

PLOT BUYER'S AGREEMENT FOR SALE

THIS PLOT BUYER'S AGREEMENT FOR SALE ("Agreement") is made and executed on this ____ day of _____, 202_, at Sohna, Gurgaon Haryana, India;

AMONGST

1. **Faith Buildtech Private Limited** [(CIN no. _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Nagar, New Delhi-110017), represented by its authorized signatory, Mr. _____ (Aadhar no. _____), duly authorized vide a board resolution dated _____, (hereinafter referred to as the **"Developer"**, 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 **FIRST PART**;

AND

2. **Trinayan Infracon Private Limited** [(CIN no. _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Naga, New Delhi-110017, represented by its authorized signatory, Mr. _____ (Aadhar no. _____), duly authorized vide a board resolution dated _____,
3. **Siddhanta Infracon Private Limited** (CIN no. _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at C4, 1st Floor, Malviya Nagar, New Delhi-110017) represented by its authorized signatory, Mr. _____ (Aadhar no. _____), duly authorized vide a board resolution dated _____, and
4. **Gulmohar Real Build Private Limited** [(CIN no. _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-101, Ireo Corridors, Sector-67A, Village Dhumaspur, Gurgaon) represented by its authorized signatory, Mr. _____ (Aadhar no. _____), duly authorized vide a board resolution dated _____,

(hereinafter collectively referred to as the **"Owners"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean

and include their successor-in-interest and permitted assigns) of the **SECOND PART**;

The “**Developer**” and the “**Owners**” shall hereinafter jointly referred as the “**Promoters**”;

AND

1. [If the Allottee is a company]

_____, [(CIN no. _____)(PAN _____)], a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as “**Allottee 1**”);

[OR]

[If the Allottee is a LLP]

_____, [(LLPIN _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____ represented by its designated partner, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as “**Allottee 1**”);

OR

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as “**Allottee 1**”),

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)], son/ daughter of _____, aged about _____, residing at _____, (hereinafter called "**Allottee 1**");

[OR]

[If the Allottee is a HUF]

Mr. _____ [(Aadhar no. _____) (PAN _____)], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as "**Allottee 1**");

2. [If the Allottee is a company]

_____, [(CIN no. _____)(PAN _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____, represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as "**Allottee 2**");

[OR]

[If the Allottee is a LLP]

_____, [(LLPIN _____) (PAN _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____ represented by its designated partner, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as "**Allottee 2**");

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, and having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____), authorized *vide* _____, (hereinafter referred to as "**Allottee 2**");

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ [(Aadhar no. _____)
(PAN _____)], son/ daughter of _____, aged about _____, residing
at _____, (hereinafter called “**Allottee 2**”);

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____) [PAN
no. _____], son of _____ aged about _____ for self and as
the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and
having its place of business/ residence at _____, (hereinafter
referred to as “**Allottee 2**”);

3. [If the Allottee is a company]

_____, [(CIN no. _____) (PAN.
_____) a company incorporated under the provisions of the Companies Act,
[1956 or 2013, as the case may be], and having its registered office at
_____, represented by its authorized signatory,
_____ (Aadhar no. _____), duly authorized *vide*
board resolution dated _____, (hereinafter referred to as “**Allottee 3**”);

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act,
1932, and having its principal place of business at _____, (PAN
_____), represented by its authorized partner, _____ (Aadhar
no. _____), authorized *vide* _____,
(hereinafter referred to as “**Allottee 3**”);

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ [(Aadhar no. _____)
(PAN _____)], son/ daughter of _____, aged about _____, residing
at _____, (hereinafter called “**Allottee 3**”);

[OR]

[If the Allottee is a HUF]

Mr. _____ [(Aadhar no. _____) (PAN _____)], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as **"Allottee 3"**);

Allottee 1, Allottee 2 and Allottee 3 are hereinafter, jointly or individually as the case may be, referred to as the **"Allottee"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/their (applicable to the allottee/s which is/are company/ies) successors-in-interest, permitted assigns, (applicable to the allottee/s which is/are partnership/s) 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, (applicable to the allottee/s which is/are individual/s) heirs, executors, administrators, successors-in-interest and permitted assigns (applicable to the allottee/s which is/are HUF/s) the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

The 'Promoters' and 'Allottee' shall hereinafter jointly be referred to as **"Parties"**.

DEFINITIONS AND INTERPRETATION:

Definitions

In addition to the terms defined elsewhere in this Agreement, for the purpose of this Agreement, unless the context otherwise requires, the following terms shall have the same meaning as assigned to them hereunder-

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **"allottees"** shall mean the allottees of all the plots comprised in the Project (defined hereinafter);

- (c) **“appropriate Government”** means the Government of the State of Haryana;
- (d) **“Booking Amount”/ “Earnest Money”** shall mean 10% (Ten Percent) of the Total Price of the Plot plus applicable taxes as mentioned herein and brokerage if any.
- (e) **“Buildings”** shall mean all buildings comprised in the Project and shall include the Building (defined hereinafter);
- (f) **“Plots”** shall mean collectively all the plots comprised in the Project;
- (g) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (h) **“Rules”** means the Haryana Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

Capitalised term(s) used in this Agreement but otherwise not defined herein shall have the same meaning as assigned to them in the Act.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. The use of words in the singular shall include the plural, and use of words in the masculine, feminine or neuter gender shall include the other two.
- b. Reference to any law shall include such law as from time to time enacted, amended, modified, supplemented or re-enacted and shall also include any rules, bye-laws, regulations, notifications, orders etc. made/ passed/ notified in pursuance to such law.
- c. Reference to terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".
- d. The word "person" shall include any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, government authority or any other entity or organization or any other juristic person.

