

## PLOT BUYER'S AGREEMENT

THIS **PLOT BUYER'S AGREEMENT** (in short "Agreement") is made and executed at New Delhi on this .....day of..... 200....

### BETWEEN

**EXPRESS PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 810 Surya Kiran Building, 19 Kasturba Gandhi Marg, Connaught Place, New Delhi 110001 (hereinafter referred to as the "**Seller**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors and assigns, of the **ONE PART**.

### AND

#### **\*WHERE THE PURCHASER IS AN INDIVIDUAL**

a) Mr. \_\_\_\_\_ / \_\_\_\_\_ Ms. \_\_\_\_\_ / \_\_\_\_\_ Mrs. \_\_\_\_\_  
Son / Daughter  
/ Wife of \_\_\_\_\_ Resident of \_\_\_\_\_

in case of Joint Purchaser, fill the following:

b) Mr. \_\_\_\_\_ / \_\_\_\_\_ Ms. \_\_\_\_\_ / \_\_\_\_\_ Mrs. \_\_\_\_\_  
Son /  
Daughter / Wife of \_\_\_\_\_  
Resident \_\_\_\_\_ of \_\_\_\_\_

(Copy of PAN and Passport size photograph to be annexed)

### OR

#### **\*WHERE THE PURCHASER IS A COMPANY**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ acting through Mr. \_\_\_\_\_, duly authorized vide Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_.

### OR

#### **\*WHERE THE PURCHASER IS A PARTNERSHIP FIRM**

M/s \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 and having its principal place of business/ office at \_\_\_\_\_ acting through its partner Mr./Ms./Mrs. \_\_\_\_\_ duly authorized vide Letter of Authority dated \_\_\_\_\_.

### OR

#### **\*WHERE THE PURCHASER IS A PROPRIETORSHIP FIRM**

M/s \_\_\_\_\_, a sole proprietorship firm with Mr./Ms. \_\_\_\_\_, as its sole proprietor and having its principal place of business at \_\_\_\_\_ - .

\*(strike out whichever is not applicable).

(hereinafter referred to as the **Purchaser**), which expression shall unless repugnant to the context or meaning thereof, includes legal heirs, administrators, executors, successors and permitted assigns, of the **OTHER PART**.

**WHEREAS** the Seller is in the process of setting up of Residential Plotted Colony under “Deen Dayal Jan Awas Yojna” under the name and style of ‘**Express Enclave**, in Village Akbarpur Barota, District Sonapat, in the State of Haryana, in accordance with the licence(s) no. 48/2021 dated 13.08.2021 granted by the Director, Town & Country Planning, Haryana, under the provisions of the Haryana Development & Regulation of Urban Areas Act, 1975, and the rules made thereunder.

**AND WHEREAS** the Seller has entered into suitable legal arrangements with one of its Director who is also a land holder in the residential plotted colony authorising the Seller develop the land owned by him into Residential Plotted Colony under “Deen Dayal Jan Awas Yojna” and in pursuance thereof, to carve out and sell plots of different sizes and dimensions either as such or with construction thereon in the said Colony and to realize the sale price from the intending Purchaser.

**AND WHEREAS** the Seller undertakes to develop “**Express Enclave**”, in accordance with the terms and conditions of the said Licence and the arrangement(s) with one of its Director herein before mentioned.

**AND WHEREAS** the Purchaser is desirous of purchasing a residential plot in the said ‘**Express Enclave**’ and has agreed to abide by the terms and conditions laid down in this Agreement.

**AND WHEREAS** the Seller has agreed to sell to the Purchaser a residential plot in ‘**Express Enclave**’ on the terms and conditions stated hereinafter.

**AND WHEREAS** the Purchaser acknowledges that the Seller has provided all information /clarification as desired by him. The purchaser confirms that he has seen all the relevant documents/papers pertaining to the said project and is fully satisfied that the title of the land of the Project is marketable and the Company has the right and authority to develop the said Project on the said land and to sell the said plot. The Purchaser confirms that he has not relied upon and is not influenced by any sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Seller, selling agents or brokers or otherwise including but not limited to any representations relating to description or physical condition of the residential Plot, the estimated facilities/

amenities to be made available to the Purchaser or any other information except as specifically represented in this Agreement.

