

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE ("Agreement")** is made and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023;

### BY AND BETWEEN

**M/S. NEXTRA DEVELOPERS LLP** a Limited Liability Partnership concern registered under the provisions of Limited Liability Partnership, Act 2008 bearing LLPIN AAD-8248 having its registered office situated at Plot No.4B, District Center, Mayur Vihar Phase-I Extension, Delhi-110091 (PAN No. \_\_\_\_\_) represented by its Authorized Signatory Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized *vide* Resolution dated \_\_\_\_\_ to execute this Agreement, hereinafter referred to as the **"Promoter"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include partners or partner for the time being of the said LLP, the survivors or survivor and its successors, executors, nominees, constituted attorney(s) and permitted assigns) of the **FIRST PART**;

### AND

M/s \_\_\_\_\_ (CIN No. \_\_\_\_\_) a Company incorporated under the Companies Act, [1956 or 2013 as the case may be] having its Registered Office at \_\_\_\_\_ represented by its Authorized Signatory Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized *vide* Board Resolution dated \_\_\_\_\_ hereinafter referred to as the **"Allottee"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**;

### OR

**\*\*M/s.** \_\_\_\_\_ a sole proprietorship firm having principal place of business \_\_\_\_\_ its \_\_\_\_\_ at \_\_\_\_\_ through sole proprietor Mr./Mrs./Ms. \_\_\_\_\_ (PAN No. \_\_\_\_\_) Son/wife/daughter of Mr. \_\_\_\_\_ R/o \_\_\_\_\_ hereinafter referred to as the **"Allottee"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**;

### OR

**\*\*M/s** \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ authorised through its Partner Mr./Mrs./Ms. \_\_\_\_\_ (PAN No. \_\_\_\_\_) Son/wife/daughter of Mr. \_\_\_\_\_ R/o \_\_\_\_\_ hereinafter referred to as the **"Allottee"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**;

### OR

1. Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)

son/wife/daughter of Mr. \_\_\_\_\_ Resident of \_\_\_\_\_

Jointly with:

2. Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)  
son/wife/daughter of Mr. \_\_\_\_\_ Resident of \_\_\_\_\_

3. Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)  
son/wife/daughter of Mr. \_\_\_\_\_ Resident of \_\_\_\_\_

hereinafter individually or jointly, as the case may be, referred to as the “**Allottee (s)**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/its/their heirs, successors, legal representatives, legatees, executors, nominees, constituted attorney(s) and permitted assigns) of the **OTHER PART**;

**OR**

\*\*Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)  
S/o \_\_\_\_\_ aged about \_\_\_\_\_ for self  
and as the Karta Hindu Joint Mitakshara Family known as M/s.  
\_\_\_\_\_ (HUF) having its  
residence/place \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ at \_\_\_\_\_

hereinafter referred to as the “**Allottee**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include the members of the HUF its successors, legal representatives, legatees, beneficiary, executors, nominees, constituted Attorney(s) and permitted assigns of the **OTHER PART**;

(\*\* Delete whichever is not applicable)

(The abovementioned expression “**Promoter**” and “**Allottee**” in this Agreement shall be collectively referred to as the “**Parties**” and individually as a “**Party**”)

## **DEFINITIONS & INTERPRETATIONS**

The terms and the words used herein shall have the meaning defined hereunder:

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **Applicable Law(s)**: shall mean any Indian statute, law, acts of the state legislature or Indian parliament, regulation, ordinance, rule, judgment, order, decree, bye-laws, clearances, directives, guidelines, policy requirement, or any governmental restriction or any similar form of decision of, or determination, or any interpretation having the force of law in India, of any of the foregoing, by any Government Authority or administration having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter, and includes laws which may be applicable to the transaction contemplated herein including bye-laws in relation to building and construction as applicable to the Township/Plot;

