

ANNEXURE 'A'

[See rule 8]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20 ____,

By and Between

[If the promoter is a company]

M/S JMK Holdings Pvt. Ltd (CIN No. U70109DL2013PTC255232) (PAN- AADCJ1349P a Company registered under the Companies Act, 1956, having its registered at 13TH Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, Delhi 110001 and its corporate office at Ground Floor, Tower A, Signature Towers, South City 1, Gurugram, Haryana - 122001, [Hereinafter called the "**PROMOTER/DEVELOPER**" which expression shall mean and include its successors in business, representatives, nominees and permitted assigns] through its/ their Authorized Signatory _____ (Aadhaar No. _____) who has been authorized to sign and execute the Agreement for sale vide board resolution dated _____

AND

M/S Yohaana Buildcon LLP, an LLP incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office & Corporate Office at 326, Third Floor, C-1/3, Luxmi Tower, Naniwala Bagh, Azadpur, Delhi 110033, hereinafter referred to as the "**OWNER/CONFIRMING PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in business, representatives, nominees and permitted assigns) through its Special Power of Attorney holder _____ (Aadhaar No. _____) who has been authorized to sign and execute the Agreement for sale vide Special Power of Attorney dated 18/08/2021 registered as document no. 48 at the office of the Sub Registrar, Harsaru

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhaar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

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

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, —

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Rules made thereunder;
- (b) “**Government**” means the Government of the State of Haryana.
- (c) “**Rules**” shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “**Section**” means a section of the Act.
- (e) “**SCO Plot**” shall mean Shop Cum Office Plot.

WHEREAS:

- A. The Owner/Confirming Party is absolute and lawful owner of total land of 2.512 acres and in respect of which Licence No. 70 of 2022 has been granted/ issued by the Director Town and Country Planning, Haryana against as mentioned in the said licence situated in the revenue estate of village Harsaru, Tehsil Gurgaon, Sector-88A, Distt. Gurugram, Haryana (hereinafter referred to as the “**Land**”), vide sale deed dated 28/07/2021 registered as document no. 2532 at the office of the Sub Registrar, Harsaru and Details of the land mentioned in the said license is as under:

Detail of land owned by Yohaam Buildcon LLP

Village	Rect. No	Killa No	Area (K-M)
Harsaru	87	12min	2-16
		13min	7-18
		18min	5-17
		19min	2-2
		23/lmin	1-9
		Total	20-2
		Or 2.512 Acres	

- B. The OWNER and the PROMOTER mutually agreed to take participation of each other in the development of the 'said Land' and an agreement was executed between the parties on 18th August 2021 on terms and conditions stipulated therein.
- C. The Said Land is earmarked for the purpose of building commercial colony/ project, comprising 33 SCO PLOTS and the SCO Plot in Commercial Plotted colony shall be known in the name and style of **"Signature Global SCO 88A"** ("**Project**")
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- E. The DTCP has granted the approval/sanction to develop the Project *vide* approval dated 27.05.2022 bearing license/sanction No. 70 of 2022;
- F. The Promoter has obtained approval on the layout plan/demarcation/zoning/ /or any requisite approval for the Project as the case may be, from DTCP. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration No. _____;
- H. The Allottee had applied for SCO Plot in the Project *vide* application no. _____ dated _____ and has been allotted SCO Plot No.. _____ having area of _____ square feet, [block] as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**SCO PLOT**") more particularly described in **Schedule A** and the floor plan of the sco plot is annexed hereto and marked as **Schedule B**);
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the SCO Plot).

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the SCO Plot/ for commercial usage
- 1.2 The Total Consideration of plot for commercial is ` _____ (Rupees
_____ only)

Details of Shop-cum-Office Plot

<u>Name of Project</u>	
Plot No. and detail	

Block No	
Area in Sq. mtrs and Sq. Yards	
Address of Plot	

Breakup And Description of Total Consideration		
Charge Heads	Amount(Rs.)	Tax if applicable (Rs.)
Basic Plot Cost (BPC)		
Preferential Location Charges (PLC), if applicable		
Possession Charges	Charges as applicable at the time of offer of possession as the same cannot be ascertained as of now.	
Power Backup charge		
Interest Free Security Deposit		
Switching station charges,		
Internal Electrification Charge(IEC)		
External Electrification Charge(EEC)		
Advance Maintenance Charges for 1 (one) year		
Stamp Duty and Registration Charge payable to the concerned authority		
Administrative Charges for sale/conveyance deed execution and registration		
Total (Rs.)		