**AND WHEREAS** the purchaser acknowledges and confirms that he has relied solely on his own judgment, examination, inquiry and investigation prior to entering into this Agreement for purchase of a residential plot. It is clearly understood between the parties to this Agreement that no oral or written representations or statements or advertisements shall be considered to be part of this Agreement, and that this Agreement is self contained, absolute and complete in itself in all respects and supercedes all prior understandings or communications, if any, whether written or oral.

**AND WHEREAS** the Purchaser acknowledges and confirms that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, bye-laws, notifications etc. which are applicable and the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreements.

**AND WHEREAS** the Seller has placed reliance on the confirmations, representations and assurances of the Purchaser to faithfully abide by all the terms, conditions and stipulations as contained in this Agreement and has accepted in good faith his request for purchase of a residential plot and is willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, in consideration of, and subject to the mutual covenants, agreements, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows :-

## **1. INTERPRETATION**

- 1.1 Except where the context requires otherwise, this Agreement will be interpreted as follows:
  - 1.1.1 The recitals form an integral and operative part of this Agreement;
  - 1.1.2 Headings, wherever stated, are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
  - 1.1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
  - 1.1.4 Any reference to any clause or schedule shall be deemed to be a reference to a Clause or Schedule of this Agreement;
  - 1.1.5 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

- 1.1.6 Words importing the singular shall include plural and vice versa;
- 1.1.7 Words denoting an individual shall include Corporations, Partnership Firms and vice versa;
- 1.1.8 Words denoting any gender shall include all genders and corporations, partnership firm; and
- 1.1.9 Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter or thing shall be carried out or performed on the next following Business Day.

**Definition and Interpretations :** In addition to other definitions contained herein, the following terms shall have the meanings assigned herein when used in this Agreement for Sale:

- a) **“Applicant”** : means Person(s)/Firm/Company, applying for allotment of the said Residential Plot/Commercial Plot whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms and conditions of the booking application form.
- b) **“Application (Booking Application)”**: A request for allotment of Residential Plot/Commercial Plot made by the Applicant by way of booking application form. In case of more than one applicant the other will be considered as co-applicant prior to execute the Agreement to Sell they will be considered as Allottee(s).
- c) **“Agreement to Sell”**: Confirmation of booking of Residential Plot/Commercial Plot by the Seller and an agreement over a standard prescribed format of Seller which is duly executed between the Seller and the Allottee(s).
- d) **Area :**
- i. **“Area of Land/Project Land”** – Total Area of land over which the project is being constructed.
- e) **“Act”** : means the Real Estate (Regulation and Development) Act, 2016 along with subsequent amendments.
- f) **“Authority”** : means Haryana Real Estate Regulatory Authority-Panchkula
- g) **“Conveyance Deed”** shall mean deed for transfer of possession an unencumbered, unfettered right, title and interest in the Residential Plots/Commercial Plot along with all benefits and rights to passage, easements, benefits, privileges attached and appurtenant

thereto, free from any encumbrance, executed by the Seller on the completion of the project;

- h) “Force Majeure Clause”** : Any event or combination of event or circumstances beyond the control of the Seller 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 Seller’s liability to perform obligations under this Agreement to Sell, which shall include but not be limited to:
- i. Act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
  - ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
  - iii. Strikes or lock outs, industrial dispute.
  - iv. Non-availability of cement, steel or other construction material due to any reason like strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
  - v. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
  - vi. The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Seller from complying with any or all the terms and conditions as agreed in this Agreement to Sell ; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project or if any matters, issues relating to such approvals, permissions, notices, notifications, by the Competent Authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.
  - vii. Any event which may be classified as a Force Majeure by Government of Haryana or Government of India.
- i) “Government”** : means the Government of Haryana and/or Government of India.
- j) “Layout and Plans”** : The architectural drawings of project comprising of whole planning of Plots, open areas and drawings of particular Block, and a particular Residential Plot/Commercial Plot.
- k) “Maintenance Charges”**: means the charges to be paid by the allottee(s) for the maintenance and upkeep of the said project as per the plan to the Seller or to the Maintenance Agency @ prescribed rates on the Plot area of the said Residential Plot/Commercial Plot, payable on monthly basis or Lump sum in Advance.
- l) “Project”**: The entire area having Residential Plot/Commercial Plot/Shops, Stores, spaces for convenient shopping, recreational facilities, Roads, parking spaces and spaces for public amenities etc. of different types and dimensions in various Blocks in “**EXPRESS ENCLAVE**”.

