

1

Indian-Non Judicial Stamp  
Haryana Government

Non Judicial

Date : 31/03/2022

Certificate No. J0312022C105

GRN No. 88880340

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

**Seller / First Party Detail**

Name : Model Economic Township Limited

H.No/Floor : 3rd floor Sector/Ward : 18 LandMark : Iffcoroad

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 98\*\*\*\*\*75

**Buyer / Second Party Detail**

Name : Jmk Buildcon Private Limited

H.No/Floor : 912 Sector/Ward : 61 LandMark : Towerb emaar digital greens

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 98\*\*\*\*\*75

Purpose : For the purpose of Sale Deed

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

### SALE DEED

**NATURE OF PROPERTY** : RESIDENTIAL PLOT

**PARTICULARS OF THE PLOT** : PLOT NO. 459  
STREET NO. Cross-13  
POCKET - L, SECTOR 8, MET CITY  
MODEL ECONOMIC TOWNSHIP

**VILLAGE & TEHSIL** : YAKUBPUR, TEHSIL BADLI

**DISTRICT & STATE** : DISTRICT JHAJJAR, HARYANA

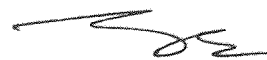
**TOTAL SALE CONSIDERATION** : Rs.30,35,798/- (Rupees Thirty Lakh Thirty Five Thousand Seven Hundred and Ninety Eight Only)

**STAMP DUTY {@7% of Total Sale Consideration, rounded off}** : Rs.2,12,550/- (Rupees Two Lakh Twelve Thousand Five Hundred and Fifty Only)

**STAMP CERTIFICATE NO. & Date** : J0312022C105

**GRN No.** : 88880340

For Model Economic Township Limited

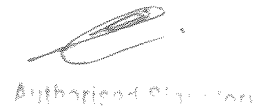


Authorized Signatory For JMK BUILDCON PRIVATE LIMITED

For JMK BUILDCON PRIVATE LIMITED



Authorized Signatory



459

Non Judicial

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 09/06/2022

Certificate No. J012022F163

GRN No. 91259761

Stamp Duty Paid : ₹ 212550  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Model economic Township ltd

H.No/Floor : 77b3rdflor Sector/Ward : 18 LandMark : Iffco road

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 98\*\*\*\*\*75

**Buyer / Second Party Detail**

Name : Jmk buildcon Private limited

H.No/Floor : 912 Sector/Ward : 61 LandMark : Towerb emaar digital greens golf c

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 98\*\*\*\*\*75

Purpose : Sale deed

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART AND PARCEL OF SALE DEED DATED 31ST DAY OF MARCH, 2022, EXECUTED AT TEHSIL BADLI, DISTRICT JHAJJAR (HARYANA) BY MODEL ECONOMIC TOWNSHIP LIMITED HAVING REGISTERED OFFICE AT 3RD FLOOR, 77-B, IFFCO ROAD, SECTOR-18, GURUGRAM-122015, HARYANA IN FAVOUR OF JMK BUILDCON PRIVATE LIMITED, A COMPANY INCORPORATED UNDER PROVISIONS OF THE COMPANIES ACT, 1956, HAVING CIN: U70109HR2010PTC041267 AND PAN: AACCCJ8458L, WITH ITS REGISTERED OFFICE AT UNIT NO.912, TOWER – B, EMAAR DIGITAL GREENS, SECTOR – 61, GOLF COURSE EXTENSION ROAD, GURUGRAM – 122011, HARYANA.

For Model Economic Township Limited

Authorized Signatory

For JMK BUILDCON PRIVATE LIMITED

Authorized Signatory

For JMK BUILDCON PRIVATE LIMITED

Authorised Signatory

प्रलेख क्र.:818

मुद्रण दिनांक 10/06/2022 04:28 PM

पंजीकरण दिनांक:10-06-20

वसीका संबंधी विवरण		
वसीका का नाम SALE URBAN AREA OUTSIDE MC		
तहसील/सब-तहसील- बादली	गांव/शहर- याकुबपुर	स्थिति- याकुब
शहरी - न्युनिसिपल क्षेत्र सीमा के बाहर		पंजीकृत फॉलो
पता : Street No. Cross-13, Pocket-L, Sector-8, MET CITY		
धन संबंधी विवरण		
राशि- 3035798 रुपये		कुल स्टाम्प शुल्क- 212505 रुपये
स्टाम्प नं- J0I2022F163		स्टाम्प का मूल्य- 212500 रुपये
रजिस्ट्रेशन फीस- 20000 रुपये	EChallan:91074643	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- महेश शर्मा वकील		सेवा शुल्क- 20 रुपये
भूमि का विवरण		
निवासीय		130 Sq. yards

यह प्रलेख आज दिनांक 10-06-2022 दिन शुक्रवार समय 4:12:00 PM बजे श्री/श्रीमती/कुमारी Model Economic Township Ltd thru बजरी प्रमजीत सुखाला OTHER निवास Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Model Economic Township Ltd

उप/संयुक्त पंजीयन अधिकारी (बादली)

Sub Registrar  
BADLI

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 10-06-2022

Model Economic Township Ltd

उप/संयुक्त पंजीयन अधिकारी  
Sub Registrar  
BADLI (बादली)

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी JMK Buildcon Pvt Ltd thru through Dipak Chakraborty OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी भरथरी पिता — निवासी याकुबपुर व श्री/श्रीमती/कुमारी हरविन्द्र पिता मोहिन्द्र निवासी दुजाना ने की।

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 10-06-2022

उप/संयुक्त पंजीयन अधिकारी  
Sub Registrar  
BADLI (बादली)

For JMK BUILDCON PRIVATE LIMITED

Authorized Signatory

This sale deed (hereinafter referred to as the "Sale Deed") is executed at Tehsil Badli, District Jhajjar, Haryana, on this 31<sup>st</sup> day of March, 2022 ("Execution Date")

**BY AND BETWEEN**

**MODEL ECONOMIC TOWNSHIP LIMITED**, a company registered under provisions of the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3<sup>rd</sup> Floor, 77-B, IFFCO Road, Sector 18, Gurugram - 122015, Haryana, represented by its authorized signatory, Shri Sudhir Jain, duly authorized by Board Resolution dated 05<sup>th</sup> January, 2022, hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors, administrators, executors and assigns), party of the **FIRST PART**;

The present Sale Deed is being presented on behalf of the Seller before the Sub Registrar, Tehsil Badli, by Shri Somvir / Shri Pramjit Sukhala, authorized vide Resolution dated 05<sup>th</sup> January, 2022.

**AND**

**JMK BUILDCON PRIVATE LIMITED**, a company incorporated under provisions of the Companies Act, 1956, having CIN: U70109HR2010PTC041267 and PAN: AAC CJ8458L, with its registered office at Unit No.912, Tower - B, Emaar Digital Greens, Sector - 61, Golf Course Extension Road, Gurugram - 122011, Haryana, represented by its authorized Director, Shri Dipak Chakraborty, having DIN 06551636 and Aadhaar no. 2597 5525 3218, duly authorized vide board resolution dated 15.09.2021, hereinafter referred to as the "Buyer" or "Builder" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and title, and permitted assigns), party of the **SECOND PART**.

The Seller and the Buyer may hereinafter collectively be referred to as the 'Parties' and individually be referred to as a 'Party'.

**WHEREAS:**

- (A) The Seller is, inter alia, engaged in the development of an integrated industrial colony by the name and style of Model Economic Township ("MET").
- (B) The Seller is the absolute owner of land parcels admeasuring 1016.10 acres situated in the revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana ("Said Land") and has obtained Licenses (*defined hereinafter*), issued by the Director, Town & Country Planning, Government of Haryana ("DTCP") under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder, to establish an integrated industrial colony ("Licensed Industrial Colony").
- (C) The Seller is developing the Licensed Industrial Colony in phases and the current phase of affordable plotted residential development is located in Pocket - L, Sector 8 and is being promoted under the name and style of MET City comprised of land area admeasuring 79.756 acres ("Project") and for the purpose, the Seller has registered the Project under the provisions of the Act (*defined hereinafter*) with the Authority (*defined hereinafter*) vide registration HRERA-PKL-JJR-253-2021 dated 23.08.2021. The Seller has duly obtained approval of the layout/ zoning plan from DTCP for the Project.

