

PLOT BUYER AGREEMENT

This plot buyer Agreement ("**Agreement**") is executed on this [●] day of [●], [●] at Kalka

BY AND AMONGST

M/s. Trident Hills Private Limited (formerly known as **Ireo Fiveriver Private Limited**) (**CIN: U45200DL2007PTC160318**), a company incorporated under the Companies Act 1956 having its registered office at 310, Prakashdeep Building, 7 Tolstoy Marg, New Delhi - 110001 through its authorized signatory, Mr. _____- _____ (hereinafter referred to as the "**Promoter**" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the FIRST PART;

AND

[If the Allottee is an Individual]

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

[OR]

[In case of Joint Allottees/ Co-Allottees]

(1) Mr./Ms. _____, (Aadhar no. _____)
son/daughter/wife of _____, aged about _____
years, resident of _____, (PAN _____);

and

(2) Mr./Ms. _____, (Aadhar no. _____)
son/daughter/ wife of _____, aged about _____ years, resident of _____, (PAN _____),

[OR]

[If the Allottee is an HUF]

Mr. _____, (Aadhar no. _____)
son of _____ aged about _____ years, 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) of the
SECOND PART;

[OR]

[If the Allottee is a company]

_____, (CIN _____) 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 authorized
signatory, _____, (Aadhar no.
_____) duly authorized vide board resolution dated
_____, hereinafter referred to as the "**Allottee**" (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and include its successor-
in-interest, and permitted assigns) of the SECOND PART;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian
Partnership Act, 1932, having its principal place of business
at _____, (PAN _____), represented by its
authorized partner _____, (Aadhar
no. _____) authorized
vide _____, 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) of the SECOND PART;

Being the joint-allottees/ co-allottees and hereinafter collectively called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART;

Whenever the Allottee is a female, the expression "he", "him", "himself" etc., in this Agreement in relation to the Plot shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a joint stock promoter, body corporate or a firm or any Association of Persons and whenever there are more than one Allottee, the expression Allottee in the Agreement shall be construed as including each of such Allottees and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

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

INTERPETATIONS / DEFINITIONS:

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto-

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- (b) "**Booking Amount**" shall mean 10% (ten percent) of the Total Price of the said Plot.
- (c) "**DTCP**" shall mean Director Town and Country Planning, Haryana.
- (d) "**EDC**" shall mean external development charges and shall include interest thereon.
- (e) "**Force Majeure**" means any event or combination of events or circumstances beyond the control of the Promoter which cannot, by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Agreement, which shall include but not be limited to:
 - i. acts of God i.e. fire, drought, flood, earthquake, epidemics, pandemics, endemics, restrictions or lock-down imposed on account of any epidemics, pandemics, endemics, natural disasters;

- ii. explosions or accidents, air crashes and shipwrecks, act of terrorism;
 - iii. strikes or lock outs, industrial dispute;
 - iv. non-availability, inability to procure any men or material or general shortage of energy, labour, equipment, facilities, materials or supplies, cement, steel or other construction material, failure of transportation, whether due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any other reason whatsoever; e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - v. Change in any applicable laws, rules, guidelines or the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, or order by a competent court of law, or any order, direction, instruction or clarification from any governmental authority, any legislative change, policy change or otherwise any competent authority action that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement;
 - vi. any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project or part thereof or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - vii. delay in grant of any approvals, permissions or licenses by any competent authority.
 - viii. any event or circumstances analogous to the foregoing.
- (f) "**Holding Charges**" shall mean the additional charges payable by the Allottee to the Promoter in the event it fails/ delays in taking possession of the said Plot when offered for possession under the terms of this Agreement and shall be calculated at the rate of Rs.100/- (Rupees One Hundred only) per square yard/ Rs.119.6/- (Rupees One Hundred and Nineteen and Paise Sixty only) per square meter per month of the area of the said Plot.
- (g) "**HRERA**" shall mean Haryana Real Estate Regulatory Authority.
- (h) "**IDC**" shall mean the infrastructure development charges and shall include interest thereon.
- (i) "**IFMSD**" means the interest free maintenance security deposit at the rate specified in Clause 11.3 payable by the Applicant(s) to the Promoter or to the Maintenance Agency for the maintenance and upkeep of the common areas and facilities of the Project.

- (j) **"Interest"** means the interest payable either by the Promoter to the Allottee or by the Allottee to the Promoter, as the case may be, at such rate which shall be highest marginal cost of lending rate of the State Bank of India plus 2% or such other rate as is provided under the terms of the Act/Rules or approved by HRERA.
- (k) **"Maintenance Agency"** shall mean the society, association or body corporate, by whatever name called, that may be engaged by the Promoter to provide maintenance services in respect to the Project.
- (l) **"Maintenance Agreement"** shall mean the maintenance agreement to be executed by the Allottee with the Promoter/Maintenance Agency in accordance with the terms of this Agreement.
- (m) **"Maintenance Charges"** shall have the meaning ascribed to it in clause 11.2 of this agreement.
- (n) **"Para"** means of Para of this Agreement.
- (o) **"Regulation"** means the Regulation made under the Act.
- (p) **"Rules"** means the Haryana Real Estate (Regulation and Development) Rules 2017.
- (q) **"RWA"** shall mean the residents welfare association formed in relation to the Project.
- (r) **"Schedule"** means the Schedule attached to this Agreement. and
- (s) **"Section"** means the section of the Act.
- (t) **"Zoning Plan"** shall have the meaning as ascribed to it under the Punjab Scheduled Roads and Controlled Areas Restriction or Unregulated Development Rules, 1965.

WHEREAS:

- A.** Various entities as specified in **Annexure-B** (hereinafter referred to as the "Land Owners" are the collective owners of a parcel of land admeasuring about _____ acres located in revenue estate of Village Islamnagar in Sector 4 and 4A of Pinjore-Kalka Urban Complex, District Panchkula, Haryana (hereinafter referred to as the "**Said Land**").
- B.** The Said Land is earmarked for the purposes of development of an integrated residential plotted colony under "New Integrated Licensing Policy" (NIPL) Policy-2022 as a part and parcel of a project known as "**Trident Hills**" in revenue estate of Village Islamnagar in

Sector 4 and 4A of Pinjore-Kalka Urban Complex, District Panchkula, Haryana (hereinafter referred to as the "**Project**").

