

BUYER'S AGREEMENT

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| 1. Nature of Document | : Buyer's Agreement |
| 2. Type of Property | : Residential Plot |
| 3. Village/Locality | : Village & Sub Tehsil-
Farrukh Nagar, Sector-3,
Distt: -Gurugram, Haryana |
| 4. Plot Area | : ____Sq. Yd. |
| 5. Plot No | : ____ Golden Gate Residency-II,
Sector-3, Farrukh Nagar,
Gurugram, Haryana-122 |

This Builder Buyer Agreement (“**Agreement**”) is being executed at Sub Tehsil Farrukh Nagar, Gurugram on this _____ day of _____ 2023.

By and Between

M/s. Yashvi Builders Private Limited (CIN No. U75203HR2022PTC100375), a private limited company incorporated under the provision of the companies Act. 1956 (No. 1 of 1956) and the company is Private limited having it’s correspondence address at 10A, GF, BPTP Park Centra, Sector-30, 10th floor, Unit No- 1008 Gurugram, Haryana-122001 (PAN No. _____) through its authorised signatory presented by _____duly authorized vide resolution dated _____(hereinafter called the ‘**Developer**’ which expression shall unless repugnant to the context of this Agreement shall mean and include its legal representatives, administrators, executors, nominees and assigns etc.) **of FIRST PART.**

OR

Sh Rakesh Kumar and Pramod Kumar S/o Raj Kumar (Landowner), address at 549, near Dr. Yadav Clinic, Jharsa, Gurugram, Haryana-122001 (PAN No. _____) through its authorised signatory presented by _____duly authorized vide resolution dated _____(hereinafter called the ‘**Developer**’ which expression shall unless repugnant to the context of this Agreement shall mean and include its legal representatives, administrators, executors, nominees and assigns etc.) **of FIRST PART**

AND

Name of Applicant_____ Address: _____(**Aadhar No._____ PAN _____**) hereinafter called the “Allottee(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, administrators, successors-in interest and permitted assigns).

The Developer and Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires;

- A. “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- B. “Government” means the Government of the State of Haryana.
- C. “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.
- D. “Section” means a section of the Act.

DEVELOPER

ALLOTTEE(S)

WHEREAS Land and Licence:

- A. The Developer is the absolute and lawful owner and in physical possession of total land admeasuring **5.71875** comprised in Khewat/Khata No. _____
 Rectangle No. _____ 38 Killa No. _____
 _____, virtue of the Collaboration Agreement bearing document number _____ dated _____ respectively registered at the office of Sub-Registrar Farrukhnagar District- Gurugram. and Khewat/Khata No. _____ bearing only Rectangle No. _____ situated in the revenue estate of Village Farrukhnagar, Sub Tehsil Farrukhnagar, Tehsil & District Gurugram ("Said Land") by virtue of the Sale Deed bearing document number _____ dated _____ respectively registered at the office of Sub-Registrar Farrukhnagar District- Gurugram.
- B. The Said Land is earmarked for the purpose of residential plotted development of a residential project comprising residential plots and the said project shall be known as **"Golden Gate Residency-II" Farrukhnagar, Sector-3, Gurugram, Haryana** ("Project").
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been complied with.
- D. The Directorate of Town and Country Planning ("DTCP") has granted the approval/sanctions to develop the Project under DEEN DAYAL JAN AWAS YOJANA vide Licence bearing no. **136 of 2024** dated **04-11-2024**.
- E. The Developer has obtained approval on the Site Layout Plan or any requisite approval for the Project as the case may be from DTCP. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State of Haryana as applicable.
- F. The Developer has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority ("**Authority**") at Gurugram bearing registration number under RERA No. _____.
- G. The Allottee(s) had/have applied for a residential plot in the Project vide **application No. _____** has been allotted a residential **plot bearing No. _____** **having area of _____ SQ.YD.** situated in the project, namely, 'Golden Gate Residency', Sector-3, Vill. & Tehsil Farrukhnagar, District Gurugram, Haryana and

right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975) (hereinafter referred to as the **"Plot"** more particularly described in **Schedule A**).

- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot.

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Plot as specified in Recital G above.