For Model Economic Township Limited

For JMK BUILDCON PRIVATE LIMITED



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- (D) The Buyer is desirous of constructing the residential floors and/or villas ("**Residential Units**") over the Plot for residential use only (hereinafter referred to as "**Purpose**") and has approached the Seller for purchase of the Plot (*defined hereinafter*) in the Project for the sole purpose of residential development of the same.
- (E) The Parties had entered into an Agreement For Sale (*defined hereinafter*), in terms whereof the Seller had agreed to sell and the Buyer had agreed to purchase the Plot (*defined hereinafter*) in the Project, in accordance with the terms and conditions of the Agreement For Sale.
- (F) The Buyer acknowledge and agree that during development of all such phases, being developed over the Licensed Industrial Colony, any additional land that may be amalgamated by the Seller with the said Land all lines of various services, facilities etc. and common areas will be connected with each other over the entire layout plan area and used by all allottees of all the phases/projects in common. The Buyer further acknowledge and agree that the Seller will be carrying out extensive development works/ construction activities in subsequent phases over the Licensed Industrial Colony/other amalgamated land in future, without affecting the dimensions of the Plot of the Buyer, and the Buyer hereby confirm that it shall not raise any objection(s) or make any claim(s) or default in any payments as demanded by Seller on account of any inconvenience, which may be suffered by the Buyer due to such developmental/ construction activities or incidental/ related activities.
- (G) The Buyer has examined the relevant documents, records, permissions and approvals, including but not limited to Licenses and registration under the Act and has satisfied himself/ herself/ itself as to the rights, title and interest of the Seller with respect to the land comprising said Plot. The Buyer has duly conducted its due diligence (*defined hereinafter*) of the Plot and has further satisfied himself/ herself/ itself about the Seller's title to the Plot as well as its suitability for the Purpose.
- (H) The Buyer has been informed and has understood and satisfied itself after verification about the saleable and non-saleable areas in the Project. The Buyer understands and acknowledges that only one plot earmarked for community centre will be developed by the Seller and handed over to the association of allottees. The Buyer further understands and acknowledges that third party rights will be created by the Seller in the plots earmarked for high schools, primary school, dispensary and temple in the Project on receipt of consideration and such third parties will develop these plots, raise construction and operate and manage the same at their own costs and expenses and shall realize revenue therefrom. The Buyer understands and acknowledges that costs of these plots earmarked for high schools, primary school, dispensary and temple have not been accounted for and recovered from any of the allottees/ buyers in the Licensed Industrial Colony including the Buyer. The third parties in whose favour allotment of these sites is/ will be made, shall upon payment of agreed consideration to the Seller shall alone have exclusive and absolute ownership and possessory rights therein. Buyer further acknowledges and confirms that these common facilities, wherever they are located/ established are for common use of all the habitants of the said Land/Licensed Industrial Colony as well as for the outside public. The Buyer undertakes not to object to the free access of all the habitants of the said Land/ Licensed Industrial Colony as well as for outside public to these common facilities, in any manner, whatsoever.
- (I) The Seller has offered possession of the Plot to the Buyer and the Buyer, after having done due inspection, physical verification and demarcation of the Plot at site, including the location, size, price, infrastructure status, local conditions and environment,

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availability of finance and interest rates, market conditions, etc., has obtained possession of the Plot from the Seller prior to execution of this Sale Deed; and

- (J) The Buyer confirms that it is entering into this Sale Deed with full knowledge of all applicable laws, rules, regulations, notifications, bye laws, local laws, etc., as may be applicable to the Licensed Industrial Colony in general and the Project and Plot for residential purposes in particular and that the Buyer has read over and understood all the terms and conditions as contained in this Sale Deed and agrees that the Buyer will be bound by the same.

**NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 In this Sale Deed unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings as assigned to them hereunder:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016, as amended from time to time;
- (b) "**Agreement For Sale**" means the agreement for sale dated 18.10.2021, executed by and between the Seller and the Buyer, registered at Vasika no.3628 dated 16.12.2021 with the office of Sub-Registrar at Tehsil Badli, District Jhajjar, Haryana;
- (c) "**Applicable Law**" means any applicable laws, statutes, enactments, acts of legislature, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments, regulations, notifications, directions, directives, order or other pronouncements of any Governmental Authority, tribunal, court, or recognized stock exchange, including without limitation, the policies/ procedures issued by the Government of Haryana and/or any other pronouncements having the effect of law;
- (d) "**Applicable Permits**" means all clearances, licenses, registrations, permits, authorizations, consents and approvals required to be obtained or maintained under or pursuant to Applicable Laws;
- (e) "**Authority**" means Haryana Real Estate Regulatory Authority, Panchkula, constituted by the Government of Haryana under provisions of the Act and Rules;
- (f) "**Common Areas**" means the areas and facilities, such as roads, road furniture, greens, parks, street lights, common drainage and other similar facilities developed by the Seller, as part of the Industrial Colony;
- (g) "**Competent Authority**" or "**Governmental Authority**" means: (a) any Central, State, city, municipal, or local government, authority; or (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; (c) any statutory, regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court, tribunal, bench or arbitrator(s), in each case, having jurisdiction over any of the Parties, or the assets or operations of any of the Parties;

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- (h) **"Development Control and Services Guidelines"** means the architecture control guidelines, operational policy, principles, procedures, disciplines and regulations for the standard design for construction of boundary wall/ gate/ fence/ grill, external architecture/ façade, and provision of services with respect to utilities like dual piping system, supply of electricity and water, sewerage collection, treatment, resupply and disposal, solid waste management, common area maintenance of the roads, drainage networks, street lights, amenities, greens and landscaping, etc., including security and safety services, within the Project/ Industrial Colony, as framed by the Seller and as amended from time to time;
- (i) **"DTCP"** means Director, Town and Country Planning Department, Government of Haryana, Chandigarh;
- (j) **"Due Diligence"** shall have the meaning ascribed to such term in Clause 3.2 of this Sale Deed;
- (k) **"Government"** means the Government of India or Government of the State of Haryana, as the case may be;
- (l) **"HSPCB"** means the Haryana State Pollution Control Board, Government of Haryana;
- (m) **"Licensed Industrial Colony"** means the area having the Licenses situated in Village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli District Jhajjar, Haryana;
- (n) **"Layout Plan"** means the layout plan for the area of 1016.10 acres of land owned by the Seller situated in the revenue estates of village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana, approved by the DTCP for development of the said Licensed Industrial Colony in accordance with the licenses granted by DTCP and various approvals obtained by the Seller from various competent authorities;
- (o) **"Licenses"** mean the licenses, inter alia, authorizing the Seller to develop the industrial colony bearing License No. 06 of 2012 dated 1<sup>st</sup> February, 2012, License No.16 of 2018 dated 23<sup>rd</sup> February, 2018, License No.129 of 2019 dated 04<sup>th</sup> December, 2019 and License No.11 of 2021 dated 12<sup>th</sup> March, 2021, granted by the Director, Town and Country Planning (DTCP), Government of Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder and include any subsequent approval substituting or amending the approval received initially;
- (p) **"MOEF"** means the Ministry of Environment and Forests, Government of India;
- (q) **"Person"** means any individual, proprietorship, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or Competent Authority or agency or any other legal entity;
- (r) **"Plot"** means plot bearing number 459, having area admeasuring 109.480 square meters (equivalent to 130.938 square yards) approx., situated in Street No. Cross-13, Pocket – L, Sector 8, MET City Project, Model Economic Township, as detailed in **Schedule-I**, more specifically delineated and demarcated in the map annexed herewith as **Annexure A** and **Annexure B**;

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- (s) "**Purpose**" means construction of a Residential Unit(s), strictly for residential use, as mentioned in Recital D hereinabove;
- (t) "**Rules**" mean Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations framed thereunder, as amended from time to time;
- (u) "**Residential Unit**" or "**Residential Units**" shall have the same meaning ascribed to it in Recital D hereinabove;
- (v) "**Said Land**" shall have the meaning ascribed to such term in Recital B hereinabove;
- (w) "**SEAC**" means the State Expert Appraisal Committee for the State of Haryana;
- (x) "**Section**" means a section of the Act;
- (y) "**SEIAA**" means the State Environment Impact Assessment Authority for the State of Haryana;
- (z) "**Sale Consideration**" shall have the meaning as defined in Clause 3.1 of this sale Deed; and
- (aa) "**Transferee**" shall mean any person which is not a party to this Sale Deed and to whom the Buyer may allot, sell and, or transfer in any manner whatsoever, any Residential Unit.

## 2. INTERPRETATION

In this Sale Deed, unless the contrary intention appears:


- 2.1 A reference herein to any clause, schedule, annexure or exhibit is to such Clause, Schedule, Annexure or Exhibit to this Sale Deed. The Schedules, Annexures and Exhibits to this Sale Deed shall form an integral part of this Sale Deed.
- 2.2 References to a Party shall, where the context permits, include such Party's respective successors and legal representatives and in the case of individuals will include their legal representatives and heirs.
- 2.3 The headings or interpretation are inserted for convenience only and shall not affect the construction of this Sale Deed.
- 2.4 The Recitals shall form part of the binding contract between the Parties.
- 2.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neutral genders.
- 2.6 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Sale Deed or specified clauses of this Sale Deed, as the case may be.
- 2.7 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Sale Deed) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.

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- 2.8 Reference to the word "include" and "including" shall be construed without limitation.
- 2.9 Neither this Sale Deed nor any Clause hereof shall be construed against a Party only on the ground that such Party is responsible for the drafting of this Sale Deed or of the relevant Clause.
- 2.10 In this Sale Deed (including the recitals), unless repugnant or contrary to the context hereof, the capitalized terms shall have the meanings as specifically assigned to them.