- C.** The Promoter and the Land Owners have entered into development agreement(s) having details as specified in **Annexure-C** duly registered at the office of the Sub-Registrar (hereinafter referred to as the "**Development Agreements**" and more particularly described in the **Annexure-C** attached hereto). By virtue of the Development Agreements, and power of attorneys of even dates executed in pursuance thereto, the Promoter has acquired rights for development of the Said Land and the Promoter is fully entitled, authorized and competent to carry out development and marketing of the same and to sell/ book/ allot the same, to enter into agreements of sale/ allotment and to receive sale consideration in the Promoter's name and to execute sale/ conveyance deeds in respect thereof on completion. Legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is constructed/ to be constructed is complied with.
- D.** The Directorate of Town and Country Planning, Haryana has granted license bearing No. _____ dated _____ (hereinafter referred to as the "**License**") for promotion and development of an integrated residential plotted colony on the Said Land.
- E.** The Promoter has obtained approval on the layout plan, and other approvals from the 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 and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the Act, with HRERA having registration number _____ dated _____.
- G.** The Allottee, has applied for a residential plot in the Project and pursuant thereof the Allottee has been allotted a plot more fully described in **Schedule-I** hereof (referred to as the "**said Plot**").
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** The rules, regulations and laws applicable to the Project and the obligations and limitations of the Allottee in respect thereof have been explained by the Promoter and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. The Allottee acknowledges and confirms that the Promoter has readily provided all information/clarification as required by him/her/it/them and he/she/it/they

has relied solely on his/her/its/their own judgment and investigation in deciding to enter into this Agreement and to purchase the said Plot.

- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot as specified in Recital G and the Schedule A hereto.

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 said Plot as specified in Recital G.
- 1.2 The total price of the plot for residential usage is as specified in **Annexure-A** of this Agreement.

Explanation:

- (i) The Total Price includes the Booking Amount paid by the Allottee to the Promoter towards the said Plot.
- (ii) The Total Price includes taxes (Goods and Service Tax or any other similar taxes/fees/charges/levies etc which are presently levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of handing over possession of the said Plot or the date of registration of conveyance deed of the Plot in favour of the Allottee, whichever is earlier. Provided however that the Total Price does not include taxes (Goods and Service Tax or any other similar taxes/fees/charges/levies etc. in connection with the development of the Project payable by the Promoter, by

whatever name called) in case the same is/ are levied retrospectively after the date of handing over possession of the said Plot or the date of registration of conveyance deed of the Plot in favour of the Allottee, whichever is earlier. In case the same are levied in future retrospectively, then the same shall be separately payable by the Allottee.

Provided further 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/reduced based on such change/ modification.

Provided further that if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of part completion/ completion of the Project as per registration with HRERA, which shall include the extension of registration, if any, granted to the said Project by HRERA, as per the Act, the same shall be charged from the Allottee only if such increase/ extension is on account of (i) any reason which is not solely attributable to the Promoter; or (ii) due to any Force Majeure event; or (iii) due to any change in legislation, change in policy or any clarification issued by the competent authority.

- (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;
- (iv) The Total Price of the said Plot includes recovery of price of Said Land, development of not only of the said Plot but also of the common areas and facilities of the Project, IDC, infrastructure augmentation charges, EDC, taxes/ fees/ levies etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Plot.
- (v) It is made clear between the Parties that as per license condition development/ construction and acquisition cost of (major) internal roads having width of 24/ 18 M are not included in the rates of External Development Charges specified hereinabove and the proportionate cost for acquisition of land, if any, along with the construction cost of the said roads shall be borne and payable by the Allottee(s), as and when finalized and demanded by the Department of Directorate of Town and Country Planning, Haryana or any other competent authority in this regard.

- (vi) The Allottee shall always be responsible and liable for the payment of all municipal taxes, property tax, value added tax, Goods and Service Tax, enhancement of EDC/IDC etc., wherever applicable and any other third party/ statutory fee/ taxes/ charges, including enhancements thereof, even if they are retrospective in effect as may be levied on the Promoter or the Project, as determined by the Promoter /Maintenance Agency. All such amount shall be payable on demand either to the Promoter or the Maintenance Agency as the case may be.
- (vii) Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Plot, or where the Promoter has given its permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee against the said Plot, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee and any such third party shall not have any right against the said Plot or under this Agreement whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee. Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
- (viii) The Allottee may obtain finance/loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Plot. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoter in accordance with the Payment Plan on the grounds of the nonavailability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.
- (ix) Furthermore, in every case where the Allottee has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon the Promoter shall be entitled to terminate this

Agreement at the written request of such bank, financial institution or person from whom such loan has been obtained.

- (x) The Total Price does not include, stamp duty, registration and other incidental charges, which shall be payable by the Allottee in accordance with the provisions mentioned in this Agreement.
- (xi) Apart from the above internal services, if any external and/or peripheral services are provided by the Central/State Government or local authority for the Project, in future, the same shall also be payable by the Allottees proportionately in addition to the Total Price.
- (xii) In addition to the above mentioned, if any other demands are raised by the Government of Haryana or any other authority, with a view to recover the cost of development for any sector roads, state/national highways, transport, irrigation facilities, power facilities, environment conservation schemes, welfare or special project/ scheme, etc., or in the nature of infrastructure charges and/ or by whatever name called, the Allottee agrees to pay the same on demand to the Promoter.
- (xiii) In case any of the above demands has been made by the concerned authority after the execution of the conveyance deed in favour of the Allottee, the same shall be treated as unpaid part of the Total Price of the said Plot and the Promoter shall have the first charge/lien on the said Plot to the extent of such unpaid amount.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges/ EDC/IDC payable to the competent authority and/or any other increase in taxes, GST or 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, GST or 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 and/or taxes after the expiry of the scheduled date of completion of the Project (which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act) as per registration with the Authority, the same shall not be charged from the Allottee if such increase/ extension is (i) owing to any reason which is not solely attributable to the Promoter; or (ii) due to any Force Majeure event; unless such imposition is retrospective in nature and pertains to the period prior to scheduled date of completion of the project (including extension thereof) as specified hereinbefore. It is clarified that in case of any

new imposition or increase of development charges and/ or taxes which is retrospective in nature, the same shall be charged from the Allottee(s).