- m) **“Payment Plan”**: These are the mode of payment towards the captioned booking of Residential Plot/Commercial Plot having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- n) **“Purchaser(s)”**: Those who have executed the Agreement to Sell and a particular Residential Plot/Commercial Plot has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one Applicant the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have the equal share in the Apartment.
- o) **“Rules”** : means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- p) **“Seller”**: shall mean M/s EXPRESS PROJECTS PRIVATE LIMITED., a Company registered under the Indian Companies Act 1956 having its Registered Office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, New Delhi 110001.
- q) **“Taxes”** : mean any and all prevailing taxes or the taxes going to be attributed in future, by way of value added tax, state sales tax, central tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/said Project.

2. That the Purchaser agree(s) to purchase from the Seller, and the Seller agrees to sell to the Purchaser, a residential plot (hereinafter referred to as the said Plot) in **‘Express Enclave’** Sector-35, Sonapat, as per details below:

Sl. No.	Description	Details
1	Plot no.	
2	Area in Sq yards	
3	Area in Sq. meters	
4	Rate per Sq. yards	
5	Rate per Sq. meter	
6	Basic Sale Price (Rate X area of the plot)	
7	Preferential Location Charges (PLC)	
8	External Development Charges (EDC)	
9	Internal Development Charges(IDC)	
<b>10</b>	<b>SALE PRICE</b>	

The Purchaser has agreed to pay the above sale price of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) to  
the Seller as per the payment plan opted in Schedule I. annexed hereto.

In addition to the above the purchaser agrees to pay applicable GST on the above which as per the current rate @ \_\_\_\_\_ %.is Rs. \_\_\_\_\_.

3. That the Purchaser hereby agrees, confirms and acknowledges that: -

- (a) the Plot Number allotted to the Purchaser is tentative and may undergo a change at the sole discretion of the **Seller**;
- (b) the area of the Plot is tentative and may undergo upward or downward revision at the sole discretion of the **Seller**;
- (c) the Block in which the Plot is allotted is also tentative and may also undergo a change at the sole discretion of the **Seller**;
- (d) the Location of the Plot is also tentative and may change at the sole discretion of the **Seller**.

That the Purchaser agrees and confirms that the basic sale price, as aforesaid, is exclusive of any other taxes, levies, charges or cess levied and/or leviable by the Central Government, State Government, Regulatory Authority and any other competent authority, which shall be payable by the Purchaser to the Seller, in addition to the total sale price of the said plot.

The EDC and IDC, as of now, are tentative and the amount of EDC and IDC is subject to finalization.

4. That the total sale consideration for the said plot is the aggregate of basic sale price, charges for preferentially located Plot, apportioned EDC and IDC including any increase thereof increase in the basic sale price due to change in area, electric sub-station and connection charges, water connection charges, fire fighting charges, sales tax, GST, incidental charges and all other levies/ charges as may be imposed or levied by the Central or State Government or any local authority, regulatory body or government authority. A sum equal to 10% of the total sale consideration shall always constitute and deemed to be the Earnest Money towards this transaction/ Agreement.

5. That, the Purchaser doth hereby agree(s) confirm(s) and undertake(s) to pay:

5.1 The Sale Price as mentioned in para 2 above as per payment **Plan A / Plan B** (strike out whichever is not applicable), opted by the Purchaser and prescribed in Schedule -I, annexed to and forming integral part of this Agreement. It is specifically agreed and understood that there shall be no obligation on the part of the Seller to send demand/call notice upon the Purchaser for payment of installments and it shall solely be the responsibility of the Purchaser to adhere strictly to the payment schedule as per the payment Plan opted by the Purchaser as detailed in Schedule – I attached to this Agreement. Timely payment, in accordance with the Schedule – I annexed hereto and the terms and conditions hereof, is the essence of this Agreement.