- (c) “**Authority/Competent Authority/Government Authority**” shall mean any government or any governmental agency, semi-governmental, regulatory or judicial or quasi-judicial or administrative entity or authority (including without limitation, any self-regulatory organization established under any law or regulation);
- (d) “**Basic Sale Price**” (**BSP**) shall have the meaning ascribed to it in Clause 2.1;
- (e) “**Collaboration Agreement**” shall have the meaning ascribed to it in Recital E;
- (f) “**Common Areas**” means the common areas and amenities within the Township as per conditions of Clause No.2(iii) of License No. 24/2017 dated 13/06/2017;
- (g) “**Government**” means the Government of the State of Haryana;
- (h) **Licence:** being **Licence No.06/2023** dated 06/01/2023 issued by the Town & Country Planning Department, Chandigarh, Government of Haryana for the promotion and development of a residential plotted township under the Deen Dayal Jan Awas Yojna 2016 at village Kharkhoda & Pipli, Sector 2, Kharkhoda, District Sonapat, Haryana;
- (i) “**Owner**” means owners of land at village Kharkhoda & Pipli, Sector 2, Kharkhoda, District Sonapat, Haryana and as ascribed in Recitals A-D;
- (j) “**Payment Plan**” shall mean the payment plan specified in Schedule - C attached hereto;
- (k) “**Plot**” shall have the meaning ascribed to it in Clause 1.2;
- (l) “**Regulations**” Regulations means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (m) “**Rules**” means the Real Estate (Regulation and Development) Rules 2017;
- (n) “**Said Land**” shall have the meaning ascribed to it in Recital G;
- (o) “**Section**” means section of the Real Estate (Regulation and Development) Act, 2016.
- (p) “**Total Sale Consideration**” shall have the meaning ascribed to it in Clause 2;
- (q) “**Township**” shall have the meaning ascribed to it in Recital I;

#### WHEREAS:

- A. **Mr. Naveen Kumar** S/o Late Sh. Ajit Singh S/o Kartar Singh R/o H. No.165A, Ward No.7, Kharkhoda, Distt-Sonapat, Haryana – 131402, **Mr. Preet** S/o Late Sh. Ajit Singh R/o H. No.176, Ward No.9, Sampla Road, Kharkhoda, Distt.-Sonapat, Haryana – 131402, **Mr. Rajbir Singh** S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o D-115/116, Freedom Fighter Enclave, Nebsarai, Delhi – 110068, **Mr. Raj kumar** S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o Ward -7, Kharkhoda, Distt. Sonapat, Haryana – 131402, **Mr. Praveen Kumar** S/o Late Sh. Vinod Kumar S/o

Kartar Singh R/o D-214, Freedom Fighter Enclave, Nebsarai, Delhi – 110068 and **Mr. Parvinder** S/o Sh. Pawan Kumar S/o Kartar Singh R/o D-216, Freedom Fighter Enclave, Nebsarai, Delhi – 110068 are the absolute and lawful owner of land measuring

1. 1 Kanal, 2 Marla, Rectangle No.155, Kila No.13/2,
2. 8 Kanal, Rectangle No.155, Kila No.18
3. 8 Kanal, Rectangle No.155, Kila No.19
4. 7 Kanal, 11 Marla, Rectangle No.155, Kila No.21/2
5. 7 Kanal, 11 Marla, Rectangle No.155, Kila No.22/2
6. 8 Kanal, Rectangle No.155, Kila No.23
7. 3 Kanal, 11 Marla, Rectangle No.155, Kila No.24/2
8. 3 Kanal, 13.34 Marla, Rectangle No.158, Kila No.1
9. 5 Kanal, 2.23 Marla, Rectangle No.158, Kila No.2
10. 1 Kanal, 0.26 Marla, Rectangle No.158, Kila No.3/1
11. 5 Kanal, 11 Marla, Rectangle No.158, Kila No.3/2
12. 7 Kanal, 13.34 Marla, Rectangle No.158, Kila No.4
13. 9 Kanal, 11 Marla, Rectangle No.158, Kila No.5

situated in the revenue estate of Kharkhauda, Sector 2, Kharkhoda, District Sonapat, Haryana *vide* Collaboration Agreement dated 19.03.2014, duly registered at the Office of the Sub-Registrar, at Kharkhoda;

