

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ..... day of ....., 20.....

### BY AND BETWEEN

**South West Bliss Private Limited** (CIN U68200HR2024PTC123144), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Level 6, Wing B, Two Horizon Centre, Golf Course Road, DLF 5, Sector 43, Gurgaon – 122002, Haryana, India and its corporate office at Level 6, Wing B, Two Horizon Centre, Golf Course Road, DLF 5, Sector 43, Gurgaon – 122002, represented through by its authorized signatory \_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

**Surepass Infra LLP** (LLPIN \_\_\_\_\_), limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, represented through South West Bliss Private Limited *vide* Power of Attorney dated 22.08.2024 registered as Document no. 45 with the Sub-Registrar of Assurances, Rai and Power of Attorney dated 22.08.2024 registered as Document no. 46 with the Sub-Registrar of Assurances Rai, through its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Landowner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_,

\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]



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

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee 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) "Booking Amount" means an amount of 10% of the Total Price which shall also be the earnest money for the Said Plot and has been more clearly set out in the Payment Plan (Schedule-C);
- (c) "Government" means the Government of the State of Haryana;
- (d) "Landowner" shall mean Surepass Infra LLP having its registered office at \_\_\_\_\_;
- (e) "Non Refundable Amounts" shall collectively mean (i) Interest on any overdue payments; (ii) brokerage paid by the Promoter to the channel partner/ broker in case the booking is made by the Allottee through a channel partner/ broker, (iii) all Taxes paid by Promoter to the statutory authorities, and (iv) administrative charges as per Promoter's policy; (v) amount of stamp duty and registration charges paid on this Agreement, (vi) any other taxes, charges and fees payable by the Promoter to the Government authorities.
- (f) "Project" shall mean the development of the land as described in Recital A by converting the same into a plotted development layout and described in Recital G hereinbelow
- (g) "Promoter" shall mean South West Bliss Private Limited having its registered office at Level 6, Wing B, Two Horizon Centre, Golf Course Road, DLF 5, Sector 43, Gurgaon – 122002,;
- (h) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;





- (i) "Section" means a section of the Act.

**WHEREAS:**

- A. The Landowner is the absolute and lawful owner of land measuring approx. 19.4625 acres (approx. 78761.273square meters) situated at village Jakholi and Aterna, Sector 70, Sonipat, Haryana ("Said Land"). The Said Land and the sale deed(s) executed by the Landowners for the purchase of the Said Land are more specifically detailed in **Schedule 1** attached hereto. The Landowner and the Promoter have entered into (i) Development Agreement dated 22.08.2024 registered as document no. 2691 read with the Power of Attorney dated 22.08.2024 registered as document no 45; and (ii) Development Agreement dated 22.08.2024 registered as document no. 2692 read with the Power of Attorney dated 22.08.2024 registered as document no 46, at the office of the Sub-Registrar, Rai ("Development Agreements").
- B. The Promoter is fully authorized to enter into this Agreement and to undertake the development, construction, marketing, sale, administration and conveyance of all the plots/units in the Project including to receive consideration in accordance with the terms of this Agreement.
- C. The Director, Town and Country Planning, Haryana, Chandigarh ("DTCP") has granted a license bearing no. 116 of 2024 dated 12<sup>th</sup> August 2024 under Haryana Development of Regulation of Urban Areas Act, 1975 and the Rules 1976 for development of residential plotted colony on the Said Land ("License") under the Deen Dayal Jan Awas Yojna Policy ("DDJAY Policy").
- D. The layout plan for the said License has been approved by DTCP vide sanction dated 16<sup>th</sup> August 2024. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable.
- E. The Promoter has obtained an approval from the DTCP in relation to the change of developer of the said residential plotted colony on the Said Land, in favour of the Promoter, vide memo no LC-5223-JE(MK)-2024/5829 dated 13<sup>th</sup> February 2025. The Promoter has obtained approval on the layout / demarcation / zoning plan for the project from the Director, Town and Country Planning, Chandigarh.
- F. Further to the above License and after obtaining other relevant permissions and sanctions, the Said Land is earmarked for the purpose of residential plotted development, and the Promoter has registered the development of real estate project as per the License / Approved Lay Out along with related services / amenities out of the entire Said Land with Haryana Real Estate Regulatory Authority vide Registration No..... dated.....and the said residential plotted colony is being developed by the Promoter as '\_\_\_\_\_' (the "Project").
- G. The Allottee(s) has been made clear that while the Promoter is currently selling / allotting only the plots as part of the Project, the Promoter has reserved the rights to construct / sell built up structures (villas / Independent floors) on some of the residential plots in future, by taking separate RERA registration, if required or under the present registration. The Allottee has been made aware of the aforesaid intention of the Promoter and the Allottee agrees, confirms and undertakes not to object to such development by the Promoter and have provided an unequivocal consent to the same. The Allottee also acknowledges that the same shall not in any manner adversely impact its rights to the Said Plot.
- H. The Allottee had applied for a plot in the Project vide application dated \_\_\_\_\_ and has been



allotted plot no. \_\_\_\_ having area of \_\_\_\_ square meters, as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975) (hereinafter referred to as the "Said Plot" as more particularly described in **Schedule A**). The Common Areas of the Project are described in **Schedule D** annexed hereto.

- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Promoter has made certain specific disclosures in Clause 1.10 herein. The Promoter has also at the time of registration of the Project under RERA, made certain additional disclosures and has also filed a declaration for the same. The Allottee agrees and confirms that the Allottee has reviewed the disclosures in the said Clause 1.10 herein, the said declaration and the contents thereof and has agreed to purchase the Said Plot after thoroughly verifying the said condition and after obtaining proper and complete legal and technical advice.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, DDJAY Policy etc., applicable in the State and related to the Project.
- L. 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.
- M. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Plot as specified in Para H.

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

**1. TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Plot as specified in Para H.

The Total Price of the Said Plot as per approved demarcation/ zoning plan (whichever is applicable) is \_\_\_\_ (Rupees \_\_\_\_ only) ("**Total Price**")

<b>Said Plot No.</b> ____ <b>Block No.</b> ____ <b>Type/Usage:</b> Residential : <input type="checkbox"/> Commercial: <input type="checkbox"/>  Area of the Plot (in square meter) _____ Area of the Plot (in square yards) _____  <b>Plot Price: (in Rupee)</b>	Rate of Said Plot per square meter
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<b>Total Price (in Rupees)</b>	
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**Explanation:**

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Plot. It is understood by the Allottee(s) that 10% of the Total Price, shall be construed, considered and treated as "Earnest Money"/ "Booking Amount", to ensure the performance, compliance and fulfilment of the Allottee (s) obligations under this Agreement. The Booking Amount shall be payable by the Allottee(s) as per the Payment Plan and will include any amounts paid at the time of allotment (subject to realization).
- (ii) The Total Price is based on the premise that presently GST is not applicable. If however the same becomes applicable then the same shall be payable extra. Provided that, in case there is any change / modification / addition in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification. It is clarified that the Total Price does not include any stamp duty and registration charges.

