marriages, parties etc. If any Common Area is provided in any block for organizing meetings and small functions, the same shall be used with the permission of the Developer or maintenance agency, as the case may be, on making such deposits/charges as may be fixed by the maintenance agency or the Developer, as the case may be.
- 8.7 The Allottee(s) shall allow the Developer or maintenance agency, as the case may be, to have full access to, and through him to the Said Plot and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

9. EXECUTION AND REGISTRATION OF CONVEYANCE DEED:

- 9.1 The Developer on receipt of total price of the Said Plot shall execute a conveyance deed preferably within three months but not later than Six months from offer of possession and convey the title of the Said Plot for which occupation certificate is granted. The Allottee(s) undertakes to execute the Conveyance Deed in respect of the Said Plot within the period as may be intimated by the Developer in writing, failing which the Allottee(s) shall solely be liable for the consequences arising there from which inter-alia may include to pay applicable holding charges, maintenance charges, the increase in the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof.

Provided that Said Plot shall be 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(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Developer 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 Developer

- 9.2 The obligations undertaken by the Allottee(s) and the stipulations herein, to be performed or observed on a continuing basis even after the Conveyance of the Said Plot or which form a condition of ownership of the Said Plot, including those pertaining to the recurring obligations covered under the maintenance agreement (form which as prescribed by the Developer) shall survive the Conveyance of the Said Plot in favour of the Allottee(s) and all such obligations and covenants of the Allottee(s) shall run with

the Said Plot and remain enforceable at all times against the Allottee(s), its transferees, assignees or successors-in-interest including their tenants/ licensees/occupiers.

10. COMMON AREAS:

- 10.1 The Allottee(s) shall use such Common Areas harmoniously with other occupants and without causing any inconvenience or hindrance to them. Subject to clause 9 above, further the use of such Common Areas shall always be subject to timely payment of maintenance charges, where may be demanded by the Association or the Developer/maintenance agency, as the case may be. It has categorically been made clear to the Allottee(s) that Allottee(s) has to take compulsory membership of recreational center amenities & facilities and further he has to pay to Developer / maintenance agency/Association periodic charges, if any, as applicable at relevant point of time irrespective of the fact that Allottee(s) uses or not the recreational center amenities & facilities. Further Allottee(s) shall have to pay the proportionate maintenance/running cost of the lift. An Allottee(s) cannot take excuse of not using lift to dispute to pay proportionate maintenance/running cost of the lift.
- 10.2 Except for the Said Plot allotted herein along with the proportionate share in the usage of the Common Areas and all easementary rights attached therewith,, the entire unallotted/unsold areas of the Project, shall remain the property of the Developer and the same shall always deemed to be in possession of the Developer.
- 10.3 The Allottee(s) shall not, in any manner whatsoever, encroach upon any of the Common Areas and shall also have no right to use any facilities and services not specifically permitted to be used by the Allottee(s). All unauthorized encroachments or temporary/permanent constructions carried out in the Project or on parking sites, or on the terrace by the Allottee(s), shall be liable to be removed at his/her/their cost by the Developer/maintenance agency/Association.
- 10.4 The Allottee(s) will neither himself do not permit anything to be done which damages any Common Areas or violates the rules or bye-laws of the concerned Governmental Authorities or the Developer or the Association, as the case may be. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which, the Developer may recover the expenditure incurred in rectification from the security deposit towards maintenance charges.

11. HARYANA APARTMENT OWNERSHIP ACT, 1983:

- 11.1 The Allottee(s) has confirmed and assured the Developer prior to entering into this Agreement that he has read and understood the Haryana Apartment Ownership Act,

1983 and its implications thereof in relation to the various provisions of this Agreement and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.