### 3. SALE CONSIDERATION AND CONVEYANCE OF THE PLOT

- 3.1 In accordance with the terms and conditions contained in this Sale Deed and in consideration of the Buyer having paid a sum of Rs.30,35,798/- (Rupees Thirty Lakh Thirty Five Thousand Seven Hundred and Ninety Eight Only) ("**Sale Consideration**") to the Seller, calculated at the rate of Rs.23,185/- per square yard (equivalent to Rs.27,729/- per square meter), the Seller hereby grants, conveys, sells, transfers and assigns unto the Buyer the absolute and complete ownership of the Plot on "as is where is" basis, together with all rights, title, interest, liberties, easements, privileges and advantages thereto.
- 3.2 The Buyer hereby acknowledges that the Buyer after having made site visit(s) to the Plot, carried out its own investigations as to the physical condition of the Plot (including its size, measurement, government demarcation, layout, dimensions and any other specifications or physical characteristics thereof and any other details / data whatsoever) and also after completing the due diligence of the Plot to confirm that the Seller is the owner of the Plot and no third party has any rights over the Plot or the title thereto as contemplated in the Agreement For Sale, including having examined and verified the original title deed(s)/ documents pertaining to the Plot ("**Due Diligence**"), and after having fully understood and evaluating such documents, the Buyer has found the Plot to be suitable for the Purpose and in order, and has satisfied itself in regard to the Plot.
- 3.3 The Sale Consideration has been paid by the Buyer to the Seller prior to the execution of this Sale Deed, the receipt of which the Seller hereby acknowledges.
- 3.4 Pursuant to payment of Sale Consideration, the actual peaceful, vacant and physical possession of the Plot has been handed over by the Seller to the Buyer and the Buyer acknowledges and confirms that the Buyer has obtained the physical, vacant and peaceful possession of the Plot before execution of this Sale Deed after having the same demarcated on site to the satisfaction of the Buyer. The Buyer has executed this Sale Deed after physical examination of the prevailing conditions of the Plot to its satisfaction and the Seller shall not be responsible either for earth filling or levelling of the Plot at road level in any manner whatsoever.

### 4. COMPLIANCE OF LAW RELATING TO REMITTANCES

- 4.1 The Buyer, 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

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immovable properties in India, etc., and provide the Seller with such permission, approvals which would enable the Seller to fulfil its obligations under this sale deed. The Buyer 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, it may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws, as amended from time to time.

- 4.2 The Seller accepts no responsibility in regard to matters specified in Clause 4.1 above. The Buyer shall keep the Seller fully indemnified and harmless in this regard.
- 4.3 The Seller shall not be responsible towards any third party making payment/ remittances on behalf of the Buyer and such third party shall not have any right on the said Plot in any way and the Seller shall be issuing the payment receipts in favour of the Buyer only.

## 5. COMMON AREA MAINTENANCE CHARGES

- 5.1 The area consisting of the Plot is a part of the Project/ Licensed Industrial Colony and has to be maintained by the Seller or any other entity on its behalf, duly authorized by the Seller till it is handed over to the association of allottees or the competent authority, as the case may be. The Buyer acknowledges and agrees to pay the applicable maintenance charges which will, inter alia, include the Common Areas to be enjoyed by all the plot holders/ occupants in the Project/ Licensed Industrial Colony. The Seller shall be entitled to levy maintenance charges for Common Areas to be developed as a part of Project/Licensed Industrial Colony and the Buyer shall pay maintenance charges so levied by the Seller till the time, the same is handed over to the association of allottees or the competent authority, as the case may be; and thereafter, the same shall be paid by the Buyer to the association of allottees or the competent authority.
- 5.2 The Buyer shall enter into an agreement for maintenance of common areas with the Seller or its nominee, as may be appointed by the Seller from time to time for the maintenance and upkeep of the Common Areas in the Project/Licensed Industrial Colony, under which the Seller, as a developer of the Project/Licensed Industrial Colony, would publish the maintenance charges payable by the Buyer from time to time. The Buyer hereby agrees and undertakes to pay the maintenance charges for the Plot, as demanded by the Seller with effect from date of commencement of common area maintenance services or the date of conditional offer/ offer of possession of plot, whichever is later, at the rates fixed by the Seller from time to time.
- 5.3 The Buyer acknowledges and agrees that an estimated sum of Rs.20,000/- (Rupees Twenty Thousand only) is payable/to be deposited on account of Interest Free Maintenance Security Deposit ("IFMSD") for the Plot before taking over possession of the Plot and execution of this Sale Deed. It is hereby clarified that in case of subsequent sale/ transfer by the Buyer, every Transferee of each Residential Unit shall be required to deposit such IFMSD amount of Rs.20,000/- (Rupees Twenty Thousand Only) with the Seller prior to the execution of their respective sale deeds with the Buyer and the IFMSD amount paid by the Buyer shall be refunded to the Buyer after receipt of the same by the Seller from Transferee of all Residential Unit(s) constructed over the Plot. The Buyer further acknowledges and agrees that the IFMSD amount payable by the Buyer shall be non-refundable and shall be entrusted/ transferred by the Seller to the account of the association of allottees/ Competent Authority at the time of handing over of the common areas and common area.

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maintenance services to the association/ Competent Authority after adjusting dues of the Buyer, if any.

- 5.4 It is further agreed by the Parties that the maintenance services and facilities will initially be provided by the Seller as per the Development Control and Services Guidelines, and maintenance charges for the same will be paid by the Buyer. As and when certain maintenance services are provided by the Competent Authority, the Parties will review the maintenance charges payable by the Buyer for the services rendered by the Seller thereafter.

## 6. INFRASTRUCTURE AND ENVIRONMENT

- 6.1 The Seller has the approval of the Government for drawl of surface water as well as to extract the ground water. The Seller is developing the complete infrastructure to draw the water, transport to its Licensed Industrial Colony/Project, distribution network to supply the water as well as collect waste water, treat and supply the treated waste water to the Buyer. The Buyer undertakes to pay the user charges for such supply of fresh water, treatment of waste water and supply of treated waste water at the rates decided by the Seller. In case the Buyer desires to have water supply limit more than the limit as calculated based on the plot wise norms as may be prescribed by Government/Seller from time to time, it shall pay the extra cost in advance to the Seller as determined by the Seller for such excess limit.
- 6.2 The Seller has the approval of the Government for development of electrical infrastructure for sourcing and distribution of energy to the Buyer in its Licensed Industrial Colony/Project. The Seller is developing the complete infrastructure to draw the electricity, transmit to its Licensed Industrial Colony/Project, distribution network to supply the electricity to the Buyer. Seller is also planning to obtain second distribution license under the Electricity Act, 2003 to distribute the electricity to the Buyer at the tariff approved by HERC and Buyer shall procure such power from the Seller on the terms agreed in respect thereof. Till such time, the Seller or its nominated agency distributes the electricity to the Buyer, the Buyer shall obtain the connection from UHBVN and pay the requisite charges for consumption of electricity and pay the energy charges as per the bills raised by UHBVN from time to time.
- 6.3 The Seller shall provide requisite infrastructure at a single point at the boundary of the Plot for supply of electric power on or before the Buyer commences occupation in the Plot. The Seller will not provide infrastructure for supply of power or water for undertaking construction activity by the Buyer.
- 6.4 The Buyer at its own cost and its discretion may procure power from State Grid or set up own diesel generator sets (DG sets). In case DG sets are used, the Buyer shall take all approvals for running of DG sets for power generation as permitted in law.
- 6.5 The Seller will be providing and/or has made arrangements for provision of certain infrastructure services on a specific 'use based charge' or 'pay and use principle' to the Buyer, which shall not be considered as a part of Common Areas. The Buyer agrees to pay the separate service charges for such infrastructure services as and when availed at the rates fixed by the Seller from time to time.
- 6.6 The Seller shall endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot before the commencement of construction over the Plot by the Buyer and other infrastructure facilities as mentioned herein before completion of construction and obtaining of occupation certificate in respect of the Plot.