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;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of the Said Plot includes recovery of price of land, development of not only of the Said Plot but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, fees, levies etc., cost of providing electric wiring, electrical connectivity to the Said Plot, water line and plumbing, fire detection and firefighting equipment in the Common Areas ( if applicable), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities to be provided within the Said Plot in the Project.
- (v) The computation of Total Price does not include among others (i) cost for any rights over areas reserved/ restricted for any other allottee/ right holder of the Project; or (ii) cost for any rights over areas to be transferred by the Promoter to third parties/Government Authorities as per applicable law (iii) cost of running, maintenance and operation of the Common Area of the Project (iv) for any rights and interests over club/recreational activities if developed on the community site in accordance to permission from the authorities

- 1.2. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent



authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.3. The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.4. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as the Promoter may decide for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the Allottee. It is hereby clarified that the foregoing rebate is subject to the Allottee complying with all its agreed obligations under this Agreement including timely payments as per the Payment Plan. The Allottee further understands and agrees that the Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Promoter may deem fit and proper. The early payments received from the Allottee under this clause shall first be adjusted against the outstanding interest on delayed payments, then towards outstanding installments and lastly the balance shall be adjusted towards future milestone payment payable by the Allottee. The discount (if any) shall be allowed only with respect to amounts adjusted towards future milestone payment.

In case(s) of transfer of allotment by the Allottee to any subsequent purchaser subject to terms of this Agreement, such rebate / discount and any benefit thereon shall not be transferred to the subsequent purchaser, without the prior written consent of the Promoter.

- 1.5. It is agreed that the Promoter shall not make any additions and alterations in the approved/sanctioned/layout/site plan and amenities described herein at **Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, except where the changes are in accordance with disclosures in Clause 1.10 herein for which the allottees have the constructive notice and shall be deemed to have granted irrevocable consent. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.6. The Promoter shall confirm the area of the Said Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee after the development of the plotted area along with essential services as mandated by Rules and Regulation of competent authority is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not





more than five percent of the area of the Said Plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement.

- 1.7. Subject to para 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Said Plot.
  - (ii) The Allottee shall also have a right in the Common Area as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee shall use the Common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee(s)/ competent authorities/ Maintenance Agency after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State; The right to use Common Areas shall always be subject to timely payment of maintenance charges and other charges as applicable.
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Said Plot.
- 1.8. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Plot to the Allottee, which it has collected from the Allottee, 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. If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Said Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, 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 therefor by such authority or person.
- 1.9. The Allottee has paid a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards the Total Price of the Said Plot at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Plot as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:
- Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017. Any overdue payments received shall be firstly adjusted towards outstanding interest, thereafter towards statutory dues and subsequently towards outstanding principal amount.
- 1.10. The Allottee confirms that the Promoters have made the following specific and pertinent disclosures.;
- (a) **Club:** The Promoter proposes to construct a Club House having a minimum area of approximately 10,000 square feet. As per the present plan of the Promoter, they shall



endeavor to construct the Club House at the community site, if approved by the authorities. In the event the same is not approved by the authorities at the community site, then and in that event, the Promoter may construct the Club House in the layout at a place at the discretion of the Promoter. The Allottee has agreed to purchase the Said Plot / unit after thoroughly understanding this condition and has taken appropriate legal advice from their legal and technical consultants and has gone ahead with the purchase. Such proposed Club House shall be made available for the enjoyment of all the Allottee in the Project and may also be made available for enjoyment of the Allottee/ occupants/residents in Additional Land and Allottee occupants/residents of the built up units in the Project, as per discretion of the Promoter/Company and in accordance with applicable laws.

- (b) **Provision of Built-Up Area on Plots:** The Promoter has presently obtained a layout approval for the Project by Director Town and Country Planning via approval dated 16.08.2024. As per the said approval, the Promoter is entitled to develop a residential plotted colony (along with development of infrastructure, common areas and facilities) and to sell the developed plots in accordance with the said layout approval. The very nature of a plotted development as per present development control rules and regulations, allows for construction of villa/ floors by consuming the applicable FAR on each of the said Plots in the Project, whether by individual plot owners / Allottee(s) or by the Promoter, in accordance with applicable laws. The Promoter hereby makes clear disclosure and declaration that the Promoter/ may develop built-up structures such as villas, or independent floors, or other products on certain designated plots within the Project in future and sell such constructed structures / units to allottee(s) / buyers after obtaining requisite approvals from concerned authorities. In this regard the Promoter reserves the rights to obtain a separate registration under RERA or any may sell the same under the same RERA registration by adding such products and may apply and obtain all other regulatory approvals that may be required for such development of villas, independent floors, or other products. The Allottee(s) shall be deemed to have granted consent or no objection certificates for such additional RERA or sale of additional products as above under the present RERA registration and implementation of the same from the Allottee(s) who may acquire the plots within the Project in furtherance to the present RERA registration. The Allottee(s) agree to sign such consents, deeds and documents (if any) as may be required by the Promoter with regard to the above from time to time.
- (c) **Additional Lands and its implications:** Under the Development Agreements executed with the Landowner, the Landowner has disclosed that they are in the process of acquiring certain lands adjacent to Said Land. The Promoter and the Landowner have reserved the right to acquire the additional lands contiguous to the Said Land and obtain license from DTCP for the development thereof ("**Additional Land**"), and in accordance with the provisions of applicable laws, develop the same either as part of the same license or a separate project by obtaining a separate license from DTCP and separate RERA Registration. The Allottee herein acknowledges the aforesaid right of the Promoter and the Landowner, and further agrees and undertakes not to raise any objection or dispute to such acquisition of Additional Land and to the development of the same as part of the Project or as a separate project having access through the existing 18 and 15 meter roads passing through the Project as shown in green color in **Schedule B1**. The Landowner and the Promoter has further agreed that in the event, the Additional Land is acquired and the same is developed either jointly by the Promoter herein along with Landowner or individually by the Promoter herein or individually by the Landowner, in either of the circumstances, such Additional





Land and the separate project being undertaken on such Additional Land shall have the access through the existing 18 and 15 meter roads passing through the Project as shown in green color in **Schedule B1**. Further services to such Additional Land may also pass underneath the roads in the Project. The right of way constitutes a perpetual easement granted by the Promoter in favour of the Landowner, the Additional Land, and any project thereon for the purpose of access and/or utilization of the Additional Land. It is disclosed by the Promoters that the allottees of the project on the Additional Lands will also be entitled for the Club House constructed as stated in sub clause (a) above. This easement shall be binding on the Allottee(s) and/or the Association of the Project. The disclosures in this regard are being provided to ensure, inter-alia, transparency as well as clarity that no approvals or consents shall be required from Allottee(s) of the Project for either addition of the Additional Land to the Project or for providing the above stated easement / access to the Additional Land from the Project.

