

BBA

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The Allotment and Sale of Plot in **THE NATION** is subject to the terms and conditions as set out in this Agreement for Sale/Buyer's Agreement ("hereinafter referred to as **Agreement**") along with the annexures attached hereto and upon its execution the Allottee agrees and confirms having read, understood and accepted and shall otherwise be deemed to have read, understood and accepted this entire Agreement.

The Company reserves its right to reject, refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is unilaterally made to any provision of this Agreement unless as may otherwise be separately advised in writing by the Company.

Instructions for execution of the Agreement

- (i) Kindly manually sign your full signature (as used to operate your bank account) along with the signatures of each of the joint applicants/allottees, if any, at the bottom of each and every page of this Agreement including all its annexures except the blank pages, if any. Kindly also sign on the stamp paper attached in both the copies of this Agreement which forms and is an integral part of this Agreement.
- (ii) Kindly affix, at the place provided, your latest passport size color photograph including the photograph of each of the joint applicants, if any, and respectively sign across the photograph(s).
- (iii) Kindly also provide a self-attested true copy of your PAN Card along with your residential address proof including of each of the joint applicants, if any. Kindly ensure to provide your specimen signature and the signature of each of the joint applicants, if any, duly verified by the branch manager of the bank where you and the joint applicants, if any, hold an account.
- (iv) Please send both the signed copies of the Agreement alongwith requisite documents to the Company at its address mentioned herein, within a period of thirty (30) days from receipt of the Buyer's Agreement, either in person or through registered post /speed post.

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"Plot Buyer's Agreement"

THIS PLOT BUYER'S AGREEMENT (hereinafter referred to as Agreement) is executed at Gurgaon, Haryana, on this ____ day of _____, 2022:

BY AND BETWEEN

M/s. JMS Infra Realty Pvt. Ltd., (CIN-U45309HR2020PTC084773) (PAN AAECJ7466Q) a Company incorporated under the Companies Act, 1956, having its Corporate office at Plot no. 2380-SP, Sector-46, Gurugram-122001, Haryana, acting through Sh. Sanchit Aggarwal, duly authorized vide Board Resolution dated 19/05/2021 (Aadhar No. 7844 6896 5611) (hereinafter referred to as "**Promoter**"), which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and shall be deemed to mean and include its successors-in- interest and permitted assigns of the **FIRST PART**;

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its Director/Signatory, _____, (Aadhar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its Authorized Partner, _____, (Aadhar No. _____) authorized vide Authority Letter dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, their survivor(s)/ heirs, executors and administrators of the last surviving partner and his/her/their assigns).

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[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / wife/ daughter of _____, aged about ____ years, residing at _____, (PAN _____), Mr./Mrs. _____ (Aadhar No. _____) son/ wife/ daughter of Sh. _____ aged about ____ years residing at _____, hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

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

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;

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- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 as applicable to the State of Haryana;
- (d) "Section" means a section of the Act.

WHEREAS:

- A. The Promoters are the absolute and lawful owner of land comprised in Khewat No. 5-11-14-16-17-18-20-21-23-36-38-40-44-48-49 & Mutation no. 3216-3241-3242 Rect. No. 76 Killa No. 17/2 (2-12), 18 (8-0), 19(7-12), 20/1(2-6), 20/2 (5-14), 21 (8-0), 22 (7-12), 23 (8-0), 24 (8-0), 25 (8-0), Rect No. 77 Killa No. 25(4-10), 16/1 (3-15), Rect. No. 78 Killa No. 5/1 (2-0), Rect. No. 79 Killa No. 1/1 (2-9), 2/1 (2-6), 3 (8-0), 4 (8-0), 4 (8-0), 6 (8-0), 7(8-0), 8(8-0), 13/1 (0-14), 14/3 (1-16), 17/1/1 (1-3), admeasuring 132 Kanal 9 Marla i.e. 16.55625 Acres situated within the revenue estate of Village Wazirpur (Sector 95) Tehsil Harsaru, District Gurugram, Haryana as per Jamabandi for the year 2016-2017.
- B. The Owner /Promoter applied for License and obtained a Letter of Intent dated 08.12.2021 vide memo no. 4604 for the development of the said Land by the Promoter as Plotted Colony under Deen Dayal Jan Awas Yojna (hereinafter referred to as DDJAY) comprising of residential plots, shops etc. hereinafter collectively referred as "THE NATION" ("hereinafter referred to as **Project**");
- C. The Promoter for development of the Project has obtained License No. 11 dated 02.02.2022 from the Office of Director, Town and Country Planning, Haryana at Chandigarh.
- D. The Promoter has obtained approval of the layout plan/ demarcation/ zoning/ site plan/ building plan/ and/or any requisite approval for the Project, from the Office of Director, Town and Country Planning, Haryana. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- E. The Promoter has got registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. _____.
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