- (i) The Total Consideration as mentioned above includes the booking amount paid by the allottee to the Promoter towards the SCO Plot .
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the SCO Plot paid/payable by the Promoter up to the date of handing over the possession of the SCO Plot to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification:

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective
 - (ii) It is understood by the Allottee(s) that 10% of the Total Consideration together with the interest on unpaid installments and interest on delayed payments besides invoiced taxes, if applicable, shall be construed, considered and treated as "**Earnest Money**", to ensure the performance, compliance and fulfillment of his/ her/ their obligations under this Application/ Allotment Letter/ Agreement for Sale. The Earnest Money shall be payable by the Allottee(s) and will include Booking amount paid by the Allottee (s) at the time of making the Application for booking of the SCO Plot (subject to realization).
 - (v) The Total Consideration of SCO Plot includes recovery of Consideration of land, development of SCO Plot but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to areas, and includes cost for providing other facilities, amenities and specifications to be provided within the SCO in the Project.
- 1.3 The Total Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned architect control sheet and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Commercial plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- Provided that the said Land in the Commercial Plotted Colony may be modified by way of addition/ deletion of land parcels forming part of Commercial Plotted Colony in future including addition of land parcels for granting passage/ entry/ exit in the Commercial Plotted Colony and to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the DTCP and/or any other Government Authority(ies)/ Competent Authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder
- 1.7 The Promoter shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential

services as mandated by Rules and Regulation of competent authority is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total Consideration payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the SCO Plots mentioned below:

- (i) The Allottee shall have exclusive ownership of the SCO Plot
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his SCO Plot subject to prior appointment and following safety norms.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the SCO Plot to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the SCO Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of. _____ (Rupees _____ only) as booking amount being part payment towards the SCO Plot at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Consideration of the Plot for commercial usage as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____', payable at _____

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if resident 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 statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said SCO Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5.TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the SCO Plot to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The promoter shall obtain the CC on or before 31/07/2023.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

6.1 The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the project(s) where the said SCO Plot is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Building Code, 2017 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 The Allottee agrees and undertakes that they shall carry out construction over the SCO

Plot, strictly in accordance with the approved building plans and other approvals from the concerned authority/ies and shall not encroach upon or occupy any Common Areas or any other area outside the SCO Plot. The Allottee (s) shall use the SCO Plot only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the SCO Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the SCO Plot and/or to any SCO Plot(s) above, below or adjacent to the SCO Plot and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities/ Association of Allottees and prior notice thereof shall be given to the Association of Allottees/ the Maintenance Agency/ the Competent Authority, as the case may be. If the Allottee fails to complete construction of a SCO Building in accordance with the Standard Architectural Control Sheet within Two Years of taking possession of the SCO Plot in accordance with Agreement, he/ she/ they shall be liable to pay penalty from the day following expiry of Two Years calculated per month at the rate of Rs. 500/- per square meter of the SCO Plot along with maintenance charges that may become due and payable till completion of construction. Further, the Allottee shall make sure that during construction over the said SCO Plot and/or otherwise, no damage should happen

to the Project and/or to any development works including but not limited to roads, street lights, water pipes, etc. of the Project, however, in case of any such damage (which may happen intentionally or unintentionally) the applicable charges including penalty, as decided by the Promoter time to time, shall be payable by the Allottee to the Promoter/ Maintenance Agency/ Association of Allottees, as the case may be. If the Allottee(s) fails to pay the amount of penalty or maintenance charges as mentioned above, the allottee(s) hereby agrees, authorize/ empower the Promoter to deduct from the Security Deposit. The Promoter, may, at its sole discretion, deduct from the Security Deposit such sums that are payable by the Allottee(s) as demanded by the Promoter

- 6.3 The Allottee confirms having understood and further acknowledges that Promoter shall carry out the internal development within the Project. In the event the Competent Authorities are not able to provide such external facilities by the time the SCO Plot is handed over to the Allottee (s), then the Allottee (s) agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ Vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/Association of Allottees/Maintenance Agency.