- (d) **Commercial Plot admeasuring 2242 square meters i.e. 2681 square yards within the Project** : Pursuant to the terms and conditions of the Development Agreements, as part of the consideration payable to the Landowner by the Promoter herein, the Landowner is entitled to a plot admeasuring 2242 sq meters (equivalent to 2681 square yards) designated in purple color in **Schedule B1** annexed hereto. The Landowner shall be entitled to develop the Commercial Plot in accordance with law.
- (e) **Residential Plot admeasuring 2257.97 square meters i.e. 2700.53 square yards within the Project** : Pursuant to the terms and conditions of the Development Agreements, as part of the consideration payable to the Landowner by the Promoter herein, the Landowner is entitled to residential plots admeasuring 2257.97 sq meters (equivalent to 2700.53 square yards) as more particularly shown in dark blue color in **Schedule B1** annexed hereto.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of '\_\_\_' payable at \_\_\_\_\_.

The Allottee(s) understands and agrees that although the Allottee may obtain finance from any bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source for the purchase of the Said Plot as may be permissible under Applicable Laws, however the Allottee's obligation to make timely payments for the Said Plot, pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues regard to the Said Plot. The rights of the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee.

In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission / NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may



obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. The Allottee(s) agrees and understands that Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee(s) authorize the Promoter to cancel the allotment of the said Plot and the eligible refundable shall be paid directly to the financing institution/agency without any reference to the Allottee(s).

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

- (i) The Allottee, 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her 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.
- (ii) The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the Said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Said Plot, in





his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority, and or such extended time as may be granted by the Authority and towards handing over the Said Plot to the Allottee 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 Rules, 2017.

**6. DEVELOPMENT OF THE PROJECT:**

The Allottee has seen the layout plan/ demarcation-cum-zoning/ specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the Said Plot is located and has accepted the site/layout plan, Payment Plan and the amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter 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 State of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, except in respect of matters which have been disclosed as stated in Clause 1.10 and the declaration filed with RERA other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID PLOT:**

**7.1 Schedule for possession of the Said Plot –**

The Promoter agrees and understands that timely delivery of possession of the Said Plot to the Allottee and the Common Areas to the association of Allottee(s) or the competent authority or the Maintenance Agency, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to offer to hand over possession of the Said Plot as per agreed terms and conditions by \_\_\_\_\_ unless there is delay due to "*force majeure*", pandemic/epidemic, ban on construction activities, non-receipt and/or delay in receipt of occupation certificate/ part thereof, part completion certificate/ completion certificate from competent authorities, as the case may be, or by reason of war, or enemy action or 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Plot.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above-mentioned conditions, then this



allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within 90 (ninety) days. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **7.2 Procedure for taking possession of the Said Plot:**

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

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the Promoter, occupation certificate/ part thereof/part completion certificate/completion certificate as the case maybe in respect of Project at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of Allottee/ competent authority/Maintenance Agency, as the case may be.

The Allottee shall be entitled to the possession of the Said Plot after making complete payment of the Total Price and other charges interest statutory charges, taxes etc. and all other sums as payable under and in terms of this Agreement and under no circumstances will the possession of the Said Plot be handed over to the Allottee without completing payment of the same. It is clarified that if the payment of outstanding dues and taking over of possession is delayed by the Allottee the Said Plot shall remain in possession of the Promoter at the sole risk of the Allottee and the Allottee shall be liable to pay holding charges and maintenance charges as applicable. The holding charges are distinct from maintenance and any other charges payable by the Allottee. The maintenance charges are payable from date of offer of possession irrespective of the status of possession being assumed by the Allottee.

- 7.3 Failure of Allottee to take Possession of the Said Plot** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Said Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation (including but not limited to Maintenance Agreement, Conveyance Deed, Application Form for membership of the association of Allottee as prescribed in this Agreement, and the Promoter shall give possession of the Said Plot to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

- 7.4 Possession by the Allottee** - After obtaining the occupation certificate/ part thereof/completion/part completion certificate, as the case may be or approved Zoning-cum-Demarcation Plan/ provision of the services by the Promoter, duly certifying completion/ part completion, in respect of the Project, as the case may be and handing over the physical possession of the Said Plot to the Allottee, it shall be the responsibility of the Promoter to hand





over the necessary documents and plans, and Common Areas to the association of Allottee(s)/Maintenance Agency or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment, Non Refundable Amounts and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter 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 shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation.

It is clarified that the Promoter shall not be liable to refund any amount of taxes/charges/penalty/interest paid by the Allottee to the Promoter/concerned authority.

- 7.6 **Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment compensation:**

- 7.6.1 The Landowner / Promoter shall compensate the Allottee 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.

- 7.6.2 Except for occurrence of a “force majeure”, pandemic, epidemic, ban on construction activities, non-receipt and/or delay in receipt of occupation certificate/ part thereof/ part completion certificate/completion certificate, as the case may be, from competent authorities or by reason of war, or enemy action or Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Said Plot

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Plot, with interest 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.

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

- 7.6.4 It is clarified that except the aforesaid compensation, nothing shall be payable to the Allottee by the Promoter for said delay in offer of possession. The Allottee agrees that no compensation/interest is payable on amounts received towards the stamp duty/registration



fee/applicable taxes etc. and no interest/compensation shall be payable by the Promoter beyond date of offer of possession irrespective of whether the Allottee comes forward to take the possession or not.

- 7.6.5 In the event the Allottee has obtained loan from any bank/financial institution then refund shall be made by the Promoter subject to the terms of the Tripartite Agreement executed in relation to such loan.