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- G. The Allottee(s) represents that he/she/they have carried out the due diligence and have verified all the title, records, deeds and other documents with respect to the said Land and layout plans, licenses, approvals and necessary permissions for the Project and is/are satisfied with rights and entitlements of the Promoter and its ability to develop the said Project in accordance with the prevailing laws, rules and regulations and market and sell the units in the said Project and has not relied on any unauthorized and third party advertisement or solicitation of any unauthorized person including selling agents and brokers;
- H. The Allottee(s) had applied for a residential plot in the Project *vide* application no. _____ dated _____ and has been allotted Plot no. _____ admeasuring _____ Square Yard _____ Square meter in the Project _____, Sector-95, Gurugram, Haryana and right in the common areas as per the provisions of Haryana Development and Regulations of Urban Areas Act, 1975 and other applicable law (hereinafter referred to as the "**Plot**") more particularly described in **Schedule A**;
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee(s) confirms that the Allottee(s) has/have entered into this Agreement out of her/his/its own free will and without any coercion, without relying on any advertisements and after reviewing and understanding a draft of this Agreement.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project and the Policy of Govt. of Haryana for allotment of Plots under DDJAY.
- L. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot on the following terms:

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NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Plot, as specified in this Agreement.
- 1.2 The earmarked use of said Plot shall be for residential purpose only. The said Plot shall be used only for the earmarked purpose and strictly in accordance with the use permitted in the zoning plan / approvals, approved by the Director, Town & Country Planning, Haryana.
- 1.3 The Total Price of the Plot is Rs. _____/- (Rupees _____ only) including applicable Tax of Rs. _____/- (Rupees _____ only). The above price is calculated @ Rs. _____ per Square Yard / (hereinafter referred to as "Total Price") the details of which are also mentioned in **Schedule-C**.

Explanation:

- (i) The Total Price as mentioned above includes the booking amount equivalent to 10% (booking amount) of the Price, PLC, EDC/IDC;
- (ii) Allottee(s) hereby agrees to pay the Total Price and all other charges as described in the Details of Total Price as per Schedule C and as per the Payment Plan (**Schedule D**) attached with this Agreement and in the manner specified therein, subject to other provisions of the Act.
- (iii) The Total Price as mentioned above includes Taxes, GST and Cess or any other taxes/ fees/ charges/ levies, etc. which may be levied and known to the Promoter as on date in connection with the development/ construction of the Project paid/ payable by the Promoter up to the date of handing over the possession of the Plot to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession.

It is agreed and understood by the Allottee that in case there is any change / modification in the taxes/ charges/ fees/ levies/areas etc., the

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subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee (s) except the taxes/ charges/ fees/ levies imposed prospectively or retrospectively by the Competent Authority at any stage relating to the period of registration;

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the Payment Plan annexed herewith as **Schedule D**. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. which the Allottee(s) undertakes to pay.
- (v) The Total Price of Plot includes recovery of price of land, development of internal services such as paved road works, laying of water lines, laying of storm and sewage lines, provisions for rain water harvesting within the peripheral limits of the said Project, internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electrical connectivity upto the common point of Plot/s.
- (vi) The Total Price of Plot does not include the individual electric meter charges, Electric Connection Charges" (ECC) i.e the cost borne by the Promoter to get the connection from HVPN/DHBVN/HSEB to the colony, water charges, sewerage connection charges, solar geyser, solar heating, solar lighting, registration charges, stamp duty, documentation charges/ legal charges including statutory deposits as per actuals, administrative charges for registration, taxes applicable on Preferential Location Charges (PLC) etc.
In case the above charges, i.e Electric, Water, Sewerage etc., if paid, by promoter to any Authority for bulk connection, shall be paid/reimbursed by the Allottee/s to the Promoter on pro-rata basis, else in case of payment done on individual basis then the allottee/s shall have to pay on actual individual basis. Hence, the Allottee/s agrees to pay the above

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charges in terms of this clause, over and above the Total Price of the Plot.

- (vii) In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the Maintenance Charges for the Common Areas maintenance at the rate as may be specified by the Promoter/or any nominated maintenance agency, Interest Free Maintenance Security (IFMS) of Rs. _____/- (Rupees _____)

only, proportionate charges for all enhanced taxes and proportionate charges for dues, rates, charges, municipal taxes, stamp duty and registration charges and other monies, levies, imposition, premium, damages and other outgoing payable retrospectively and/or prospectively with respect to the said Project to the competent authority as per provision of Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof,

- 1.4 The Total Price is escalation-free, save and except increased, on account of ECC, Development Infrastructure Charges or in terms as elsewhere provided and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of minimum wages etc. as necessitated by statutory changes which the Allottee(s) hereby agrees to pay. Provided that if there is any new imposition or increase of any development infrastructure charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the Promoter reserves the right to demand the same, which the Allottee(s) hereby agrees to pay without any demur, objections and protest subject to the delay not attributable to the Promoter.
- 1.5 The Allottee(s) affirms and agrees that he/she/it shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/re-sanctioned layout/ demarcation-cum-zoning plans and amenities described herein at **Schedule 'E'**, save and except the changes that may be compoundable within the provisions of the laws that may be applicable and as per the provisions of the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by

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the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities.