- 5.2 Any increase in the sale price due to change in the area of the plot or application of PLC due to change in the location of the plot.
- 5.4 Any increase in sale price on account of apportioned increase or variation in EDC and IDC or on account of imposition of new charges/levies/taxes by the Central or State Government or Local Authority or any Regulatory Body or Government Authority. The amount as apportioned by the Seller shall be final and binding on the Purchaser.
- 5.6 Proportionate Charges of Electric sub-station charges, fire fighting charges, electricity connection charges, water connection charges and other incidental charges, as and when demanded by the Seller to enable the Seller to transfer the said plot in favour of the Purchaser.
- 5.7 Sales tax, GST or any other tax levied by the Central Government or State Government or any other department / authority by whatever name called.
- 5.8 Legal Charges @ Rs.21,000/- at the time of Offer of Possession as determined by the Seller
- 5.9 Lumpsum Charges for Parking Space including monthly charges per vehicle solely determined by the Seller
- 5.10 Security Deposit for electricity, water and sewage, which shall be determined at the time of Possession.
- 5.11 Interest Free Maintenance Security @ Rs. 200-00 per Sq. yard amounting to Rs. \_\_\_\_\_ and Advance maintenance charges for \_\_\_\_\_ years @ Rs. \_\_\_\_ per sq. yard per month.
- 5.12 Advance Club Membership Charges of Rs. \_\_\_\_\_.
- 5.11 All present or future taxes, charges, levies, cess etc which may be charged by the Central Government, State Government, Local Authority or any competent department/organization authorized to do so retrospectively or otherwise.
- 5.12 Timely payment is the main essence of the Agreement, however, there will be a grace period of fifteen days shall be permitted and in case the delay exceeds the grace period interest @ MCLR (Marginal Cost of Lending Rate) + 1% shall be charged from the due date.
6. That the Seller shall have the right to effect alteration in the layout plan of '**Express Enclave**' including the layout plan of said Plot, as and when considered by the Seller to be expedient or necessary or as may be required/directed by the Director, Town & Country Planning, Haryana or any local authority or the State Government. Alterations may, inter-alia, include all or any of the following: -



- (i) Alteration/Change in the position/location of plots including the said Plot in the ***Express Enclave***;
  - (ii) Alteration/Change in the number of the plots including the said Plot in the ***Express Enclave***;
  - (iii) Alteration/Modification in boundaries, including the preferential location(s), if any, of plots including the said Plot in the ***Express Enclave***;
  - (iv) Alteration/Change in the dimensions or area of plots including the said Plot in the ***Express Enclave***.
7. That the Purchaser agrees to pay for the increased area of the said Plot in the following manner: -
- a. The apportioned total sale consideration upto 5% increase in the provisionally allotted area of the said Plot;
  - b. In case the increase in the area of the said Plot is more than 5% of the provisionally allotted area, the Seller shall have the sole discretion to decide the basic rate at which the increased area shall be payable.
  - c. The Purchaser also agrees to pay all other proportionate charges as stated in Para 5 hereinabove.
8. That in case the area of the said Plot is reduced, the proportionate total sale consideration shall stand reduced and the Seller shall be entitled to adjust the difference amount against the amount(s) due and payable by the Purchaser as referred to in Para 6 above. The excess amount, if any, shall be adjusted against the installments/amounts payable but not due by the Purchaser. However, if the Purchaser makes a specific request in writing to the Seller for refund of the excess amount, the Seller shall refund the same without any interest.
9. That the Purchaser agrees and undertakes to pay Preferential Location Charges as stated in Para 6 above on account of the alteration in the position, number or location of the said Plot hereinabove, within 15 days from the demand raised by the Seller. Conversely, if any preferentially located plot ceases to be so located, then the Purchaser shall be entitled for a reduction in the total sale consideration to the extent of Preferential Location Charges paid by him which shall be adjusted against any arrear due on account of total sale consideration or against the future payments and in case there is no arrear and no future payments are pending, then the Seller shall refund the amount of extra Preferential Location Charges so received. The Seller shall not be liable to pay any compensation of whatsoever nature in any event.
10. That in the eventuality of Seller's inability to handover the said Plot or any alternative Plot for the reason of change in layout plan, the Seller will be liable to refund only the actual amounts(s) received from the Purchaser towards the sale price alongwith interest

@ MCLR (Marginal Cost of Lending Rate). and the Purchaser hereby waives his right to claim any compensation from the Seller on this account.