7. POSSESSION OF THE SCO PLOT

- 7.1 **Schedule for possession of the said SCO Plot-** The Promoter agrees and understands that timely delivery of possession of the SCO Plot to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the SCO Plot as per agreed terms and conditions by 31/07/2023, unless there is delay due to “*force majeure*”, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the SCO Plot

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims

etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations, liabilities under this Agreement and the promoter shall obtain the CC on or before 31/07/2023.

7.2 Procedure for taking possession of SCO PLOT—

The Promoter, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the colonizer/promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/provision of services by the colonizer/part completion certificate in respect of commercial plotted development for Commercial usage/)] at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Commercial Colony at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be

7.3 Failure of Allottee(s) to take Possession of SCO PLOT

Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Promoter the Allottee shall take possession of the SCO Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the SCO Plot to the Allottee(s) as per the terms and conditions of the Agreement. In case the Allottee(s) fails to comply with the essential documentation, undertaking etc. and/ or fails to take possession within the time provided, then (i) the Allottee(s) shall continue to be liable to pay the specified dues (including the maintenance charges as applicable and delay charges); and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the SCO Plot until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and delay charges as may be applicable thereon, have been fully paid. Maintenance charges with respect to the SCO Plot shall be applicable and payable by the Allottee (s) with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the SCO Plot has been taken or not by the Allottee(s).

The allottee (s) shall before taking possession of “Plot” must clear all the dues against the allotted “Plot” and have the Conveyance Deed for the said “Plot” executed in his/her favour by the Promoter after paying stamp duty, registration fee and other charges/expenses. In case the Allottee (s) fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within 90 days of the notice for possession, or is in any manner in breach of Agreement, such Allottee (s) shall be liable to pay holding charges from 91st day calculated per day at the rate of Rs. 500/- per square meter of the SCO Plot along with maintenance charges that may become due and payable.

7.4 Possession by the Allottee(s)—

After obtaining the completion certificate in respect of SCO Plot or approved Demarcation Plan cum lay out plan /provision of the services by the colonizer/promoter, duly certifying/part completion, in respect of a Commercial plotted colony, as the case may be and handing over the physical possession of the SCO Plot to the Allottee(s), it shall be the responsibility of the

Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee(s) –

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the Allottee(s) to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within ninety days of such cancellation.

8 ["Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation —

The promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.";

Except for occurrence of a "*force majeure*", Court orders, Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the SCO Plot.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the SCO Plot any other usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the SCO Plot for Commercial usage, which shall be paid by the promoter to the Allottee(s) within ninety days of it becoming due.

[In case obligation is not complied with by the promoter

- (i) the authority shall order to return the total amount received by the promoter in respect of the SCO Plot, with interest at the rate prescribed in the Rules in case the Allottee(s) wishes to withdraw from the project.
- (ii) in case Allottee(s) claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the Allottee(s) does not intend to withdraw from the project the authority shall order the promoter to pay the Allottee(s) interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the SCO Plot.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is encumbrances upon the said Land or the Project in favour of Vistra ITCL India Limited acting on behalf of Indusind Bank;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the SCO Plot for commercial usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the SCO Plot and for common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said SCO Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said SCO Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the SCO Plot to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of SCO Plot has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 10.1 Subject to the “*force majeure*”, Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide possession of the developed SCO Plot to the Allottee(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.
 - (ii) Discontinuance of the Promoter’s business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 10.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is/are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the SCO plot, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the SCO Plot for commercial use which shall be paid by the promoter to the Allottee(s) within ninety days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the SCO Plot in favour of the Allottee and refund the money paid to him by the Allottee(s) by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee(s) to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee(s) shall be returned by the promoter to the Allottee(s) within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.[In case the obligations as above are not complied with either by the allottee(s) or the promoter, the authority may issue suitable directions.]

11. CONVEYANCE OF THE SAID SCO PLOT:

The promoter on receipt of total Consideration of the plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the SCO Plot for which possession is granted to the Allottee(s).

Provided that, the SCO Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

12. MAINTENANCE OF THE SAID SCO PLOT :

12.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee(s) or competent authority, as the case may be, upon the issuance of the part completion certificate/completion certificate of the project, as the case may be.