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## 7. TRANSFER OF THE PLOT

The construction of the Residential Unit on the Plot shall be a condition precedent to the creation of any third party rights over the Plot by the Buyer, of any nature whatsoever. It is reiterated, acknowledged and confirmed by the Buyer that it is mandatory and the essence of this Sale Deed that the Buyer shall not be entitled to sell, dispose of, transfer or assign, etc., in any manner, its title or ownership rights in the Plot before completion of the construction and grant of occupation certificate of the Residential Unit constructed over the Plot by the competent authority. Any such transfer or sale made by the Buyer in contravention of this Sale Deed shall be treated as null and void and shall not be binding or enforceable under the applicable law. No right of any nature shall be acquired by the Transferee by virtue of such unauthorised transfer. Upon procurement of the occupation certificate and execution/ registration of the Sale Deed by the Buyer in favour of Transferee, the Buyer shall furnish complete details of such Transferee of the Residential Unit constructed by the Buyer on the Plot along with the copies of the sale deeds executed by the Buyer in favour of such Transferee to the Seller within 10 (ten) days of the registration of such sale deeds. Subject to above, such permission will be deemed to have been provided unless the Seller communicates its objection within a period of 30 (thirty) days from the date of submission of the application seeking such permission along with requisite/ prescribed documents by Buyer to the Seller. The Buyer at the time of issuing such intimation to the Seller regarding the proposed Transfer of the Plot, and before entering into any deal/transaction, shall provide a certificate confirming/ undertaking to ensure compliance with each of the following conditions:

- (a) That the Buyer has paid all its dues on account of charges for maintenance of Common Areas, all charges for provision of services, interest for delayed payments, other amounts payable etc. to the Seller including any Government Charges and/ or claims on the Plot till the date of such Transfer;
- (b) That the Transferee has agreed and has undertaken to be bound by the terms and conditions, including but not limited to, all the obligations of the Buyer, as contemplated under this Sale Deed and as per the Licenses and other approvals granted to the Seller;
- (c) Further, the Buyer shall have affirmed that the activity proposed to be carried out on the Plot by the Transferee will only be limited to the construction of Residential Units and the Buyer shall not cause any nuisance to the neighbours and other occupants of the Industrial Colony;
- (d) That the Transferee shall execute all the requisite agreements, which have been executed by the Buyer, in the same form and content as executed by the Buyer, including but not limited to this Sale Deed, common area maintenance agreement, water supply and services agreement etc., and further agrees to pay all charges as stipulated and agreed under each of these agreements.

## 8. CHANGE OF PURPOSE

The Buyer shall use the Plot only for residential purposes and shall not use for any other purposes, viz. commercial, industrial, warehousing or institutional etc. in any manner, whatsoever.

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**9. PERMISSIBLE USE OF THE PLOT FOR ANCILLARY FACILITIES**

The Buyer agrees that the Plot shall be exclusively used for the Purpose only as hereto above stated and agreed to between the Parties and the Plot shall not be used for any commercial, industrial, warehousing or institutional use in any manner, whatsoever.

**10. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**10.1** Each Party hereto hereby assures, covenants, represents, warrants and undertakes to the other, as follows:

- (a) It has full power and authority to execute, deliver and perform this Sale Deed and to carry out the transactions contemplated herein;
- (b) It has taken all necessary actions to authorize the execution, delivery and performance of this Sale Deed;
- (c) This Sale Deed constitutes its legal, valid and binding obligations, enforceable against the Party in accordance with the terms hereof; and
- (d) The execution, delivery and performance of this Sale Deed and all instruments or agreements required hereunder do not contravene, violate or constitute default of any Applicable Law, any agreement or instrument to which it is a party, including without limitation, its articles and memorandum of association or by which it is or may be bound, and that it is not restricted by any judgment, injunction, order, decree or award from the execution, delivery and performance of this Sale Deed.
- (e) The Buyer acknowledges and undertakes not to sub-divide/amalgamate the Plot with any other Plot or area in the Licensed Industrial Colony without getting prior written approval from the Seller or the competent authority, as the case may be.
- (f) If any damage is caused to the Common Areas in the Licensed Industrial Colony on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall solely be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused, as may be levied by the Seller or the Association of Buyers or the Maintenance Agency or the competent authority, as the case may be.
- (g) That no liability of any kind or any nature whatsoever shall be created on the Seller for any thefts, mishaps resulting at the hands of any miscreants in the Plot of the Buyer.
- (h) The Buyer acknowledges and affirms that the Seller shall not be liable or under any obligation to apply for, and, or to obtain any permissions or sanctions, etc., for/on behalf of the Buyer in any manner whatsoever. However, the Seller will provide copies of such documents that are available with the Seller, if required by the Buyer for the aforementioned purposes.

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10.2 The Seller hereby assures, covenants, represents, warrants and undertakes to the Buyer, as follows:

- (a) The Seller is the sole and absolute owner of, and has clear and marketable title to the Plot, with unencumbered, unrestricted and uninhibited right of alienation over the Plot and there is no known impediment on the Seller to convey the Plot to the Buyer;
- (b) As on the Execution Date, the Plot is free and clear from all encumbrances, charges and liens whatsoever and no arbitration, mediation, conciliation or other proceedings, claims, actions or Governmental investigations injunction order, stay order, notice for acquisition or requisition, or order of attachment has been issued or passed by any Competent Authority in respect of the Plot;
- (c) The Seller has neither entered into any agreement for sale with any third party/ parties in respect of the Plot which is subsisting as on date, nor has accepted any advance/part consideration in respect of the Plot from any third party;
- (d) Consequent to execution and registration of this Sale Deed, the Buyer shall have an unfettered right of access to the Plot, easements, ingress and egress rights, benefits, privileges, right, title, interest and claim therein, together with all liberties, advantages and appurtenances attached to the Plot, subject to Clause 7 above and compliance by the Buyer of the provisions of this Sale Deed;
- (e) All the dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any Governmental Authority, local bodies and/or any civic authorities/agencies in respect of the Plot till the Execution Date, have been duly paid and deposited by the Seller and if any demand for payments of aforementioned nature is raised by any of the relevant Governmental Authorities or Persons in respect of the period prior to the Execution Date (except any Government Charges, as provided in Clause 11.3 below), the same will be paid and borne by the Seller; and
- (f) The Buyer shall have the right and be entitled to get the Plot mutated in its name with the Competent Authorities and the Seller agrees to provide all necessary cooperation and assistance and to do all such acts and execute such documentation in favour of the Buyer as may be necessary for this purpose, at the cost and expense of the Buyer.

10.3 The Buyer hereby assures, covenants, represents, warrants and undertakes to the Seller, as follows:

- (a) The Buyer confirms that it has entered into this Sale Deed with full knowledge and understanding and subject to all applicable laws and notifications and rules applicable to the area and in particular for the Industrial Colony, Project, Plot and Purpose including but not limited to the licenses and registration of the Project under the Act, environmental clearances received for the Project, energy conservation, ground water extraction, rain water harvesting, use of renewable energy, etc., and related compliances towards HSPCB/ SEAC/ SEIAA/ MOEF/ other relevant Governmental Authority (as applicable and revised from time to time). The Buyer acknowledges that the Buyer has familiarized itself with all the aforesaid and other applicable agreements, approvals, arrangements, undertakings, conditions on inspection of the documents with the Seller.

(b) The Buyer shall comply with the Development Control and Services Guidelines;  
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- (c) The Buyer undertakes to bear and pay all taxes and duties, stamp duty, registration charges and/or such other levies for consummating the transactions contemplated under this Sale Deed;
- (d) The Buyer shall comply with the terms and conditions for the use and Transfer of the Plot, in accordance with the provisions of this Sale Deed, including as provided for in Clause 7 above;
- (e) The Buyer has purchased the Plot through legitimate means/funds, which do not, in any manner, constitute 'proceeds of crime' as defined under Section 2(1)(u) of the Prevention of Money Laundering Act, 2002; and
- (f) The Buyer undertakes in relation to the Plot that it will abide by all the Applicable Laws and fulfil all obligations pertaining to compliance/ monitoring reports pertaining to environment, energy conservation, ground water extraction, rainwater harvesting, use of renewable energy as stipulated in the various approvals received by the Seller as well as the various approvals and the conditions of the Licenses mentioned in this Sale Deed, received by the Seller in respect of the Project and the Licensed Industrial Colony.
- (g) The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from its Plot in the Common Areas or any portion of the Licensed Industrial Colony.
- (h) The Buyer shall neither encroach upon the Common Areas in the Licensed Industrial Colony nor store any of its goods, objects, articles, belongings etc. out of its Plot in any manner whatsoever.
- (i) The Buyer agrees and undertakes that water pipelines/drains/electric lines provided by the Seller in the Licensed Industrial Colony shall not be tampered with/ disturbed without getting prior written approval of Seller.
- (j) The Seller has developed/constructed the Project as per standard norms and all the facilities will require repairs/refurbishment/replacement after certain time. As and when these facilities, within the Licensed Industrial Colony including but not limited to roads, sewer & drainage lines, plumbing sets, street lights, pumps etc. require replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of the Licensed Industrial Colony on pro-rata basis irrespective of individual's need or utilization, i.e. in proportion of the area of the Plot bears to total saleable area of the Licensed Colony as calculated by the Seller. The Seller, Association of Buyers or the Maintenance Agency or competent authority, as the case may be, shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc., including its timing or cost thereof.
- (k) The Buyer agrees and undertakes to become member of a body of the association of plot owners formed/to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. Post development of all phases over the said Land, Seller may depending on the nature, scope and use of entire development and as may be required under applicable laws, form (i) separate association/ apex body/ apex bodies for one Project; (ii) separate association/ apex body/ apex bodies for each project; (iii) or form a single association for all of the projects. Further, in case Seller forms separate associations for each of the project, Seller may form an

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apex body over and above all associations. Each association shall adhere to its respective bye laws and guidelines as may be formulated by Seller in accordance with applicable laws. Further, each association shall be independent of the other, manage and conduct the affairs relating to respective project and the rights, entitlements and obligations of allottees with respect to the respective Common Areas. The Apex Body of the association of all the projects as well as separate association of each of the projects shall give right of way to use the common roads in the project (s) to the Seller to access its other land parcels to carry out the development in future.