- B. **Mr. Naveen Kumar** S/o Late Sh. Ajit Singh S/o Kartar Singh R/o H. No.165A, Ward No.7, Kharkhoda, Distt-Sonapat, Haryana – 131402, **Mr. Preet** S/o Late Sh. Ajit Singh R/o H. No.176, Ward No.9, Sampla Road, Kharkhoda, Distt.-Sonapat, Haryana – 131402, **Mr. Rajbir Singh** S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o D-115/116, Freedom Fighter Enclave, Nebsarai, Delhi – 110068, **Mr. Raj kumar** S/o Late Sh. Kartar Singh S/o Late Giri Raj R/o Ward -7, Kharkhoda, Distt. Sonapat, Haryana – 131402 and **Mr. Parvinder** S/o Sh. Pawan Kumar S/o Kartar Singh R/o D-216, Freedom Fighter Enclave, Nebsarai, Delhi – 110068 are the absolute and lawful owner of land measuring

1. 8 Kanal, Rectangle No.155, Kila No.8,
2. 3 Kanal, 8 Marla, Rectangle No.155, Kila No.9/1
3. 4 Kanal, 12 Marla, Rectangle No.155, Kila No.9/2
4. 8 Kanal, Rectangle No.155, Kila No.10
5. 8 Kanal, Rectangle No.155, Kila No.11
6. 8 Kanal, Rectangle No.155, Kila No.12
7. 6 Kanal, 18 Marla, Rectangle No.155, Kila No.13/1
8. 3 Kanal, 13.34 Marla, Rectangle No.158, Kila No.1

situated in the revenue estate of Kharkhauda, Sector 2, Kharkhoda, District Sonapat, Haryana *vide* Collaboration Agreement dated 19.03.2014, duly registered at the Office of the Sub-Registrar, at Kharkhoda;

(The abovementioned Companies are collectively referred to as the “**Owners**”)

- B. That M/s. **Nextra Developers LLP** (Formerly known as Suncity Infraestate Private Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at **Plot 4B, Second Floor, Mayur Vihar District Centre, Mayur Vihar Extension, New Delhi-110091** entered into Collaboration Agreements with:

i. **Mr. Naveen Kumar, Mr. Preet, Mr. Rajbir Singh, Mr. Raj Kumar, Mr. Praveen Kumar and Mr. Parvinder** on 19.03.2014.

ii. **Mr. Naveen Kumar, Mr. Preet, Mr. Rajbir Singh, Mr. Raj Kumar and Mr. Parvinder** on 19.03.2014.

- C. That M/s. Suncity Infraestate Private Limited was subsequently registered under the provisions of Limited Liability Partnership, Act 2008 and became a Limited Liability Partnership concern namely Nextra Developers LLP;
- D. That *vide* the aforesaid Collaboration Agreements, the Promoter is entitled, competent and authorized to carry out and develop the aforesaid respective parcels of land of the Owners totally admeasuring 74,540.84 square yards ( 62,325.6358 square meters) (hereinafter the “**Said Land**”) situated in the revenue estate of village Kharkhoda & Pipli, Sector 2, Kharkhoda, District Sonapat, Haryana and to book, allot and sell Plot(s) (defined hereinafter) and to enter into and execute appropriate agreements for sale and to receive sale consideration thereof or in relation thereto;
- E. That the Township is being developed under the *Deen Dayal Jan Awas Yojna* under the Affordable Plotted Housing Policy 2016;
- F. That the Said Land is earmarked for the promotion and development of a residential plotted township (hereinafter the “**Township**”) comprising of 249 (Two Hundred Forty Nine) plots and the Township shall be known as ‘**Nextra City 2**’ ( hereinafter the “**Said Project**”),
- J. The Promoter has complied with the provisions, rules, notification, bye-laws and other legal formalities in this regard and has obtained the sanction of aforesaid layout plan for the development of the Township and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which the Said Project is to be carried out/developed, have been completed;
- K. That the Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Director, Town and Country Planning, Haryana, Chandigarh and the said competent authority has granted License No.06/2023 to the Promoter to develop the Said Project;
- L. That the Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Huda Complex, Sector 6, Panchkula - 134109 on                      under Registration No.    of 2023.
- M. That the Allottee acknowledges that the Promoter has readily provided all the information, clarifications as required by him/her/it/them and the Allottee acknowledges that only after having understood all limitations and obligations of the Promoter in respect of the said Land and the Township and after examining and having satisfied itself with the right, title and interest and competency of the Promoter and all other