- 11.2 If the Said Plot and the building in which it is located be subject to Haryana Apartment Ownership Act, 1983, the Common Areas and the undivided interest of the Allottee(s) in the Common Areas as specified by the Developer in the declaration which may be filed by the Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Allottee and the Allottee(s) agrees and confirms that his right, title and interest in the Said Plot/ Project shall be limited to and governed by what is specified by the Developer in the said declaration or as agreed under this agreement and in no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said Building in which the Said Plot is located. It is made clear that the Developer shall be the sole owner of the said additional lands, facilities, amenities and buildings outside the land beneath the said building in which the Said Plot is located and the Developer shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any sort therein. The Allottee(s) undertakes to join any club/society/association of the Said Plot owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.

12. MORTGAGE:

- 12.1 The Developer by itself or through its nominee(s) may, prior to the execution of the Sale/Conveyance Deed, raise finance from any Bank/Financial Institution/Body Corporate for the construction or development of the Project and for this purpose, create equitable or English mortgage or Registered mortgage of the Land or Project in favour of one or more of such institutions and for such an act the Developer shall be deemed to have necessary consent of the Allottee(s). However, if any such mortgage or charge is made or created on the Project after the execution of this Agreement, then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee(s) who has taken or agreed to take the Said Plot. The Developer shall release the charge on the Said Plot, if any, before execution and registration of the Conveyance Deed in respect thereof in favour of the Allottee(s).

13. INSURANCE:

- 13.1 After the handing over of the possession of the Said Plot, the Developer or the Association, as the case may be, may get the Project alongwith the Common Area insured against fire, earth-quake and civil commotion at the expenses of the Allottee(s), provided all the occupiers/Allottee(s) of the Plots in the Project pay and continue to pay the proportionate charges to be incurred by the Developer or the Association, as the case may be. The Allottee(s) shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. Such charges shall be integrated with the monthly maintenance charges.
- 13.2 The Allottee(s) shall be liable to obtain insurance of the Said Plot on his/her own cost and expenses.

14. ALLOTTEE(S)'S COVENANTS:

- 14.1 The Allottee(s) shall not use or allow to be used the Said Plot for any purpose other than residential or for carrying out any activity that may cause nuisance to other Allottee(s) in the Project. The Allottee(s) shall not do nor cause to be done any act which may cause obstruction for use of the other Plots by their occupiers.
- 14.2 The Allottee(s) shall maintain the Said Plot, including walls and partitions, in a good tenantable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Said Plot. Further, the Allottee(s) will neither himself do, nor permit anything to be done, which damages any part of the adjacent Plot etc., or violates the rules or bye-laws of the local authorities or cause breach of the Policy in any manner. If, however any alterations in the area already handed over to the Allottee(s), relating to the Said Plot is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee(s) with the cooperation of the other occupants at his/their own cost under the guidance of the Developer. The Developer shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations,. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee(s), then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee(s) directly at his own expense.

Any breach of this provision shall enable the Developer to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

- 14.3 The Allottee(s) shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Said Plot, in any form or remove

- any walls of the Said Plot including load-bearing / common walls. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.
- 14.4 The Allottee(s) may undertake minor internal alterations in the Said Plot only with the prior written approval of the Developer / maintenance agency/Association. The Allottee(s) shall not be allowed to affect any of the following changes/alterations.
- i. Changes, which may cause damage to the (columns, beams, slabs etc) of any part of adjacent Plot(s). In case damage is caused to an adjacent Plot or Common Area, the Allottee(s) will get the same repaired at his own cost and expenses;
 - ii. Changes that may affect the façade of the Said Plot(e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and
 - iii. Making encroachments on the common spaces in the Project / Said Building.
- 14.5 The Allottee(s) will allow the Developer and/or nominated agency and/or the Association access to and through the Said Plot for the purpose of maintenance works of electricity and other items of common interest etc.
- 14.6 The Allottee(s) may get insurance of the contents lying in the Said Plot at his/her/their own cost and expenses. The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Said Plot. The Allottee(s) shall always keep the Developer/Association harmless and indemnified for any loss and/or damages in respect thereof.
- 14.7 The Allottee(s) hereby undertake to abide by all laws, rules and regulations of DTCP or any other designated authority from time to time or any other laws as are applicable to the Said Plot from time to time.
- 14.8 If it is discovered at any stage that the Allottee(s) has obtained the allotment of the Said Plot by suppression of any facts or by any misstatements, misrepresentations, or fraud then the allotment shall become void at the option of the Developer.
- 14.9 All the conditions of the Policy, or any other amendments, modifications, directions etc., issued thereunder shall always remain binding on the Allottee(s) and his/her successor(s).
- 14.10 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder and all other Applicable Laws including that