- (l) That if there arises any dispute regarding payment of any charges, whatsoever including but not limited to maintenance charges, water charges, electricity charges, interest and penalty charges on delayed payment etc. the Buyer shall first pay the billed amount and then apply for refund on the basis of material proofs and the Seller/Maintenance Agency/Association of Buyers will look into his submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.

## 11. OBLIGATIONS OF BUYER

- 11.1 The Buyer, at its own cost and expenses, shall obtain all Applicable Permits which are necessary for construction of its Residential Units on the Plot, including but not limited to, building plan approval, occupancy certificate, etc., and the Buyer will ensure that each of the Applicable Permits are valid and current at all times, and that the Buyer shall fully comply with the terms and conditions of each of the Applicable Permits and this Sale Deed at all times. The Buyer agrees to indemnify, hold harmless and keep indemnified the Seller from any proceedings or actions which may be taken by a Competent Authority against the Seller due to the Buyer's failure to procure an Applicable Permit or due to the contravention of any Applicable Laws by the Buyer, in any manner, whatsoever.

- 11.2 From the Execution Date, all the dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes or charges levied by any Governmental Authority, association of allottees or industrial associations, in respect of the Plot, shall be the sole responsibility and liability of the Buyer regardless of the fact that such demand and/or levy and/or charges and/or taxes are raised and/or made in the name of the Seller.

### 11.3 Payment of Government Charges

- 11.3.1 Notwithstanding anything contained above, the Parties further agree and acknowledge that the Total Price does not include External Development Charges ("EDC") and such other charges and /or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "**Government Charges**") from time to time. The Buyer accordingly agrees and undertakes to pay to the Seller as demanded by Seller all such Government Charges in relation to the Plot as applicable, and all increases thereto, as may be levied by the Government from time to time. Further, the Buyer shall be liable for the payment of any other such Government charges, fees, cess, levies, taxes, payments for the Plot, which are to be normally paid/payable by a buyer or recoverable from a buyer as per the applicable laws or as per the prevailing market practice at any time. It is made abundantly clear that all Government Charges are solely to the account of the Buyer and the Seller shall have no liability in this regard;

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- 11.3.2 It is also made clear to the Buyer that such Government Charges may be levied by Government of Haryana from prospective or retrospective effect from date of license and in that event the Seller shall demand from the Buyer to pay such charges in proportion of the area of the Plot bears to total area of the Licensed Colony as explained in para 11.4 hereinafter mentioned;
- 11.3.3 Further, it is made known to the Buyer that Government of Haryana may also levy other charges at any stage including on the completion of the Licensed Industrial Colony or thereafter, the demand of which will be raised by the Seller and the Buyer undertakes to pay the same. In the event, the Seller pays any Government Charges for the Plot, the Buyer will make good such payments to the Seller within a period of 30 (thirty) calendar days failing which the Seller will be entitled to pay interest on such amounts, calculated at 15% (fifteen percent) per annum, compounded on quarterly rest;
- 11.3.4 This undertaking by the Buyer shall always survive the conveyance of the Plot in favour of Buyer and further sale/ transfer by the Buyer in favour of a Transferee. The Buyer recognizes that such demand when made will constitute unpaid Price and agrees that even if such demand is made by the Seller after sale deed is executed in favour of Buyer and/ or the sale deed is executed by the Buyer in favour of the Transferee, the Seller shall have lien/first charge on the Plot for all unpaid amounts and in the event of any non-payment/ non-compliance, the Seller will be entitled to exercise and enforce its lien/first charge over the Plot at the cost and expense of the Buyer. The Buyer undertakes not to object to the Seller resuming the Plot or taking any legal action to recover such unpaid Price from Buyer;
- 11.3.5 In the event the Buyer fails to fulfil any of its obligations in terms of Clause 11.3 of this Sale Deed then, the Seller shall have the following rights:
- (a) the Seller shall have first charge over the Plot and any superstructure thereon, to be recoverable either by enforcing the charge or from out of the sale proceeds of the Plot, as the case may be;
  - (b) the right to suspend the infrastructure services for the Plot, at the cost and consequences of the Buyer; and
  - (c) Any other legal recourse or remedy available to the Seller.
- 11.4 The Buyer further agrees that as and when the Seller is required to pay such Government Charges then the Seller shall demand, and the Buyer undertakes to pay the same proportionately in the manner in which the area of the Plot bears to the total area of the Industrial Colony, on which such Government Charges have been either demanded or paid, as calculated by the Seller on gross area basis. For the purpose of clarity, EDC and/or any Government Charges shall be payable by the Buyer and will include the additional charge for common area as and when demanded by the Competent Authorities. The amount payable by the Buyer will be determined as per the formula = total amount payable / (1 - x). Where 'x' stands for the percentage of the land used for common area development as per the last approved layout plan.
- 11.5 The Buyer shall, at all times, comply with all conditions as envisaged in the Licenses granted by DTCP for the Licensed Industrial Colony.
- 11.6 The Seller shall not make any additions and alterations in the sanctioned layout/ zoning plans in respect of the Plot as the case may be, without the previous written consent of the Buyer as per the provisions of the Act or as per approvals/

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instructions/ guidelines of the competent authorities. Buyer confirms that it has seen and understood the site and scheme of development, approved layout plans/ environment clearance approvals/ other licenses, approvals and documents. The Buyer is also aware that the Project is planned to be developed by the Seller in accordance with the layout plan sanctioned by the Competent Authority, which may be changed from time to time by the Competent Authority. Further, the Buyer understands and acknowledges that there are other's land parcels situated within and adjacent to the layout plan area, which may be acquired by the Seller for the purposes of coherent, comprehensive and contiguous development and will thus require revision of the layout plan of the Licensed Industrial Colony subsequent to obtaining license for such additional area. Buyer also acknowledges that the Seller may also make such additions or alterations as may be required by Seller, or such changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines/ regulations of the competent authorities. Considering all the above circumstances, Buyer hereby confirms that it shall have no objection if the Seller makes suitable and necessary alterations in the layout plan of the Project, if necessary for better planning of the layout of the Project and/or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to the Project, de-license of some area, change in the planned road network, common areas, change in the identification number of the Plot, and subject to mutual consent, change in the access, change in location of Plot, dimensions or area of the Plot, etc. Subject to the above, the Buyer agrees to inform the Seller or the Competent Authority in writing, its consent or objections to the changes within 30 (thirty) days from the date of intimation of such changes in the layout plan provided by the Seller to the Buyer failing which it shall be deemed to have given its consent to such alterations/ modifications.

- 11.7 The Buyer undertakes in relation to the Plot to ensure that it will strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other Applicable Permits, like licenses/ environment clearance, etc., granted by the Competent Authority(ies) in respect of the Plot, Project and, or the Licensed Industrial Colony, as may be applicable/revised from time to time and agrees to comply with any other condition as notified by a Governmental Authority for the Licensed Industrial Colony, from time to time. The Buyer shall not cause any nuisance for the other occupants of the Licensed Industrial Colony and/or the Seller. The approval of the building plan(s), occupation certificate, etc., shall be at the sole costs and responsibility of the Buyer and the Seller shall have no obligation in the same whatsoever. The Buyer shall submit a copy of the approved building plan with the Seller before starting of any construction work at the Plot. In the event of non-compliance of any conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other Applicable Permits, the Buyer alone shall be responsible for all penalties, costs, consequences and legal proceedings by any Competent Authority. The Buyer agrees to indemnify, hold harmless and keep indemnified the Seller from any proceedings or actions which may be taken by a Competent Authority for the Buyer's failure to comply with the terms and conditions of any Applicable Permit.

- 11.8 The Buyer agrees to ensure compliance with all Applicable Laws (including obtaining the required approvals and pay the respective charges for the same) while construction and occupation of the Plot and abide by all norms and conditions of licenses, zoning plan, notifications, rules, bye-laws and/or any other Applicable Permit. The Buyer shall construct the Residential Unit on the Plot and maintain the open areas, green areas, ground coverage, Floor Area Ratio (FAR), Floor Space Index (FSI) in accordance with the Applicable Laws, after obtaining all necessary

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approvals for construction thereof, including site and building plan, and environment approvals, required if any and pay the respective charges for the same and will comply with all the conditions as envisaged in the license for Industrial Colony granted by DTCP.