11. That upon acquisition of the land by the Central or State Government or any Government or Local Authority under a decision, notification or order or otherwise, whether subsisting at the time of this Agreement or issued later on and whether the Seller had its knowledge or not, which shall be wholly, completely and solely at the risk, cost and consequences of the Purchaser, the Purchaser shall continue to be bound by all the terms and conditions of this Agreement, including those relating to payment of installments and shall not be entitled to claim refund of the amount(s) paid by him. The Purchaser, however, shall be entitled to claim and receive from the Seller, the compensation on pro rata basis, as and when, the same is finally determined and received by the Seller. Also, if the Purchaser at the relevant time has not made payment of any installment as stipulated in this agreement and/or demanded by the Seller, then the installment thus due along with the interest thereon, shall be adjusted from the amount of compensation payable to him. Save as aforesaid, the Purchaser shall have no other rights or claims against the Seller.
12. That it is specifically understood by the parties to this Agreement that timely payment of installments or other sums and dues as stated herein, is the essence of this Agreement. It shall be incumbent on the Purchaser to comply with all the terms and conditions of payment and other terms and conditions of sale. The Seller shall be under no obligation to send a notice of demand to the Purchaser and the Purchaser doth hereby confirms to make payment as per payment plan opted by him as annexed under Schedule I, and hereby waives any right to receive notice for the same. In the event any installment(s) and/or other sum(s) payable is/are delayed, the Purchaser hereby agrees and undertakes to pay interest on the outstanding amount due to the Seller @ MCLR (Marginal Cost of Lending Rate ) + 1% , compounded at the time of every succeeding installment, for the entire period of such delay. However, if the Purchaser fails to pay the installments with interest, within 3 (three) months from the due date of the outstanding amount, the Seller shall be entitled to forfeit the entire amount of Earnest Money deposited by him, and thereupon the Agreement of Sale shall stand cancelled and the Purchaser shall be left with no right, lien or interest on the said Plot agreed to be purchased herein. Thereafter, the Seller shall be free to sell the said plot to any other person. The amounts, if any, paid over and above the Earnest Money, shall be refunded to the Purchaser within six months without any interest on return of the original receipt and the agreement by the purchaser to the seller. The right of cancellation shall be at the sole discretion of the Seller and the same shall be without prejudice to the right of the Seller to charge interest on the outstanding installments and other dues payable by the Purchaser.
13. That the sale price is exclusive of the Electric Sub Station charges/Meter Cost, Electricity, Water and Sewer connection charges, fire fighting charges, security deposits etc. which shall be additionally paid by the Purchaser, as and when demanded by the Seller. The charges/amount of security deposit so determined by the Seller shall be final and binding and the Seller shall not be liable to provide with any calculation for the same.

14. That the Purchaser may get the name(s) of his nominee(s) substituted in his place and the seller at its sole discretion may permit such substitution/nomination. The purchaser shall ensure that all the directions laid down by Government and/or other statutory authorities are complied with. The transfer, if permitted by the Seller, shall always be subject to compliance of terms and conditions of this Agreement and payment of administrative charges/costs as stipulated from time to time by the Seller. In the event of nomination of any person as the nominee(s) of the Purchaser, such person as nominee(s) shall abide by all the terms and conditions stipulated herein or any other document executed in this regard. However, claims or disputes between the Purchaser and his nominee(s) as a result of subsequent increase/decrease in the area or its location will be settled between them and the Seller shall not be a party to the same. The Purchaser shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s). In case there is any executive instruction or statutory declaration to the effect, which restricts the nomination/transfer/assignment of the Said Plot, the Seller as well as the Purchaser shall be bound to comply with such statutory/executive regulations/directions.
15. That the Purchaser confirms & acknowledges that he has entered into this Agreement with full knowledge and understanding of the contents of this Agreement. Further, this Agreement is subject to all laws and notifications and rules applicable in respect of the Said Plot for the time being in force, including the terms and conditions of the licence(s) granted by the Director, Town & Country Planning, Haryana for setting up the Residential Plotted Colony, and the undertakings with the Seller in this respect, and that the Purchaser has satisfied himself fully in this regard. The Purchaser doth hereby further confirms to have seen and examined the copies of licence, sanction plan and documents confirming the title deeds in favour of the Seller to sell/market the said Plot.
16. That, the Purchaser confirm(s) that he has satisfied himself, about the right, title and interest of the Seller and other land owner over the Land in '**Express Enclave**'. If, however, for any reason whatsoever the licence(s) granted to the Seller to develop the said '**Express Enclave**' or any part thereof, is /are cancelled or annulled by any Government or authority, then the Seller shall be entitled to challenge its validity and efficacy before the Appropriate Courts and/or Authorities. In such an event, during the pendency of such proceedings and until their final adjudication by the highest Court or Authority, the amount(s) paid by the Purchaser, pursuant to this Agreement shall continue to remain with the Seller, and the Purchaser hereby agrees to waive his right to enforce or invoke the specific performance of the terms of this Agreement. This Agreement, shall in the above event, remain in abeyance until the cancellation order becomes final and conclusive. If the concerned authorities pay any compensation, then the provisions of Para 11 herein shall apply. In case no compensation is paid by the authorities then the losses shall be shared proportionately by the Seller and the Purchaser. The Purchaser cannot claim the refund of the amount paid by the Purchaser to the Seller.