1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges, that upon execution of the Conveyance Deed in favour of the Allottee(s), the Allottee(s) shall have the right to the Plot as mentioned below:

- a. The Allottee shall have exclusive ownership of the Plot for usage as permitted under the Agreement;
- b. The Allottee shall also have a right to use in the common areas as per provisions of Rule 2 (1) (f) of Rules, 2017. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1) (f) of Rules, 2017 of the State and as defined in this Agreement. The Allottee(s) shall not have any ownership right on the Common Areas/Limited Common Areas and facilities and the right to use Common Areas/Limited Common Area and facilities shall be limited to

Allotees who have been specifically authorized to use such Limited Common Areas and facilities. The Promoter shall be entitled to regulate the usage of the Limited Common Areas and facilities and allot/grant the same, as it may deem fit;

- c. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot with prior intimation, subject to the permission by the Promoter, keeping in view the safety measures and fulfillment of requisite formalities.

1.8 The Allottee(s) has paid a sum of Rs. _____/- (Rupees _____ only) being part payment towards the Total Price of the Plot at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining total price of the Plot as prescribed in the 'Details of Total

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Price' in accordance with the Payment Plan and/or any other charges as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in making payment towards any amount which is due and payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rule 15 of Rules, 2017, without prejudice to any other remedies available to the Promoter under this agreement, to be exercised by the Promoter as per the Promoter's discretion.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of "JMS INFRA REALTY PRIVATE LIMITED _____ RERA COLLECTION A/c" payable at Gurgaon. TDS (if applicable) shall be deducted on all payments and receipt shall be given in relation thereto by the Promoter to the Allottee(s)/or in the alternative the Allottee(s) shall deduct TDS (Tax Deducted at Source) (if applicable) at the applicable statutory rate and submit the TDS Certificate certifying the deposit of Tax with competent authority, not later than 30 days from the date, due for payment.
- 2.2 For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be considered as the date of payment. The applicable bank charges for clearing of outstation cheque(s) shall be borne and paid by the Allottee.
- 2.3 In the event any cheque is dishonored by the bank for any reason whatsoever, the Allottee(s) shall be liable to pay the cheque amount along with cheque dishonor (i.e. bounce) charges of Rs.3000/- (Rupees Three Thousand Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonor / bouncing and such other charges/taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments. The Allottee(s) confirms payment of aforesaid charges which shall be in addition to the liability of the Allottee (s) of payment of interest on the delayed payments as per the terms of this Agreement.

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2.4 The Allottee(s) shall be issued a receipt by the Promoter against the demand draft / cheque issued by the Allottee subject to the clearance of the said demand draft / cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee(s), irrespective of the fact that payment is being made on their behalf by any other person or from any other account.

2.5 The Allottee(s) further understood and agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder / notices to the Allottee(s) in respect of the payment obligations and other obligations of the Allottee(s) as set out in this Agreement to be met by the Allottee(s) and the Allottee(s) is/are required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/

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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 Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee(s) against the Plot, if any, in his/ her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Allottee further agrees and affirms that all payments made by the Allottee(s) shall be first adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Sale Price and thereafter towards other charges.

Without prejudice to other provisions of this Agreement, in the event of cancellation of allotment for the reasons provided in this Agreement, the Allottee(s) (*Applicable in cases of loans*) hereby authorizes the Promoter to

- (i) repay directly to the financing agency the entire disbursement amount received by the Promoter till that date from the financing agency, and
- (ii) forfeit, out of the amounts directly paid/payable by the Allottee(s), the Forfeiture Amount and refund the balance amount directly to the Allottee(s) without interest. In case of deficit, the Allottee(s) shall be liable to pay to the Promoter the deficit amount (i.e., the difference between the Forfeiture Amount, if any, and Allottees own contribution paid till the date of cancelation), within 30 (thirty) days from the date of cancelation or demand whichever is earlier.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority including extension, if any and towards handing over the Plot to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2 (1) (f) of Rules, 2017. Similarly, the time of punctual payment of installments by the Allottee(s) as stated in Payments Plan

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and applicable stamp duty, and other charges and taxes payable under this Agreement and/or as and when demanded, is the essence of this Agreement which will help the Promoter to only complete the Project on time and as such agrees not to hold the Promoter responsible / liable for delay in completion of the Project due to default of the Allottee(s) in making timely payments.

6. DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee(s) has seen, verified and has satisfied itself with the proposed layout plan/ demarcation-cum-zoning/ site plan, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the said Plot is located and has accepted the plans, payment plan and the amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Allottee(s) agrees that he/she/it has not relied on past advertisements with respect to the Project while making the application for the allotment of the Plot and has decided to purchase the same after physically verifying the Project site as well License, approvals and sanctions granted by the Competent Authority with respect to the Project.
- 6.2 The Promoter shall develop the Project in accordance with the FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.3 That the Plot shall be handed over to the Allottee(s) on as-is where-is basis with earmarked boundary along with an electricity and water connecting line to the Plot. The electricity and water meter at the Plot shall be applied and installed by the Allottee(s) themselves at its own cost and shall not be the responsibility of the Promoter. The plots whose boundary is adjacent to the outer boundary of the complete project, the area covered by the boundary shall be inclusive in the area of the plot.

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6.4 That Preferential Location Charges (PLC) are dependent upon the location of the Plot and shall be charged as per the prevalent applicable policy of the Promoter. The Allottee(s) hereby agrees to pay preferential location charges (PLC) along with the applicable tax (GST) on the PLC for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Schedule annexed to this Agreement. However, the Allottee(s) hereby specifically agrees that, in case, due to any addition / alteration in the sanction plan/ layout plan, the said Plot ceases to be in a preferential location, the Promoter shall be at liberty to adjust or refund only the amount of Preferential Location Charges paid by the Allottee and the decision taken by the Promoter shall be final & binding on the parties. Further in case of refund, the amount shall be adjusted in the last installment as stated in the Payment Schedule annexed with this Agreement. If the Allottee(s) has not chosen a preferred location for the said Plot, however, due to any change in the layout plan, or change in location, the allotted Plot becomes preferentially located, in such a case, the Allottee(s) shall be liable and agrees/undertakes to pay the requisite amount as and when demanded by the Promoter as Preferential Location Charges (PLC) along with the applicable tax (GST) on the PLC. In case however, the Allottee(s) is not desirous of continuing with the allotment in his favour, after such change being intimated to him, the Allottee shall be entitled to withdraw from such allotment and all monies paid by him/her till such date (except the tax, cess, levies, interest on delayed payment) shall be refunded to him/her.

The Allottee(s) represents that in case of exercising option to withdraw from the allotment, other than refund of the monies as stated hereinabove, the Allottee(s) shall have no other claim, right, entitlement etc. qua the Promoter and/or the Confirming Parties at any time whatsoever.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot

The Promoter assures to offer the possession of the allotted Plot as per agreed terms and conditions on or before _____ i.e. time granted under the registration by the HRERA or such extension thereof as extended by HRERA subject to receiving the entire payment of sale price and other

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charges as per the payment schedule unless there is delay due to “*force majeure*”, which shall mean all such circumstances or factors not in control of the Promoter, including, but not limited to, shortage of materials, inflation or recession in the market, dispute by the contractor, court orders, labor getaway, or by reason of war, or enemy action or earthquake or any act of God, pandemic/epidemic, state or center levied lockdown or any act, notice, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development of the Project (herein after referred to as “*force majeure*”). If, however, the completion of the Project is delayed due to the above conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot. Further the Allottee(s) accepts that in the event, delay in offering possession is due to non-receipt of occupation / completion certificate, the Promoter shall not be held responsible or liable for payment of compensation for such period, in case the application for grant of Occupation / Completion Certificate is submitted by the Promoter within stipulated time.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand

terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter (less taxes/levies paid to the concerned authority) from the Allottee within ninety days. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Plot-

Upon grant of Occupation Certificate/Part Occupation Certificate, the Promoter shall offer in writing the possession of the Plot (offer of possession) within two months from the issue of Occupation Certificate/Part Occupation Certificate, calling upon the Allottee(s) to complete the formalities of taking possession, clear all due payments and to take over possession of the Said Plot. The Promoter agrees and

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undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part occupation certificate in respect of the said Project at the time of conveyance of the same. The Allottee(s), shall pay the Total Price in terms of the 'Details of Total Price' along with other charges alongwith maintenance charges which shall be paid in advance for one year for the first year as determined by the Promoter, as specified in the notice for offer of possession. In the event of default which shall mean delay in remittance of the outstanding demand as per Final Offer Letter, the Allottee(s) shall be liable to pay holding charges @ Rs. 200/- per sq. yards per month over & above the interest on delayed payments, for such period of delay, which is acknowledged by the Allottee(s).