- e. Any reference in this Agreement to the terms “herein”, “hereto”, “hereunder”, “hereof”, or “thereof” or similar terms, refer to this entire Agreement and not to any particular provision in which the term is used, except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.
- f. The headings/ captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clause in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- g. The Recitals are an integral part of this Agreement and all provisions contained in the recitals including representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.
- h. In accordance with internationally accepted conversion rates, the measure of 1 (one) square yard (sq. yds.) wherever used shall be equal to 0.836127 square meters (sq. mtrs.), and the measure of 1 (one) acre shall be equal to 4046.8564224 square metres (sq. mtrs.).

WHEREAS:

- A. The Owners are the absolute and lawful owner of the land as detailed hereinbelow:-

Land Schedule 30.81736 Acres (Sector-35)								
Village		Rect. No.	Kila No.	Total Area		Taken Area		
				K	M	K	M	S
(a)	Land owned by Trinayan Infracon Pvt. Ltd. District - Gurugram.							
	Mohammadpur Gujar	22	2	8	0	4	13	
			3	8	0	5	11	
			4	8	0	5	11	
			5	8	0	5	11	
			6	8	0	8	0	
			7	8	0	8	0	

Land Schedule 30.81736 Acres (Sector-35)								
Village	Rect. No.	Kila No.	Total Area		Taken Area			
			K	M	K	M	S	
		8	8	0	8	0		
		9	8	0	7	18		
		10	5	10	0	9		
		11	7	4	2	1		
		12	8	0	8	0		
		13	8	0	8	0		
		14	8	0	8	0		
		15	8	0	8	0		
		16	8	0	8	0		
		17/1	0	16	0	16		
		17/2	2	8	2	8		
		24	4	4	4	4		
		25	7	16	7	16		
	25	5	1	3	1	3		
		Total	98	61	106	121		
	(b)	Land owned by Siddhanta Infracon Pvt. Ltd.						
		Mohammadpur Gujar	7	24	0	3	0	2
23			1	8	0	5	11	
			2	8	0	5	11	
			3	7	2	6	3	
			8	5	16	5	16	
			9	7	18	7	18	
			Total	35	39	28	61	
(c)	Land owned by Siddhanta Infracon Pvt. Ltd.(1/2 share), & Gulmohar Realbuild Pvt. Ltd. (1/2 share)							
	Mohammadpur Gujar	7	23	7	18	3	9	
			Total			137	191	
						18.31875	Acres	
(d)	Land owned by Trinayan Infracon Pvt. Ltd.							
	Mohamadpur Gujar	8	16	8	0	2	0	7
			17	8	0	8	0	0

Land Schedule 30.81736 Acres (Sector-35)								
Village	Rect. No.	Kila No.	Total Area		Taken Area			
			K	M	K	M	S	
		18	8	0	8	0	0	
		19	7	16	2	18	0	
		22	8	0	4	13	0	
		23	8	0	8	0	0	
		24	8	0	8	0	0	
		25	8	0	6	17	0	
	22	2	8	0	1	15	0	
		3	8	0	2	9	0	
		4	8	0	2	9	0	
		5	8	0	2	9	0	
		Total	95	16	53	90	7	
(e)	Land owned by Siddhanta Infracon Pvt. Ltd.(1/2 share) Gulmohar Realbuild Pvt. Ltd. (1/2 share).							
	Mohamadpur Gujjar	7	17	1	6	0	3	0
			18	8	0	1	2	0
			23	7	18	2	17	0
		Total	16	24	3	22	0	
(f)	Land owned by Siddhanta Infracon Pvt. Ltd.(19/21 share) Gulmohar Realbuild Pvt. Ltd. (2/21 share).							
	Mohamadpur Gujjar	8	7	8	0	8	0	0
			8	8	0	7	1	0
	8	12	6	4	1	0	0	
		13	8	0	8	0	0	
		14	8	0	8	0	0	
		Total	38	4	32	1	0	
(g)	Land owned by Siddhanta Infracon Pvt. Ltd.5-7							
	Mohamadpur Gujjar	7	21	8	0	0	4	0
			22	8	0	0	4	0
			24	0	3	0	1	0
	23	1	8	0	2	9	0	
		2	8	0	2	9	0	
		3	7	2	0	19	0	
		Total	39	5	4	46	0	

Land Schedule 30.81736 Acres (Sector-35)							
Village	Rect. No.	Kila No.	Total Area		Taken Area		
			K	M	K	M	S
TOTAL					92	15 9	7
					12.49861 Acres		
G. TOTAL					229	35 0	7
					30.81736 Acres		