- 1.4 The Allottee shall make payment as per the Payment Plan as set out under **Annexure-E** hereof ("**Payment Plan**").
- 1.5 It is agreed that the Promoter may make additions or alterations as may be required by the Authority or under the applicable provisions of the Act and Rules.
- 1.6 The Promoter shall confirm the area of the said 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 Price payable for the area of the said Plot 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 Interest, 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 said 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 **Annexure-E**. All these monetary adjustments shall be made at the same rate per square meter/ per square yard as provided under **Annexure-E** of this Agreement.
- 1.7 Subject to Clause 10, receipt of full sale consideration of the said Plot by the Promoter, registration of conveyance deed in respect of the said Plot and other terms of this Agreement, the Promoter agrees and acknowledges, that the Allottee shall have the right to the said Plot as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Plot;
 - (ii) The Allottee(s) shall also have limited rights of ingress, egress and use of the roads, streets, green areas, the boundary wall, gates, regulated entry to the Project in accordance with such rules and regulations as the Promoter/Maintenance Agency may frame from time to time. Except the land under the said Plot, all other lands including but not limited to the lands under common areas and facilities, commercial area including the club, amenities etc. within the Project are specifically excluded from any ownership rights or interests of the Allottee in any manner whatsoever. The Allottee shall use the common areas along with other occupants, maintenance agency/ staff etc. without causing any inconvenience/ hindrance to them. It is clarified that the common areas and facilities shall be handed over to the Competent Authorities after obtaining part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate from the Competent

Authority as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975;

- (iii) To assess the extent of development of the Project or the said Plot, the Allottee(s) may visit the said Project. The Allottee shall be required to give at least two working days prior written notice to the Promoter. If the Allottee decides to take such visit, he/she shall take due care and caution while such visit at the Project site. The Promoter shall, in no way, be held liable/responsible for any accident, fall of object, miss happening etc. caused to the Allottee or his accompanying persons while visiting the Project site. Further, the visit of children is strictly prohibited at the site.

- 1.8 The Promoter agrees to pay all outstanding payments payable by the Promoter before transferring the physical possession of the said Plot to the Allottee, which it has collected from the Allottees for payment of outstanding (including land cost, ground rent, municipal or other local taxes, 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 amounts collected by it from the Allottee(s) for the aforesaid purposes, or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable.
- 1.9 The Allottee has paid the Booking Amount being part payment towards the Total Price of the said Plot, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Plot as prescribed in the Payment Plan and/or as per the demands raised by the Promoter within the time and in the manner specified therein. 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 Rules.
- 1.10 **Tax Deduction at Source** - The Allottee is aware that the Allottee has/ have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment and/ or credit such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments as per the Payment Plan and/or on written demands by the Promoter, within the stipulated time as mentioned in the

Payment Plan through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable). The Allottee(s) shall make all payments through (i) cheque/demand draft(s)/electronic bank transfer in favour of such account as mentioned in **Annexure-A** and in accordance with specifications provided therein. All payments made in this manner shall be subject to encashment. It is specifically clarified to the Applicant that if any amount towards Total Price and any taxes, Cess/ fees/ charges/ levies etc. by whatever name called towards the required to be paid by the Applicant on the demand being raised by the Promoter is not deposited in the designated Account as specified in **Annexure-A** in respect of the Project then it will not amount to a valid discharge of Applicant's obligation to pay the sale consideration or part thereof under the Plot Buyer Agreement/ Agreement to Sell to purchase the Plot. In case the Applicant(s) default(s) in the payment of any installment or any other charges, then the Promoter is not under any obligation to send any demand letter or other reminder for payment of installment and/or other charges due, but not paid by the Applicant(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, 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 and undertakes that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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 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 necessary formalities if any 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 Plot

applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the said Plot, if any, in his/her/their name and the Allottee agrees and undertakes not to object/demand/direct the Promoter to adjust the payments in any manner. The Allottee agrees that the Promoter shall adjust all the amounts received from the Allottee first towards interest on overdue instalments and only thereafter towards the previous/ overdue instalments or any other outstanding demand and finally the balance, if any, would be adjusted towards the current instalment or current dues towards which the payment has been tendered.

5. TIME IS ESSENCE:

- 5.1 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 said Plot to the Allottee and the common areas to the Maintenance Agency or the competent authority, as the case may be.
- 5.2 Likewise, the Allottee agrees and bounds himself/herself/itself to abide by the time schedule for payment of the Total Price/Balance Amounts as per the Payment Plan and/or the demands raised by the Promoter time to time, failing which the Allottee shall be held to be in default of this Agreement. The Allottee agrees and acknowledges that timely payment of the Total Price/Balance Amounts and similarly payment of the respective total prices by all other allottees is the primary condition for the Promoter to complete the development of the Project and handover the said Plot to the Allottee.
- 5.3 Timely Payment of the instalment/ amounts due shall be of the essence of this Agreement. If payment is not made within the period as stipulated and or the Allottee commits breach of any of the terms and conditions of this Agreement, then this Agreement shall be liable to be cancelled. In the eventuality, the Booking Amount along with the charges towards taxes, levies, penalties interest, brokerage etc. if any shall be liable to be forfeited and the balance, if any, would be refundable without interest. In any case, all the dues, whatsoever, including interest, if any, shall be payable before taking possession of the said Plot.
- 5.4 In exceptional circumstances, the Promoter may, in its sole discretion, condone the delay in payment and the Allottee by charging Interest on the amount of default. In the event of the Promoter waiving the right of forfeiture and accepting payment with interest, no right, whatsoever, would accrue to any other defaulting plot buyers.