aspects in this regard including the layout plan, specifications, amenities and facilities of the Plot and accepted the same including the payment plan he/she/they/it has applied for allotment of the Plot in the Township in his/her/its/their favour;

- N. That the Allottee has represented and warranted to the Promoter that he/she/it/they is/are legally competent and have the power and authority to enter into and perform under this Agreement and after having fully acquainted and satisfied himself/herself/itself/themselves with the facts as recorded herein, the Promoter has agreed to allot the Plot to the Allottee, on the terms agreed and recorded hereinafter;
- O. The Promoter relying upon the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement has accepted in good faith the Application and has allotted the Plot, subject to the terms of this Agreement stated hereinafter;
- P. That 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 and that 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;

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

## **1. ALLOTMENT**

- 1.1. That the Allottee has applied for allotment of plot in the Project *vide* Application No. \_\_\_\_\_ dated \_\_\_\_\_;
- 1.2. That the Allottee has been allotted Plot No. \_\_\_\_\_ ( \_\_\_\_\_ ) having area of \_\_\_\_\_ ( \_\_\_\_\_ ) square yards ( \_\_\_\_\_ square meters) (hereinafter the “**Plot**”), more particularly described in **Schedule – A**
- 1.3. That all other plot/open land(s), other than the Plot allotted to the Allottee, are specifically excluded from the scope of this Agreement and the Allottee shall not be entitled to claim any kind of right, title or interest etc. in any form or manner whatsoever in such other land(s) and/or plot(s), including the Common Areas;
- 1.4. The Allottee has confirmed to the Promoter that he/she/it/they is/are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, legal formalities, etc. applicable to the said Land in general and the Plot in particular and the terms and conditions contained in this Agreement and that he/she/it/they has/have clearly understood his/her/its/their rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

## **2. TOTAL SALE CONSIDERATION:**

- 2.1 Subject to the provisions and covenants contained herein to be observed, the Total Sale Consideration (hereinafter the “**Total Sale Consideration**”) and the Basic Sale Price (hereinafter the “**BSP**”) and other charges to be paid by the Allottee in terms of this Agreement, the Promoter hereby agrees to allot the Plot to the Allottee and the Allottee agrees for allotment of the plot(s) as contained hereunder;
- 2.2 That the Total Sale Consideration of the Plot shall be Rs. \_\_\_\_\_/- (approx.) (Rupees \_\_\_\_\_ only) calculated at the BSP of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per square yard plus, EDC of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only) per square yard plus IDC of Rs. \_\_\_\_\_) per square yard plus preferential location charges of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only) per square yard and maintenance charges, on actual basis, as per the Bill(s) raised by the maintenance agency plus applicable taxes of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only) per square yard other costs, if any, as specified in this Agreement. The Total Sale Consideration is payable as per the Payment Plan detailed in **Schedule - B** attached herewith.
- 2.3. That till such time, the Total Sale Consideration, and other applicable charges as may be mentioned herein are received by the Promoter and physical possession of the Plot is handed over to the Allottee, the Promoter shall continue to have full control over the Plot to the exclusion of the Allottee and/or his/her/its/their representative and/or agent and shall continue to be the absolute owner of the Plot;
- 2.4. The Total Sale Consideration shall include the booking amount paid by the Allottee to the Promoter towards the payment for the Plot and includes taxes consisting of tax paid or payable by the Promoter by way of GST, if applicable or any other similar taxes which may be levied, in connection with the allotment of the Plot payable by the Promoter by whatever name called up to the date of handing over the possession of the Plot to the Allottee after obtaining the completion certificate, provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification provided further that in the event of 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;
- 2.5 The Total Sale Consideration is free from escalation save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges (EDC, IDC and any other charges) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project

as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 2.6 The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment as per payment plan or as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter 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;
- 2.7 The Total Sale Consideration of the Plot includes recovery of price of land, development of the Common Areas, internal development charges, external development charges as on date , taxes, cost of providing electrification of township , water line, sewer line and other amenities (as per License No.24/2017 dated 13/06/2017) in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Project but does not include stamp duty and registration charges.
- 2.8 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Sale Consideration of the Plot at the time of making the application for allotment, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as specified in **Schedule - B** as may be demanded by the Promoter within the time and in the manner specified therein provided that if the Allottee delays/defaults in payment towards any amount which is due and payable, he/she/it/they shall be liable to pay interest thereon at the rate prescribed in the Rules/Act.

### 3. **MODE OF PAYMENT**

- 3.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments as per payment plan or on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Schedule - B**) through A/c Payee Cheque or Demand Draft or Bankers Cheque or through online payment in favour of **Nextra Developers LLP** payable at Delhi/New Delhi. It is agreed between the Parties that the said payment shall be accounted for only upon encashment/realization of the said negotiable instrument(s);

### 4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 4.1 The Allottee, if resident outside India, NRI/PIO shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission,



approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it/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.

For the avoidance of any doubt it is clarified that the Promoter accepts no responsibility and 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 execution 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.

## **5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

## **6. TIME IS ESSENCE**

- 6.1 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 Plot to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.
- 6.2 The timely payment of the Total Sale Consideration, as agreed upon and recorded, is the essence of this Agreement. It shall be incumbent upon the Allottee to comply with the terms of payment and the other terms and conditions of the Agreement.

## **7. ALTERATION/MODIFICATION**

- 7.1 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities described herein (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter 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.

- 7.2 That the Promoter agrees and undertakes it shall not make any additions and/or alteration in the approved sanctioned plans, lay out plans and specifications approved by the competent authority save and except in strict compliance with the requirement of Section 14 of the Act and other applicable laws, however, if at any stage the approved layout plans are modified/amended/changed by the competent authority or under court orders, pursuant to the execution of this Agreement, the Allottee shall be deemed to have given his/her/its/their consent to any such amendment in the sanctioned plans and allotment of Plots. The Promoter shall develop and strictly abide by the bye-laws and density norms and provisions prescribed by the Government of Haryana.

## **8. OWNERSHIP**

- 8.1 The Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot subject to the timely payment of the Total Sale Consideration and other applicable charges;
  - (ii) The Allottee shall have right to use the Common Areas such as roads and parks. The Allottee shall use the Common Areas along with other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas as per the conditions of issued license No.06/2023;
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Plot;
- 8.2 It is made clear by the Promoter and the Allottee agrees that this project will form a part of and/or shall be linked/combined with any other project of the Nextra Group of Companies in its vicinity and right of way will be given to allottees of other such project/s. However it is clarified that Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the Project and the Allottee shall have no right, title or interest therein except right of use combined with the right of usage of the other allottees.

## **9. PROMOTER/ALLOTTEE RIGHT TO RAISE FINANCE**

- 9.1. The Allottee hereby authorizes and permits the Promoter to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the plot(s)/Township/said Land subject to the condition that the Plot shall be free from all encumbrances at the time of execution of sale deed/conveyance deed in respect thereof. The Promoter/financial institution/bank shall always have the first charge on the Plot for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Promoter for the purpose of the development of the Township;
- 9.2. It is made clear by that the Promoter and understood by the Allottee that if the Promoter has availed loans towards the development of the Township, the Promoter undertakes and

assures the Allottee that requisite no objection certificate (**NOC**) from the financial institution(s)/bank(s) shall be furnished before the execution of conveyance deed/sale deed or any other definitive deed in respect of the Plot;

- 9.3. The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee's will remain bound under this Agreement whether or not he/she/it/they has been able to obtain financing for the purchase of the Plot. It shall not be the liability of the Promoter to arrange funds/loans for the Allottee from any bank(s)/financial institution(s);
- 9.4. In case of the Allottee has opted financial assistance from any financial institution(s)/bank(s) or any other institution/corporate or any other party, the conveyance deed/sale deed of the Plot in favour of the Allottee shall be executed by the Promoter only upon the Promoter receiving no objection certificate from such financial institution(s)/bank(s) or any other institution/corporate or any other party, as the case may be.

## **10. COMPLETION & POSSESSION**

- 10.1 The Promoter contemplates to complete the development of the Township and offer the same for possession within 60 (Sixty) months from the date of execution of this Agreement or from the sanctioning of all services plans of the entire Township whichever is later subject to *force majeure* conditions and subject to timely payment of the Total Sale Consideration by the Allottee, payment of stamp duty, registration charges and other applicable charges or as demanded by the Promoter.
- 10.2 Schedule for Possession of the Plot: The Promoter agrees and understands 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 Promoter assures to hand over possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Said Project in place on time, unless there is delay or failure due to civil commotion or by reason of war or enemy action or earthquake or any act of God, fire, flood, strike, lockout, riots, delay in decision/clearances from statutory body or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any reason beyond the control of the Promoter or as a result of any order or decree or judgment affecting the regular development of the Said Project ("*force majeure*"). If, however, the completion of the Project is delayed due to the *force majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such *force majeure* conditions are 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 Promoter to implement the Said Project due to *force majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the

Allottee agrees that he/she/it/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.

- 10.3 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate by the competent authority. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter or the Maintenance Agency promoted by the Promoter/Association of Allottees, as the case may be, after the issuance of the completion certificate for the Said Project. The Promoter shall hand over the occupancy certificate/completion certificate of the Plot / Project to the Allottee at the time of conveyance of the same
- 10.4 Failure of Allottee to take Possession of Plot: Upon receiving a written intimation from the Promoter to take possession, the Allottee shall take possession of the 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 Plot to the Allottee in terms of this Agreement. In case the Allottee fails to take possession within the time provided for herein, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 10.5 Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter 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, within thirty days after obtaining the completion certificate.
- 10.6 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, applicable maintenance charges in accordance with this Agreement, 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 Said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the Plot, 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 therefor by such authority or person.

- 10.7 Cancellation by Allottee: The Allottee shall have the right to cancel/with draw his allotment in the Project as provided in the Act provided that where the Allottee proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the allottee within 90 days of such cancellation.
- 10.8 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Project 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.
- 10.9 Except for occurrence of a *force majeure* event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement duly completed by the period specified herein; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act; or (iii) for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot with interest thereon at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 days of it becoming due and payable. Provided that where if the Allottee does not intend to withdraw from the Said 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 days of it becoming due and payable.

## **11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

11.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (iii) There are no encumbrances upon the said Land or the Said 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 Project, the Said Land and the Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, the Said Land and the Plot and common areas;

- (vi) 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;
- (vii) 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 Said Project and the Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) 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;
- (ix) At the time of execution of the conveyance deed the Promoter 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 Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities till the completion certificate has been issued and possession of the Plot along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Association of Allottees or the competent authority, as the case may be;
- (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 of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Said Project and/or the Plot.

## **12. EVENTS OF DEFAULTS AND CONSEQUENCES**

12.1 Subject to the *Force Majeure* conditions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide possession of the Plot to the Allottee within the time period specified herein or fails to complete the Said Project within the stipulated time disclosed at the time of registration of the Said Project with the Authority.

- (ii) Discontinuance of the Promoter's 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.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development 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 Promoter 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 forty-five days of receiving the termination notice. Provided that where the Allottee does not intend to withdraw from the Said Project or terminate the Agreement, he/she/it/they 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 Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due and payable.

12.3. 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 demands made by the Promoter as per the Payment Plan annexed hereto, 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;
- (iii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

### **13. CONVEYANCE OF THE PLOT**

13.1 The Promoter, on receipt of Total sale Consideration of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot within 3 months from the date of issuance of the occupancy certificate / completion certificate, as the case may be, 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 Promoter within 3 months from the date of issue of occupancy certificate / completion cartificate. 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 Promoter to

withhold registration of the conveyance deed in his/her/its/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **14. MAINTENANCE OF THE SAID PROJECT**

- 14.1 The Promoter shall be responsible to provide and maintain essential services upon the Allottee paying the maintenance charges, on actual basis, in terms of Bill(s) raised by the Seller or its appointed maintenance agency in the Said Project till the taking over of the maintenance of the Said Project by the Association of Allottees upon the issuance of the completion certificate of the said Project as per conditions laid in the License No.24/2017. The cost of such maintenance has been included in the Total sale Consideration of the Plot.

#### **15. DEFECT LIABILITY**

- 15.1 It is agreed that in case any defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of The Plot, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) 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.

#### **16. RIGHT TO ENTER FOR REPAIRS**

- 16.1 The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the 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.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY 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 Said Project.

#### **18. APARTMENT OWNERSHIP ACT**

- 18.1 The Promoter has assured the Allottees that the Said Project in its entirety is in accordance with the provisions of The Haryana Apartment Ownership Act, 1983.

#### **19. BINDING EFFECT**

- 19.1 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 and secondly, appears for registration of the same in his/her/its/their name or in the name of his/her/its/their nominee, if demanded by the Allottee, before the concerned Sub-Registrar at Kharkhoda as and when intimated by the Promoter. 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 Promoter 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.

## **20. ENTIRE AGREEMENT**

- 20.1 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**

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

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

- 22.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Said 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.

## **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 (Annexure C) 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**

- 24.1 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. FURTHER ASSURANCES**

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

## **26. NOTICES**

- 26.1 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:**

Name of Allottee: \_\_\_\_\_

Address \_\_\_\_\_

### **Promoter:**

M/s. Nextra Developers LLP  
Plot No.4B, District Center,  
Mayur Vihar Phase-I Extension,  
Delhi-110091

- 26.2 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.

## **27. JOINT ALLOTTEES**

- 27.1 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/it/they which shall, for all intents and purposes, be considered as properly served on all the Allottees.

## **28. SAVINGS**

- 28.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the 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 under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

## **29. GOVERNING LAW**

- 29.1 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.

## **30. DISPUTE RESOLUTION:**

- 30.1 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.

## **32. CAPTION/HEADINGS**

- 32.1 The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale on the day, month and year first herein above mentioned in the presence of attesting witness;

## **SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

- (1) Signature  
Name

Please affix  
photograph  
and sign  
across the  
photograph

Address

Signature  
Name  
Address

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature (Authorized

Signatory) Name

(2) Address

Please affix  
 photograph  
 and sign  
 across the  
 photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name

Address

2. Signature \_\_\_\_\_

Name

Address

**SCHEDULE – A**

DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE – B**  
**PAYMENT PLAN**