- B. The Owners are absolute and lawful owners in possession of the land measuring 30.81736 Acres situated in the revenue estate of village Mohamadpur Gujjar, Tehsil Sohna and Distt. Gurugram, Haryana (said "**Land**") vide sale deed(s) no. 763, 764, 3543, 3545, 3546, 3548, and 4754 of 2012 registered at the office of the Sub-Registrar Sohna. The Owners and the Developer have entered into collaboration agreements vide Memorandums of Understanding dated 07.11.2012 bearing vasika no. 5102 and 5107 duly registered with the office of Sub-Registrar Sohna, Gurugram to develop the said Land on the terms and conditions stipulated therein.
- C. The Promoters have applied and obtained a License No. 182 of 2022 (the "**Licence**") to set up an Affordable Plotted Colony (DDJAY-2016) on the said Land from the Director General Town and Country Planning, Haryana, Chandigarh ("**DTCP**") under the Haryana Development and Regulation of Urban Areas Act, 1975 ("**Act**") on the terms and conditions as stipulated in the said Licence.
- D. In pursuance of the said License, the Promoters have conceived of the said Plotted Colony under Deen Dayal Jan Awas Yojana 2016 (DDJAY) over the said Land situated in the revenue estate of village Mohamadpur Gujjar, Sector-35, Tehsil Sohna, Distt. Gurugram, Haryana known As "**Savannah**" (the "**Project**"). The said Project shall be developed in confirmation with the approved layout/ and development works shall be executed in accordance with the designs and specifications shown in the approved plans.
- E. The Promoters have obtained the final layout plan , Zoning cum Demarcation Plan with necessary permissions from DGTCP with requisite approvals for the Project, the Plot, buildings, etc. to DGTCP. The Promoters agree and undertake that they 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 Promoters have obtained the requisite environment clearance, other clearance, permissions, if any, to/from the competent authority to develop the Project.
- G. The Promoters have registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Chandigarh, India, on _____ under registration no. _____. Further, the Project related documents have been uploaded on the website stipulated under the Act. The Allottee has examined the documents and is fully satisfied with the same.
- H. The Allottee had applied for allotment of a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ Type _____ having area of _____ square meter (_____ sq. yards) (hereinafter referred to as the “**Plot**”, more particularly described in **Schedule ‘A’** and the Site plan of the Plot is annexed hereto and marked as **Schedule ‘B’**) along with pro rata share in the common areas as permissible under the Haryana Development and Regulation of Urban Areas Act, 1975.
- I. The Allottee, prior to execution of this Agreement, has requested the Promoters and the Promoters have allowed the Allottee to inspect all documents related to the ownership of the said Land, the License, layout, zonal plan, sanctions, approvals, and plans thereto and also all other documents relating to the right and title of the Promoters to develop, market, sell, etc. the Plot and also to convey the interest agreed to be transferred hereunder in the Project.
- J. The Allottee represents and confirms that it has inspected all the documents sanctions, permissions, approvals and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Project. The Allottee confirms that there shall be no requisition/ re-investigation/ objections by it in this regard.
- K. The Allottee understands and acknowledges that by executing this Agreement, it would be deemed that it has completed all due diligence to its entire satisfaction, including, inter alia, with respect to the right, title and interest of the Promoters to develop and market the said Plot/ Project and the Allottee confirms that it has sufficiently investigated and gone through ownership records, approvals, documentation, inspection of site

and other related matters to its entire satisfaction, so as to confirm the competence of the Promoters to convey the said Plot. Prior to entering into this Agreement, the Allottee has confirmed and assured the Promoters that it has full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to the Project and the implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that it shall comply with the applicable laws, or any statutory amendments or modifications thereof or any rules and regulations made thereunder, in a manner so that the provisions of this Agreement are not violated.

- L. The Allottee has also investigated various options of plots available from other developers as well as for resale in Sohna and/or Gurugram, Haryana, India and also more specifically various options for such products in the local vicinity of the Project. The Allottee hereby declares and confirms that the decision to purchase the Plot is based solely on its own independent investigations and judgement.
- M. The Allottee understands and acknowledges that, save and except to the extent of being bound to provide such specifications, amenities or other obligations specifically agreed herein in this Agreement, the Promoters specifically disclaims any other responsibility, obligation, promise, representation, whatsoever, whether written or verbal, that may have been or may be made henceforth by the Promoters or any representative, agent, employee or any other person purporting to act on behalf of the Promoters.
- N. The Allottee has represented and warranted to the Promoters that it has the financial ability, wherewithal, legal and valid power and authority to enter into and perform the obligations under this Agreement.
- O. The Allottee is aware that the said Project wherein the said Plot is situated, derives its landmark status and exclusive appeal from the unique value added services/amenities being installed in the Project by the Promoters supported by consistently excellent standards of maintenance thereof and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such status and appeal. Towards this end, the Allottee is willing to execute the Maintenance Agreement for the Project with the Maintenance Service Agency ("**MSA**") as may be identified and designated by the Promoters in the standard format prescribed by the Promoters. The Allottee undertakes to make payment of applicable maintenance charges decided in due course to the Promoters/MSA accordingly.

- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. 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.
- Q. The Allottee hereby assures, represents and warrants to the Promoters that it shall comply with the terms hereof and with all applicable laws and statutory compliances with respect to the Plot, the license for the Project granted by the competent authority, and the said Land and any construction to be raised thereon.
- R. 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.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Plot as specified in para 'H' of the Recitals.