- 12.2 The Allottee(s) shall pay the Maintenance Charges as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoter or the Association of Allottees. Allottee/allottees further acknowledge, understand, agree and undertake to pay all charges on actual basis towards electricity, water and sewerage connection, electricity and water meters, if any, maintenance charges for upkeep and

maintenance of various common services and facilities (including internal maintenance of the said commercial plot) etc.

- 12.3 The Allottee(s) shall be liable to pay 3% of the Total Consideration of the Commercial Plot as **Interest free Refundable Security Deposit** ("Security Deposit") to the Promoter towards Security against the damage to the roads, facilities, amenities, common areas and services constructed in the Plotted Colony and to complete construction of a SCO Building in accordance with the Standard Architectural Control Sheet within Two Years of taking possession of the SCO Plot in accordance with Agreement. This Security Deposit is in addition to the Total Consideration Payable by the Allottee(s).

In case, the allottee(s)/association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

13. DEFECT LIABILITY

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

Provided that for any such defect which results from/induced by (i) the Allottee(s), by means of wrong execution/construction or architectural changes from the original specifications/approved standard control sheet designs; or (ii) any act, omission or negligence attributable to the Allottee(s) or non-compliance of any Applicable Laws by the Allottee(s); or (iii) Ordinary wear and tear in due course; or (iv) any defect arising out of fixtures, fittings in the SCO Building and/or the building that has been constructed by the Allottee(s) are not attributable to the Promoter, no liability shall be placed on the Promoter for the same.

- 13.2 The Promoter will endeavour to resolve the notified demarcation related defect within 90 (ninety) business days without further charge. In case it takes longer than 90 days, the Promoter will notify the Allottee(s) or the Association of Allottees and the Promoter and Association of Allottees shall jointly agree to additional time period for rectification of such defect. The Allottee(s) hereby agrees on such additional time/extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the RERA Act and/ or otherwise under the Applicable Law

14. RIGHT TO ENTER THE SCO Plot/SCO BUILDING FOR REPAIR

The Promoter/Maintenance Agency/Association of Allottees/Competent Authority shall have rights to access the SCO Plot/SCO Building for inspection in case the services of the Project are affected/hindered towards maintenance services of the Project due to usage of facilities in the SCO Plot/SCO Building over it, after giving due notice and entering the premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify any such defect(s).

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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Signature Global SCO 88A, Harsaru shall be as per approved plan.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SCO PLOT:

- 16.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the SCO Plot for Commercial usage, in good repair and condition and shall not do or suffer to be done anything in or to the Building, SCO Plot or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the SCO Plot and keep the SCO Plot for commercial usage its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. , the allotted plot shall not be used in a way which would a cause/source of nuisance to the neighbors and/or general public and or is detrimental/prejudice to interest/environment of the Complex/Project. Further, the allottee(s) would not do any act or action, which are prejudice to the general safety, structural stability of the building and would follow the general building regulations and directions. This is a condition precedent of allotment and execution and registration of conveyance/sale deed.
- . 16.2 The allottee (s) understands that the present Application and Allotment is non-transferrable/ non-assignable. Subject to the applicable Law, the permission to allow transfer/ assignment/ nomination/ substitution shall be at the sole discretion of the Promoter, which may grant or refuse such permission. The Promoter shall charge an administrative charge/transfer Charge calculated at the rate of Rs. 1000/- per sq. mtrs or as may be decided by the Promoter from time to time, for such transfer/ assignment/ nomination/ substitution and the transfer/ assignment/ nomination/substitution shall be effected in a manner and as per procedure as may be formulated by the Promoter. The Allottee(s) and the transferee/ assignee/ nominee/ substitute shall be required to submit such necessary documents in the formats as may be required by the Promoter for such transfer/ assignment/ nomination/ substitution. Any transfer/ assignment/ nomination/ substitution by the Allottee (s) without the prior permission/ approval of the Promoter shall be treated as null and void and such transfer/ assignment/ nomination/ substitution shall not be binding upon the Promoter. Further, the Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the allottee (s) in violation of the agreement shall be a default on the part of the Allottee (s) entitling the Promoter to cancel the Agreement to Sale and to avail remedies as set forth in the Agreement .
- 16.3 The Allottee(s) shall, after taking over possession of the SCO Plot, be solely responsible to construct the SCO Building strictly in accordance with the approved Architectural Control Sheet and approved building plan by the Town and Country Planning Department, Government of Haryana, Fire Office and any other concerned competent authority from time to time and adhering to the defined architectural control guidelines agreed and accepted in the present Agreement and maintain the said SCO Plot/ SCO Building in the said Project at his/ her/ their own cost, in a good condition and shall not do or cause to be done anything in or to the said SCO Plot/ SCO Building or the common passages corridors, circulation areas, or the compound, roads within the Project, Parking Areas, open spaces, services & infrastructural facilities provided for the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the SCO Plot/ SCO Building. It has been further agreed by the Allottee(s) to keep the SCO Plot/ SCO Building, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good, tenable and proper condition. In case of any violation of this Agreement by the Allottee(s), the Allottee(s) shall indemnify the Promoter, its directors, agents, servants, employees and representatives for any/ all such loss/ damage suffered, due to such violation and be further liable for any liability that may arise from the Maintenance Agreement.
- 16.4 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Residential Independent Floor and parking or place any heavy material in the common passages or staircase of the