**8. CONSTRUCTION TIMELINES AND GUIDELINES, FAÇADE CONTROL:**

- 8.1 The Allottee agrees that the Allottee shall construct on the Said Plot after receiving possession, however within 3 (three) years from the date of offer of possession, in accordance with the design, plan and being in compliance of the applicable law including but not limited to the building plans and architectural control drawings/ site plans approved by the competent authority/Promoter.
- 8.2 In case the Allottee fails to complete the construction and obtain a certificate for occupation and use from the competent authority within the stipulated period, then the Promoter at its sole discretion may accede to the request of the Allottee to extend the construction period but only upon the Allottee paying a late construction penalty to the Promoter calculated at the rate of Rs 100 per sq mtr. per month (Rupees One Hundred per square meter per month approx.) on the plot area of the Said Plot per month for the entire period of delay. This late construction penalty may be escalated in case the Promoter decides to grant further extension beyond 12 months where the delay continues beyond a period of 12 months after the grant of the first extension.
- 8.3 The Allottee(s) agrees and acknowledges that in the controlled drawings, zoning plan and building plan as may be approved by the competent authorities there would be restrictions including but not limited to elevation of the building, on the number of floors to be constructed by the Allottee(s) on the Said Plot and other norms imposed by the competent authorities. The Allottee(s) shall be required to first submit their building plans to the Architects of the Promoter / Company who shall verify the same as regards the uniformity of the construction to maintain the uniformity of the layout. After the Architects of the Promoter / Company have verified and confirmed the plans of the Allottee(s), the Allottee(s) shall submit the same to the appropriate authorities for approval. The construction shall be commenced by the Allottee(s) after obtaining approvals from the appropriate authorities only. The Allottee agrees and understands that in the event, independent floors are constructed on the Said Plot, each owner of each independent floor on the Said Plot shall be liable to pay Maintenance Charges as may be levied by the Maintenance Agency for each such independent floor.
- 8.4 The construction by the Allottee(s) shall not exceed the number of floors and shall not violate any other norms as may be stipulated in the zoning plan/building plan. The Allottee specifically agrees that the Said Plot shall not be partitioned/sub-divided/clubbed/fragmented/remodeled/ additionally constructed in any manner to create more units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authorities. Further, the Allottee(s) specifically undertakes to strictly abide by all norms and conditions of layout plan/zoning plan/ demarcation plan/ controlled drawings/ building plan, notification, rules, byelaws and/or any other approvals granted by the competent authority and any direction of the Promoter in respect of the Said Plot including not limited to Development Guidelines of the Promoter, as may be applicable and communicated by the Promoter, from time to time. The approval of building plans and occupation certificate shall be the responsibility of the Allottee(s) and the cost of the same shall be borne by the Allottee(s) alone.





- 8.5 The development guidelines are more particularly described in detail in **Annexure – 1** annexed to this Agreement.

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Landowner has absolute, clear title with respect to the Said Land; and the Promoter has 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Except for DTCP Mortgage, 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 as well as for the Said Plot being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project as well as for the Said Plot and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the Said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Plot to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Plot to the Allottee, Common Areas to the association of Allottee(s)/Maintenance Agency 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the offer of possession of the Said Plot has been issued, 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 Promoter in respect of the Said Land and/ or the Project.

#### 10. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the "force majeure", pandemic/epidemic, ban on construction activities, non-receipt and/or delay in receipt of occupation certificate/ part thereof/ part completion certificate/completion certificate, as the case may be, from competent authorities or by reason of war, or enemy action or Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to offer possession of the developed Said Plot to the Allottee within the time period specified in para 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 this para, developed plot 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 Promoter has obtained demarcation-cum-zoning plan/ occupation certificate/ part thereof /part completion/ completion certificate, as the case may be;

- (ii) Discontinuance of the Promoter'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 thereunder.

- (ii) In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Plot, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the offer of handing over of the possession of the Said Plot which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

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

- (i) In case the Allottee fails to make payments of two demands as per the Payment Plan annexed hereto as **Schedule C**, the Allottee shall be liable to pay interest to the





Promoter on the unpaid amount at the rate prescribed in the Rules; In case the Allottee has availed loan, payment of due instalment shall not be contingent on disbursement of loan by Bank.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Plot in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment, Non Refundable Amounts and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the Allottee to the Promoter 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 shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- (iii) In every case where the Allottee has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has been executed amongst the Allottee, the financing institution, and the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement in accordance with the provisions of this Agreement considering the same to be Allottee's event of default.
- (iv) In all other case, where the Allottee is in breach of any of the other terms and conditions as contained in this agreement.

## **11. CONVEYANCE OF THE SAID PLOT:**

- 11.1. The Promoter on receipt of Total Price of the Said Plot as per 1.2, shall offer to execute a conveyance deed in favor of the Allottee preferably within 3 (three) months but not later than 6 (six) months from date of offer of possession and convey the title of the Said Plot for which possession is granted to the Allottee.
- 11.2. Provided that, the Said Plot is equipped with all the 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 fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter 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 to the Promoter.
- 11.3. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed/this Agreement, including ancillary charges to be paid by the Allottee to the Promoter in this regard. The Allottee agrees and undertakes to be present before the Competent Authorities for the execution and registration of Conveyance Deed.



## **12. MAINTENANCE OF THE SAID PROJECT:**

- 12.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees, Maintenance Agency 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 cost of such maintenance for a period of 3 months has been included in the Total Price of the Said Plot. Maintenance Charges shall commence on expiry of 30 days from the date of offer of possession regardless of whether the Allottee has taken possession of the Said Plot or not.
- 12.2. The Allottee agrees to execute a Maintenance Contract (hereinafter defined) along with the necessary documents, undertakings etc. in the standard format with the association of allottees/ Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the Maintenance Contract shall be a condition precedent for handing over possession of the Said Plot by the Promoter and also for executing the conveyance deed for the Said Plot. The Allottee agree and undertakes to make payment of an amount equivalent to 3 (three) years of Maintenance Charges as advance Maintenance Charges for the Said Plot at the time of execution of the said Maintenance Contract.
- 12.3. In case, the Allottee/ association of Allottees/Maintenance Agency 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 Promoter has right to recover such amount of Maintenance Charges as spent on maintaining such essential services beyond his scope.
- 12.4. The Promoter may undertake the maintenance of the Project either itself or appoint a third party maintenance agency for such maintenance, at its sole discretion. The Allottee hereby agree/s and consent to the appointment of any third party or person nominated by the Promoter to manage, upkeep and maintain the Project including the Common Areas, amenities and facilities that may be developed in the Project ("**Maintenance Agency**"), and confirms the agreement that the Promoter has or may have to enter into with the said Maintenance Agency ("**Maintenance Contract**"). The Allottee hereby agree and undertake to (a) execute Maintenance Contract with the Maintenance Agency as and when called upon by the Promoter, and (b) make payment of the common area maintenance charges as per the Maintenance Contract ("**Maintenance Charges**"), deposits, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project to the Maintenance Agency as per the agreement with the Maintenance Agency, and (c) to sign and execute all such documents/ agreements and undertaking as may be required for the purposes of framing rules for management of the Project and the Said Plot without any demur, protest, disputes/claims, in this regard or implementation of the same by the Promoter/ Maintenance Agency. The Allottee further agree that after formation of the association of Allottees, the Promoter shall have the right to assign the Maintenance Contract in favor of the said association of allottees, in accordance with the terms of the said Maintenance Contract. The Allottee have specifically agreed and hereby acknowledge that the Promoter shall not be liable or held responsible to any person including the Allottees / association of allottees, for any act or omission of the Maintenance Agency during the maintenance, management and/or upkeep of the Project.
- 12.5. **Formation of Association**
- The Allottee understand and agree that the Promoter may, as may be required under applicable laws, form (i) separate company/ condominium/ society/ association of allottees ("**Association**") for Project and /or constructed area in the Project at its discretion, and form an





apex organization for the entire development or separate apex association / apex body / apex bodies for /or each of residential and commercial zones in the Project; (ii) or form a single Association for the Project. Further, in case the Promoter forms separate Association for each development in the Project, the Promoter may form an apex body over and above all associations. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Promoter in accordance with applicable laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective developments and the rights, entitlements and obligations of the residents with respect to the Common Area. The Common Area within the Project shall be transferred to the Association by the Promoter in accordance with Applicable laws upon obtaining part occupation certificate/ occupation certificate/part completion certificate/ completion certificate, as may be applicable. The Allottee shall also from time to time, be required by the Promoter or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Promoter or Association within 15 (fifteen) days from the same being forwarded to the Allottee. The Allottee shall on demand pay to the Promoter reasonable legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association / apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering documents with respect to undivided proportionate title in the Common Areas in the Project in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