6. DEVELOPMENT OF THE PROJECT

- 6.1 The Allottee has seen the proposed Layout Plan, Zoning Plan, amenities and basic facilities regarding the Project in which the said Plot is located and accepted the Site Plan and Payment Plan and the amenities and facilities etc. which have been approved by the competent authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the approved Layout Plans, terms and conditions of the license/ allotment as well as registration of RERA and all applicable laws. 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 bye-laws, FAR and density norms and provisions prescribed under the relevant laws of the State of Haryana and shall not make any variation/alteration/modification in such plans, other than in the manner as provided under the Act and Rules or as per the approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID PLOT

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

The Promoter assures to hand over possession of the said Plot by the date specified in **Annexure-A** unless there is delay or failure due to Force Majeure affecting the regular development of the Project. If the completion of the Project is delayed due to the Force Majeure, court orders, government policy guidelines, decisions affecting the regular development of the Project then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Plot.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Agreement and allotment of the said Plot may be terminated by the Promoter for which the Promoter shall be entitled to give prior intimation to the Allottee. In the event of such termination, the Promoter shall refund to the Allottee the entire amount received by the Promoter (subject to deduction of taxes, and other outgoing charges already paid by the Promoter to the concerned authorities and the penalty charges, if any paid by the Allottee on account of his default under this Agreement) within 90 days from the date from when the Project becomes impossible to be implemented without any

interest therein. The Promoter shall intimate the Allottee about such impossibility of performance which led to such termination, at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the part occupancy certificate/ occupancy certificate/ part completion certificate/ completion certificate from the competent authority shall offer in writing the possession of the said Plot, to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of offer of possession.

The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Agency, as the case may be from the date of offer of possession of the Plot.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of Zoning Plan and part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate in respect of Project 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 to take possession of the said Plot** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the said Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Plot to the Allottee in accordance with the terms of this Agreement. In case the Allottee fails to comply with the essential documentation/ furnishing undertaking etc., or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay Maintenance Charges, Holding Charges and other charges including govt. dues, taxes, cesses or any other charges etc. from the date of offer of possession by the Promoter. Provided however that notwithstanding the foregoing and/ or any other provisions of this Agreement, failure of the Allottee to take possession of the said Plot shall be deemed to be a default under clause 9.3 and the Promoter shall be entitled terminate the Agreement.

- 7.4 **Possession by the Allottee-** After obtaining the part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate and handing over the physical possession of the plots to the allottee(s), it shall be the responsibility of the

Promoter to hand over the necessary documents and plans to the association of allottee(s) or the competent authority, as the case may be.

- 7.5 **Cancellation by the Allottee**– The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project , the Promoter herein is entitled to forfeit the Booking Amount and Interest component on delayed payment (payable by the Allottee for breach of the Agreement and non-payment of any dues payable to the Promoter) along with all the charges paid towards taxes, levies, govt. dues, interest, penalty, cess, duties to the concerned department / authority in respect of the said Plot, as on the date of termination. The balance amount of money paid by the Allottee (subject to deduction of taxes and other outgoing charges already paid by the Promoter and the penalty charges, if any) shall be returned by the Promoter to the Allottee without interest within 90 (ninety) days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the said Plot is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

- 7.7 Except for occurrence of a Force Majeure, if the Promoter fails to complete or is unable to give possession of the said 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 its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason solely attributable to the Promoter; the Promoter shall be liable, on demand to the Allottee, in case the Allottee 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 said Plot with Interest (or interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee Interest (interest at the rate prescribed in the Rules) for every month of delay, till the offer of the possession of the said Plot, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND THE LAND OWNERS

8.1 The Promoter and the Land Owners hereby represent and warrant to the Allottee as follows:

- i. The Land Owners have clear and marketable title with respect to the Said Land and the Promoter has the requisite rights to carry out development upon the Said Land and has absolute, actual, physical and legal possession of the Said Land for the development of the Project thereon;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. there are no encumbrances upon the Said Land or the Project save and except the following:

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- iv. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project as well as for the said Plot being sold to the Allottee 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 as well as for the said Plot;

- 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 created herein, may prejudicially be affected;
- vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the said Plot which will, in any manner, affect the rights of the Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee 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 said Plot to the Allottee;

- ix. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- 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 Project to the competent Authorities till the part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate is issued and possession of the said Plot is handed over to the Allottee;
- 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- i. Promoter fails to provide possession of the said Plot to the Allottee within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority;

For the above purposes the developed Plot means the said Plot having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation cum- zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for which the Promoter has obtained Zoning Plan/ part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate, as the case may be.

- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of registration under the applicable laws.

9.2 In case of Default by Promoter as stated above, the Allottee shall be entitled to:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such

delay; or

- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Plot (subject to deduction of taxes and other outgoing charges already paid by the Promoter and the penalty charges, if any), along with interest at the rate prescribed under the applicable laws within ninety days of receiving the termination notice:

Provided that where the Allottee 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 said Plot, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

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

- i. In case the Allottee fails to make payment as per the Payment Plan despite having been issued notice in that regard the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount (or interest in accordance with the rates prescribed under the Rules);
- ii. In case of default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after the said due date, the Promoter may cancel the allotment of the said Plot in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Booking Amount and Interest component on delayed payment (payable by the Allottee for breach of the Agreement and non-payment of any dues payable to the Promoter) along with all the charges paid towards taxes, levies, govt. dues, interest, penalty, cess, duties to the concerned department/ authority in respect of the said Plot, as on the date of termination. It is provided hereunder that the aforesaid amount shall be paid by the Promoter to the Allottee within 90 (ninety) days of such cancellation.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The Interest liability accrued till the termination of the said Plot shall remain payable by the Allottee and the Promoter shall be entitled to recover the same from the Allottee through legally permitted means.

10. CONVEYANCE OF THE SAID PLOT

The Promoter shall, on receipt of Total Price of the said Plot under the Agreement from the Allottee including Interest on any delayed payments, registration charges, applicable stamp duty, Holding Charges (if any) and all other charges as mentioned under the terms of this Agreement, shall execute a conveyance deed and convey the title of the said Plot within 3 months but no later than 6 months from possession.