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 Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para '____' of the Recitals.
- 1.2 The Basis Sale Price for the Plot based on the area at the rate of Rs. _____ per sq. mtr. is Rs. _____/- (Rupees _____ only) ("**Basic Sale Price**") and Other Charges, the breakup and description of which are given in **Schedule-C**. The Basic Sale Price and Other charges as listed in Schedule-C shall constitute and hereinafter referred to as "**Total Price**"/"**Sale Consideration**" the Total Price is as follows:

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the development of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount/ Total Price 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 after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

Provided further that if any of the above demands are made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee, then in such event the proportionate share of the Allottee (in accordance with the value set out in the Declaration filed , or as determined by the association of allottees) shall be treated as unpaid Total Price of the Plot and the Promoter shall have first charge/ lien on the Plot to the extent of such unpaid amount, till such amount is paid to the Promoters. The Promoters shall be entitled to satisfy any outstanding claim on this account by seeking attachment or sale of the Plot.

- (iii) The Promoters 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 Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

- (iv) The Total Price of the Plot includes recovery of price of land, development of the Plot the Common Areas, preferential location charges, internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electrical connectivity to the Plot water line, firefighting equipment in the Common Areas, maintenance charges etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- 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 payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoters shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
 - 1.4 The Allottee shall make the payment in accordance with the Payment Plan annexed hereto as **"Schedule 'C'**
 - 1.3 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 Plot, or where the Promoter has given its permission to mortgage the Plot to any bank, financial institution or company for extending a loan to the Allottee against the Plot, the Promoters shall not be responsible towards any other third party, who has made payments or remittances to the Promoters 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 Promoters shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
 - 1.4 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications in respect of the Plot

without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.5 The Promoters shall confirm the final area of the Plot that has been allotted to the Allottee after the development of the Project is complete and the part completion/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the area of the Plot. The Total Price payable for the allotted area shall be recalculated upon confirmation by the Promoters. If there is reduction in the area, then the Promoters shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than 03 (three) percent of the area of the Plot, allotted to Allottee, the Promoters may demand that from the Allottee as per the next milestone of the Payment Plan "**Schedule 'C'**". All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.
- 1.6 Subject to Clause 9.3 the Promoters agree and acknowledge, the Allottee shall have the right to the Plot as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of allottees after duly obtaining the part completion/completion certificate from the competent authority as provided under the applicable provisions of law;
 - (iii) That the computation of the Total Price of the Plot includes recovery of price of land, construction of the Common Areas, preferential location charges, internal development charges, external development charges, infrastructure augmentation charges taxes, cost of providing electrical connectivity to the Plot, water line, and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and its Plot, as the case may be.

1.7 It is made clear by the Promoters and the Allottee agrees that the Plot shall be treated as a single indivisible Plot/unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that facilities and amenities in the Project shall be available for only use and enjoyment of the allottees of the Project.

1.8 The Promoters agree to pay all outgoings before transferring the physical possession of the Plots to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Promoters fail to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the plots to the allottees, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.9 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price, at the time of the application; the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Plot as per Payment Plan. The Allottee hereby also agrees to pay the stamp duty, registration fee, miscellaneous expenses etc., for registration of the agreement and/or the conveyance as may be demanded by the Promoters.

Provided that if the Allottee delays in payment towards any amount which is payable, it shall be liable to pay interest at the rate prescribed in the Rules.

1.10 In accordance with the statutory law, any applicable tax deduction at source is required to be deducted by the Allottee on payment of Booking Amount, instalments or any other amount to the Promoters as mentioned herein or otherwise, the Allottee shall give TDS certificate in the requisite prescribed

form and within time to the Promoters, non-compliance of which shall be treated as part of unpaid booking amount/Total Price/installments and default and cancel the allotment of the said Plot under the provisions of this Agreement.

- 1.11 Booking Amount shall always be considered as the earnest money ("**Earnest Money**") to ensure the performance of the obligations of the Allottee under this Agreement. In case of non-payment of the instalments as per the Payment Plan by the Allottee, the Promoters shall be entitled to forfeit the Booking Amount along with non-refundable amount as stipulated herein and to cancel allotment of the said Plot under the provisions of Agreement.
- 1.12 The Allottee shall comply with the rules and regulations that may be determined by the Promoters for the use and occupation of the Plot in the said Project. The Allottee shall not use the said Plot for any other purpose than it is meant for or in any manner that may cause a nuisance for other plot owners or is detrimental to the public interest.
- 1.13 The Allottee shall duly intimate to the Promoters or its nominated agency about any further transfer of the said Plot after the conveyance deed till the time the maintenance of the Project is handed over to a duly elected resident's welfare association.
- 1.14 The Parties agree that any land area in the said Project other than the Plot shall be an exclusion to the allotment of the said Plot and shall remain out of the ambit of this Agreement.
- 1.15 The supply of electricity shall be the responsibility of the government or the concerned electricity board exclusively. However, in case the Promoters/MSA choose to apply for the same and if they receives the permission thereof from Dakshin Haryana Bijli Vitran Nigam (DHBVN) or from the concerned electricity board to receive and distribute bulk supply of electricity in the Project, then the distribution of electricity within the Project shall be done by the Promoters/MSA and the Allottee undertakes to pay on demand to the Promoters/Maintenance Agency as the case may be, proportionate share as determined by the them of all deposits, levies and charges paid by the Promoters/MSA along with cost of creating the infrastructure like HT feeder, EHT substation, cost of meter, meter installation, Charges, proportionate expense for line connection from main line to the Plot etc., failing which the same shall be treated as unpaid portion of the Total Price payable by the Allottee for the said Plot and the conveyance for transfer of the title of the said Plot shall be withheld by the