- 1.2 The Total Sale Consideration of the residential Plot as per approved site layout plan/ zoning/demarcation plan is **Rs.**

Plot No.	
Area of the Plot (in Sq. Yds.)	

DEVELOPER

ALLOTTEE(S)

Rate of Plot per Sq. Yds	
EDC/IDC	
IFMS	
PLC	
Taxes	
Total Price (In Rupees)	

Explanation:

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

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee(s) to the Developer shall be increased/ decreased based on such change / modification.

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

- (iii) The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 1.2 above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Plot includes recovery of price of land, development/ construction of not only the Plot but also of the common areas, internal development charges, taxes/fees/levies etc., infrastructure augmentation charges, external development charges, cost of providing electric wiring, to the plot, water line to the plot, WTP and STP road connectivity to plot, firefighting

equipment in the common areas, maintenance charges as per Clause 11 hereto etc. and includes cost of providing all other facilities, amenities and specifications to be provided within the Plot in the Project.

- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges, which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Allottee(s), 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(s).
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule B ("Payment Plan").
- 1.5 It is agreed that the Developer shall not make any additions and alterations in the sanctioned site layout plans, specifications and amenities described herein at Schedule 'A' and Schedule 'C' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot and the Project, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made there under or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.6 The Developer shall confirm the area of a plot as per approved demarcation cum-zoning plan that has been allotted to the Allottee(s) after the development of the Project along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Developer shall inform the Allottee(s) about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Developer. If there is reduction in the area then the Developer shall refund the excess money paid by Allottee(s)

within 90 (Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the area, which is not more than 5% (five percent) of the area of the plot, allotted to the Allottee(s), the Developer may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule B. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.

- 1.7 Subject to the Clause 9.3, the Developer agrees and acknowledges, the Allottee(s) shall have the right to the Plot along with common amenities and common services as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Plot.
 - (ii) The Allottee(s) shall also have a right in the Common Areas as provided under Rule 2 (1)(f) of Rules, 2017 of the State of Haryana.
 - (iii) The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any in convenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Allottee(s)/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may.
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be.
- 1.8 The Developer agrees to pay all outstanding payments before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).
- 1.9 If the Developer fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the plot to the Allottee(s), the Developer agrees to be liable, even after the transfer of the Plot, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

- 1.10 The Allottee(s) has paid a sum of **Rs. _____, Dated- _____** as booking amount being part payment towards the Total Price of the Plot at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction/ development milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan (Schedule B) through A/c Payee Cheque/demand draft/ bankers Cheque or online payment (as applicable) in favour of '**YASHVI BUILDERS PRIVATE LIMITED RERA COLLECTION A/C**' payable at Gurugram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any other 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 Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole

responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with all necessary formalities as specified and under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s) 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 Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer 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(s) and the common areas to the association of Allottee(s) or the competent authority, as the case maybe, as provided under Rule.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- (i) The Allottee(s) has seen the site layout plan (annexed as **Schedule A**), specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot is located and has accepted the site plan, payment plan and the specifications amenities, facilities, etc. (annexed along with this Agreement) that has been approved by the competent authority, as represented by the Developer.
- (ii) The Developer shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration under the Act, etc.
- (iii) Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Building Code 2017 and shall not have an option to make any variation/

alteration/modification in such plans, other than in the manner provided under the Act and Rules made there under or as per Approvals /instructions/ guidelines of the competent authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT

7.1 Schedule for Possession of the Said Plot:

- (i) The Developer agrees and understands that timely delivery of possession of the developed Plot to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.
- (ii) The Developer assures to hand over possession of the developed Plot on or before (____ Dec 2025) unless there is delay due to “force majeure”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the developed Plot.
- (iii) The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s), the entire amount received by the Developer from the Allottee(s) within 90 (ninety) days. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession of Plot:

- (i) The Developer, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the Developer, duly certifying/ part completion certificate, as the case may be, in respect of Project shall offer in writing the possession of the plot within 3 (three) months from the date of the above, to the Allottee(s) as per terms of this Agreement. The Developer

agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Developer.

- (ii) The Developer shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Developer/association of Allottee(s)/ competent authority, as the case may be.