All cost of Stamp duty, registration fee, ancillary charges, statutory levies of any nature and other miscellaneous/incidental expenses for execution and registration of the Conveyance Deed/ Sale Deed/ Sub Lease/Transfer Deed/ of the Plot in favour of the Allottee shall be borne and paid by the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and other ancillary charges payable for the registration within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT

- 11.1 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 allottees or competent authority, as the case may be, after the issuance of the part occupancy certificate/ occupancy certificate/ part completion certificate/ completion certificate of the Project, as the case may be. The cost of such maintenance for the period upto the date of offer of possession post issuance of part occupancy certificate/ occupancy certificate / part completion certificate/ completion certificate has been included in the Total Price of the Plot after which the Promoter shall be entitled to recover the same from the allottees including the Allottee.

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in this Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond its scope.

- 11.2 The Allottee is aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its common areas are maintained in proper neat and clean form, the full utilization of the Project cannot be availed by the allottee(s)/ occupants. On account of, inter alia, these reasons, the Allottee has agreed to purchase the said Plot on specific understanding that the right to use the common areas shall be subject to payment of regular and timely maintenance charges among other charges as may be applicable or as may be determined by the Promoter/ Maintenance Agency/ association of allottees. For the said purposes the Allottee undertakes to sign a separate maintenance agreement ("**Maintenance Agreement**") as per applicable format with the Promoter or its nominee maintenance service

provider ("**Maintenance Agency**"), on or prior to taking over possession of the Plot. The Allottee agrees and authorizes the Promoter to appoint a Maintenance Agency in respect of the Project and post the formation of the association of allottees, to continue and novate the Maintenance Agreement in favor of association of allottees as the case may be; and post expiry of the term of the Maintenance Agreement, the association of allottees shall have the option to either continue with the Maintenance Agency appointed by the Promoter or to appoint a new Maintenance Agency as it may deem fit. The Allottee undertakes to pay to the Promoter/the Maintenance Agency monthly charges for provision of maintenance services ("**Maintenance Charges**") with effect from the date of offer of possession of the said Plot or as per the Maintenance Agreement to be entered into between the Allottee and the Maintenance Agency.

- 11.3 The Allottee shall deposit with the Promoter/ Maintenance Agency, interest free maintenance security deposit @ Rs.500/- per square yard of the area of the Plot ("**IFMSD**") to ensure timely payment of Maintenance Charges by the Allottee. The amount will be payable by the Allottee at the time of taking of the possession or execution of conveyance deed of the said Plot, whichever is earlier. Besides, the Allottee shall also make proportionate contributions to the replacement/sinking fund as may be prescribed by the Developer/ Promoter and/or its nominee Maintenance Agency to be utilized for replacement/ major repairs of infrastructural facilities, roads, drains, water supply, sewer disposal system, electrical or other installations etc.
- 11.4 The Allottee hereby agrees and undertakes to become a member of the Residents Welfare Association (RWA) as and when it would be formed on behalf of all the property owners in the Project and to complete the documentation and fulfill its obligations towards this purpose as may be required, including but not limited to submission of the RWA Membership form, payment of annual subscription charges/fees, etc.

12. RIGHT TO ENTER THE PLOT FOR REPAIR AND MAINTENANCE WORKS:

The Promoter/Maintenance Agency/ competent authority shall have rights of access to all common areas and facilities for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Maintenance Agency/ competent authority to enter into the said Plot after giving due notice and entering the said premises during normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defects.

13. USAGE

Use of Service Areas The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-

station, transformer, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. as may be required for the Project as specified by the competent authority and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked and the same shall be reserved for use by the association of allottees/Maintenance Agency for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

- 14.1 The Allottee shall after taking possession, be solely responsible to maintain the Plot for residential usage at its own cost, in good repair and condition and shall not do or suffer to be doing anything in or to the Plot / circulation areas which may be in violation of any applicable Laws or alter or make any additions to the Plot and keep the Plot its, partitions, sewers, drains, pipe and appurtenances thereto or belonging thereon in good and tenantable repair and maintain the same in a fit and proper condition.
- 14.2 The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. or blocking in the said Project, or anywhere in the common areas and facilities of the Project. The Allottee shall not store any hazardous or combustible goods anywhere on the said Plot or the Project. The Allottee/ association of allottees shall ensure that they will not create any hindrance by way of blocking, parking, or any other manner in right of passage, or access or common areas which otherwise are available for access. The allottee/ association of allottees shall also not remove any wall, including outer walls of the Plot, if any.
- 14.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance Agency/ association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.4 The Allottee shall not use the said Plot or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the allottees of other plots or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Plot which may tend to interfere with the use of space, passages or amenities available for common use.
- 14.5 The Allottee undertakes that all or any payments made/ to be made in terms of the transaction contemplated herein shall be made by the Allottee from its own bank account(s) only. Provided however that in case the Allottee intends to make any payment(s) from sources(s) other than its bank account(s), the Allottee shall subject to ensuring that such payments are in full compliance with all applicable laws, furnish to the Promoter at its own risk (1) a request letter made by the Allottee (2) an undertaking

of the person from whose account the payment is being made on behalf of the Allottee and (3) a deed of indemnity, on formats provided by the Promoter, subject to the condition that in case any non-compliance of this clause is observed at any stage, the Promoter shall be entitled to terminate this Agreement forthwith by giving a prior written notice of 30 days to the Allottee.

- 14.6 The Allottee agrees to abide by the provisions of applicable laws, the terms contained in the License/and the agreements governing or relating to the said Plot, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions or rules and regulations. The Allottee also agrees to abide by the terms of the Real Estate (Regulations and Development) Act, 2016 and Haryana Real Estate (Regulations and Development) Rules, 2017.
- 14.7 The Allottee hereby acknowledges and agrees that the Promoter is obliged to adhere to the **Anti-Money Laundering Laws & Regulations (“AML Regulations”)** applicable in all relevant jurisdictions including but not limited to Prohibition of Benami Property Transactions Act, 1988, Prevention of Corruption Act, Central Act, 1988, etc. The Allottee further undertakes that he shall not attempt to initiate any transactions that may contravene any AML Regulations and will provide all such information as is necessary or desirable by the Promoter.
- 14.8 The Promoter reserves the right to collect such information as is necessary from the Allottee to meet its obligations under applicable AML Regulations. The Promoter may pass on information collected from the Allottee and relating to transactions and/or the Allottee as required by applicable AML Regulations and is under no obligation to inform the Allottee that it has done so.
- 14.9 In the event if the Allottee is found to be in contravention of any AML Regulations by the concerned authority, this would be deemed to be a material breach of this Agreement and the Promoter reserves its right to forthwith terminate this Agreement without any further notice to the Allottee. The Promoter shall also have the right to take all necessary actions against the Allottee in this regard.
- 14.10 Power back-up facility shall be provided subject to payment of consumption charges and deposits as determined from time to time by the Maintenance Agency. It is further agreed by the Allottee that the Promoter or its agents, or the Maintenance Agency, as the case may be, shall have the sole right to select the site, capacity and type of the power back up equipment/plant as may be considered necessary in their sole discretion from time to time. It is also understood that the said equipment/ plant may be located anywhere in or around the Project.