### **13. DEFECT LIABILITY:**

- 13.1. Not applicable as no constructed structure is being offered to the Allottee.
- 13.2. In case any such defect in quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee/ association of Allottee(s)/ Maintenance Agency, as the case may be, prior to the expiry of the said initial 90 (ninety) days. The Allottee hereby agrees to such additional time/ extension of time.

Provided that the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specification/design.

Provided further that the Promoter shall not be liable for any defect induced by the (i) Allottee/ Association of Allottee's negligence, (ii) act or commission or omission of other allottee's of the Project and (iii) Force majeure events.

### **14. RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:**

The Promoter/ Maintenance Agency/ association of Allottee(s)/ competent authority shall have rights of access of Common Areas and facilities in the Project including parking spaces for providing necessary maintenance services. In the event if required for provisions of any maintenance to the Common Areas of the Project, the Allottee agrees to permit the association of allottees and/ or Maintenance Agency/ competent authority to enter into the Said Plot usage after giving due notice and entering the Said Plot during the normal working hours, unless the circumstances warrant



otherwise.

**15. USAGE:**

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

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

- (i) Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said 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 Said Plot or the 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 Said Plot and keep the Said Plot its 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 same is not in any way damaged or jeopardized.
- (ii) The Allottee/ Association of allottees 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 Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall strictly follow all drawings and approvals approved by the Government Authority/Promoter. Further the Allottee/ association of allottees shall not store any hazardous or combustible goods in the Said Plot or place any heavy material in the common passages. The Promoter/ Allottee/ association of allottees) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access.
- (iii) The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or Maintenance Agency appointed by association of Allottee(s)/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iv) The Allottee acknowledges and expressly agrees that the very nature of a plotted development allows for construction, whether by individual plot owners or by the Promoter, in accordance with applicable laws, and accordingly the Allottees shall adhere to the development guidelines mentioned in clause 8 hereinabove and as more specifically detailed in **Annexure - 1** attached hereto, in relation to the construction, development and usage of the plots in the Project.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Said Plot with the full knowledge of all laws, rules, regulations, notifications and specifically the provisions of DDJAY Policy applicable in the State and related to the Project.





**18. ADDITIONAL CONSTRUCTIONS:**

- 18.1. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project (except in accordance with the disclosures made in Clause 1.10 above) after, layout plan, sanction plan and amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority or as per disclosures provided by the Promoter in this Agreement.
- 18.2. The Promoter shall have the right to add further land parcels (Additional Area) contiguous to the Project as per the applicable norms/ applicable laws and extend the License/ get additional License for the Additional Area. It is clarified that the entry and exit of the Project as well as its trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc of the Additional Area shall be integrated and interlinked with trunk services of the Project. The 18 meter and 15 meter roads located with the Project shall be common with the Project to be developed on the Additional Area. The Allottee shall not to raise any objection/claim/dispute to the aforesaid integration of the Additional Area with the Project as well as integration of its entry/exit/trunk services .

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- 19.1. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Plot.
- 19.2. The Promoter shall however, have the right and authority to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the Said Land, receivables or by any other mode or manner by charge/ mortgage of the land where the Said Plot is located / Project, all to the extent and in the manner as permissible under the Act and the Rules and the Applicable Laws. However, the Promoters shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take Said Plot under this Agreement. The Allottee hereby gives his express consent to the Promoter to raise such financial facilities against security of Said Land/ receivables of the Project and mortgage the same with the banks and financial institutions as aforesaid.

**20. APPLICABLE ACT/RULES**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations, bye laws, instructions/guidelines, and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable.

Details of approvals/ compliances to be provided:-

*[to be inserted at the time of execution]*

**21. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan



within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute this Agreement and register the said Agreement before the Sub Registrar, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter shall have the right to forfeit the Booking Amount.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, 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.

**23. RIGHT TO AMEND:**

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

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or





the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. 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.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory. This Agreement shall be registered at the Sub-Registrar ....., which is the jurisdictional Sub Registrar office relating to the Project.

**30. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_Name of Allottee  
\_\_\_\_(Allottee Address) M/s \_\_\_\_Promoter name  
\_\_\_\_(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEE(S):**

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

**32. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Plot prior to the execution and registration of this Agreement for Sale for Said



Plot shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder. In the event of any contradiction between this Agreement and any other document executed between the Allottee and the Promoter, the terms of this Agreement shall prevail.

**33. GOVERNING LAW:**

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

**34. DISPUTE RESOLUTION:**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

(2) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Please affix  
photograph and  
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**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

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

1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
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**SCHEDULE '1' - DESCRIPTION OF SAID LAND AND SALE DEEDS EXECUTED FOR THE SAID LAND**

**SCHEDULE 'A' - DESCRIPTION OF THE SAID PLOT**

**SCHEDULE 'B' - SITE PLAN OF THE PLOT AND LAYOUT PLAN OF THE PROJECT**

**SCHEDULE B-1 – 15 METER ROAD AND 18 METER ROAD WITHIN THE PROJECT AND DESCRIPTION OF LANDOWNER AREA**

**SCHEDULE 'C' - PAYMENT PLAN**

**SCHEDULE 'D'- COMMON AREA**

**SCHEDULE 'E' –AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

**ANNEXURE '1' – DEVELOPMENT GUIDELINES**

[The 'Schedules and Annexures' to this Agreement for Sale shall be as agreed to between the Parties]



**SCHEDULE '1' - DESCRIPTION OF SAID LAND AND SALE DEEDS EXECUTED FOR  
THE SAID LAND**

Lands admeasuring 31 Kanal 7 Marla i.e. 3.91875 Acres situated at Village: Aterna, Tehsil: Rai, District: Sonapat, Haryana

Khewat No.	Rect. No.	Killa No.	Area	
			Kanal	Marla
553	2	24	0	16
	7	2/1/2	3	12
		2/1/3/1	0	9
		3/1	4	16
		3/2/1	2	2
		4/1	3	19
		4/2	3	7
		5	1	9
		6/1	0	15
		7/1	1	2
		8/1/1/1	0	11
Sub-Total			22	18
553	2	22/2/2	4	2
		23	4	7
Sub-Total			8	9
Total			31	7