- 11.9 The Buyer understands that the Seller is undertaking development of the Industrial Colony as per the terms of the Licenses received by it within the purview of the Haryana Development and Regulations of Urban Areas Act, 1975, and the rules thereunder and the policies of the Government of Haryana, as applicable and as amended, from time to time. The Buyer agrees and undertakes to start the construction of Residential Unit on Plot covered under this sale deed within three months of execution of this sale deed as well as complete the construction of the minimum 25% (twenty five per cent) of the permissible FAR of the Plot and obtain occupation certificate to occupy the proposed Residential Unit on the Plot within a period of 24 (twenty-four) months from the date of execution of this Sale Deed, before transfer, sale, lease or otherwise dispose off the Residential Unit to its Transferee. In the event that the Buyer is of the view that it would not be able to achieve such construction, within the aforesaid time period, it shall promptly inform the Seller thereof and the Seller and the Buyer shall negotiate in good faith about the possible counter measures. The Seller may at its sole discretion, and after satisfying itself regarding the bonafides of the Buyer (considering the prevailing circumstances as well as the difficulties faced by the Buyer and also actual progress made by the Buyer in this regard), the status of construction work undertaken by the Buyer, consider granting of extensions of 1 (one) year each time and extension charges at the rate of (A) Rs. 100/- (Rupees One Hundred Only) per square yard calculated against the area of Plot for the first year of delay or part thereof; (B) Rs. 150/- (Rupees One Hundred and Fifty Only) per square yard calculated against the area of Plot for the second year of delay or part thereof; (C) Rs. 200/- (Rupees Two Hundred Only) per square yard calculated against the area of Plot for the third year of delay or part thereof; (D) Rs. 250/- (Rupees Two Hundred and Fifty Only) per square yard calculated against the area of Plot for the fourth year of delay or part thereof; and (E) Rs. 500/- (Rupees Five Hundred Only) per square yard calculated against the area of Plot for every year of delay or part thereof thereafter, beyond the fourth year shall be payable annually till the date of completion of the construction of minimum 25% (twenty five percent) of the permissible FAR and grant of occupation certificate of the residential house by competent authority.

- 11.10 The Buyer in relation to the Plot further undertakes the following:

- (a) The Buyer understands and agrees that the boundary wall around the Plot shall have to be constructed as per the design provided by the Seller. While making an application for obtaining approvals of the building plans for construction on the Plot, the Buyer shall strictly adhere to and comply with the architecture control guidelines issued by the Seller (including any amendments thereof) from time to time. The Buyer also undertakes and agrees to construct the Residential Unit for residential purposes only and shall not use for any other purposes, viz. commercial, industrial, warehousing etc. on the Plot and strictly in accordance with architecture control guidelines and building plan approved by competent authority(ies) and in accordance with Haryana Building Code, 2017.
- (b) While carrying out construction/development activity, the Buyer as well as its contractor or its worker or agent, shall not cause any obstruction or damage or commit any encroachment over the road and the common areas abutting to the Plot. In the event, the road or the common area abutting to the Plot is obstructed or damaged during the course of construction/development over the Plot, the

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Buyer shall alone be liable and responsible for any consequences thereof including but not limited to bear/incur the cost of repair of the road and common area to bring to its original condition. The Buyer undertakes that it shall not directly or through any contractor or third party impair, deface, vandalise or in any way cause damage or loss to the common areas, service areas, facilities and amenities, pavers, horticulture, etc., constructed or that may be constructed by the Seller in the Project and the Licensed Industrial Colony, while undertaking any development and construction activity at the Plot. The Buyer undertakes to be liable for any damage, loss suffered by the Seller on account of activities undertaken by it or any person or contractor / third party engaged by the Buyer or acting on behalf of the Buyer and shall on demand make good the damage and loss suffered by the Seller. The Buyer hereby authorizes the Seller to remove any obstruction/ hindrance/ encroachment placed/made by it on the common area, roads, etc. and the cost of removal of such encroachment shall be recovered from the Buyer;

- (c) It shall take necessary measures for disposal of sewerage in the external sewerage system established by the Buyer as per the State and Central Government environmental norms. The Buyer shall pay for the treatment charges levied by the Seller for treatment of such effluent/ sewage generated by the Buyer to meet the requirements of recycled water/ for final disposal into a public drain as per applicable laws;
- (d) It shall undertake solid waste /municipal waste management/ building and construction waste management measures as may be directed by the Haryana State Pollution Control Board/ local authorities for the Plot;
- (e) It shall carry out installation of a Solar Photovoltaic Power Plant as per provisions contained in the notification No. 22/52/2005-5 power dated September 3, 2014 or any other directions, notifications as may be applicable and, or as applicable from time to time, pursuant to the directions of the Renewable Energy Department, Government of Haryana;
- (f) It shall comply with any other condition as notified by Haryana Government/ Government of India for the Licensed Industrial Colony of the Buyer as deemed necessary from time to time;
- (g) It shall not encroach upon any revenue rasta falling in the Licensed Industrial Colony;
- (h) It shall make sufficient arrangement for rainwater harvesting system and re-charging of the ground water table to minimize water run-off in the Plot as per Central Ground Water Authority/ Haryana Government norms/ as applicable from time to time; and
- (i) It shall make sufficient provision of light emitting diode (LED) fittings for internal lighting as well as for campus lighting in the complex.

11.11 The Buyer shall permit the Seller and/or its agents to enter into the Plot to ascertain that the Plot is being used in conformity with the terms and conditions of this Sale Deed and/or the then applicable permitted use. Such inspection by the Seller and/or its agents to the Plot will be conducted only at the business hours of the Buyer and the Seller will give prior intimation to the Buyer of such inspection. The Buyer also recognizes that if such inspection is required by a Competent Authority, then the Buyer shall co-operate and shall not obstruct or prevent such inspection.

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- 11.12 In order to facilitate equal user rights to all plot owners and for the smooth operation and maintenance of the Licensed Industrial Colony from time to time, Seller has put forth the Development Control and Services Guidelines. The Buyer agrees and undertakes to comply with the Development Control and Services Guidelines, as formulated by the Seller in accordance with Applicable Law, which will be applicable to all occupants of the Industrial Colony.
- 11.13 Subject to the Applicable Laws, in the event of any conflict with the Development Control and Services Guidelines as formulated by the Seller and this Sale Deed, the terms of this Sale Deed shall prevail.
- 11.14 The Buyer shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct of residents in the Plot, and to preserve peace and protection of persons and property in the neighbourhood, against such conduct.
- 11.15 The Buyer shall not put up its name plate, sign board, neon sign, publicity or advertisement material, notice board, etc., in the common areas in the Project/ Industrial Colony. The Buyer shall be entitled to display its name plate only at the designated place on its Plot only.
- 11.16 That the said Project and industrial colony shall always be known as 'MET City' and 'Model Economic Township' or in short 'MET', respectively and the said names shall not be changed by the Buyer and / or jointly by the Buyer and other allottees, association of the allottees in the Project and the Industrial Colony and the Buyer shall refrain from voting for any such change of name.

## 12. DEFECT LIABILITY:

- 12.1 The Parties agree that this Sale Deed is intended for the sale of the Plot with certain infrastructure, facilities and other services. In case of any defect in the aforesaid infrastructure and services of the Seller as per this Sale Deed relating to such development is brought to the notice of the Seller by the Buyer, within a period of 5 (five) years from the date of offer of possession/ handover of possession of Plot, it shall be the duty of the Seller to rectify such defects without further charges, within a period of 90 (ninety) days. In the event of Seller's failure to rectify such defects within such time, the Buyer shall be entitled to payment of appropriate compensation in the manner as provided in the Act subject to credible proof/substitution of the defects attributed to the Seller. Provided that the Promoter shall not be liable to any such structural, architectural and other defects induced, directly or indirectly by the Buyer or any other person, other than duly authorized by the Seller, by means of carrying out any changes or works thereon.
- 12.2 Subject to the above, the Buyer acknowledges and confirms that since the Seller is selling the Plot and the Buyer shall construct the Residential Unit over the same, the Seller shall not be liable to any structural, architectural and other defects induced arising out of such construction, directly or indirectly.
- 12.3 Provided further that the Buyer shall be solely responsible for structural, architectural and other construction defects and liabilities in relation to the Residential Unit, constructed over the Plot by the Buyer. Any defect liability over the Residential Unit constructed on the Plot, towards any Transferee, shall always be of the Buyer and the Seller shall not have any liability, of any nature whatsoever, in this regard.

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**13. TITLE DEFECT:**

The Seller hereby agrees to compensate the Buyer, in case of any direct loss suffered by the Buyer after the execution of this Sale Deed, due to defective title of Seller in the land beneath the said Plot, which is substantive in nature and non-curable and is comprised in such area of the Plot that has been sold to the Buyer. However, such compensation shall be proportionate to the area of land of the Plot for which the title is found to be defective and shall not, under any circumstances, exceed the Total Price received by the Seller under this Sale Deed. Provided further that such compensation shall be payable by the Seller only where the Buyer makes a claim for such defect in title of land within 5 (five) years of execution of this Agreement and the Seller accepts the claim of the Buyer.

**14. PROVISIONS OF THIS SALE DEED APPLICABLE ON TRANSFEREE:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained in this Sale Deed and the obligations arising hereunder in respect of the Plot, the Project and MET, shall equally be binding upon, applicable to, and enforceable against, any Transferee of the Residential Units constructed by the Buyer on the Plot for all intents and purposes. The Buyer also agrees, undertakes and assures that it shall ensure and procure that each of terms and conditions contained in this Sale Deed and specific clauses set out in Schedule II of this Sale Deed, shall be incorporated in each of the sale deed(s) to be executed by the Buyer with the Transferee of the Residential Units constructed on the Plot by the Buyer and any Transferee to whom the Residential Unit may be sold to by such Transferee(s) so as to make it binding on any future Transferees of Residential Units. The Buyer and Transferee shall not be entitled to execute a sale deed with any person or party that refuses to comply with all of the terms and conditions of this Sale Deed.