17. That the agreed price of plot includes development cost of internal services, such as laying of internal bituminous roads, electricity lines and poles, water lines, sewer lines and storm water drains within the peripheral limits of the '**Express Enclave**' in terms of the Licence(s) granted by the Director Town & Country Planning, Govt. of Haryana, for development of the said '**Express Enclave**' but does not include the '*Periodic Maintenance & Upkeep Cost*'. The Seller has defined the standard of internal development which the purchaser has seen and satisfied himself and in case of any change at a later stage in the specifications of internal development thereby resulting in the Seller incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the Purchaser(s) and shall be payable as and when demanded by the company
18. The Purchaser(s) agrees that specifications shown in the brochure/ pamphlet/ advertisements etc. are indicative only
19. The Purchaser agrees to enter into a separate Maintenance Agreement with the Maintenance Agency so appointed by the Seller for the said purpose. The Purchaser agrees to execute the Maintenance Agreement before the taking over of the possession of the said Plot. The Purchaser agrees to be bound by the terms of the Maintenance Agreement and pay the Maintenance Charges and the Maintenance Security as defined above in the agreement.
20. That the operation and maintenance of various Services and Facilities within the '**Express Enclave**' shall be managed by the Maintenance Agency to be appointed by the Seller. The Purchaser doth hereby agree and confirms that Purchaser shall not hold the Seller responsible for any act or omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Purchaser. The Purchaser hereby expressly discharges the Seller from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
21. That the Purchaser shall have the ownership right only in respect of the Said Plot, and shall have absolutely no right, title or interest in the other areas of '**Express Enclave**', Sonapat including the Community Buildings, Club, parks, roads, footpaths, service lanes, open spaces etc., developed and/or to be developed by the Seller in the said '**Express Enclave**'. The Purchaser or any other person(s) claiming through Purchaser shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof. The Purchaser shall only have the right of ingress /egress, over or in respect of open roads only in the '**Express Enclave**'. The Purchaser doth hereby agree and confirms that Purchaser shall not create any blockages, elevations, constructions in the common area and shall indemnify the Seller for his acts of omission or commissions in this regard.
22. That the Purchaser hereby agrees and confirms that no part of land in the said '**Express Enclave**' shall be encroached upon by him or any person claiming through him for

parking his vehicle. The Seller at its sole discretion may allow the parking of vehicles in common areas and for this purpose shall be entitled to charge a lumpsum amount and fee on monthly basis per vehicle as parking charges, as may be determined by the Seller from time to time.

23. That the Seller shall be entitled to recover the apportioned expenditure, to be determined by the Seller at his sole discretion, incurred by the Seller for connecting sewer and potable water lines, in respect of the said Plot from the mains laid along the road.
24. That the Purchaser shall get the Sale Deed executed in respect of the said Plot only after the said Plot has been finally demarcated at site and only after paying the Seller, the total sale consideration and other dues as defined herein including the electric sub-station charges, electricity and connection charges, sewer charges, security deposits and other expenses. The Purchaser hereby agrees and confirms that the registration of the Sale Deed shall be the responsibility of the Purchaser; the Seller, however, agrees to render the necessary cooperation to effectuate registration of the said Sale Deed. The possession of the said plot will also be given to the Purchaser only when the Purchaser makes payment of total sale consideration and other dues as stipulated in this Agreement and signing of the Maintenance Agreement and the Agreement for the purchase of Electricity. The Seller, notwithstanding a Sale Deed/Conveyance Deed having been executed and registered in favour of the Purchaser, shall have right to recover all its dues payable by the Purchaser to the Seller under this Agreement.
25. That the Purchaser shall make all payments, get the Sale Deed executed and registered and shall take possession of the Said Plot with in 30 days of the written notice to him by the Seller. If the Purchaser refuses, neglects or fails to take possession of the Said Plot within 30 days period from the date of the notice, for any reason whatsoever, then the Purchaser shall be liable to pay Maintenance Charges as per the demand raised by the Maintenance Agency and shall also be responsible and liable to pay holding over charges @ Rs. 20/- per sq yards per month in respect of the Said Plot, for the period for which the Purchaser fails to take the actual physical possession thereof. The failure to take over possession will not affect the liability of the Purchaser to pay maintenance charges and other charges due from him.
26. That the Purchaser shall be bound to start construction of the residential house on the said Plot within a period of 1 years from the date of intimation to take possession, failing which it shall be in the sole discretion of the Seller to extend the period for commencement of construction, but in that event the Purchaser shall be liable to pay charges @ Rs. 50/- per sq. mtr. per month to the Seller. The said period of 1 years shall not be deemed to extend for the reason of non-sanction of plans by the sanctioning authority. In other words, the Purchaser has to take steps to obtain the approval of the sanctioning authority and commence construction within the said period of 1 years. The Purchaser undertakes to submit to the Seller a certified true copy of the sanction plan/commencement certificate, Completion/Occupancy Certificate to the full satisfaction of the Seller. It is clearly agreed and understood by the Purchaser that while