Promoters till full payment thereof is received by the Promoters/Maintenance Agency from the Allottee

- 1.16 The Promoters/MSA shall provide the facility of power backup in the Project and the load/extent of power back-up upto _____KV. The Allottee agrees to take the connection of the power backup facility in accordance with this clause. In case the Allottee needs extra power backup, the Promoters/MSA at its discretion may provide such extra power backup subject to availability and on payment of such charges as may be decided by the Promoters.
- 1.17 The Allottee shall pay to the Promoters/MSA the charges for the consumption of supply through power backup on monthly basis- and as per readings of the electricity meter to be installed by the Promoters/Maintenance Agency at the cost of the Allottee. The rates of the power backup facility shall be calculated after taking into account the cost of diesel, spares, depreciation, repairs, wear and tear, including the cost of consumables, manpower etc. Non-payment of charges by the Allottee shall entitle the Promoters/MSA to disconnect the electricity connection to the said Plot.
- 1.18 The Allottee may raise a loan from financial institutions or banks for the purchase of the said Plot but the Allottee's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent upon obtaining such finance and the Allottee(s) will remain bound under this Agreement in case of failure or delay in obtaining such loan for purchase of the said Plot. The Promoters / Financial Institution / Bank shall always have the first charge on the said Plot for all their dues and other sums payable by the Allottee. In this case, the conveyance deed in favour of the Allottee shall be executed only upon receiving the non-objection from such financial institution/bank.
- 1.19 In case of cancellation of the Allotment of the said Plot on any account whatsoever, any amount which becomes refundable under the terms of this Agreement after the forfeiture of Booking Amount and other amounts as aforesaid then notwithstanding mentioned in this Agreement such amount would be refunded to the concerned financial institution/ Bank of the Allottee towards repayment of its loan in relation to the said allotment if such financial institution/ bank demands the same from Promoters, in terms of the tripartite agreement.

2 **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoters abiding by the development milestones, the Allottee shall make all payments, on written

demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of '_____', payable at Gurugram. All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.

The Promoters shall not receive any cheque from any other person's account than the Allottee itself. The dishonour of cheque for any reason whatsoever shall be treated breach of contract entitling the Promoters to cancel the allotment. However, the Promoter may condone the dishonour of cheque in exceptional circumstances subject to the Allottee paying a penalty [of Rs. or imposed by the Bank] along with applicable GST for each such dishonour apart from penal interest for the period of delay in payment.

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 Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoters accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoters 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

Promoters immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoters shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of the 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 it under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust its payments in any manner. The Allottee further 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 Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority subject to further extension as allowed by the competent authorities and towards handing over the Plot to the Allottee and the Common Areas to the association of allottees or the competent authorities, as the case may be, as provided under Rule 2(1)(f) of Rules 2017.
- 5.2 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues/instalments in accordance with the Payment Plan shall also be the essence of this Agreement.

6 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee has seen the layout plan/ demarcation-cum-zoning/ site plan/specifications, and the development work to be laid for the Project where the said Plot is located and has accepted layout/site plan, payment plan and the details of development work including specifications,

amenities, facilities, etc.] which has been approved and/or to be approved by the competent authority as represented by the Promoters. The Allottee agrees that it has relied neither on any advertisement nor on the persuasions of any channel partner while applying for the allotment of the said Project. The decision for purchasing the said Plot is based on the Allottee's independent due diligence and physically verifying the Project, the Plot and requisite permissions thereof.

- 6.2 The Promoters shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms of this Agreement, the Promoters undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms applicable to the Project and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the applicable Act(s) and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.3 The division of the said Plot for the purpose of the transfer of the same shall not be allowed in any manner. The Allottee shall raise the construction at its own cost over the said Plot in accordance with the sanctioned plan within the prescribed time adhering to the applicable rules and shall seek the necessary occupation certificate from the concerned authority. It is clarified that requisite permissions which are not obligation of the Promoters shall be obtained by the Allottee itself at its own cost. The Allottee itself shall be responsible for any violation and breach thereof.

7 POSSESSION OF THE PLOT:

- 7.1 **Schedule for possession of the said Plot** – The Promoters agree and understand that timely delivery of possession of the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assure to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before 01.12.2027_____, unless there is delay or failure beyond the reasonable control of the Promoters, due to war, flood, drought, fire, cyclone, earthquake, epidemics, pandemic, lockdown, industrial disputes, natural disasters, non-grant/cancellation/withholding of

any requisite approval by the competent authority, issue of injunction, court orders, directions or any other calamity caused by nature affecting the regular development of real estate projects ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Project. ~~provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.~~ The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then the allotment of the Plot to the Allottee shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 90 (Ninety) days from that date. The Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoter, the Owners and the Plot, and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoters shall, upon obtaining the part completion/completion certificate from the competent authority and subject to receipt of complete payment of the Total Price and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed, offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of part completion/completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 (three) months from the date of issue of part completion/completion certificate. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoters/MSA/association of allottees, as the case may be after the issuance of the part completion/completion certificate for the Project. The Promoters shall hand over the copy of part completion/completion certificate of the Plot to the Allottee at the time of conveyance of the same.