Lands admeasuring 124 Kanal 7 Marla (i.e. approx. 15.54375 Acres) situated at Village: Jakholi, Tehsil: Rai, District: Sonapat, Haryana, as more particularly described herein below:

Khewat No.	Rect. No.	Killa No.	Area	
			Kanal	Marla
39	140	1/4	0	8
Sub-Total			0	8
634	140	11	8	0
		12	8	0
		20/1	1	11
Sub-Total			17	11
635	140	18	8	0
		19	8	0
		20/2	6	9
		21/1	2	9
Sub-Total			24	18
636	140	21/2/1	5	7
		22/1	7	16
		23/1	3	7
Sub-Total			16	10





637	140	21/2/2	0	4
		22/2	0	4
Sub-Total			0	8
638	140	23/2	4	4
	141	15	8	0
		16	8	0
		17	8	0
		24	7	2
		25	8	0
	144	3	8	0
Sub-Total			51	6
807	140	2/4	6	14
		9/2	5	0
		10/1	1	2
		26	0	10
Sub-Total			13	6
Total			124	7

#### DETAILS OF THE SALE DEEDS

1. Sale Deed registered with office of jurisdictional Sub-Registrar as Document No. 3330 dated 28 September 2023.
2. Sale Deed registered with office of jurisdictional Sub-Registrar as Document No. 3064 dated 18 September 2023.
3. Sale Deed registered with office of jurisdictional Sub-Registrar as Document No. 2679 dated 31 August 2023.
4. Sale Deed registered with office of jurisdictional Sub-Registrar as Document No. 2680 dated 31 August 2023.
5. Sale Deed registered with office of jurisdictional Sub-Registrar as Document No. 3053 dated 18 September 2023.