constructing the residential building, construction shall be carried out in accordance with applicable building bye-laws, rules & regulations.

27. No material shall be stored on the open roads or common areas of Express Enclave, during construction. In case any material is found lying or stored on the roads and the common areas of Express Enclave, then the Seller is entitled to charge Stacking charges, the amount of which shall be decided by the Seller and shall be binding on the Purchaser. The Purchaser undertakes that no roads, parks or common areas shall be damaged, digged during construction on the plot of the Purchaser.
28. That the Purchaser shall furnish his complete address along with proof of the address, Photograph and Permanent Account Number at the time of execution of this Agreement. It shall be the responsibility of the Purchaser to intimate any change in his address along with proof of the new address. The Seller shall send all communications to the Purchaser at the registered address as per its records and the failure of the Purchaser to intimate the change in address shall not be a ground for non-receipt of the communication from the Seller and the communication sent at the registered address so available with the Seller shall be deemed as due service. In case of joint owners, the communications sent to the Purchaser, so first named, shall be deemed to be served to all the joint owners.
29. That, notwithstanding anything contained herein, this Agreement, shall be subject to *force majeure* circumstances, such as acts of God, earthquake, fire, flood, war, strike, lockout, riots, civil commotion and/or any other unforeseeable factor beyond the control of the Seller, and also subject to Government regulations in force, from time to time.
30. That the Seller shall have a right to raise finance/loan from any Bank and/or Financial institution/Body Corporate, by way of equitable mortgage (mortgage by deposit of title deeds) or by creating charge/securitization of receivables or in any other mode or manner by creating charge/mortgage of the Land within the '**Express Enclave**'/said Plot, subject to the condition that the said Plot shall be free from all encumbrances at the time of execution of the Sale Deed in respect thereof, the Purchaser shall have no objection.
31. That the Purchaser, in case he obtains finance from any financial institution/bank or any other source for purchase of the said plot, obligation to purchase the said plot pursuant to this Agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and Purchaser(s) will remain bound under this Agreement. However, if any bank/financial institution refuses/makes delay in granting financial assistance and/ or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/delay an excuse for non-payment of any installments/dues to the Company with in stipulated time as per the payment plan.
32. That, the Seller shall have the first lien and charge on the said Plot for all its dues and/or that may hereafter become due and payable by the Purchaser to the Seller under this Agreement.

33. That the Seller covenants that it shall carry out the internal development of the '**Express Enclave**' in accordance with the terms of this Agreement and pass on a clear title in respect of the said Plot of land in favour of the Purchaser at the time of Execution of Sale Deed, subject to the Purchaser fulfilling all his obligations timely and there being no bar from any Government body/ any Authority and any Court of law.
34. The Seller shall hand over the possession of the plot to the Purchaser with in 5 years of the date of this agreement (except the services to be given by the Government). If the possession is delayed except on account of force majeure, the Seller shall pay penalty charges as provided in the Act subject to the condition that the Purchaser has made full & timely payments as per the agreed Schedule of Payment.
35. That this Agreement constitutes the entire agreement between the parties and revokes and supercedes all previous agreements or communications, if any, between the parties concerning the said Plot, whether oral, written or implied. Any variation in any of the terms thereof, except under the signature of the constituted attorney of the Seller, shall not be binding on the Seller.
36. That, the Purchaser agrees that unless a Sale/Conveyance Deed is executed in his favour, the Seller shall continue to be the owner of the said plot of land and this Agreement shall not give any right, title or interest in the said Plot to the Purchaser.
37. That the Purchaser shall not use or allow to use, the said Plot for any purpose as authorized in Law or any activity that may cause nuisance to other purchasers/occupants of the neighboring plots.
38. That the Purchaser, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, and other applicable laws including that of remittance of payment for acquisition of the properties and for submission for any documents/declarations etc. as may be prescribed by any law for the time being in force.
39. That the failure of either party to enforce at any time or for any period of time, the provisions hereof, shall not be construed to be waiver of any provision or the right thereof, to enforce each and every provision.
40. That the Purchaser shall indemnify and hold harmless the Seller from and against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Seller that arise from or relate to this Agreement due to non-observance and non-compliance of the covenants, obligations and conditions on the part of Purchaser under this Agreement or due to any misrepresentation made to the Seller. Any claim so made shall be paid forthwith without any delay to the Seller.