7.3 Failure of the Allottee to take Possession of Plot - (A) Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take the possession of the Plot from the Promoters by executing necessary documents, including indemnities, undertakings and such other

documentation as prescribed in this Agreement or as required by the Promoters, and the Promoter shall give possession of the Plot to the Allottee.

Fulfilment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Plot to the Allottee and subsequent execution and registration of conveyance deed. Refusal to fulfil any of the conditions listed above by the Allottee shall amount to a breach of this Agreement and entitle the Promoter to terminate the Agreement in accordance herewith.

Notwithstanding any other provisions of this Agreement, if the Allottee fails, ignores or neglects to take the possession of the Plot in accordance with the written intimation sent by the Promoters, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2. Maintenance charges shall keep accruing from the date mentioned in the offer of possession.

(B) In the event, the Allottee fails to take possession of the said Plot within _____ days from the date of offer in writing by the Promoters to take such possession, the Allottee shall be liable to pay the holding charges to the Promoter @Rs. _____ - per sq. yards. per month on the entire area of the said Plot ("**Holding Charges**") to be calculated from the first day after the expiry of the aforesaid _____ days for the entire period for which the Allottee fail to take the possession of the said Plot. The Holding Charges shall be distinct charge in addition to the maintenance charges and not related to any other charges/Total Price as provided under this Agreement. In case the Allottee fails to take the possession for _____ months from the date of offer of possession of the said Plot, the Promoters shall be entitled at their own discretion to cancel the allotment of the said Plot and refund the amount paid by the Allottee after deduction of Booking Amount/Earnest Money, brokerage, interest payable holding charges maintenance charges (till the date of such cancellation), cost of any incentive or scheme given and any other amount of a non-refundable nature.

- 7.4 **Possession by the Allottee** – After obtaining the part completion/completion certificate or approved Zoning-Cum-Demarcation Plan/provision of the services by the Promoters duly certifying/part completion/completion for the said Project and handing over physical possession of the plots to the allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and

plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of RERA Rules in due course of time subject to applicable laws, if any.

- 7.5 **Cancellation by the Allottee** – The Allottee shall have the right to cancel/ withdraw its allotment in the Project as provided in the Act and/or as set out in Clause 9.1 and 9.2 hereinbelow.

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit the Booking Amount/Earnest Money and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to the Promoters) and brokerage. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation.

- 7.6 **Compensation** – The Promoters shall compensate the Allottee in case of any loss caused to it due to defective title of the said Land, on which the Project is being developed/ has been developed, in the manner as provided under the Act.

- 7.7 Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 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; the Promoters 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 it in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 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 at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the 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:**

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land. The Promoters have the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoters have 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;
- (iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Land, the Project and the Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Land, the Project, the Plot and the Common Areas as provided under Rule 2(1)(f) of Rules;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;

- (x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of the Plot has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act 1975 and Rules framed thereunder, equipped with all the specifications, amenities and facilities as per agreed terms and conditions of Common Areas as provided under Rule 2(1)(f) of Rules).
- (xii) 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) 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 INCLUDING TERMINATION:

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

- (i) The Promoters fail to provide possession of the Plot to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, it shall mean the Project having development work such as provision of water supply, sewerage, electricity, roads, or any other amenities approved in the demarcation-cum-zoning plan for habitable condition (as per the guidelines of the competent authority) and for the same Promoters have obtained/shall obtain demarcation-cum-zoning plan/part completion/completion certificate as the case may be from the competent authority;
- (ii) Discontinuance of the Promoters' business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of default by the Promoters under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules, within 90 (ninety) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, it shall be paid by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoters 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 payments for 02 (two) consecutive demands made by the Promoters 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 at the rate prescribed in the Rules for the period of delay;
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 90 days after notice from the Promoters in this regard, the Promoters may cancel the allotment of the Plot and refund the money paid to it by the Allottee by deducting the Booking Amount/Earnest Money and interest component on delayed payment and brokerage, and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

9.4 The Promoters may alternatively, in its sole discretion, instead decide to enforce the payment of all its dues from the Allottee by seeking specific performance of this Agreement. Further, in every such case of delayed

payment, the subsequent credit of such delayed instalment(s)/ payments along with delayed interest in the account of the Promoters shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Promoters to terminate this Agreement in the manner provided herein.