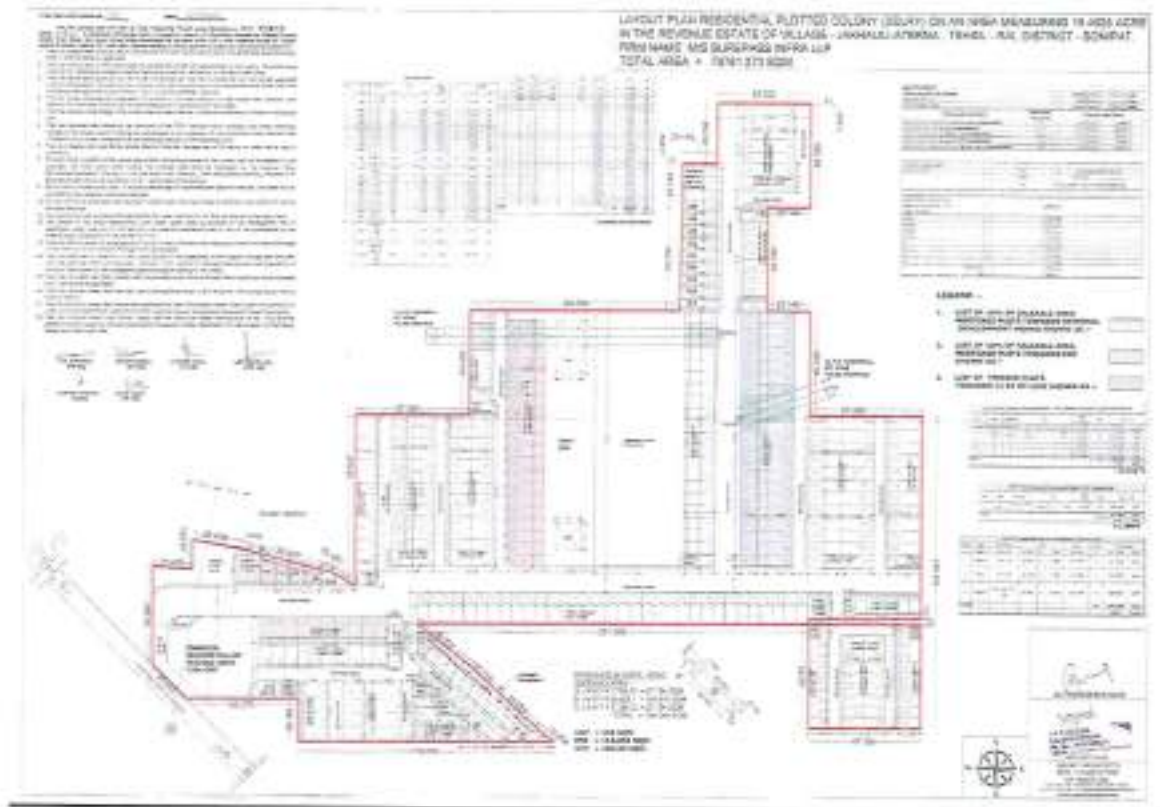


**SCHEDULE 'A' - DESCRIPTION OF THE SAID PLOT**



# **SCHEDULE 'B' - SITE PLAN OF THE PLOT AND LAYOUT PLAN OF THE PROJECT**

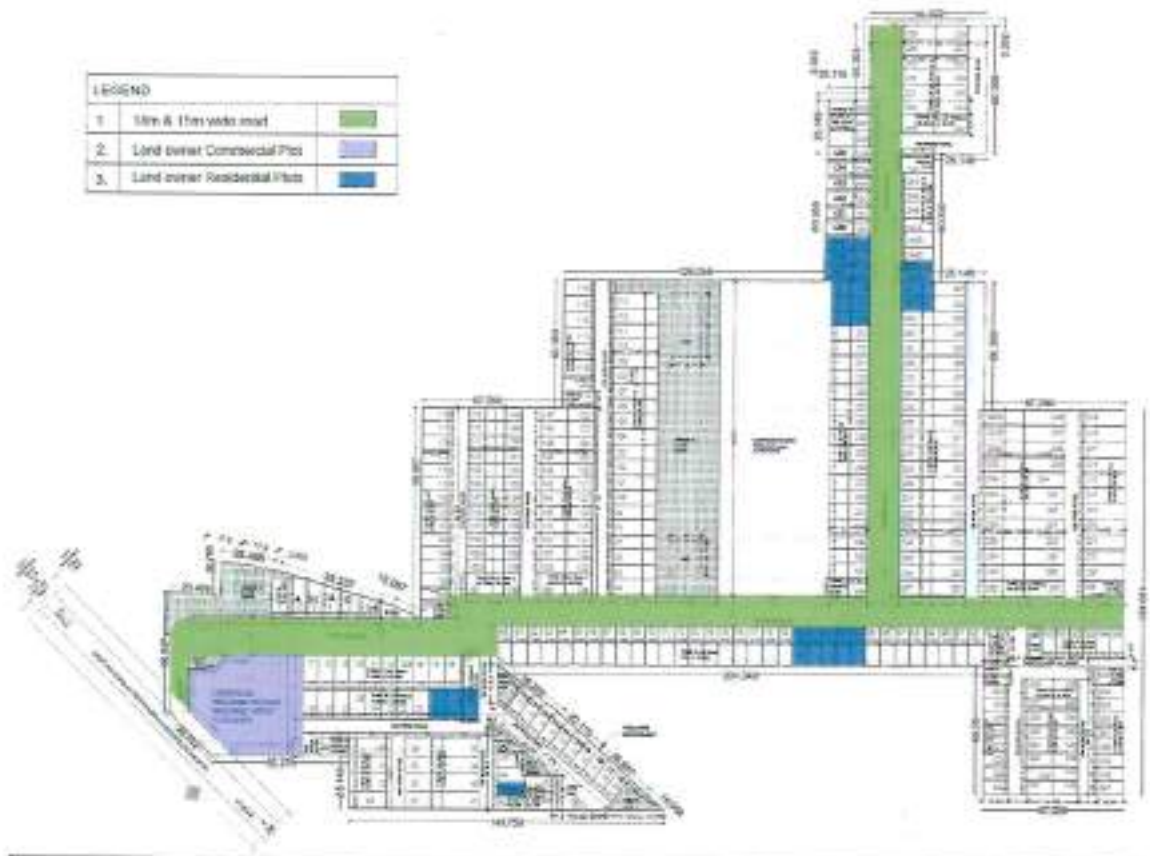
## **LAYOUT PLAN**







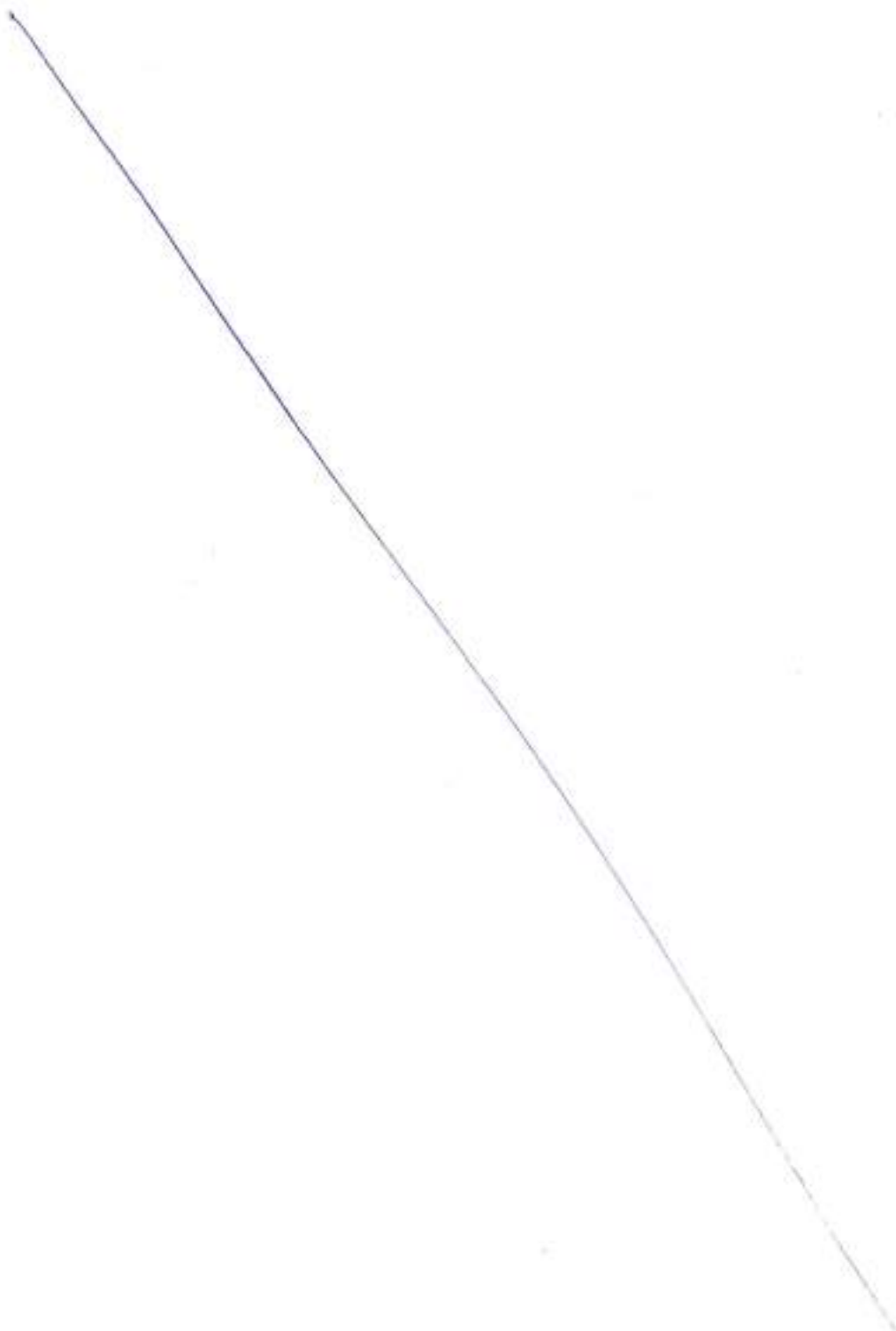
**SCHEDULE B1 - 18 METER AND 15 METER ROAD WITHIN THE PROJECT AND  
DESCRIPTION OF LANDOWNER AREA**







**SCHEDULE 'C' - PAYMENT PLAN**



**SCHEDULE D  
COMMON AREA**

- 1) Concrete roads
- 2) Bitumen finish roads
- 3) Pedestrian Pathways
- 4) Green Lawn
- 5) Amenities and Facilities stated in Schedule-E herein.