of remittance of payment acquisition, sale or transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 FEMA and the rules and regulations of the RBI or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the RBI, he may be liable for any action under the FEMA or other Applicable Laws, as applicable.

- 14.11 The Developer accepts no responsibility in regard to matters specified in Clause 15.10 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same, in writing, to the Developer immediately and comply with necessary formalities, if any, under the Applicable Laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the Said Plot applied for herein, in any way, and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

The Allottee hereby represents and warrants that the transactions in his/her accounts with the Developer in respect of his/her unit are and have been and shall continue to be conducted at all times in material compliance with the applicable financial record keeping, due diligence and reporting requirements, under the applicable laws pertaining to the prevention of money laundering, and the rules/regulations thereunder and guidelines issued (collectively called and referred to as “Anti Money Laundering Laws”), administered or enforced by any applicable government agency/ies, authority/ies or body/ies, and no action, suit or proceeding involving the Allottee with respect to money laundering by or before any Government authority, Judicial authority, agency or body is pending, or to the best of knowledge of the Allottee is threatened. Further, the allottee shall be immediately brought to the knowledge of the Developer if any such suit, action or proceedings are initiated against him.

The allottee state, declare and affirm the investments or transactions made by him from the account is through his / her owned legitimate & lawful sources and the allottee has not engaged in or shall not engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of offenses designated in Anti Money Laundering Laws. The Developer reserve its right to immediately terminate or suspend the allotment of unit with/ without any advance notice, if the allottee is found to be involved in or participating in violation of the Anti Money Laundering Laws

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PLOT:

- 15.1 The Allottee(s) shall, after taking the physical possession of the Said Plot, be solely responsible to maintain the Said Plot at his/her own cost, in good condition, undertake its repair, if necessary, and shall not restrict access to, or do or suffer to be done anything in or to the Said Plot, or the Common Area, which may be in violation of any Applicable Laws or change or alter or make additions or removals to the Said Plot, thereby affecting its structural stability and creating nuisance.
- 15.2 The Allottee(s) agrees and authorizes that the Developer shall have the right to make additions to or put up additional structures in/upon the complex or anywhere in the said complex of the Project, as may be required by Developer or by the Government Authority and such additional structures shall be the sole property of the Developer which the Developer will be entitled to dispose-off in any way it chooses without any interference on the part of the Allottee(s). The Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources.
- 15.3 The Allottee(s) further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Plot.
- 15.4 The Allottee(s) has acknowledges that the electric supply shall be connected up to a single point till electric meter, charge separately, of the Said Plot. It is further agreed by the Allottee(s) that he shall be exclusively responsible for the payment of electricity bills directly to the Government Authority or the Developer or the maintenance company, as the case may be, in respect of consumption of electricity as recorded in the energy meter provided separately for recording consumption of electricity in the Said Plot.
- 15.5 The electric installation charges or fees/deposits with the Government Authorities are not included in the Total Cost of the Said Plot. The load will be provided in terms load requirement provided by the Plot owners, accordingly the Developer will apply for the sanction of the electric load from the Government Authorities, all such deposits/fee/installation charges will be contributed by the Allottee(s) in proportion to the area of the Said Plot to the total area of the entire complex.