In case, however, inspite of imposition of interest on delayed payments from the due date mentioned in the notice for offer of possession for clearance of dues for the said Plot to the Allottee(s), the Allottee(s) fails to clear all outstanding dues including but not restricted to interest on delayed payments, the Promoter shall be entitled to either seek specific performance of this agreement at the cost and risk of the Allottee(s) or cancel the allotment/terminate the the present Agreement and forfeit amounts of non-refundable nature including but not limited to the 20% of the Total Price, interest paid by the Allottee(s) on delayed payments, brokerage paid by the Promoter, GST (herein after collectively referred to as "Forfeiture Amount"). Upon such cancellation the Allottee(s) shall have no further claims, rights, interest, in respect of the said allotment and/or against the said Promoter and the Promoter shall be free to deal in any manner whatsoever in respect of the said Plot. The monies over and above the Forfeiture Amount shall be refunded without interest by the Promoter to the Allottee within 90 days, from the date of sale of the said Plot to any third party by the Promoter.

The execution of title documents including Conveyance Deed in favour of the Allottee(s) shall be subject to receipt of the Total Price, taxes, all other charges/amounts as detailed in the notice for offer of possession, interest on delayed payments and all such payments that the Allottee(s) may be required to pay in terms of this Agreement. The Allottee(s) shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

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- 7.3 Failure of Allottee to take Possession of Plot** - Upon receipt of written intimation from the Promoter, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as required or prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee(s) as per terms and condition of the Agreement.

In the event of failure of the Allottee(s) to take possession of the said Plot within the stipulated period for any reason whatsoever, the Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the

Plot, its fittings, fixtures thereafter, in any manner whatsoever and the Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in this Agreement.

- 7.4 Possession by the Allottee(s)** - After obtaining the occupation certificate or part occupation certificate with respect to the Project and handing over the physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents, plans and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 in the due course of time subject to applicable provisions of law, if any.

- 7.5 Post Possession** - The Allottee(s) agrees and undertakes that the Allottee(s) shall, after being offered possession of the said Plot or at any time thereafter upon partial completion, will not object to the Promoter constructing or continuing with the development of the Project. It is acknowledged and accepted by the Allottee(s) that the development of the Project may continue even post handing over possession of the Plot to the Allottee(s).

That the Allottee shall abide by all Laws, Bye Laws, Rules & Regulations of association of residents and/or local bodies, statutory authorities and shall be responsible for all deviations, violations, or breach of any of the conditions with respect to the construction to be undertaken by the Allottee(s) on the Plot after the execution of Conveyance Deed.

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That the Allottee(s) shall be entitled to raise construction over the Plot only after approval of its' building plans from the concerned competent authority and submission of a copy thereof with the Promoter.

7.6 Cancellation by Allottee – The Allottee(s) shall have the right to cancel/ withdraw his/her allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project, the Promoter herein is entitled to forfeit the said Forfeiture Amounts. The balance amount of money paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) within ninety days, from the date of sale of the said Plot to any third party by the Promoter.

7.7 Compensation – The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of "*force majeure*" condition, Court orders, Government policy/ guidelines, decisions, pandemic/ epidemic, if the promoter is unable to give possession of the Plot.

- i) in accordance with the terms of this Agreement, by the date specified in para 7.1; or
- ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason;

The Promoter shall be liable, on demand to the allottees, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot. The interest payable to the Allottee under this clause shall be adjusted at the time of issue of offer of possession by the Promoter to the Allottee, if any.

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no non-disclosed encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Plot are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or phase(s), as the case may be, as well as for the Plot and for common areas as per provisions of HDRU Act, 1975 (8 of 1975);

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of Plot has been issued, as per the

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provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and rules thereof.

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "*force majeure*", Court orders, Government policy/ guidelines, decisions, and reasons beyond the control of the Promoter, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide possession of the Plot to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time including the extended time, disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) The Allottee(s) have an option to stop the payment for the period of default by Promoter and to make the payment due, without interest for the default period, on the date on which the Promoter informs about the correction of the situation/default; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in case the Promoter does not correct his default after the Allottee(s) serves the Promoter with a "cure notice" of 90 days, in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot (except the tax, cess, levies, interest on delayed payment, brokerage), at the rate prescribed in the Rules within ninety days of receiving the termination notice.
Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter,

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interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot. The Interest payable to the Allottee(s) under this clause shall be adjusted at the time of issue of offer of possession by the Promoter to the Allottee(s).