7.3 Failure of Allottee(s) to take Possession of Plot: Upon receiving a written intimation from the Developer as per Clause 7.2 hereto, the Allottee(s) shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Plot to the Allottee(s) as per terms and condition of the Agreement. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in the written intimation to be issued in Clause 7.2 hereto, then such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in such written intimation to be issued in Clause 7.2 hereto.

7.4 Possession by the Allottee(s): After obtaining the occupation certificate/Completion Certificate of the Project along with approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ Developer, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, and common areas to the association of Allottee(s) or the competent authority, as the case maybe, as provided under Rule 2(1)(f) of the Rules, 2017.

7.5 Cancellation by Allottee(s): The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act Provided that where the Allottee(s) proposes to cancel/ with draw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Allottee(s) to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent.

The balance amount of money paid by the Allottee(s) shall be returned by the Developer to the Allottee(s) within ninety (90) days of such cancellation.

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

Except for occurrence of a “force majeure”, Court orders, Government policy/guidelines, decisions, if the Developer 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 date specified in Clause 7.1 or
- (ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

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

- 7.7 **Transfer Charges:** The first transfer of the said unit shall be free of cost at time of sale of the unit by the first allottee. Second transfer and there after any transfer shall be chargeable as Rs. 250 per Sq.yd.
- 7.8 **Club House Charges:** The club house membership charges shall be applicable as defined by the developers at the time of possession.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- (i) The Developer has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land

and absolute, actual, physical and legal possession of the Said Land for the Project.

- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Said Land or the Project.
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot and any other usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Plot and any other usage and for common areas as provided under Rule 2(1)(f) of the Rules, 2017.
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vi) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the Said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement.
- (viii) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s), common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.
- (ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Said Land.

- (x) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of Plot has been issued, as the case maybe and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules,2017.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Developer in respect of the Said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the “Force Majeure”, Court orders, Government policy/ guidelines, decisions, the Developer shall be considered under a condition of Default, in the following events:
 - (i) The Promoter fails to provide ready to move in possession of the developed Plot to the Allottee(s) within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the Developer has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be.

- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Developer under the conditions listed above, Allottee(s) is entitled to the following:

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, the Allottee(s) shall be paid by the Developer, 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 Developer to the Allottee(s) within 90 (ninety) days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Allottee(s) to the Developer shall be the State Bank of India

highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Developer to the Allottee(s) within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. Provided that, the Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

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

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

11. MAINTENANCE OF THE SAID BUILDING / PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the possession of the Project by the association of Allottees or competent Authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The Allottee(s) shall sign a separate maintenance agreement with the Promoter/maintenance agency which would be valid till the formation of association of Allottee(s). The Allottee(s) agrees to pay the maintenance charges to the developer or its nominated maintenance agency as per the Said Maintenance Agreement.

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

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the Developer shall not be liable for any such structural/ architectural defect induced by the Allottee(s) by mean of carrying out structural or architectural changes from the original specifications/ design.

13. RIGHT TO ENTER THE COMMON AREA FOR MAINTENANCE:

The Developer/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas, parking spaces, if any, for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) 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 rectify such defects.

14. USAGE:

Use of Common Service Areas: The common service areas, if any, as located within the project named as "**Golden Gate Residency-II**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Developer/ Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the developed Plot at his/ her own cost, in good repair and

condition and shall not do or suffer to be done anything in or to the building or the developed Plot along with common services or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the developed Plot along with common services and keep the Plot its building walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building to be constructed on the said Plot is not in any way damaged or jeopardized. Further the Allottee(s)/ Association of Allottee(s) shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the building. The Developer/ Allottee(s)/ association of Allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, common areas or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee(s)/ Association of Allottee(s) shall also not remove any wall, including the outer and load-bearing wall of the building to be constructed on the Plot as the case may be.

15.2 The Allottee(s)/ Association of Allotees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the building to be constructed on the Plot or anywhere on the exterior of the Project, buildings therein or Common Areas of the Project. The Promoter/Allottee/association of Allotees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or common areas which otherwise are available for free access.