- 14.11 The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/ or the local authorities.
- 14.12 The Allottee shall be responsible for any loss or damage out of any breach of the aforementioned conditions. The Allottee undertakes to indemnify and hold the Promoter, its assets, directors, employees, agents, shareholders, etc. indemnified from any loss that may be caused to the Promoter and/or its rights and interests under this Agreement including on account of any breach of any AML Regulations by the Allottee.
- 14.13 The Allottee shall neither encroach upon the common areas, passages, road, and pathways or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 14.14 The Allottee undertakes, agrees, confirms, and warrants to observe and perform other compliances/ obligations as mentioned in **Annexure-D** (Other Terms).

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of the said Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and undertake to comply with the same.

16. ADDITIONAL CONSTRUCTION/DEVELOPMENT

The Promoter undertakes that it shall have the right to make additions or modifications in the Project as per the layout plan, sanction plan, amenities and facilities approved by the competent authority(ies) from time to time, and such alterations or additions or modifications shall be in accordance with the Act and the Rules. The Allottee consents to such alterations or additions or modifications provided that it is done as per the sanctioned plans.

The Allottee hereby acknowledges and agrees that the Promoter is/ shall be carrying out development of land parcels adjoining the Said Land, and accordingly, the Project along with such other development works may be referred to as different phases of development wherein the Project or any part thereof may be referred to as different phases. The Allottee hereby provides irrevocable consent towards the same and it

shall not raise any dispute or objection in this regard in future in any manner whatsoever.

17. TRANSFER

The Allottee shall be entitled to transfer/assign this Agreement subject to prior written consent of the Promoter and subject to payment of all the dues outstanding in respect of the Plot at the time of assignment and the applicable transfer charges. Presently, the applicable transfer charges ("**Transfer Charges**") are specified in **Annexure-D**.

18. MORTGAGE OR CHARGE OVER THE PROJECT

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

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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. Secondly, the Allottee 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 of Haryana/ applicable laws. For the aforesaid purposes, the Allottee undertakes to come for registration of this Agreement for sale as per applicable law and as and when called upon by the Promoter at the office of the concerned sub-registrar.

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of receipt of the Agreement by the Allottee and/ or register the said Agreement, as per intimation by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt of the Agreement by the Allottee, the Promoter shall without prejudice to any other rights and entitlements at its sole discretion, including entitlement to charge interest (as stipulated under the RERA Act, 2016) with effect from expiry of 30 (thirty) days from the date of receipt of the plot Buyer Agreement by the Applicant(s), may cancel the Application Form/ Allotment Letter/ booking and forfeit the Booking Amount plus interest (as aforesaid) on delayed payments from the amounts paid by the Allottee.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND:

This Agreement may only be amended through written consent of all the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT/ ALLOTTEES:

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 said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the said Plot, in case of a transfer, as the said obligations go along with the said Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

23.2 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.

24. 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.

25. INDEMNITY:

The Allottee(s) shall without prejudice to any other right of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee committing any non-observance/ non-compliance of the prevailing Laws, Regulations etc. pertaining to the purchase of immovable property or making remittances in relation thereto.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Kalka. Hence this Agreement shall be deemed to have been executed at Kalka.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, or the

Promoter by Registered Post at their respective addresses specified above in this Agreement:

It shall be the duty of the Allottee 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, as the case may be.

30. JOINT ALLOTTEES:

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

The Allottee declares and affirm(s) that in case of joint allotment, default or any failure to pay by any one Allottee shall be deemed as default / failure to pay by both/ all allottee(s). The joint allottees shall be treated as one single person and both/ all shall be liable for the consequences jointly as well as severally. The Promoter in its discretion shall be free to proceed against one or all of the applicants for the purposes of making good the loss suffered or that may be suffered by the Promoter. All communications and documents, including but not limited to the Plot Buyer Agreement/ Agreement to Sell, demand notices, receipts and cancellation notices shall be addressed to the first Allottee and sent to the address of the first Allottee as recorded with the Promoter and the same shall be deemed to have been sent to all the joint allottees.

31. SAVINGS:

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

32. GOVERNING LAW AND JURISDICTION

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force. This Agreement shall be subject to the jurisdiction of courts at Haryana only.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE-I

THE SAID PLOT

A. Description:

Residential Plot bearing no. _____ having area of _____ square meters/ _____ square yards bounded as under:

North:
South:
East:
West:

Located in : ----- of the project known as **"Trident Hills"** in revenue estate of Village Islamnagar in Sector 4 and 4A of Pinjore-Kalka Urban Complex, District Panchkula, Haryana.

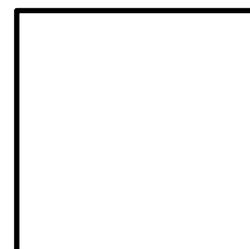
B. Site plan: *(showing the plot with adjoining plots)*

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:

Please affix photograph and sign across the photograph

1. Mr./Mrs./Ms. _____
Son/Wife/Daughter of _____
Resident of _____



2. Please affix photograph and sign across the photograph.

Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Resident of _____



(*to be filled in case of joint Allottees)

SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:

Signature (Authorized Signatory) _____

Name _____

Address _____

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

ANNEXURE-A

A. Total Price of the Residential Plot:

Rupees [●]/- (Rupees [●] only) ("Total Price").