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

- (i) In case the Allottee(s) fails to make payments of any installment as per the Payment Plan annexed hereto, despite having been issued reminder/notice in that regard the allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond ninety days from the due date of such payment, the Promoter may cancel the allotment of the Plot and refund the money paid to it by the Allottee(s) after forfeiting the said Forfeiture Amounts. Upon such cancellation the Allottee(s) shall be left with no right, title and interest in respect of the said Plot. The monies over and above the Forfeiture Amount shall be refunded to the Allottee(s) within Ninety (90) days, from the date of sale of the said Plot to any third party by the Promoter. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. The right of the Promoter to cancel the allotment of the Plot as mentioned in this clause is in addition of
- (iii) the rights of the Promoter for cancellation of the allotment as mentioned in other clauses. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. The Promoter shall also have the exclusive right not to give effect to the above, in case it so deems fit and may condone the delay in payment after charging interest along with any other penalty or administrative charges.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter on receipt of total price of the Plot in terms of the payment plan, alongwith due interest and other charges and upon execution of all documents, undertakings, indemnities, agreements, etc. by the Allottee(s), shall execute a Conveyance Deed in favour of Allottee(s), preferably within three months but not

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later than six months from handing over of the possession and convey the title of the Plot in favour of the Allottee(s) for which the possession is granted to the Allottee(s).

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 Final notice/Call Letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter, solely at the cost and consequences of the Allottee(s). In case the Promoter is willing to execute the conveyance deed in favour of the Allottee(s) within the prescribed period mentioned herein and the Allottee(s) fails to comply the above terms for execution of the conveyance deed, Promoter shall not be liable for any claim, loss, damage, cost etc. because of such default by the Allottee(s). Further, the Allottee(s) shall also indemnify and keep indemnified the Promoter from all losses, claims, penalty etc. arising from the aforesaid default of the Allottee(s).

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project at the cost of the Allottee(s) till the taking over of the maintenance of the Project by the Association of Allottee(s) or maintenance agency, as the case may be, for which the Allottee(s) shall execute separate Maintenance Agreement with the Promoter or the maintenance agency appointed by the Promoter as per

the Promoter's standard format as and when called upon by the Promoter or its associates/nominee. Maintenance charges and costs, etc. shall be paid by the Allottee(s) as per the Maintenance Agreement.

The Allottee(s) agrees and understands that the monthly maintenance charges will be fixed by the Promoter/ Maintenance agency at the time of offer of possession of the Plot to the Allottee(s).

The Allottee(s) shall deposit the Interest Free Maintenance Security (IFMS) as referred in clause 1.3 above to ensure timely payment of total maintenance charges. The Promoter reserves its right to increase the said deposit at its sole discretion and the Allottee(s) undertakes to pay the same on demand by the Promoter. In case the Allottee(s) fails to pay the total maintenance charges by the

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due date or within the period mentioned in the notice, the Promoter or its associates/nominee shall appropriate these charges from IFMS. Over and above the IFMS the Allottee(s) shall also keep deposited with the Promoter the Sinking Fund as referred in clause 1.2 above, which shall be deposited prior to taking possession of the said Plot. The Promoter shall have full authority and power to appropriate the said Sinking Funds for replacement/repair of fixed assets and in that event the Allottee(s) agrees to replenish the Sinking Fund upon demand by the Promoter.

It is agreed between the Parties that after the possession has been handed over by the Promoter to the Allottee(s), then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Haryana State Electricity Board (HSEB)/Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other Electricity provider is pending and connection has not been allotted, then, the Promoter shall be authorized to provide electricity through DG Set and the same shall be acceptable to the Allottee(s). The Allottee(s) undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the Maintenance Agreement during the period pending the grant of the electricity connection from the concerned authority for the Project. The Promoter shall raise invoices for the said purpose.

That it is mutually agreed that the possession of the common areas of the Said Project as well as the Said Land shall remain with the Promoter who will maintain and upkeep the same until the same are transferred to the association in accordance with the provisions of law on payment of Maintenance charges, electricity and water charges as and when demanded by the Promoter/nominated Maintenance Agency.

The Allottee(s) agrees that he shall become a member of such Association of Allottee(s) as and when formed for the said purpose.

12. USAGE:

The use of the said Plot by the Allottee(s) shall be for residential purposes only and subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter/ Maintenance Agency or Association. Further, the Promoter/ Maintenance Agency/ Association reserve the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee(s).

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The Allottee(s) shall comply with applicable laws including but not limited to the provisions of the Haryana Apartment Ownership Act/ Municipal Laws, The Haryana Urban Development Act and such other rules / regulations / notifications made there under and approvals and permissions in respect of the Plot and the Project.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

13.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to common areas in the Project, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.

13.2 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

15. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it will not make additions or put-up additional structure(s) anywhere in the Project after the building plan, layout plan, amenities and facilities has been approved by the competent authority(ies), except as permitted under applicable laws, rules and regulations and guidelines/ permissions/ directions or sanctions by competent authority. However, pursuant to any notification/ change in Policy, that may be applicable to the Project, the Promoter shall be entitled to undertake additional construction and the Allottee(s) hereby provides its consent to such additional construction without any further recourse to the Allottee(s).