- 9.5 If case the Allottee neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or acts in any manner contrary to any undertaking assured herein in this Agreement and does not cure such default within the time stipulated in the notice sent by the Promoters in this regard, the Promoters may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount/Earnest Money and interest component on delayed payment and brokerage, and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- 9.6 The Promoters shall, in its sole discretion, also be entitled to cancel/ terminate this Agreement, if in the sole opinion of the Promoters, (a) the allotment of the Plot has been obtained through fraud, misrepresentation, misstatement of facts or (b) concealment/ suppression of any material fact, or (c) the Allottee has violated or violates any of the directions, rules and regulations framed by the Promoters and/or the association of allottees or by any regulatory or statutory body or competent authority, including the DTCP or (d) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law. The conditions contained in this Clause shall also apply to the conveyance of the Plot and shall survive this Agreement and attach as a condition precedent to the use of the Plot within the meaning of Section 31 of the Transfer of Property Act.
- 9.7 Upon termination of this Agreement by the Promoters, save for the right to refund, if any, to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Promoters, the Owners and/or the Plot. Any claim by the Allottee in this regard shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto.
- 9.8 The Promoters shall on such termination be free to deal with the Plot in any manner whatsoever, in its sole and absolute discretion. In the event the Allottee has taken possession of the Plot, then the Promoter shall be entitled to re-enter and resume possession of the Plot and everything whatsoever contained therein and the Allottee and/or any other person/ occupant of the

Plot shall immediately vacate the Plot and otherwise be liable to immediate ejectment as an unlawful occupant/ trespasser. This is without prejudice to any other rights available to the Promoter against the Allottee.

10. CONVEYANCE OF THE SAID PLOT:

The Promoters, on receipt of Total Price of the Plot as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee and upon execution of necessary documents including the indemnity bond, affidavits, etc. by the Allottee, shall along with the Owners, execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the part completion/completion certificate/demarcation-cum-zoning, to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within three (3) months from the date of issue of part completion/completion certificate/demarcation-cum-zoning. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The Promoters shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee has taken any loan from any bank/ financial institution for the Plot, the original transfer documents including the conveyance deed shall be directly handed over by the Promoter to the lending institution, if so required by them.

11. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

- 11.1 The Allottee understands and agrees that until the conveyance deed is executed, it shall not have any right to transfer/ assign this Agreement in favour of any other person.
- 11.2 Notwithstanding the above restriction, the Promoters may at its sole discretion permit such assignment/ transfer of this Agreement in favour of a nominee of the Allottee upon execution & registration of such Agreement in accordance with applicable HRERA Act & Rules , on a case to case basis, subject always to payment of the administrative charges and/or transfer charges in accordance with the Promoters' policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominee(s)/ assignee(s)/ transferee(s), to the complete satisfaction of the Promoter and in the format finalized by the Promoter.
- 11.3 In the event the Allottee has obtained finance/ loan against the said Plot from any financial institution/ bank, then a No Objection Certificate/ letter (NOC) by such financial institution/ bank shall also be submitted to the Promoter in a format approved by the Promoters, permitting/ consenting to the requested assignment/ transfer, by the Allottee. It is however made clear that the Allottee does not have any enforceable right to demand assignment/ transfer of its rights under this Agreement, the sole discretion for which vests with the Promoters and the Allottee agrees and consents that the Promoter is entitled to reject the requested assignment/ transfer of this Agreement without assigning any reasons, even though it may have done so in any other person's case previously or may do so subsequently.
- 11.4 In the event that any such request for assignment/ transfer of rights under this Agreement is permitted by the Promoters, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes to keep the Promoters saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.) or any other adverse consequence whatsoever on account of such permission being accorded by the Promoter to the request of the Allottee.
- 11.5 In the event of the assignment/ transfer of the Allottee's rights under this Agreement in favour of any third person as its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect by the Allottee as if the same had been executed by such nominee(s) itself. Any

claims or disputes between the Allottee and its nominee(s) including those as a result of subsequent increase/ decrease in the area of the said Plot or its location will be settled between them and the Promoter will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/ transfer of the Agreement. In the event there are any executive instructions, governmental orders, or any statutory notification, which restricts the transfer/ assignment of the Agreement, the Promoters as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental orders, as the case may be.

12. MAINTENANCE OF THE SAID PLOT/ PROJECT:

- 12.1 The Promoters/MSA 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/RWA upon the issuance of the part completion/completion certificate of the Project. The Allottee undertakes to execute the maintenance agreement and make payment of applicable maintenance accordingly. The cost of such maintenance has not been included in the Total Price of the Plot.
- 12.2 The Allottee agrees to deposit and shall keep deposited as per Payment Plan a non-fundable Interest Free Maintenance Security Deposit (IFMSD) calculated at the rate of Rs. _____ per sq. yds. On the area of the said Plot to secure the adequate provisions of the maintenance of Common Areas and facilities and also to secure the payment of maintenance charges, electricity charges, and other charges if any as raised by the Promoters/ MSA.
- 12.3 The Allottee authorizes the Promoters/MSA to adjust and use the amount of IFMSD against unpaid amount of maintenance charges, electricity charges, and other charges. On account of this adjustment, if the amount of IFMSD falls below the total of IFMSD deposited and to be kept deposited by Allottee to the extent as mentioned hereinabove, the Allottee shall replenish the same within __days from the demand raised.
- 12.4 Upon handing over the maintenance of the Project to the association of allottees/RWA, the balance IFMSD shall be transferred to them and upon such transfer the Promoters shall be completely discharged of all its obligations and responsibilities.