The breakup of the Total Price of the said Plot is as provided hereinbelow:

Plot No. _____ Type _____	Rate of Plot per square meters Rate of Plot per square yards
Total Basic Sale Price:	
<i>EDC (if not already included in BSP)</i>	
<i>IDC (if not already included in BSP)</i>	
Electric Service Connection Charges	
Charges for Sewer and Water Connection from the main line	
Power Back Up Charges	
Charges for any other Service	
IFMSD	
Total Price (in Rupees)	

B. Mode of Payment:

All payments to be made by the Allottee through:

- (i) cheque/demand draft(s)/electronic bank transfer in favour of: " **A/C** " payable at _____. or through
- (ii) RTGS/NEFT/online/ wire transfer in favour of: ".....
A/c # IFSC Code: Branch:

Note: The Allottee shall make all payments as per the Payment Plan and/or on written demands by the Promoter, within the stipulated time as mentioned in the Payment Plan.

C. Scheduled Date for issuing Offer of Possession: _____

ANNEXURE – B

LIST OF LAND OWNERS

M/s. Magnolia Propbuild Private Limited,
M/s. Iris Propbuld Pvt. Ltd.,
M/s. Prong Propbuld Pvt. Ltd.,
M/s. Veld Propbuld Pvt. Ltd.,
M/s. Magma Conbuild Pvt. Ltd.,
M/s. Soul Mates Propbuild Pvt. Ltd.,
M/s. Era Propbuld Pvt. Ltd.,
M/s. Swapn Ghar Propbuild Pvt. Ltd.,
M/s. Simran, W/o Anand.
M/s. Trident Hills Private Limited. (formerly known as **Ireo Fiveriver Private Limited**)

ANNEXURE C

Details of Development Agreements & Power of Attorneys

Sr. No.	Document	Dated
1.	<ol style="list-style-type: none">1. Development Agreement between Magnolia Propbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)2. Power of Attorney executed by Magnolia Propbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
2.	<ol style="list-style-type: none">1. Development Agreement between Iris Propbuld Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)2. Power of Attorney executed by Iris Propbuld Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
3.	<ol style="list-style-type: none">1. Development Agreement between Prong Propbuld Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)2. Power of Attorney executed by Prong Propbuld Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
4.	<ol style="list-style-type: none">1. Development Agreement between Veld Propbuld Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)2. Power of Attorney executed by Veld Propbuld Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
5.	<ol style="list-style-type: none">1. Development Agreement between Magma Conbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)2. Power of Attorney executed by Magma Conbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
6.	<ol style="list-style-type: none">1. Development Agreement between Soul Mates Propbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10

	2. Power of Attorney executed by Soul Mates Propbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	
7.	1. Development Agreement between Era Propbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited) 2. Power of Attorney executed by Era Propbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
8.	1. Development Agreement between Swapn Ghar Propbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited) 2. Power of Attorney executed by Swapn Ghar Propbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
9.	1. Development Agreement between Mogul Conbuild Private Limited and Ireo Fiveriver Private Limited (now Trident Hills Private Limited) 2. Power of Attorney executed by Mogul Conbuild Private Limited in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to DA* dated 01.05.10
10.	1. Development Agreement between Simran, w/o Anand Kumar and Ireo Fiveriver Private Limited (now Trident Hills Private Limited) 2. Power of Attorney executed by Simran, w/o Anand Kumar in favour of Ireo Fiveriver Private Limited (now Trident Hills Private Limited)	SA* dated 25.07.22 to CA* dated 04.05.22

*Note:

1. SA= Supplementary Agreement, DA= Development Agreement, CA= Collaboration Agreement.
2. All the above documents duly registered before Office of the Sub-Registrar, Kalka

ANNEXURE-D

Other Terms

The following terms are as per the contractual understanding of the Parties consistent with the provisions of the Agreement and all applicable laws and are not in any manner in derogation with any of the terms of the Plot Buyer Agreement:

1. The Allottee has satisfied himself completely by inspecting all documents/papers as available with the Promoter in relation to the Project, including but not limited to the title documents, layout plans sanction and other approvals obtained from the competent authorities and the present Agreement is being entered into by him/her after being fully satisfied about the rights, title and interest of the Promoter over the same and quality of construction at the Project and after having full knowledge of all applicable laws, to which the Promoter and/or the Project are or be subject to in future. The Allottee is completely aware of and has understood all limitations/ obligations/ restrictions (if any) of the Promoter in respect thereof.
2. The Allottee undertakes not to sub-divide the Plot. The Allottee shall take prior approval from the concerned authorities before constructing any residential building on the Plot solely at its own cost and expense. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated which are in violation of any rules or regulation of the competent authority or any applicable laws, the same shall be at the sole responsibility, risk, cost and consequence of the Allottee and the Allottee shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc. that the Promoter may have to incur.
3. All unsold and/or unallotted plots, areas and spaces in Project and Said Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted plot(s) and shall be entitled to enter upon the Said Land and the Project to enable it to complete any unfinished work and to provide amenities and facilities as the Promoter may deem necessary.
4. The Promoter shall without any reference to the Allottee, association of allottees, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted plots and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the allottee(s)

of different plots in the Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new allottee as member(s) of the association of Allottee. The Allottee and / or the association of allottees shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the by-laws, rules and regulations or resolutions of the Association of Allottee(s).