Building. The promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the project.

- 16.5 The allottee (s) undertakes to abide by all Bye laws, laws, rules and regulations including the “Haryana Shops & Establishments Act”, or any other law as may be made applicable to the said “Plot”. Any lapses on account of this if results in any financial implications that would be to allottee’s account.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by competent authority.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

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

Details of approvals/ compliances to be provided: -

- (A) _____ ;
- (B) _____ ;
- (C) _____ ;
- (D) _____ ;
- (E) _____ ;

21. BINDING EFFECT:

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

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s)

without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.

22. ENTIRE AGREEMENT:

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

24. RIGHT TO AMEND:

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

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

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

26. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

27. SEVERABILITY:

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

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

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

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in _____ after the Agreement is duly

executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at _____. Hence this Agreement shall be deemed to have been executed at _____.

31. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

32. JOINT ALLOTTEES:

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

33. SAVINGS:

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

34. GOVERNING LAW:

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

35. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 days, failing which the courts at Gurugram, Haryana including Authority setup under the RERA Act/RERA Rules in Gurugram, Haryana and Punjab

& Haryana High Court at Chandigarh shall have exclusive jurisdiction

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s): (including joint buyers)

- (1) Signature _____
Name _____
Address _____
- (2) Signature _____
Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Confirming Party:

(1) Signature (Special Power of Attorney Holder) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' -PLEASE INSERT DESCRIPTION OF THE SCO PLOT

SCHEDULE 'B' -FLOOR/SITE PLAN SCO PLOT

SCHEDULE 'C' -PAYMENT PLAN

SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SCO PLOT

SCHEDULE 'E' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

SCHEDULE 'A' - DESCRIPTION OF THE SCO PLOT

SCHEDULE 'B' -FLOOR/SITE PLAN SCO PLOT

SCHEDULE 'C' -PAYMENT PLAN

PAYMENT PLAN

(Timely Linked Payment Plan)

Sl. No.	Particulars	Description
1	On Booking or Clearance of Cheque whichever is earlier	9 % of Total Consideration of Plot
2	Within 15 days from the date of submission of Application Form	Execution and Registration of the Builder/ Buyer Agreement/Agreement to Sale
3	Within 45 days from the date of clearance of Cheque	21% of Total Consideration of Plot
4	Within 6 month from the date of booking or clearance of Cheque, whichever is earlier	20 % of Total Consideration of Plot
5	On offer of Possession	50% of Total Consideration of Plot + Possession Charges (Mentioned in Break up and Description Consideration)

*Note: The Allottee shall be liable to execute and get registered the Agreement to Sale / Builder Buyer Agreement/ BBA as well as to pay the said amount. The Payment Plan/Schedule may be preponed if the Completion Certificate /part Completion certificate is received. In case of failure to pay the same within the timeline mentioned in the letter issued for such Allotment, the Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rule, 2017 as prescribed.

The Company shall not demand any amount in excess of 10% to the total sales consideration, prior to the execution of Builder Buyer Agreement/Agreement to sell.

SCHEDULE 'D' –
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SCO PLOT)

SCHEDULE 'E' –

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) [The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