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16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

17. HARYANA APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

- (A) Zoning Plan vide Memo no. _____ dated _____.
- (B) NOC _____

18. BINDING EFFECT:

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and simultaneously signed and executed by the Promoter. This Agreement shall not be binding on the Promoter until duly executed by the Promoter through its authorized signatory. Secondly, the allottee(s) and the promoter have an obligation to execute the Agreement and also register the said agreement as per the provision of the relevant Act of the State.

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

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receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and Promoter shall forfeit the Forfeiture Amount.

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties.

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

The transfer/assignment/endorsement of the allotment of the said Plot by the Allottee(s) in favour of third party/nominees may be permitted by the Promoter subject to fulfillment of all the following requisites:

- (i) Clearance of all outstanding monies payable in terms of this agreement as on date of making such request
- (ii) receipt of written request from the Allottee(s);
- (iii) payment of the administrative charges by the Allottee(s) on the rates as may be determined by the Promoter along with applicable taxes;
- (iv) signing/execution by the Allottee(s) of such documents/applications as may be provided by the Promoter;
- (v) the Allottee(s) obtaining no objection certificate / letter from the Maintenance Agency, if any;
- (vi) the assignee / transferee agreeing to comply with all terms and conditions of this Agreement and executing such documents as may be required by the Promoter in this regard;
- (vii) And all such nomination / transfer shall be subject to compliance of all applicable laws and notifications from the competent authorities from

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time to time.

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

Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on account of such nomination/transfer/ assignment/addition/deletion of co-allottee, it shall be the sole liability of the Allottee(s)/such nominee/transferee and such nominee/transferee shall be bound by the terms and conditions of this Agreement.

Claims, if any, between Allottee(s) and its nominee/s as a result of any dispute amongst them for any reason, will be settled between themselves only; the Promoter shall not be a party to it and in the event the Promoter incurs any costs or expenses or losses because of any such dispute between the Allottee(s) and/or their nominee(s) all such expenses or losses will be reimbursed by the Allottee(s) and/or his/her nominee(s), which will be over and above the administrative charges.

That the Allottee(s) shall not assign, or to let in tenancy or transfer or part with the possession of the said Plot without taking 'No Dues Certificate' from the Promoter/ Maintenance Agency appointed by the Promoter.

22. WAIVER NOT A LIMITATION TO ENFORCE:

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

22.1 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

25. INDEMNITY

That after taking possession, the Allottee(s) shall abide by the terms of approvals and permissions in respect of the said Plot/said Project/said Land, as well as all applicable laws in respect of the same. The Allottee(s) shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of /breach of applicable laws of the competent authorities by the Allottee(s).

The Allottee(s) shall indemnify and hold harmless the Promoter from or 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 attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee(s) under this Agreement or due to any misrepresentation / concealment/suppression of material facts made by the Allottee(s) to the Promoter. Any claim so made shall

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be paid forthwith by the Allottee(s) to the Promoter without any delay. In the event of failure of payment of such damages/compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts paid by the Allottee(s) with the Promoter under the terms of this Agreement.

26. RIGHTS OF BUYER TO RAISE FINANCE

The Allottee(s) agrees that it shall take prior written permission of the Promoter in case the Allottee(s) opts for a loan arrangement with any financial institution/banks, for the purposes of purchasing of the said Plot or raising construction on the same. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee(s) shall not hold the Promoter responsible for same or shall not take such refusal as an excuse for non-payment of further installments/dues. Further, the conveyance / transfer deed in favour of the Allottee(s) shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee(s) has opted for such loan arrangement.

Any loan facility from banks/financial institutions availed by the Allottee(s) in respect of the said Plot shall be subject to the terms and conditions as imposed by the Promoter and/or bank/financial institution, and the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

The Allottee(s) understands and agrees that the Promoter shall always have the first lien/charge on the said Plot for all unpaid dues and outstanding amounts payable by the Allottee(s).

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the Registration Act as applicable in Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

29. NOTICES:

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

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement on the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:



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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the Allottee(s) shall be entitled to get the disputes settled through the Arbitration of a Sole Arbitrator to be appointed by the Managing Director of the Promoter. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications thereof for the time being in force. Reference to and pendency of Arbitration shall be without prejudice to the right of the Promoter to effect recovery of its dues under this agreement. The decision of the Arbitrator shall be final and binding on the parties. The language of Arbitration shall be English. The expenses of Arbitration proceeding shall be equally shared between the parties. The venue of Arbitration shall be at Gurugram.