13. **DEFECT LIABILITY**

It is agreed that in case any deficiency in the provisioning of services or any other obligations of the Promoters as per this Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. **RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Promoters/ MSA/ association of allottees shall have right of unrestricted access to all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoters/ association of allottees and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of and Service Areas: Service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. 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 as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

16.1 Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at its own cost, in good repair and condition and shall not do or suffer to be done anything in the Plot or Building or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers,

drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the road or anywhere on the gate of the Project, or the Common Areas. Further, the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or roads. 16.3 The Allottee is strictly prohibited from making any alterations or modifications in the area/sides of the Plot to the common structures or the services and systems laid out in the Project including any changes that would lead to disruption of the services laid out in the Project for the use by one or more Plots. 16.4 The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the outer sides of the Plot. 16.5 The Allottee shall not encroach/cover any pathway/road in front of his Plot or at any other place in the Project. 16.6 The Allottee shall obtain electricity/water connections from the competent authority at its own cost. The Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions imposed by these authorities.

16.7 The Allottee shall not use/ cause to be used the said Plot for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the said Plot be put to residential use only. Furthermore, the Allottee specifically undertakes not to use the said Plot or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.

16.8 The Allottee shall construct the house upon said Plot only after obtaining sanction of building plans from the competent authority in this regard. The Allottee shall obtain from the competent authorities at its own cost the connections of electricity/water/sewerage etc.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

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

- 16.1 The Promoter has made it expressly clear to the Allottee that the rights of the Promoter in the said Plot agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DGTCP and/or any other statutory authority(ies).
- 16.2 The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable layout plan/site plan, zoning plans, building plans of Plot and all laws, bye-laws, rules, regulations and policies applicable to the said Plot and the Project or as imposed or may be imposed in future under any applicable law.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the execution of this Agreement, in the event the Promoters creates any charge on the Plot/ Project 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 the Plot

Without prejudice, the Allottee hereby authorizes and permits the Promoters to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the Project or any part thereof including the said Plot, subject only to the condition that a NOC for the said Plot shall be obtained from the said institution, company or bank either before the execution of the Conveyance Deed. the Allottee further understands and agrees that the provisions of this Agreement are and shall continue to be subject to and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Promoters and furthermore such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Plot or excuse the Allottee from performing all the other obligations hereunder or be the basis of any claim against the Promoters.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 and secondly, appears for registration of the same before the concerned Sub-Registrar Sohna, Gurgaon as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. 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 Plot.

22. RIGHT TO AMEND:

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

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

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Plot, in case of a

transfer, as the said obligations go along with the Plot for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

21.1 The Promoters 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.

21.2 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.

21.3 A waiver of a particular obligation of the Allottee in one circumstance will not prevent the Promoter from subsequently requiring compliance from the Allottee with such obligation on other occasions.

25. 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.

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 allottees in Project, the same shall be the proportion which the area of the Plot bears to the total of all the Plots in the said 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 Promoters through its authorized signatory at the Promoters' Office and after the Agreement is duly executed by the Allottee and the Promoters, shall be registered as per provisions of the relevant applicable laws in the state of Haryana for requisite registration.

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 below:

Allottee:

Promoters:

It shall be the duty of the Allottee and the Promoters 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 Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Plot prior to the execution and registration of this Agreement for Sale for such plot shall not be construed to limit the rights and interests of the Allottee

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature : _____
Name : _____
Address : _____

(2) Signature : _____

Please affix photographs and sign across the photographs
Please affix photographs and sign across the photographs

Name : _____
Address : _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters:

Signature (Authorised Signatory) _____
Name: _____
Address: _____

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature : _____
Name : _____
Address : _____

(2) Signature : _____
Name : _____
Address : _____

(3) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

Please affix
photographs and
sign across the
photographs

At ____ on ____ in the presence of:

WITNESSES:

- 1. Signature __ Name _____ Address _____
- 2. Signature __ Name _____ Address _____

SCHEDULE ‘A’ - PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE ‘B’ - LAYOUT PLAN OF THE PLOT

SCHEDULE 'C' - PAYMENT PLAN

Plot No	_____
Type	_____
Area	_____ sq.mtr _____ sq.yds.

S.No	Charges (Per Sqmt.)	Amount (Rs.)
1.	Basic Sale Price at the rate of Rs. _____/- per sq. meter	
2.	Preferential Location Charges at the rate of Rs. _____ per sq. meter	
3	Power Back up Charges for ____ Kv @ Rs. _____ per KV	
4	GST on Power Back up	
5	Non-fundable Interest Free Maintenance Security Deposit (IFMSD)	
6.	Proportionate share in common area at the rate of Rs. _____ per sq. meter	
7.	Development Charges:	
	a. External Development Charges at the rate of Rs. _____ per sq. meter*	
	b. Internal Development Charges at the rate of Rs. _____ per sq. meter*	
	c. Infrastructure Augmentation Charges at the rate of Rs. _____ per sq. meter	
8.	Applicable Taxes:	
	a. GST	
	b. Labour Cess	
9.	Maintenance Charges	As decided by the MSA
11	Stamp Duty, Registration Charge and Miscellaneous expenses	As per actual
Total Price		

*Subject to final determination of rate by the DTCP/Government.