15.3 The Allottee(s)/ Association of Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee(s) and/ or maintenance agency appointed by association of Allottee(s)/ competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a developed Plot along with common services with the full knowledge of all laws, rules, regulations, and notifications applicable in the State of Haryana and related to the Project.

17. ADDITIONAL CONSTRUCTIONS:

DEVELOPER

ALLOTTEE(S)

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

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. OWNERSHIP ACT (HARYANA STATE):

The Developer has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ byelaws, instructions/ guidelines and decisions of competent authority prevalent in the State of Haryana. The Developer hereby is showing the detail of various compliance of above as applicable.

20. BINDING EFFECT:

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

If the Allottee(s) fails to execute and deliver to the Developer, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said agreement and register the said agreement, as per intimation by the Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) does not come

forward or is incapable of executing the same, then in such a case, the Developer has an option to forfeit 10% (ten percent) of booking amount.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan (Schedule B) including waiving the payment of interest for delayed payment.
- 24.2 It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee(s).
- 24.3 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion calculated according to the area of the Allottee(s) Plot to the total area of Plots in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s). After the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant laws at Haryana. Hence this Agreement shall be deemed to have been executed at Haryana.

29. NOTICES:

That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the

Allottee(s) or the Developer by Registered Post at their respective addresses specified below:

Allottee(s) _____

Developer: M/s Yashvi Builders Pvt. Ltd.
BPTP Park Centra Building,
Sector-30, 10th Floor, 1008
Gurugram, Haryana-122001

It shall be the duty of the Allottee(s) and the Developer 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 Developer or the Allottee(s), as the case may be.

30. JOINT ALLOTTEE(S):

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. JURISDICTION:

The present Agreement shall be subject to the exclusive jurisdiction of Real Estate Regulatory Authority (RERA) in Gurugram and shall be subject to laws applicable in India.

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

For and on behalf of For Yashvi Builders Pvt. Ltd.	
Authorized Signatory	Allottee(s)
Witness No. 1	Witness No. 2

SCHEDULE 'A' - SITE LAYOUT PLAN.

SCHEDULE 'B' - PAYMENT PLAN AND COST SHEET.

SCHEDULE 'C' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE Project).

DEVELOPER

ALLOTTEE(S)

SCHEDULE 'C' - SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH IS PART OF THE PROJECT)

1. Entrance Gate	7. Green Area
2. Planters Service	8. Yoga & Meditation Area
3. Amphitheatre	9. Jogging + Walking Track
4. Children Park	10. Power Backup for Common Area
5. Milk /Vegetable Booth	11. Hi-Tech Security
6. Guard Room	

<p>1. I/We hereby assign all the rights & liabilities under this agreement in favor of</p> <p>TRANSFEROR</p>	<p>Endorsement</p> <p>I/We hereby accept all the rights & liabilities under this agreement Assignment in my/our favor by</p> <p>TRANSFeree</p>	<p>The above transfer is hereby confirmed</p> <p>For Yashvi Homes Pvt. Ltd.</p> <p>Director</p> <p>Date</p>
<p>2. I/We hereby assign all the rights & liabilities under this agreement in favor of</p> <p>TRANSFEROR</p>	<p>I/We hereby accept all the rights & liabilities under this agreement Assignment in my/our favor by</p> <p>TRANSFeree</p>	<p>The above transfer is hereby confirmed</p> <p>For Yashvi Builders Pvt. Ltd.</p> <p>Director</p> <p>Date</p>
<p>3. I/We hereby assign all the rights & liabilities under this agreement in favor of</p> <p>TRANSFEROR</p>	<p>I/We hereby accept all the rights & liabilities under this agreement Assignment in my/our favor by</p> <p>TRANSFeree</p>	<p>The above transfer is hereby confirmed</p> <p>For Yashvi Builders Pvt. Ltd.</p> <p>Director</p> <p>Date</p>
<p>4. I/We hereby assign all the rights & liabilities under this agreement in favor of</p> <p>TRANSFEROR</p>	<p>I/We hereby accept all the rights & liabilities under this agreement Assignment in my/our favor by</p> <p>TRANSFeree</p>	<p>The above transfer is hereby confirmed</p> <p>For Yashvi Builders Pvt. Ltd.</p> <p>Director</p> <p>Date</p>