**15. GOVERNING LAW AND JURISDICTION**

This Sale Deed shall be governed in all respects by the laws of India. The Courts in Jhajjar, Haryana shall have exclusive jurisdiction for all disputes arising out of this Sale Deed.

**16. STAMP DUTY AND REGISTRATION FEES**

This Sale Deed is executed and registered in accordance with the laws as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee, including any other charges related thereto, along with any other cess or surcharge payable thereon, shall be borne exclusively by the Buyer. The Parties shall bear their own legal costs and tax liability.

**17. ENTIRE UNDERSTANDING**

This Sale Deed, along with all the recitals, schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings and correspondence, including the Agreement For Sale, if any, of the Parties, relating to the subject matter of this Sale Deed and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

For Model Economic Township Limited

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**18. NOTICES**

Any notice, statements and other communications required or permitted to be given under this Sale Deed shall be sent in writing, addressed as specified below and shall be deemed to have been effectively served: (i) if delivered personally or e-mailed on the registered e-mail address upon receipt by the other Party; or (ii) if sent by Registered Post upon the expiry of 3 (three) days of it being sent; or upon confirmation of service of such notice. Any notice required or permitted to be given by either Party hereunder shall be addressed to the other Party, as follows:

**(a) If addressed to Seller:**

Kind attention of : Shri Rajneesh Sehwal  
 Address : Model Economic Township Limited,  
 3<sup>rd</sup> Floor, 77-B, IFFCO Road, Sector 18,  
 Gurugram – 122015, Haryana  
 Contact No. : 0124 352 7373  
 Email : rajneesh1.sehwag@ril.com

**(b) If addressed to Buyer:**

Kind attention of : Shri Dipak Chakraborty  
 Address : JMK Buildcon Private Limited  
 Unit No.912, Tower – B, Emaar Digital Greens,  
 Sector – 61, Golf Course Extension Road,  
 Gurugram – 122011, Haryana  
 Contact No. : 9818110199  
 Email : dipak65@jmkbuild.in

**19. JOINT BUYERS**

[Not Applicable]

**20. VALIDITY AND ENFORCEABILITY**

If any provisions of this Sale Deed are declared to be invalid, unenforceable or illegal by any Court of competent jurisdiction, such invalidity, un-enforceability or illegality of such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to confirm with applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.

The Parties have executed this Sale Deed without any pressure, duress, influence, coercion and after having fully understood and agreed to the contents of this Sale Deed.

For Model Economic Township Limited

  
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For JMK BUILDCON PRIVATE LIMITED

  
 Authorised Signatory

For JMK BUILDCON PRIVATE LIMITED

  
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IN WITNESS WHEREOF both the Parties have signed this Sale Deed at the place, day, month and year first above written in the presence of the following witnesses:

Signed and delivered by:

For and on behalf of Seller  
Model Economic Township Limited

For and on behalf of Buyer  
JMK Buildcon Private Limited

For Model Economic Township Limited

Authorized Signatory

(Authorized signatory,  
Shri Sudhir Jain)

For JMK BUILDCON PRIVATE LIMITED

(Authorized Director,  
Shri Dipak Chakraborty)

In the presence of witnesses:

1. Witness

Name: भरथरी नम्बरदार  
Father's Name:  
Aadhaar No.: याकूबपुर  
Address:

2. Witness

Name: Harvinder & Mohinder  
Father's Name:  
Aadhaar No.: Dujana  
Address:

Drafted by: Mahesh Sharma Adv.  
Distt. Courts, JHAJJAR

10/6/2022

For JMK BUILDCON PRIVATE LIMITED

Authorised Signatory




## Schedule I

## Details of the Plot

Sr. No.	Particulars	Details
1	Plot Number	459
2	Street Number	Cross 13
3	Pocket	L
4	Sector	8
5	Area of Plot	109.480 Sq. Meter (equivalent to 130.938 Sq. Yard)
6	Dimensions	As Per Approved Demarcation Plan (L=6.80 meter) X (W/H=16.10 meter)
7	North of Plot	Plot No. 458
8	East of Plot	Plot No. 503
9	West of Plot	13.29 M Road Cross 13
10	South of Plot	Plot no. 460

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Reg. No.

Reg. Year

Book No.

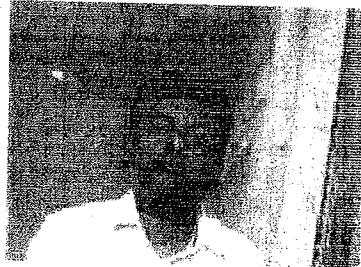
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2022-2023

1



विक्रेता



क्रेता



गवाह



उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- thru बजरिये प्रमजीत सखाला OTHER Model Economic Township Ltd

क्रेता :- thru through Dipak Chakraborty OTHER JMK Buildcon Pvt Ltd

गवाह 1 :- भरथरी

गवाह 2 :- हरविन्द्र

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 818 आज दिनांक 10-06-2022 को बही नं 1 जिल्द नं 111 के पृष्ठ नं 85.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3893 के पृष्ठ संख्या 57 से 84 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 10-06-2022

उप/सयुक्त पंजीयन अधिकारी( बादली )

Sub Registrar  
BADLI

For JMK BUILDCON PRIVATE LIMITED

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## Schedule – II


The Buyer, as well as each of the subsequent Transferee(s)/buyer(s) of the residential independent floor or residential villa, i.e., Residential Unit /Plot, agree and undertake to ensure and procure that the following terms and conditions contained in this Schedule II shall be incorporated in the sale deed and any subsequent Transfer/sale deed with each such subsequent Transferee/buyer:

1. The Transferee/buyer has been informed and has understood and satisfied itself after verifications about the saleable and non-saleable areas in the Project. The Transferee/buyer understands and acknowledges that only one plot earmarked for a community centre, will be developed by the Promoter, Model Economic Township Limited ("METL") and handed over to the association of allottees. The Transferee/buyer further understands and acknowledges that third party rights will be created by METL in the plots earmarked for high schools, primary school, dispensary, temple in the Project on receipt of consideration, and such third parties will develop these plots, raise construction and operate and manage the same and shall realize revenue therefrom. The Transferee/buyer understands and acknowledges that costs of these plots earmarked for high schools, primary school, dispensary, and temple have not been accounted for and recovered from any of the allottees of Licensed Industrial Colony including the Transferee/buyer. The third parties in whose favour allotment of these sites is made, shall upon payment of agreed consideration to METL alone have exclusive and absolute ownership as well as possessory rights therein. The Transferee/buyer further acknowledges and confirms that these common facilities, wherever they are located/established are for common use of all the habitants of the said Land/Licensed Industrial Colony as well as for outside public. The Transferee/buyer undertakes not to object, restrict or obstruct the free access of all the habitants of Licensed Industrial Colony as well as for the general/ outside public to these common facilities.
2. **Payment of Government Charges**
  - (a) Notwithstanding anything contained in this Sale Deed, the Parties further agree and acknowledge that the Sale Consideration of the Residential Unit does not include External Development Charges ("EDC") and any other charges and /or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "Government Charges") from time to time. The Transferee/buyer accordingly agrees and undertakes to pay to METL as and when demanded by the METL, all such Government Charges in relation to the Plot/ Residential Unit, as applicable, and all increases thereto, as may be levied by the Government from time to time. Further, the Transferee/buyer shall be liable for the payment of any other such Government charges, fees, cess, levies, taxes, payments for the Plot/ Residential Unit (as applicable), which are to be normally paid/payable by a buyer or recoverable from a buyer as per the applicable laws or as per the prevailing market practice at any time. It is made abundantly clear that all Government Charges are solely to the account of the Transferee/buyer and the METL shall have no liability in this regard.
  - (b) It is also made clear to the Transferee/buyer that such Government Charges may be levied by Government of Haryana from prospective or retrospective effect from date of license and in the event METL shall demand from the Transferee/buyer to pay such charges in proportion of the area of the Residential Unit/Plot bears to total area of the Licensed Colony as explained herein below.