5. The Allottee shall not store in the Plot or bring into the Project site any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the Project and/or any building on any other Plot in the Project. If any damage is caused to any plots, common areas or to the Project site or works on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall 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 Promoter or the association of allottees or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
6. The Allottee agrees and confirms that the present Agreement and the payment made hereunder does not create or bring into existence any lien/ encumbrance over the Plot in favor of the Allottee against the Promoter other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that he shall not create any encumbrance, mortgage, charge, lien, on the Plot along with the right to use the common areas by way of sale, agreement of sale, lease, license, transfer, assignment, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the conveyance/sale deed in his favor by the Promoter.
7. The Allottee agrees and undertakes that he shall not, after taking over the possession of the Plot or at any time thereafter, object to the any other allottee constructing and /or continuing with construction at his allotted plot inside the Project, as may be permitted under the Applicable Laws.
8. From the date of offer of possession as mentioned in the Possession Intimation Letter or the date of execution of the conveyance deed, whichever is earlier, and till the time

each such Plot in the Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Said Land or the Project, as the case may be, in proportion to the total area of the Plot. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association of allottees, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

9. The Allottee hereby agrees and undertakes to be a member of the Association of allottees to be formed of all the plot owners in the Project and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such association of allottees. The Allottee shall observe and perform all the rules, regulations of the association of allottees that may be specified in detail under the bye laws of the association of allottees. The Allottee shall adhere to the rules and regulations mentioned herein above and such further rules and regulations as may be made out by the Promoter / Association of allottees/ Maintenance Agency from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Association of allottees or Maintenance Agency, as the case may be.
10. The Allottee hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project, including but not limited to the execution and registration of the conveyance/sale deed, as required under the provisions of the Haryana Development and Regulation of Urban Areas Act 1975 and Rules 1976 and NILP policy.
11. The Allottee understands and agrees that the Promoter may, as may be required under applicable laws, form company/condominium/ society/ association of allottees of Allottee(s) ("Association of allottees") for the Project for the purposes of maintenance, repair, management and administration of the Project and handover the maintenance of the Project to the said Association of allottees under the Applicable Laws. The Allottee, along with other plot owners in the Project, shall join in forming the Association of allottees and registering the same with the competent authority, as may be required. The common areas within the Project shall be dealt with by the Promoter in accordance with Applicable Laws. The Allottee shall also from

time to time, be required by the Promoter or the Association of allottees, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Promoter or Association of allottees within fifteen days from the same being forwarded to the Allottee. On the formation of Association of allottees, rights of the Allottee to the common areas in the Project shall be regulated by the bye laws and other rules and regulations.

12. The Allottee agrees and understands that it shall be responsible for construction on the said Plot in compliance with all applicable laws and for obtaining all the necessary permissions, sanctions and permits for the same at its sole costs and expenses. For this purpose, the Allottee undertakes to abide by all applicable laws, rules, bye-laws, notifications, circulars of the local authorities and shall conform, abide by and adhere to the same at all times. The Allottee hereby indemnifies and agrees to keep the Promoter fully indemnified in this regard.

13. The Allottee shall be bound to commence and complete construction of the house over the said Plot not later than three years (or such other period as may be specified in the conveyance deed) from the date of execution of the conveyance deed. In case the Allottee fails to commence and complete the construction within the stipulated period, the Promoter, at its sole discretion, may extend the aforesaid period for construction for a maximum period of 5 years upon payment by the Allottee of additional charges (such charges called the "Non-Construction Charges") at the rate of Rs. 50/- per square yard of the area of the said Plot per year. The conditions contained in this clause shall survive the conveyance of the said Plot and attach with the said Plot within the meaning of Section 31 of the Transfer of Property Act, 1882.

14. Transfer Charges:

- i. Transfer due to death of an Allottee/ Co-Allottee: NIL
- ii. Transfer within blood relations: Fixed charges-INR20,000 (plus applicable taxes) per instance
- iii. Transfer other than (i) or (ii) above:
 - a. In case request for such transfer is received within 3 months from the date of registration of the Plot Buyer Agreement: INR 3000 (plus applicable taxes) per Square Yard of the total area of the Plot per instance.
 - b. In case request for such transfer is received after 3 months from the date of registration of the Plot Buyer Agreement but prior to 6 months from the date of registration of the Plot Buyer Agreement: INR 2000 (plus

applicable taxes) per Square Yard of the total area of the Plot per instance.

- c. In case request for such transfer is received after 6 months from the date of registration of the Plot Buyer Agreement: INR 1000 (plus applicable taxes) per Square Yard of the total area of the Plot per instance.

The Allottee Agrees and understands that the Transfer Charges are subject to revision time to time at the sole discretion of the Promoter and the Allottee undertakes to pay the same at such applicable rates. Stamp duty, registration charges, legal charges and other ancillary expenses pertaining to such transfer/ assignment shall be borne and paid by the Allottee/ transferee only and the Promoter shall not be liable for the same. Claims, if any, between transferor/ assignor and transferee/ assignee as related to transfer/assignment will be settled between transferor/ assignor and transferee/ assignee themselves and the Promoter will not be party to or responsible for the same. The transferee/ assignee shall be bound by the terms of this Agreement. Further, the Transfer Charges, if any, applicable on transfer/ assignment shall be deducted from the account of the Plot for which the transfer/ assignment is carried out and the transferee/ assignee shall not be entitled to claim refund of the Transfer Charges on any grounds whatsoever.

15. The Allottee(s) undertake(s) to adhere to the following with respect to payments to be made by the Allottee(s):

- a. The last instalment shall be payable at the time of the offer of possession of the said Plot to the Allottee.
- b. The Total Price/balance amounts are exclusive of any other charges (including power back up and IFMSD as per terms of this Agreement).
- c. The Promoter has the discretion to raise invoices for the milestone which has been completed/ achieved in respect of the said Plot irrespective of sequences of milestones and other developments in the Project.
- d. The Allottee shall pay the respective payment as stipulated in the Payment Plan along with applicable taxes strictly within 15 (fifteen) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by the Promoter to the Allottee that a particular stage of developed is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agrees not to dispute the same. The Allottee hereby understands and agrees that, save and except for the intimation from the

Promoter as provided herein, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee as per the Payment Plan, and the Allottee shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

- e. For the purposes of conveyance deed, the value of the said Plot shall be the Basic Sale Price as applicable.
- f. GST, if applicable, shall be payable by the Allottee.
- g. Stamp duty charges shall be payable by the Allottee prior to the execution and registration of this Agreement and conveyance deed respectively.
- h. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Plot and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter.
- i. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.1,000/- (Rupees One Thousand only) for dishonor of a particular payment instruction per instance in addition to the interest applicable as per the Rules for delayed payment. After first dishonor, no further cheque will be accepted and payments shall be accepted through bank demand draft(s) only. Any dishonor of cheque(s) shall be without prejudice to the right of the Promoter to initiate appropriate proceedings against the Allottee.

Annexure-E
Payment Plan
(Attached)