- 15.6 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter agency nominated by the Developer and/or the association of Allottee(s) and/or nominated agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.7 In case the Allottee(s) wants to avail of a loan facility from his employer or financing bodies or banks to facilitate purchase of the Said Plot, the Developer shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan, will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per payment plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be charged interest, as contemplated in this Agreement.
- 15.8 The Project shall always be known as **“Signature Global City 92”** and shall never be subject to change by the Allottee(s) or occupants or association of Allottee(s), unless it be changed under the sole discretion of the Developer and accordingly, it will always form a compulsory suffix/prefix to the address of the Allottee(s) in relation to the Said Plot, and also to any advertisement, publicity or promotion of the Project undertaken by the Allottee(s) suomotu.
- 15.9 Upon taking the physical possession of the Said Plot by the Allottee(s), the Allottee(s) shall have no claim absolutely of any nature whatsoever against the Developer as to the area of the Said Plot or to any item of work, quality of material used, installations, etc. in the Said Plot (other than as may be permitted under the Agreement) or on any other ground whatsoever and the claim if any shall be deemed to have been waived and given up by the Allottee(s).
- 15.10 The Allottee(s) shall not use the Said Plot or permit the same to be used for any purpose whatsoever other than the purpose agreed/specified in the Agreement. The Allottee(s) shall not use/cause to be used the Said Plot for any business which is not appropriate or conducive to the ambience and prestige of Project. The Allottee(s) specifically undertakes not to use the Said Plot for strictly prohibited activities such as operating manufacturing unit or any other machinery work, whether manual or automatic or any other activity not permitted to be carried out under the Applicable Law. In the event of any sub-lease, assignment/transfer by the Allottee(s) after allotment/handing over of the Said Plot to the Allottee(s), sub-lessee/assignee/transferee shall be bound by the terms and conditions of this Agreement. In case of lease/sub-lease, Allottee(s)/subsequent buyer shall be jointly and severally liable with the lessee/sub-lessee/occupant to pay the

maintenance charges, water and other charges to the Developer or the maintenance agency, as the case may be.

16. VARIATION IN AREA, PLANS AND SPECIFICATIONS:

- 16.1 The Project shall be developed by the Developer as per the sanctioned building plans and the specifications annexed hereto. The Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Said Plot without the previous written consent of the Allottee(s). Provided that the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 16.2 The Developer shall confirm the final Area after the development of the Project is complete and the Occupancy/Completed Certificate is granted. The Total Cost payable for the Area shall be recalculated upon confirmation by the Developer. The Parties hereby agree that in the event of reduction in the Area, the Developer shall refund the excess amounts paid by the Allottee(s) within prescribed period. It is further agreed that in the event of any increase in the Area, which shall not be more than 5% (Five Percent) of the Area as mentioned herein this Agreement, the Developer shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
- 16.3 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Said Plot and accepted the plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the Government Authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the Government Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

17. FORCE MAJEURE

- 17.1 "**Force Majeure**" means any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative

measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 - b. explosions or accidents, air crashes, act of terrorism;
 - c. strikes or lock outs, industrial disputes, lockdowns;
 - d. delay or non-availability of cement, steel or other construction/raw material or water supply or electricity power due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - f. Non availability of necessary infrastructure facilities being provided by the government for carrying development activities; or
 - g. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority(ies) that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
 - h. any Court orders, Government policy/guidelines, decisions ,legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates including completion/occupation certificate for the Project/Said Plot/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - i. Any event or circumstances analogous to the foregoing.
- 17.2 The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions.
- 17.3 In the event, the offer of possession of the Said Plot is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Said Plot hereunder shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date on which Developer confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination of

the Agreement. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

18. INDEMNIFICATION:

The Allottee(s) hereby expressly undertakes to indemnify and keep the Developer and its officers, employees, representatives and directors fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Agreement as also due to any of the representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee(s). It is agreed that the Allottee(s) shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee(s). This indemnity is without prejudice to any to any other remedy provided herein and / or available under the Applicable Law.

19. JOINT ALLOTTEE(S):

In case there is more than one Allottee(s), all communications shall be sent by the Developer to the Allottee(s), whose name appears first and at the address given by such Allottee(s), which shall for all intents and purposes be considered as properly served on all the Allottee(s). However, the all the Allottee(s) agree that they shall remain jointly and severally liable to the Developer for their entire obligations under the Agreement.