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- (c) Further, it is made known to the Transferee/buyer that Government of Haryana may also levy other charges at any stage including on the completion of the Licensed Colony or thereafter, the demand of which will be raised by METL, and the Transferee/buyer undertakes to pay the same to METL. In the event METL pays any Government Charges for the Residential Unit/ Plot, the Transferee/buyer will make good such payments to METL within a period of 30 (thirty) calendar days failing which METL will be entitled to an interest on such amounts payable by the Transferee/buyer to METL, which shall be calculated at 15% (fifteen percent) per annum, compounded on quarterly rest.
- (d) In the event METL has to provide any bank guarantee to a Government authority in respect of Government Charges mentioned hereinabove in relation to the Residential Unit/Plot, the Transferee/buyer, shall furnish such bank guarantee within a period of 15 (fifteen) days from the date of notice from METL. In the event such bank guarantee is furnished by METL to the Government Authority for the Residential Unit/Plot, the Transferee/buyer shall provide a bank guarantee for an equivalent amount in favour of METL, within a period of 15 (fifteen) days from the date of notice from METL. Upon being given a notice to comply with the terms within a stipulated time, if the Transferee/buyer fails to comply with the provisions of this Clause within the stipulated time, then any interest, default interest, fines or penalties that are charged/demanded from METL by such Competent Authority or cost of any legal proceedings which may be taken by such authority against METL shall be to the account of and payable by the Transferee/buyer to METL.
- (e) This undertaking by the Transferee/buyer shall always survive the conveyance of the Plot in favour of Transferee/buyer. The Transferee/buyer recognizes that such demand when made will constitute unpaid Price and agrees that even if such demand is made by METL after sale deed is executed in favour of Transferee/buyer, METL shall have lien/first charge on the Residential Unit/Plot for all unpaid amounts and in the event of any non-payment/ non-compliance, METL will be entitled to exercise and enforce its lien/first charge over the Residential Unit/Plot at the cost and expense of the Transferee/buyer. The Transferee/buyer undertakes not to object to METL resuming the Residential Unit/Plot or taking any legal action to recover such unpaid Price from Transferee/buyer.
- (f) In the event the Transferee/buyer fails to fulfil any of its obligations in terms of these Clauses/provisions then METL shall have the following rights (which shall be without prejudice to any other rights or remedies of METL):
- (i) METL shall have first charge over the Residential Unit/Plot and any superstructure thereon, to be recoverable either by enforcing the charge or from out of the sale proceeds of the Residential Unit/Plot as the case may be;
  - (ii) the right to suspend the infrastructure services for the Residential Unit/Plot, at the cost and consequences of the Transferee/buyer; and
  - (iii) any additional legal recourse /remedy available to METL.
3. The Transferee/buyer confirms that it has read and understood the contents of common area maintenance services agreement, water supply and services agreement and Development Control and Services Guidelines framed by METL and has entered into the sale deed after having understood all these agreements and agree to abide by the terms of the same. The Transferee/buyer further undertakes to execute the common area maintenance services agreement, water supply and services agreement and all other documents, as may be prescribed by METL and abide by the terms and conditions of the same.

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4. The Transferee/buyer represents and undertakes to do compliance with all applicable laws (including obtaining the required approvals and pay the respective charges for the same) while in occupation of the Residential Unit/ Plots and abide by all norms and conditions of licenses, zoning plan, notifications, rules, bye-laws and/or any other approval as required, under any applicable laws, and shall provide copies of all such approvals to METL, within a period of 10 (ten) days from the date of obtaining such approvals.
5. The Transferee/buyer hereby agrees and undertakes that the Transferee/buyer (itself and it shall procure and ensure that the subsequent allottees/buyers of Residential Units) shall become member of a body of the association of owners Residential Units to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. Post development of all phases/projects over the Licensed Industrial Colony, METL may, depending on the nature, scope and use of entire development and as may be required under applicable laws, form: (i) separate association/ apex body/ apex bodies for one sector; (ii) separate association/ apex body/ apex bodies for each phase; (iii) or form a single association for all of the phases. Further, in case METL forms separate associations for each of the projects, METL may form an apex body over and above all associations. Each association shall adhere to its respective bye laws and guidelines as may be formulated by METL in accordance with applicable laws. Further, each association shall be independent of the other, manage and conduct the affairs relating to respective phase and the rights, entitlements and obligations of Transferee/buyer with respect to the respective common areas and facilities. The apex body of the association of all the projects as well as separate association of each of the projects shall give right of way and further agrees that it shall not obstruct/ restrict the usage of the access/ common roads in the project(s) to METL and the general/outside public, including but not limited to their access to the other land parcels to carry out the development in future.

#### 6. MAINTENANCE OF PROJECT

- (a) METL or the maintenance agency appointed by METL will provide and maintain essential services in the Project till taking over of the maintenance of Project by the Competent Authority or the association of allottees, as the case may be, upon the issuance of the completion certificate of the Project, as the case may be.
- (b) The Transferee/buyer acknowledges and agrees that a sum equivalent to common area maintenance charges for three quarters is payable/to be deposited on account of interest free maintenance security deposit ("IFMSD") (which is payable at the rate of INR 20,000/- per Residential Unit) along with last instalment of the Price before taking over possession of the Plot and execution of sale deed. The Transferee/buyer further acknowledges and agrees that the IFMSD amount payable by the Transferee/buyer shall be entrusted/ transferred by METL to the account of the association of allottees/ Competent Authority at the time of handing over of the common areas to the association/ Competent Authority after adjusting dues of the Transferee/buyer, if any.
- (c) The Transferee/buyer agrees to enter into an agreement for the maintenance of common areas with METL or the maintenance agency appointed by METL, as may be, at the time of taking over usage/possession of the Residential Unit, for the maintenance and upkeep of the Project and undertakes to pay charges for such maintenance at the rates fixed by METL from time to time, until these are handed over to the association of allottees or the competent Government authority or any other body so appointed/ authorized by the Government. The Transferee/buyer undertakes

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to pay these charges to METL from the date of offer of possession/conditional offer of possession or commencement of common area maintenance service by METL, whichever is later, and till such time the maintenance services are handed over to the association of allottees or the competent Government authority or any other body so appointed by METL or authorized by the Government.

## 7. INFRASTRUCTURE AND ENVIRONMENT

METL would provide certain infrastructure services on use based charges or pay-and-use principles to the Transferee/buyer. The Transferee/buyer affirms and acknowledges that: (a) a separate agreement would be executed between METL and the Transferee/buyer, in relation to such infrastructure services; and (b) separate service charge(s), as decided by METL, shall be payable by the Transferee/buyer in relation to such infrastructure services.

### (a) Power

METL has obtained approval of the Competent Authority/ Government for development of electrical infrastructure for sourcing and distribution of energy to the Residential Units in its Licensed Industrial Colony. METL is developing the complete electrical infrastructure to draw the electricity, transmit to its Licensed Industrial Colony, electrical distribution network, to supply the electricity to the Residential Units.

METL shall provide last mile connectivity to the battery limits at a single point at the boundary of the Plot.

The Transferee/buyer undertakes to obtain the connection from UHBVN and pay the requisite charges for consumption of electricity and pay the energy charges as per the bills raised by UHBVN. The Transferee/buyer acknowledges that METL may, in future, obtain requisite permission/approval to distribute the electricity in its Licensed Industrial Colony at the tariff approved by Competent Authority. The Transferee/buyer agrees and undertakes to obtain supply of electricity from METL, whenever such supply/ distribution is commenced by METL or its nominated agency.

The Transferee/buyer at its own cost and its discretion may procure power from State Grid or set up own diesel generator sets (DG sets). In case of power supply from State Grid, the Transferee/buyer shall pay the necessary usage charges to the State Grid or any other power utility company for consumption of electricity. In case DG sets are used, the Transferee/buyer shall take all approvals for running of DG sets for power generation as permitted in law.

### (b) Water Supply

METL has obtained approval of the Competent Authority/Government for drawal of surface water as well as to extract the ground water. METL is developing the complete infrastructure to draw the water, to transport the water to its Licensed Industrial Colony, setup a distribution network to supply the water as well as to collect waste water, treat and supply the treated waste water to the Residential Units. The Transferee/buyer undertakes to pay the installation charges (including for the meters) to METL and the periodic user charges for such supply of fresh water, treatment of waste water and supply of treated waste water at the rates decided by METL from time to time.

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The Transferee/buyer will carry out any further treatment of water as per its own specifications and make necessary arrangements for storage of water within its premises at its own cost and expense.

Provided that in the event METL is unable to extract ground water on account of any regulatory restriction or the approval being rejected, METL shall provide alternative source of water, at Transferee/buyer's option and cost, as soon as practically possible.

In case the Transferee/buyer desires to have water supply limit more than the limit as calculated based on the plot wise norms as prescribed, it shall pay the extra cost, as determined by METL, for such excess limit.

**(c) Data Connection**

METL has an arrangement with Reliance Jio Infocomm Limited (Jio) to be the service provider for broadband, voice and data connectivity within the Project. The Transferee/buyer can seek connectivity from Jio and pay to Jio the requisite charges for such connectivity and the user charges for the services.

In case the Transferee/buyer desires to take data connectivity from an alternate service provider then METL will charge right of way charges for laying of the requisite cables or towers for such connectivity from the service provider.


**8. RIGHT TO ENTER FOR REPAIRS AND MAINTENANCE WORKS**

The Transferee/buyer shall permit officials of METL/maintenance agency/ Competent Authority to enter the Plot/ Residential Unit to ascertain that construction has been raised as per sanctioned plan and in accordance with applicable statutory provisions and to further ensure that the Plot/ Residential Unit is being used in conformity with the terms of the sale deed and the applicable laws.

**9. USAGE**

The Transferee/buyer covenants to use the Plot/Residential Unit only for residential purposes, in accordance with the terms and conditions agreed of the sale deed.

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