41. That the Purchaser shall not carry out fragmentation/sub-division of the said Plot, under any circumstances, failing which the Purchaser shall be solely and exclusively liable for all consequences arising therefrom.
42. That the name of the Township is '**Express Enclave**', which shall not be changed under any circumstances except at the sole discretion of the Seller. The Purchaser agrees to use the word '**Express Enclave**' as necessary suffix or prefix in their correspondence address. It is further agreed that the name of all societies/associations relating to the said Township or its user, maintenance etc. shall have prefix '**Express Enclave**'.
43. That the rates, area and other terms so agreed upon between the parties are exclusive for this Agreement only and shall prevail amongst the parties to this Agreement only and shall be specific for '**Express Enclave**' only and will have no effect on other projects of the Seller.
44. That any dispute, controversy, or claim arising between the parties to this Agreement out of or relating to this agreement, including their respective rights and obligations contained herein, or the breach, termination, or invalidity of this Agreement, or relating to interpretation of any provisions herein, such differences or disputes or matters shall be submitted for arbitration to the sole Arbitrator appointed by the Chairman of the Seller, who shall decide the same in accordance with the Arbitration and Conciliation Act, 1996 and any other statutory modifications or re-enactment thereof. The language to be used in the arbitration shall be English. The arbitration proceedings shall be held in Delhi. Each party further agrees that it shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein.
45. That the Delhi Courts alone shall have the jurisdiction in all matters arising out of this Agreement.
46. All letters, receipts, and/or notices issued by the Seller or its nominee and dispatched under certificate of Posting to the last address known to it of the Purchaser shall be sufficient proof of receipt of the same by the Purchaser and shall fully effectually discharge the Seller /Nominee



**IN WITNESS WHEREOF** the parties above mentioned, have set and subscribed their respective signatures to this Agreement at New Delhi on the day, month and year first above written.

<p>SIGNED, SEALED &amp; DELIVERED BY THE Within named <b>M/s Express Projects Pvt. Ltd.</b> in the presence of: WITNESS: 1.  2.</p>	<p>For <b>M/s Express Projects Pvt. Ltd.</b></p> <p>Authorised Signatory SELLER</p>
<p>SIGNED, SEALED &amp; DELIVERED BY THE within named Purchaser _____ _____ in the presence of WITNESSES: 1. 2.</p>	<p>PURCHASER</p>

## SCHEDULE 1 - PAYMENT PLANS

### Plan “A” Details

Installment No.	Remarks	Rupees	Percentage %
1	At the time of signing of the Agreement or booking		10
2	Within 45 days of signing of the Agreement		85
3	At the time of offer for Possession		5
	Total		

### Plan “B” Details

Installment No.	Remarks	Rupees	Percentage %
1	Upon Booking		10
2	Within 2 months of Booking		15
3	Within 4 months of Booking		15
4	Within 6 months of Booking		15
5	On laying of WBM road in front of the plot*		10
6	On laying of Storm Water Drain /Sewer Line in front of the plot*		10
7	On laying of Water Line in front of the plot*		5
8	On laying of Electric cable in front of the plot*		5
9	On laying of Bitumen on road in front of the plot*		5
10	Upon Intimation of Possession		10

\*The Development linked stages in Plan “B” can be called for payment in any sequence, depending on the sequence undertaken by the Developer, irrespective of the sequence mentioned herein above.

**ENDORSEMENT**

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

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1. I/We hereby assign all the rights and liabilities under this Agreement assigned in my/our favour by:

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**TRANSFEROR**

**TRANSEEREE**

The above Transfer is hereby confirmed.  
**For M/s EXPRESS PROJECTS PVT. LTD.**

Authorised Signatory

Date:

**SELLER**

**PURCHASER**