20. WAIVER:

Any express or implied waiver by the Developer of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the Developer's rights. All original rights and powers of the Developer under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Developer, and the Developer shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Developer, and any waiver by

the Developer of any breach by the Allottee(s) of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of the Agreement.

21. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties, and it revokes and supersedes all previous agreements between the Parties, if any, concerning the matters covered herein, whether written, oral or implied. The terms and conditions of this Agreement shall not be changed or modified except by written amendments, duly agreed between the Parties.

22. SEVERABILITY:

If any provision of this Agreement is determined to be void or unenforceable under the Applicable Laws, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of this Agreement and to the extent necessary to conform to Applicable Law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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

24. 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.

25. NOTICE:

- 25.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been

delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 5th (fifth) day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

25.2 The notice details of each of the Parties for the purposes of this Agreement:

	TO THE DEVELOPER	TO THE ALLOTTEE(S) (S)
25.3	T..... Ph. No.: Email: A l l o t t e e (s) s	Name: Address. Email. Contact No.

shall inform the Developer, in writing, any change in the aforementioned notice details, failing which, any notice shall be mailed by the Developer to the last known address and the same shall be deemed to have been received by the Allottee(s).

25.4 In case of joint Allottee(s), all communication shall be sent to the first named Allottee(s) in this Agreement, and the same shall be deemed as served on all Allottee(s), and no separate communications shall be sent to the other Allottee(s).

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Sub-Registrar Office. After the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar .

27. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Said Plot, prior to the execution and registration of this Agreement for such Said Plot, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement or under the Act.

28. GOVERNING LAW AND JURISDICTION:

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

29. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in connection with the terms and conditions of this Agreement including its existence, 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.

. SCHEDULE A & B

DESCRIPTION& SPECIFICATION OF THE SAID WOULD BE BASIS OF MARKETING
MATERIAL/BROCHURE

PAYMENT PLAN*

DEVELOPMENT LINKED INSTALLMENT PLAN			
S	Stages of Payment	Percent age of	Extra Charges

No.		Total Sale Price	
1	On Booking	10%	
2	Within one month of Allotment (simultaneously BBA has to be executed)	15%	
3	Within 6 Months from the Date of Booking or Clearance of Cheque (whichever is earlier)	15%	
4	Within 10 Months from the Date of Booking or Clearance of Cheque (whichever is earlier)	15%	
5	Within 16 Months from the Date of Booking or Clearance of Cheque (whichever is earlier)	20%	
6	Within 22 Months from the Date of Booking or Clearance of Cheque (whichever is earlier)	15%	
7	On possession	10%	+IFMS

* In case of failure to pay the same within the timelines mentioned in the letter issued for such allotment, the Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 as prescribed under the Policy. The Applicant (successful allottee(s)) shall be liable to execute and get registered the Agreement of Sale/Builder Buyer Agreement/BBA as well as to pay the said amount. The Payment Plan/ Schedule may be preponed if the Occupation/Completion Certificate (OC/CC) is received before the scheduled possession period.

Note: Aforesaid payment schedule may be preponed if the occupation certificate (OC) is received before the scheduled possession period

Notes: -

1. Free Hold Property
2. Registration fees, Stamp duty and other miscellaneous charges, shall be borne and paid by the Allottee(s), as applicable.
3. Tax shall be extra as applicable.

4. All payments are to be made by demand draft/pay order/cheque only.

[The execution page follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal to these presents on such date as mentioned above, in the presence of the following:

[Allottee(s): (including Joint Allottee(s)s)]

(1) Signature _____

Name:

Address:

Please affix
photograph and
sign across the
photograph

(2) Signature _____

Name

Address:

Signature (Authorised Signatory) _____

Name: Mr. Authorized by Board Resolution Dt.

Address: -.....

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

(3) Signature _____

Name

Address:

Signature (Authorised Signatory) _____

Name: Mr. Authorized by Resolution Dt.

Address: -.....

Please affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

DRAFT