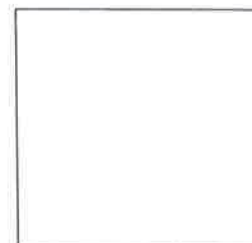
The Courts, Tribunal, Quasi-Judicial authorities at Gurugram alone shall have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Agreement regardless of the place of execution of this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram in the presence of at testing witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

PROMOTER



ALLOTTEE(S)

(1) Signature _____

Name _____

Address _____



(2) Signature _____

Name _____

Address _____



At _____ on _____ in the presence of: WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER

ALLOTTEE(S)

Promoter:

(1) Signature (Authorised Signatory)

Name _____

Address _____

SCHEDULE A

DESCRIPTION OF THE PLOT

Plot bearing No. _____ having area admeasuring approx. _____ Sq. Yd./ _____ sq. mt./ in Project known as _____ to be developed on a portion of land situated at Village Wazirpur Sector- 95, Tehsil & District Gurgaon, Haryana



PROMOTER

ALLOTTEE(S)

SCHEDULE-B

LAYOUT PLAN

(Plot shown in *Red*)



SCHEDULE-C

DETAILS OF TOTAL PRICE*

Particulars	Amount	GST	Total
Basic Sale Price (BSP)			
Preferential Location Charges (PLC)			
External development charges/ Infrastructure Development Charges/ Augmentation Charges			
BOCW Cess			
Total Price			

Notes:

The above calculation does not include the following and shall be charged extra, which shall be payable on demand:

- Stamp Duty, Registration cost & Administration Charges with respect to the Buyer's Agreement & Conveyance Deed of the Plot.
- Charges as levied by various authorities.
- Meter Installation Charges
- TDS @1% is applicable as per the Income Tax Act, Section 194-IA.

PROMOTER



ALLOTTEE(S)

- Maintenance charges for one year in advance at the rate as may be prescribed by the Promoter.
- Interest Free Maintenance Security Deposit (IFMSD) of Rs. _____/-.

* Note: The Total Price is liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the agreement.



SCHEDULE-D

PAYMENT PLAN



SCHEDULE- E

DECLARATION

Or

M/s. _____
having its registered office _____, through
its Authorized Signatory _____ do hereby declare that we are
the Allottee(s) of Plot No. _____ at _____, " _____", Gurgaon, Haryana
and that I/we shall abide by the provisions of the Haryana Apartment Ownership
Act, 1983, the rules made there under and the Bye-Laws of the Association. We also
undertake to pay monthly subscription/common expenses or other fund or deposit in
accordance with only legitimate decisions of the Association.

Date _____

Signature _____

Place _____

Full Name _____

(In Block Letters)



Sole/First Applicant

Second Applicant

SCHEDULE-F

THE RESIDENTIAL WELFARE ASSOCIATION

Plot No. _____ Sector— _____, Gurgaon, Haryana

MEMBERSHIP FORM

Details of Purchaser/Owner:

1. Name of Purchaser/Owner *
2. Wife of *
3. Resident of *
4. Permanent Address *
5. Office Address *
6. Telephone *
- a. Residence *
- b. Office *
- c. Mobile *
7. E-mail *

PARTICULARS OF TENANT, IF ANY:

1. Name:
2. Son/Daughter/Wife of:
3. Resident of:
4. Permanent Address:
5. Office Address:
6. Telephone:
- a) Residence *
- b) Office *
- c) Mobile *
7. E-mail:

Sole/First Applicant



Second Applicant

PROMOTER

ALLOTTEE(S)

From:

To

M/s JMS Infra Realty Pvt. Ltd.

Sub.: Consent for change in layout/zoning/building plans due to technical reasons.

Sir/Madam,

I have entered into a Buyer's Agreement with the Promoter for allotment of Plot No. _____, at _____, situated at Sector-95, Gurgaon, Haryana.

In reference to the said Agreement, I hereby give my consent for bringing about change in the layout/zoning/building plans/area due to technical reasons, in compliance of all the by-laws, rules and regulations, structural safety parameters etc.

Thanking You

Name _____

Address _____

Sole/First Applicant

Second Applicant



PROMOTER

ALLOTTEE(S)

ENDORSEMENT I

I/we hereby assign all the rights under this agreement in favour of:	I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:
Transferor	Transferee

The above Transfer is hereby confirmed.

For JMS Infra Realty Pvt Ltd.

Authorized Signatory

Dated:



PROMOTER

ALLOTTEE(S)

ENDORSEMENT II

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>
<p>Transferor</p>	<p>Transferee</p>

The above Transfer is hereby confirmed.

For JMS Infra Realty Pvt Ltd.

Authorized Signatory

Dated:



PROMOTER

ALLOTTEE(S)

ENDORSEMENT III

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>
<p>Transferor</p>	<p>Transferee</p>

The above Transfer is hereby confirmed.

For JMS Infra Realty Pvt Ltd.

Authorized Signatory

Dated:

