



MANSHA CITY

Sector-9, Palwal



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BUILDER BUYER AGREEMENT

THIS AGREEMENT is made at Faridabad on this _____ day of _____, 20____
BETWEEN

M/s MANSHA BUILDCON PVT. LTD.,

M/s MANSHA BUILDCON PVT LTD, a company incorporated under Companies Act, 1956 and having its Corporate Office at SCF No 157, Sector 9, Shopping Complex, Faridabad and having its Registered Office at D-357, Krishna Park, Village Devli Road, Khanpur, P.O. Pushpa Bhawan, New Delhi-110062 hereinafter referred to as "the Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns through its duly authorised signatory, of the **ONE PART**

AND

1. Shri/Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____

*2. Shri/Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____

(* to be filled up in case of Joint Purchasers)
Hereinafter referred to as the "Buyer" which expression unless repugnant to the context or subject shall mean and include their respective heirs, representatives, successors and assigns

OR

M/s. _____, a partnership firm duly registered under the Indian Partnership Act, 1932 having its Registered Office at _____ through its partner Shri/Smt. _____ S/W/D of _____ R/o _____

(hereinafter referred to as the "Buyer" which expression unless repugnant to the context or subject shall mean and include its partners, their respective heirs, representatives, successors and assigns.

OR

M/s _____ a Company registered under the Companies Act, 1956 having its Registered office at _____ through its Director Shri/Smt. _____ S/W/D of _____ R/o _____

(hereinafter singly/ jointly, as the case may be, referred to as "the Buyer" which expression shall unless repugnant to the context or meaning thereof, includes his/ her/ their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS:

- A. **AND WHEREAS** the Company has launched the Project on land falling in the Municipal limit (old) Palwal for development, construction and marketing of a residential township project situated in the revenue estate of village Palwal, District Palwal, Haryana (hereinafter referred to as the said "Land"). The Buyer(s) has agreed and accepted to deposit the development charges/EDC/IDC to the Company on pro-rata.
- B. **AND WHEREAS** the Company shall develop the said Land by constructing thereon the proposed residential Township Project in the name and style of "MANSHA CITY" (herein after referred to as said "PROJECT").
- C. **AND WHEREAS** the Buyer(s) has/have agreed to the terms and conditions as set out in the application for the allotment of Plot bearing No. _____ having an area of approx. _____ Sqyd. (_____ Sqmt.) approximately (hereinafter referred to as the said "Plot") and has made himself/herself fully conversant to the purchase at his/her own risk and cost.
- D. **AND WHEREAS** the Buyer(s) has/have represented that he/she has applied for allotment of said Plot/Floor/Villa with full knowledge and satisfaction of all relevant laws, bye-laws, rules, records, facts, status, ownership of land, what kind of usage the said land may be put to and status of the land and the arrangements pertaining to the said Project named as "MANSHA CITY" in particular which have been explained by the Company and understood by Buyer(s).
- E. **AND WHEREAS** the Buyer(s) has/have represented that he/she has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title in the Land of the said Project is marketable and the Company has right and authority to develop the said Project on the said Land and to sell the said Plot/Floor/Villa and other Plots/Floors/Villas to any party and the Buyer(s) hereby accepts and agrees to abide by the terms and conditions of this Agreement. Further the Buyer(s) has/have also seen and understood the tentative plans, designs, and specifications of the said Plot/Floor/Villa and the said Project and is willing to purchase the said Plot/Floor/Villa.
- F. **AND WHEREAS** the Buyer(s) has confirmed to the Company that he/she is entering into this Agreement with full knowledge and subject to all the laws, rules, regulations, notifications etc. applicable to this area, and of all the terms and conditions contained in this Agreement and represents that he/she had clearly understood his /her rights, duties, responsibilities and obligations contained under each and all the clauses of this Agreement and also undertake that there will not be any further investigation or objection by the Buyer(s) in this respect.
- G. **AND WHEREAS** the Company, relying on the confirmations, representations and assurances of the Buyer(s), to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot the said Plot and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- H. **AND WHEREAS** the Buyers acknowledge that the Seller/Company has readily provided all information/clarifications required by the Buyers and that the Buyers have approached the Seller/Company after inspection and verifying the records, documents, notifications, approvals and exemptions accorded by the Competent Authorities for the said Project and after fully understanding implications thereof, has applied for and obtained allotment of the said Plot/Floor/Villa. The Buyers assure that they have not relied upon and have not been influenced by any sales plans,

brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever (whether written or oral) made by the Seller/ Company, its selling agents, brokers or otherwise including but not limited to any representations relating to description of physical conditions of said Plot/Floor/Villa, said Land, the estimated facilities/amenities to be made available to the Buyers or any other data, except as specifically represented in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confirmation of Booking:

Subject to other terms and conditions of this agreement, the Company hereby agrees to sell and the Buyer(s) hereby agrees to purchase the Plot/Floor/Villa bearing No. _____ having an area of approx. _____ Sq.yd. (_____ Sq.mt.) approximately in the said Project as per plans and specifications inspected, seen and agreed by the Buyer(s) for a basic sale price at the rate of Rs. _____ (Rupees _____ Only) per sqyd/ Rs. _____ (Rupees _____ Only) per sqmt totaling

Rs. _____ (Rupees _____ Only) plus additional charges including Development Charges, IFMS, UCC, HSEB charges, preferential location charges, STP and other charges etc. as applicable to the said Plot/Floor/Villa.

2. Consideration/Price

- A. That the Buyer(s) hereby agrees to pay to the Company the Development Charges, Preferential Location Charges, Utility Connection Charges, Interest Free Maintenance Security, Maintenance Charges and other charges towards the cost of the said Plot/Floor/Villa in addition to the Basic Sale Price as mentioned in Annexure 'A', attached with this Agreement.
- B. That the Buyer(s) shall pay the above price/cost to the Company as per the Payment Plan attached as Annexure 'B'.
- C. That it is clarified by the Company and agreed by the Buyer(s) that the electric, water, sewerage connection charges etc. and other charges are not included in the aforesaid price and shall be payable by the Buyer(s) in addition to the price of the said Plot/Floor/Villa. The Buyer(s) shall pay the following amounts, on demand, to the Company as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Plot/Floor/Villa or as the case may be.
 - a. The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company or as the case may be, and the cost of Installation of Sub-Station/Power House/Transformers shall be charged extra on pro-rata basis and shall be payable by the Buyer(s) on demand.
 - b. The individual Electricity Connection charges including deposit and Meter charges shall be borne by the Buyer(s).
 - c. The individual Water Connection charges from the Main supply line shall be borne by the Buyer(s).
 - d. The Sewerage Connection charges shall be borne by the Buyer(s).

by the Buyer(s).

- e. The Storm Water Connection charges from the said Plot/Floor/Villa to the Main line and Malba charges shall be borne by the Buyer(s).
- f. All Statutory Charges/Taxes etc., by whatever name they be called and which the Director General, Town Country Planning or Haryana Urban Development Authority (i.e. HUDA)/ Haryana Shehri Vikas Pradhikaran or Municipality or any other Government Department may impose/levy (even from retrospective effect) on said floor/said colony, shall be paid by the Buyer(s) on demand if need arises.
- g. Proportionate cost of Electricity Sub-Station, Transformers and Sewage Treatment Plant shall be paid by the Buyer(s) on demand.
- h. Cost of Electricity, Sewage and Water connection alongwith cost of meters, security and road cutting charges shall be paid by the Buyer(s) on demand to the concerned agencies/company/authority.

D. That it is agreed by the parties, that the Firefighting equipment and/or preventive measures may be installed by the Company in the common area/township if required by any law/ byelaws, order or directions or guidelines of the Government / any Statutory Authority/ Body and the cost of equipment and installation etc. thereof shall be chargeable extra from the Buyer(s) on pro-rata basis.

E. That the Company is responsible for providing internal services within the said Project which inter-alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

F. GST or any other Tax/Levy, as applicable on aforesaid amounts/consideration shall also be payable by Buyer.

G. The final calculation of area super built up area of said Plot/Floor/Villa will be assessed at the time of possession and all charges mentioned in Annexure A and in this agreement shall be proportionately charged accordingly.

H. Amount equivalent to 25% (Twenty Five Percent) of total Basic Price and other charges of said floor/plot shall be deemed/considered as 'earnest money'.

I. Timely payment of installments as per the Payment Plan as agreed by the Buyer which is annexed hereto as Annexure 'B' is the essence of this Agreement. It shall be incumbent on the Buyer(s) to comply with the terms of payment and the Buyer(s) herein has agreed that the Company is under no obligation to send any demand letter(s)/notice to buyer. Buyer shall have to make timely payment of installments of consideration for said floor/plot/villa, as per Annexure B as his own obligation without waiting for company's demand letter. If any installment is delayed/not paid as per the Payment Plan, the Company will charge interest on delayed payment @ 18% per annum for delay upto two month and thereafter @ 24% per annum. Notwithstanding anything to the contrary contained herein, in case Buyer fails to pay any of the installments within three month from the date when such installment fell due, company shall be entitled to cancel the allotment of said plot/Floor/Villa and this

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agreement, unilaterally without giving any further notice to buyer and the Buyer will have no interest, right, title, claim, lien, etc. whatsoever on the said floor/plot/villa. In such a case, the amount paid by the Buyer upto 25% of the Basic Price of said floor, constituting the Earnest Money shall stand forfeited to company and the balance amount, if any, paid over and above the Earnest Money will be refunded to the Buyer without any interest.

- J. All payments made by the buyer shall be first adjusted towards outstanding interest and then towards outstanding installment.
- K. It shall be incumbent on the Buyer to comply with the terms of payment and/or other terms and conditions of this agreement failing which the buyer authorizes the company to forfeit entire amount of earnest money, interest on delayed payment etc. and the allotment/Floor Buyer's Agreement shall stand cancelled and the Buyer shall be left with no lien, right, title, interest or any claim of whatsoever nature in the floor. The company shall thereafter be free to resell and/or deal with the said floor/plot/villa in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money would be refunded to the Buyer by the company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The company shall have the first lien and charge on the said floor/plot/villa for all its dues payable by the Buyer to the company.
- L. Buyer shall make all payments towards the consideration/price of said floor/plot/villa by way of cheques/drafts/pay orders issued in favour of "M/s. Mansha Buildcon Pvt. Ltd" (payable at par/Faridabad) or in such other name(s), which the company may direct by a written communication. All cheques/drafts/pay orders will be accepted by company subject to their realization and the receipts of the payment shall be issued by the Company in the name of the first buyer (in case of joint buyers) irrespective of the payment received from any person.
- M. That the company has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the Buyer(s) and the Buyer(s) shall be bound to pay as and when demanded by the Company.
- N. That the Buyer(s) specifically agree(s) to pay directly or if paid by the Company then reimburse to the Company on demand, all government charges, levies, service tax, any other charges, fees, taxes etc. leviable in future on the said Land and/or said Project to be constructed on the said Land or the said Plot/Floor/Villa, as the case may be, as assessable/ applicable from the date of allotment of the said Plot/Floor/Villa to the Buyer(s) and the same shall be borne and paid by the Buyer(s) in proportion to the area of the said Plot/Floor/Villa. If such charges are increased (including with retrospective effect) even after the execution of sale deed in that eventuality such charges shall be treated as unpaid sale price of the said Plot/Floor/Villa and the Company shall have the first charge /lien on the said Plot/Floor/Villa for recovery of such charges from the Buyer(s).
- O. The Buyer(s) undertakes to pay additionally to the Company, on demand, any External Development Charges (EDC) and Infrastructural Development Charges (IDC) or Development Charges levied, by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government and/or any competent authority(ies) including any enhancement/ increase thereof, and such EDC and IDC, Development Charges or other charges shall be borne and paid by the Buyer(s) on pro-rata basis as determined by the Company. If such charges are increased (including with retrospective effect),

first charge/lien on the said Plot/Floor/Villa for recovery of such charges from the Buyer(s).

- P. That both the parties have agreed that the cost of development of the said Plot/Floor/Villa is escalation free, save and except increases, which the Buyer(s) hereby agrees to pay due to increase in plot area, External Development Charges (EDC) and Infrastructural Development Charges (IDC), Development Charges, Basic price, Government rates, taxes, cesses etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Project requiring the Company to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Buyer(s) on pro-rata basis as and when demanded by the Company.
- Q. That it is further understood and agreed by the Buyer(s) that the area of the said Plot/Floor/Villa given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Plot/Floor/Villa, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the allotted area of the said Plot/Floor/Villa, the Buyer(s) shall pay for the increase in area at the rate of booking amount of the said Plot/Floor/Villa. In case of decrease of the allotted area of the said Plot/Floor/Villa, the amount received in excess over and above the total cost of the said Plot/Floor/Villa based on the changed area, shall be refunded / adjusted (as the case may be) by the Company to the Buyer(s) without any interest.
- R. Preferential Location Charges (PLC) shall be payable extra (on case to case basis) as and when demanded by the company and any other statutory Levies over and above all these expenses shall also be borne by the applicant(s).

3. Possession of said floor

- A. That the Company shall complete the Internal development/construction of the Project within a period of 24 months from the date of Allotment Letter/signing of this Agreement by the Buyer or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to other Plot/Floor/Villa Buyer(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Plot/Floor/Villa to the Buyer(s).
- B. That the Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this agreement if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, delays in receiving necessary permission/sanctions/approvals from Government Authorities, non-payment of installments by other Buyers, failure/delay at the end of Government/HUDA/HSVP (Haryana Shehr Vikas Pradhikaran) to provide necessary Infrastructural facilities like Electricity, Water, Sewerage and Road till the Periphery of said colony for being connected with internal lines/systems of said colony, etc. or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in delivery of possession of the said Plot/Floor/Villa to the Buyer(s).

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if the delay is caused due to carrying out any alternate/additional work demanded by the Buyer(s) at any point of time during development of the said Project.

- C. That the Company shall offer in writing to the Buyer(s) to take over, occupy and use the said Plot/Floor/Villa within thirty (30) days from the date of offer of possession and the Company shall hand over the said Plot/Floor/Villa to the Buyer(s) for his/her occupation and use subject to the Buyer(s) having complied with all the terms and conditions of this agreement and is not in default under any of the terms and conditions herein and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Buyer(s) shall within the time stipulated by the Company in the notice offering possession, take over possession of the said Plot/Floor/Villa from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Buyer(s) of all the dues permit the Buyer(s) to occupy and use the said Plot/Floor/Villa. If the Buyer(s) fails to take over the said Plot/Floor/Villa as aforesaid within the time limit prescribed by the Company in its notice, the said Plot/Floor/Villa shall lie at the risk and cost of the Buyer(s) and the Company shall have no liability or concern thereof. Further, in the event of his/her failure to take possession for any reasons whatsoever, he/she shall be deemed to have taken the possession of the said Plot/Floor/Villa on expiry of 30 days of offer of possession for the purpose of payment of applicable maintenance charges, holding charges or any other taxes, levies, outflows on account of the Plot/Floor/Villa or for any other purpose.
- D. That, if for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Buyer(s) money paid by him/her will be refunded by the company without any interest, on demand after compliance of certain formalities by the Buyer(s).
- E. That the Buyer(s) shall, after taking possession or deemed possession of the said Plot, as the case may be, or at any time, thereafter, shall have no objection to the Company developing or continuing with the development of other Plots/Floors adjoining the said Plot/Floor/Villa sold to the Buyer(s).
- F. That the Buyer(s) will be entitled to possession of the said Plot/Floor/Villa only after all the dues/amounts payable under this Agreement are paid and the Conveyance Deed/ Sale Deed in respect of the said Plot/Floor/Villa is executed and duly registered with the Registrar/ Sub-Registrar concerned.
- G. That the Buyer(s) after taking possession shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Plot/Floor/Villa or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Buyer(s) or his authorized representative.
4. Sale deed:
- A. Subject to compliance of all terms & conditions contained in this agreement, all laws, company's guidelines, all formalities of all authorities by Buyer; timely payment of total consideration/price of said Plot/Floor/Villa by the Buyer to the company and payment of all applicable fees/charges regarding said Plot/Floor/Villa by Buyer to concerned body/department, company shall convey said Plot/Floor/Villa and execute sale deed in respect thereof in favour of Buyer. Buyer shall be entitled to get the sale deed registered by the Registrar/ Sub-Registrar concerned.

- B. That the stamp duty, registration fee and other charges for execution and registration of this Agreement, Conveyance Deed/ Sale Deed or any other Documents with respect to the said Plot/Floor/Villa shall be payable by the Buyer(s) within the time specified in call notice given by the Company to the Buyer(s). The Buyer(s) shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.

5. **Monthly Maintenance Charges, Contingency Deposit and Sinking Fund:**

- A. That the common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/assigned to any government body or any other relevant body or any other maintenance agency.
- B. Buyer shall additionally pay regularly on monthly basis proportionate charges for maintaining common areas and providing common facilities in said colony (which are referred to as 'common area maintenance charges') in accordance with bills raised by Company or maintenance agency by the 'due date' mentioned in such bills. It is clarified that the rates of common area maintenance charges as may be applicable on various occupants of said colony and the same shall be determined exclusively by the Company or maintenance agency.
- C. That the Buyer(s) hereby agrees to keep with the Company an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Buyer(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Buyer(s) further agrees to deposit the said interest free maintenance security as per the schedule of payment given in this Agreement and to always keep it deposited with the Company or its Nominee / Maintenance Agency. A separate Maintenance Agreement between the Buyer(s) and the Company or its Nominee/Maintenance Agency will be signed at a later date.
- D. Common Area Maintenance Charges shall become payable with effect from the date when Buyer takes possession or with effect from expiry of thirty days from the date of offer of possession of said Plot/Floor/Villa by company, whichever is earlier.
- E. **Nature, specification and type of maintenance services and common facilities shall be determined exclusively by Company/maintenance agency.** Buyer will accept all maintenance services and common facilities offered by Company and/or maintenance agency. However, if 75% of total Plot/Floor/Villa holders in said colony, informs Company /maintenance agency in writing that they do not want a particular service/facility, Company/maintenance agency will stop providing such service/facility in said colony.
- F. All Taxes/charges/levies (including House Tax, Property Tax, Municipal Tax, etc.) applicable on said plot/floor/villa shall be borne by buyer and if any Tax/Charge/L levy is levied on said colony as a whole, same shall be paid proportionately by owners of various plot/floor/villa in said colony, whether levied in future or with retrospective effect.
- G. The entire maintenance, keep and preservation of the said project, operation of the common services and management of the common areas shall be done by the Company/maintenance Agency on the terms and conditions of the maintenance agreement. Which shall be executed between the buyers and maintenance agency duly appointed by the Company. The buyer unconditionally agrees and undertakes to abide by the terms

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of the maintenance agreement. The rate of the maintenance charges will be revised periodically. The Buyer agrees to this revision and also agrees that Company or its appointed agency may increase the said Charges, in the event of any increase in the cost of the above said factors at any time.

- H. Buyer shall deposit and always maintain with Company or maintenance agency, contingency deposit as per demand of Company/maintenance agency.
 - I. With effect from the date of offer of possession of said Plot/Floor/Villa by company, Buyer shall pay Sinking Fund to Company at the rates declared by the Company from time to time. This sinking fund shall be utilized for major repairs and/or replacement of equipments used for providing common services in said colony.
 - J. Company or maintenance agency may unilaterally decide/elect to install any additional equipment or upgrade or replace any existing equipment used for providing common facility to various occupants of said colony. Costs of such additional and other equipments (including up-gradation and replacement of existing equipment) shall be firstly adjusted from the Sinking Fund and the deficit (if any) shall be borne by the occupants of said colony and Buyer shall pay his proportionate share in this regard.
 - K. In case Buyer fails to make payment of any bill raised by Company or maintenance agency by its due date, Buyer shall be liable to pay interest on the defaulted amount for the delayed period @18% P.A. for delay upto two months and thereafter @24% P.A. In case buyer fails to make the payment of any bill raised by Company /maintenance agency within one year with effect from its due date, it will be considered as material breach of terms and conditions of the allotment.
 - L. In the event of transfer/assignment of the said Plot/Floor/Villa by the buyers in favour of any third party as per agreed terms, the IFMSD (Interest Free Maintenance Security Deposit), paid by the buyers under the maintenance agreement, shall be directly transferred to the account of such third party. Upon such transfer, the IFMSD and/or any other deposits/charges shall not be refunded by the Company to the buyers and same shall be transferred to the account of transferee(s).
 - M. That the Company shall have the right to transfer the IFMS of the Buyer(s) to the maintenance agency/ association of owners as the Company may deem fit, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Buyer(s) at any time upon execution of the Conveyance Deed/ Sale Deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Buyer(s) on account of the same.
 - N. That the Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot/Floor/Villa for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for connections/disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc.
6. Conditions regarding usage of said floor

- B. Buyer shall himself obtain utility connections (i.e., water, sewerage, electricity & telephone connection) for said Plot/Floor/Villa from concerned department/agency/service provider at his own costs and at his own responsibilities.
- C. Buyer shall always remain bound by Laws and Rules of Local Authorities/Govt.
- D. Buyer shall not be entitled to use any area/space outside the boundaries of said Plot/Floor/Villa for any purpose. However Buyer shall be entitled to use roads (for ingress and egress) and parks (for recreation) along with other occupants/visitors of said colony.
- E. Buyer shall not cause noise, air or water pollution by use of loudspeakers or any other instrument/equipment. Buyer shall also not throw or accumulate dust, garbage, filth and rubbish etc. anywhere in the said Project save and except at areas/places specifically earmarked for these purposes in the project and shall also not create nuisance of any nature.
- F. Allottee shall not carry out any construction in any part of building/plot without the written approval/permission from the company/competent authorities.
- G. That the use of the said Plot/Floor/Villa shall be governed as per provisions of the Zoning plan of the project. The permissible covered area shall be governed as per rules and regulations of the Department of the Town and Country Planning, Haryana or any other Govt. body/local body authority, as amended from time to time.
- H. Violation of any of the above terms of usage of said Plot/Floor/Villa shall be considered as material breach of terms and conditions of the allotment and consequences mentioned in clause 8, below shall follow.
- I. Buyer(s) shall not encroach on any space outside the boundaries of his/her allotted Plot/Floor/Villa. The buyer will not construct any approach ramp outside his/her allotted Plot/Floor/Villa dimensions. If buyer(s) needs to construct an approach ramp, then that approach ramp will have to be made within the boundary walls of the said Plot/Floor/Villa only.

7. Assignment:

Prior to execution of sale deed by company, buyer may transfer/assign his claims/interests in this agreement or in said floor/plot after obtaining 'No Objection Certificate' from company. Issuance of 'No Objection Certificate' shall be dependent on the then prevailing policies of company (including levying of Transfer fees/charges). After execution of sale deed by company, buyer will not be required to take 'No Objection Certificate' of the company but shall be bound by the rules and policies of Company in respect of transfer of properties/units in colony.

8. CONSEQUENCES OF MATERIAL BREACH OF TERMS AND CONDITIONS

- A. In case Buyer commits any material breach of any term or condition of the allotment/Builder Buyer Agreement, company shall be entitled to cancel the allotment (including the sale deed, if executed) and resume possession of said Plot/Floor/Villa. This will entail compulsory re-conveyance of said Plot/Floor/Villa to company. In case of re-conveyance, company shall refund the aforesaid paid consideration of said Plot/Floor/Villa to Buyer without any interest or other appreciation after deducting/adjusting the earnest money and other amounts due to the company/maintenance agency. Costs of re-conveyance including stamp duty shall be borne by buyer.

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B. Buyer undertakes to indemnify and keep the company indemnified from all losses and damages, which the company may suffer or sustain due to any act of omission or commission of Buyer.

9. Loans:

- A. Buyer may avail loan for making the payment of cost/price of said Plot/Floor/Villa to company from any bank or financial institution at his own responsibilities, risks, costs and consequences. It is clarified that Buyer shall have no right to force the company to comply with requirements or formalities of any bank or financial institution. However, if any bank/ financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Buyer(s) shall not make such refusal/ delay or an excuse for non payment of any installments/dues to the Company within stipulated time as per the payment plan.
- B. Company may avail any financial assistance or loan from any bank or financial institution and Buyer shall have no objection if company mortgage the land for said colony or any structure constructed thereon or any part thereof, as security for this purpose. However prior to executing sale deed of said Plot/Floor/Villa in favour of Buyer, company shall ensure that said Plot/Floor/Villa is free from all liens, charges and encumbrances.
- C. That the Buyer(s) hereby agrees that in case he/she has availed loan facility for the purchase of the said Plot/Floor/Villa, upon execution and registration of Conveyance/Sale Deed regarding the said Plot/Floor/Villa, the original Conveyance/Sale Deed shall be received by the Company on behalf of the Buyer(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.

10. Buyer's other acknowledgments

- A. Buyer has checked, verified and appraised himself with all the laws, rules, regulations, notifications, circulars and policies of the Government which are applicable on said colony. Buyer undertakes to comply with the same in letter and spirit.
- B. This agreement is subject to policies of the Government, terms and conditions of permissions/licenses issued by the Government and restrictions issued/imposed by Director, Town and Country Planning, Haryana, HUDA, Haryana Shehri Vikas Pradhikaran and other Government Authorities/Bodies including local Government, body/Municipality. Buyer hereby undertakes to abide by such policies, terms & conditions and restrictions.
- C. Buyer has checked, verified and satisfied himself regarding the authorities and entitlements of company to develop the said colony.
- D. Company may affect alterations in the layout plan of said colony, if and when considered by it to be necessary or desirable or as may be desired by any Govt. Authority/Body.
- E. Buyer hereby gives his irrevocable consent to the company for seeking alterations/changes in the layout plan of said Plot/Floor/Villa from competent authority.

Government. Company shall have no responsibility in case there is any delay at the end of Government to provide these facilities.

- G. That the Company alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc. or for any other purposes.
- H. That it is agreed by and between the Parties that unless a Conveyance Deed/ Sale Deed is executed and registered, the Company shall continue to have full authority over the said Plot/Floor/Villa and all dues/amounts paid by the Buyer(s) under this Agreement shall merely be a token payment for purchase of the allotted Plot/Floor/Villa and shall not give Buyer(s) any lien or interest on the said Plot/Floor/Villa until the Buyer(s) has complied with all the terms and conditions of this Agreement and a Conveyance of the said Plot/Floor/Villa has been executed and registered in his/her favour.
- I. That the terms and conditions contained herein shall be binding on the Occupier of the said Plot/Floor/Villa and default of the Occupier shall be treated as that of the Buyer(s), unless context requires otherwise.

11. Miscellaneous:

- A. Allotment made by company shall be provisional in nature, vesting no right in the said Plot/Floor/Villa in favour of buyer. Allotment shall get confirmed only upon execution of sale deed of said Plot/Floor/Villa in favour of buyer. Till the execution of sale deed all payments made by buyer shall be treated merely as 'advance'. In case the allotment is not confirmed due to any reason whatsoever, right of the buyer shall be limited only to the extent of demanding refund of amount actually paid by buyer to company without any interest or appreciation or compensation after deducting the earnest money.
- B. The builder shall have the right to change the unit no. or the Plot/Floor/Villa in the same colony.
- C. In case due to orders of Court or Government, company is unable to provide said Plot/Floor/Villa to buyer, buyer shall only be entitled to refund of amount paid by buyer to company without any interest after deducting the earnest money. In case either the Court or Government orders for payment of any penalty, fine, compensation to anyone, buyer shall pay the proportionate share thereof on demand of company.
- D. Buyer shall from time to time execute further documents and agreements including the Maintenance Agreement directly with the company/maintenance agency as may be required by company in company's standard formats. In case the Buyer fails to execute any document or agreement so required by company within 30 (thirty) days of demand thereof it will be considered as material breach of terms and conditions of this agreement and company shall be entitled to cancel this allotment.
- E. That all the Government taxes, levies and charges and future demand towards EDC/IDC, development charges and property tax etc. shall be paid and discharged by the Buyer exclusively. That the EDC/IDC/development charges charged by the Company is tentative. In case any enhancement or new demand is raised by the concerned Department, in respect of EDC/IDC/development charges or any other charge, at any point of time, the same shall be borne by the buyers. However, it is made clear by the Company and understood by the buyers that this amount is tentative. It is also made clear to the buyers that all such levies/increases may be levied by the

Government of Haryana with prospective or retrospective effect. The Company makes it clear that if it is required to pay such levies, EDC, IDC, development charges, interest and any other charge etc in such and prospective/retrospective effect, than the Company shall demand, and the buyers undertake to pay the same proportionately in the manner in which the area of the Plot/Floor/Villa bears to the total area of the said colony as calculated by the company. It is made abundantly clear that all EDC, IDC, development charges, IFMS and other charges are solely to the account of buyers and the company shall have no liability in this regard. Further, it is made known to the buyers that Government of Haryana may also levy other charges at any stage on the completion of the said colony or thereafter the demand for which will be raised by the Company and the buyers undertake to pay the same on demand to the Company. If any unearned increase or other charges are levied by any Govt. or local authority on the transfer of the Plot/Floor/Villa by the Company to the buyers or on the transfer/conveyance of Plot/Floor/Villa by the buyers or on the transfer/conveyance of the Plot/Floor/Villa in the name of the buyer, the same shall be borne separately by the buyer. The stamp duty & registration charges for executing the conveyance deed of the said floor (in the manner permissible) shall be borne by the buyers and shall also be liable to pay all such future levies as may be levied on the said project including enhancement of EDC, IDC Infrastructure Development Charges, Development Charges, VAT, Service Charges, GST etc. The above charges shall be payable by the Buyers as and when the call notice thereof is given by the Company within the time prescribed therein.

- F. The Buyers will procure electricity/power connection from State Electricity Board (DHBVN) at his/her level by deposit of prescribed charges.
- G. Foreign Buyer and Buyer having NRI status shall himself/herself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction/deal including remittance of payments in India and acquisition of immovable properties in India etc. and provide the company with such permissions, approvals etc. which would enable the Company to fulfil its obligations under the letter of Allotment. The Buyer(s) hereby understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made there under as amended from time to time. The Company accepts no responsibility in this regard. In case, it is ever found that any provision of any applicable law is not complied with or violated, it will be considered as material breach of terms and conditions of allotment and consequences mentioned in clause 8, above shall follow and the Buyer(s) shall be liable and responsible for the same.
- H. Buyer shall have no right to change or ask for change in the name of said colony/Project (MANSHA CITY). Company may at any time change the name of said colony. Company shall also be entitled to give any other name to any particular block/building forming the part of said colony.
- I. Buyer shall not be entitled to seek cancellation of this agreement. However company may in its sole discretion/prerogative accept Buyer's request (if any) [which request must be accompanied by 'No Objection Certificate' of broker] to cancel this agreement but in such a situation company shall be entitled to forfeit the earnest money and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by company on this deal from amount refundable to Buyer. Buyer shall not be entitled to claim any interest from company.

be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address. The address given in the application form for allotment shall be deemed to be the Registered Address of the Buyer(s) until the same is changed in the manner aforesaid.

- K. That in case of joint Buyer(s), all communication shall be sent by the Company to the Buyer(s) whose name appears first, at the address given by him/her and shall for all purpose be considered as served on all the Buyer(s) and no separate communication shall be necessary to the other named Buyer(s)
- L. That all letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/ Regd. AD/ Speed Post/ Courier Service to the last known address of the Buyer(s) shall be sufficient proof of receipt of the same by the Buyer(s) and which shall fully and effectually discharge the Company/ nominee.
- M. Buyer shall send all communications/letters to the company only through registered/speed post at company's office situated at "SCF No. 157, Shopping Complex, Sector 9, Faridabad, Haryana" or at such other address which the company may declare in writing for this purpose.
- N. Delay or indulgence by Company in enforcing any term or condition of this agreement or any forbearance or giving time to Buyer shall not be construed as a waiver on the part of Company nor shall the same in any manner prejudice any right of Company.
- O. The Buyer(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Plot/Floor/Villa. The Buyer(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional charges proportionately or as the case may be, as and when demanded by the Company.
- P. That in case, at any stage, the company decides to build a club house in the said project, the Buyer(s) hereby agrees to become member of the state of the art In-house Club on payment of fees and charges, as may be applicable. The Club shall be managed by the Company and/or its nominee. The Buyer(s) shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. It is clarified that the ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Company and/or its nominee appointed for this purpose. The Buyer(s) shall be entitled to avail the Club facilities/services as per the rules and regulations of the Club.
- Q. That the Company shall have the first lien and charge on the said Plot/Floor/Villa, in the event of the Buyer(s) parting with any interest therein, for all its dues that may become due and payable by the Buyer(s) to the Company under this Agreement.
- R. The Buyer(s) hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment plan. However, the Buyer(s) has specifically agreed that if due to any change in the layout plan, the said Plot ceases to be in a preferential location,

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the Company may adjust or refund only the amount of preferential location charges paid by the Buyer(s) and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout plan, the said Plot/Floor/Villa becomes preferentially located, in such case, the Buyer(s) shall be liable and agrees to pay the amount as and when demanded by the Company as preferential location charges.

- S. That it is an essential condition of this Agreement that the said Plot/Floor/Villa shall always be used for residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of the Agreement entitling the Company to cancel the Agreement and to forfeit the entire amount deposited by the Buyer(s). Thereafter, the Buyer(s) shall not have any right, title or interest in the said Plot allotted to him.
- T. That the Buyer(s) is not entitled to get the name(s) of his nominees(s) substituted in his place without the permission of the Company. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges as it may deem fit. Any change in name (including addition/deletion) of the Buyer(s) will be deemed as substitution for this purpose.
- U. If any provision or term or condition of this agreement is held to be void or unenforceable by any competent Court/Authority, such provision/term/condition shall be deemed to have been amended or deleted so far as it is reasonably consistent with the purpose of this agreement and remaining provisions, terms and conditions of this agreement shall remain valid and enforceable. In no circumstances it shall render this Agreement void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
- V. For all intents and purposes including for interpretation of terms and conditions of this agreement, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
- W. Terms and conditions in this agreement constitutes complete agreement and understandings between the parties on the subject hereof and supersedes all prior negotiations and/or agreements, either written or oral.
- X. Company shall not be bound by any verbal or written commitment or assurance alleged to have been given by any person whomsoever, which may be beyond the scope of this agreement.
- Y. Two copies of this agreement are being signed by both parties. One original copy shall be retained by company and other is being delivered to Buyer.

12. Dispute resolution

- A. Rights and obligations of parties arising from or concerning this agreement shall be construed and enforced in accordance with the laws of India.
- B. In case of any dispute between the parties hereto...

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matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated exclusively by company. Venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with company. Buyer shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason whatsoever, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/agreement between the parties.

C. Subject to arbitration clause as stated above, for all other legal matters between the company and Buyer, the Courts/Tribunals/Forums at Faridabad only shall have the exclusive jurisdiction.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:

WITNESSES:

1.

SIGNED, EXECUTED & DELIVERED BY:

for MANSHA BUILDCON PVT. LTD.

Authorized Signatory
(COMPANY)

2.

1. _____

2. _____

3. _____

BUYER(S)

ENDORSEMENT

1/We hereby assign all the rights and Liabilities under this Agreement in favour of:

1/We hereby accept all the rights and Liabilities under this Agreement assigned in my/our favour by:

1/We hereby assign all the rights and Liabilities under this Agreement in favour of:

1/We hereby accept all the rights and Liabilities under this Agreement assigned in my/our favour by:

TRANSFEROR

TRANSFeree

The above Transfer is hereby confirmed by
MANSHA BUILDCON PVT. LTD.

AUTHORISED SIGNATORY

TRANSFEROR

TRANSFeree

The above Transfer is hereby confirmed by
MANSHA BUILDCON PVT. LTD.

AUTHORISED SIGNATORY



MANSHA

MANSHA BUILDCON PVT. LTD.

(AN ISO 9001:2008 CERTIFIED COMPANY)

CORPORATE OFFICE: SCF-157, Sector-9, Shopping Centre, Faridabad.

E-mail: manshagroupfbid@gmail.com ; mansharealty@gmail.com

Annexure- A


Project	Mansha City
Plot NO	000
Size	000
Parking	Not Applicable

The Above Said Plot No.000 is bounded as under:-

North :
South :
East :
West :

Buyer

Mansha Buildcon pvt. Ltd.


Authorized Signatory


Annexure-E

SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT
MANSHA CITY, SECTOR-09, PALWAL

- Sewage Line
- Water Line
- Roads work facility
- Street light facility
- Gated colony
- Community space will be handover to DTCP/Haryana Government and DTCP/Haryana government will be develop as Community infrastructure at the sector level.

Buyer

Mansha Buildcon pvt ltd


Authorized Signatory

FROM NUH

SECTOR-8

FUTURE EXPANSION

SECTOR-09



SECTOR ROAD 45 M WIDE

TO PALWAL

SECTOR-12A

DEMARCATON PLAN

MARSHA BUILDCON 2-17


Annexure-D

PROPOSED SPECIFICATIONS PLOT
MANSHA CITY, SECTOR-09, PALWAL

- Sewage Connection
- Water Connection
- Electricity connection will be taken directly from the concern authority/department

Buyer

Mansha Buildcon pvt ltd


Authorized Signatory

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Annexure-C

Mr. Anil Kumar	Plot No-
Basic Sale Price (including EDC)	Rs. /-
Discount	NIL

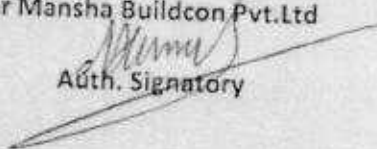
Payment Schedule

Installment	Amount
At the time of booking 10% of BSP	
At the time of booking 15% BSP within 45 Days + EDC	
At the time of booking 75% Within 90 Days Of BSP On Offer of Possession	

Note: - The Buyer shall be responsible to pay on Demand, any Liability, imposed by any competent authority even with retrospective effect in the shape of increase or fresh EDC or any other charges levied/taxes by whatever name.

Buyer

For Mansha Buildcon Pvt.Ltd


Auth. Signatory