**SCHEDULE 'E'**  
**AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

1. Underground electrical wiring
2. Underground Water supply lines
3. Sewage system with treatment plant
4. Storm Water drains
5. LED streetlights
6. Common area DG back up
7. Rainwater harvesting pits
8. Boom Barrier at main gate
9. Security Camera at main gate
10. Play areas



#### ANNEXURE '1' – DEVELOPMENT GUIDELINES

1. The Allottee agrees and undertakes that the Promoter has agreed to sell the Said Plot to the Allottee subject to the Allottee agreeing to the indicative development guidelines stated herein, which shall be updated by the Promoter from time to time, and accordingly the Allottee shall at all times be bound by the same.
2. The Allottee agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms / conditions of this Agreement and transfer of ownership of the Said Plot to the Allottee, and it shall be bound by the following at all points of time:
  - 2.1. The Allottees shall not use/ cause to be used / permit to be used, the Said Plot for any purpose except residential use and shall not permit any commercial activity and shall always ensure that the plot and construction thereon be put to residential use only. Such restrictions to use only for residential use shall not be applicable to commercial plot. Furthermore, the Allottee specifically undertakes not to use the Said Plot and construction thereon in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
  - 2.2. If any damage is caused to the Common Areas within the Project or to the Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Allottee or the Maintenance Agency, as the case may be.
  - 2.3. The Allottee is strictly prohibited from making any alterations or modifications to the structure or the services and systems laid out in the Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the Project.
  - 2.4. The Allottee shall obtain a prior NOC from the Promoter/Maintenance Agency before commencement of any work on the Said Plot. The Allottee agrees and understands that the Allottee shall be liable to pay refundable Security Deposit to the Promoter/Maintenance Agency for undertaking any work which shall be refunded by the Promoter/Maintenance Agency upon completion of the said works, subject to deduction of any penalties or charges levied on the Allottee due to his lapses.
3. The Allottee(s) agrees, undertakes and confirms that the Said Plot allotted to the Allottee shall be used and developed for purpose as mentioned in this Agreement only and not for any other purpose whatsoever in accordance with the terms of the License and the DDJAY Policy, 2016, as may be amended from time to time.
4. The Allottee agrees that after receiving possession, the Allottee shall construct on the Said Plot in accordance with the design, plan and being in compliance of the applicable law including but not limited to the building plans and architectural control drawings/ site plans approved by the competent authority/Promoter within 3 years from the date of offer of possession.
5. The Allottee agrees and acknowledges that in the controlled drawings, zoning plan and building plan as may be approved by the competent authorities there would be restrictions including but not limited to elevation of the building, on the number of floors to be constructed by the Allottee





on the Said Plot and other norms imposed by the competent authorities. The Allottee shall be required to first submit their building plans to the Architects of the Promoter who shall verify the same as regards the uniformity of the construction to maintain the uniformity of the layout. After the Architects of the Promoter have verified and confirmed the plans of the Allottee, the Allottee shall submit the same to the appropriate authorities for approval. The construction shall be commenced by the Allottee only after obtaining approval from the appropriate authorities only. The Allottee agrees and understands that in the event, independent floors are constructed on the Said Plot, each owner of each independent floor on the Said Plot shall be liable to pay Maintenance Charges as may be levied by the Maintenance Agency for each such independent floor.

6. The Allottee shall ensure to construct the labor hutments in his own area of the Said Plot and will ensure the proper sanitation of the labor and shall not cause any damage to the Common Area's. The Allottee shall also ensure that during construction on the Said Plot, the laborers employed for such construction or any construction materials do not encroach on any area outside the Said Plot.
7. During the construction phase, it shall be the sole responsibility of the Allottee to make provision for security guards to ensure proper compliance of conditions related to construction or such other activity will be carried on between sunset and sunrise. Failure on the part of the Allottee to comply with the zoning regulations and/or other statutory regulations, the Allottee shall be solely responsible for the same and shall indemnify and hold harmless the Promoter of all penalty, compensation etc. in the event of any claim against the Promoter.
8. The Allottee agrees and undertakes that he shall not, after taking over the possession of the Said Plot or at any time thereafter, object to the any other allottee constructing and /or continuing with construction at his allotted plot inside the Project, as may be permitted under the Applicable Laws.
9. The Allottee undertakes not to dump waste or permit the same to be dumped from its Said Plot in the Common Areas/unoccupied or vacant/ allotted or unallotted plots/units in the Project. The Allottee further undertakes not to temporarily occupy for any reason whatsoever any vacant unit/plot for his own usage.
10. The Allottee is strictly prohibited from making any alterations or modifications in the allotted Said Plot or outside the Said Plot or the services and systems laid out in the Project including any changes that are either structural changes or such that would lead to disruption of the services laid out.
11. The name of the Project shall always be \_\_\_\_\_ and the Allottee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottee(s) shall not be entitled to change the same.
12. The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee under this Agreement towards the Said Plot is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further declare(s) and authorize(s) the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering laws, then the Promoter shall at its sole



discretion be entitled to cancel/terminate this Agreement for Sale. The Allottee upon such termination, shall not have any right, title or interest in the Said Plot and neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree(s) and confirm(s).

13. From the date of Conveyance Deed and till the time each such plot in the Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Said Land or Project, as the case may be, in proportion to the total area of the Said Plot. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter/Maintenance Agency or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
14. All unsold and/or unallotted plots, areas and spaces in Project and Said Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted plot(s) and shall be entitled to enter upon the Said Land and the Project to enable it to complete any unfinished work and to provide amenities and facilities as the Promoter may deem necessary. The Promoter shall without any reference to the Allottee, Association of Allottee, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted plots and spaces therein, as it deems fit.
15. **Transfer and name addition/ deletion:**
  - 15.1. The Allottee shall not be entitled to transfer/assign his interest in the Said Plot in favor of any third party unless (i) 25% of the Total Price has already been paid and the Allottee has obtained prior written consent from the Promoter. The Promoter reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. 750 (Rupees Seven Hundred and Fifty Only) per square meter of the area of the Said Plot plus Taxes as applicable per transfer along with all other dues and administrative charges payable by the Allottee to the Promoter till that date. On such transfer recorded / endorsed by the Promoter, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. However, no transfer charges are payable for the first transfer or for any transfer to be made in the name of blood relatives of Allottee including spouse, provided the Allottee submits documentary proof as may be required by Promoter. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. Any such assignment/ transfer/ nomination by the Allottee shall always be subject to Applicable Laws, notifications/Government directions;
  - 15.2. In case of name addition/deletion in allotment documents administrative fee of Rs. 50/- (Rupees fifty only) per square meter of the area of the Said Plot plus Taxes shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Allottee including spouse upon submission of documentary proof. However, any charges with respect to the registration including stamp duty for new agreement/ addendum to this agreement pursuant to such transfer or name addition/deletion shall be borne by the Allottee alone.
16. The Promoter shall install manned gates at designated locations in the Project with CCTV cameras within the Project for security. The Promoter, without any additional cost, shall construct the boundary walls on selected boundaries of plots (which are either at the rear or on sides) which forms the boundary of the Project and the Allottee shall not object to the same or modify the same.





17. The Allottee(s) shall become a member of any association/society in respect of the Project that may be/has been formed by the Promoter on behalf of all plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same. The common areas shall be transferred to the Association/competent authority, as the case may be, by the Promoter in accordance with applicable laws. The Allottee shall also from time to time, be required by the Promoter or the Association to sign and execute the application form for membership and other documents in this regard. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association. The Allottee shall adhere to the rules and regulations mentioned herein above and such further rules and regulations as may be made out by the Promoter / Association/ Maintenance Agency, from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case may be.
18. The Allottee is signing the present Agreement after taking professional legal advice and is being signed willingly, free from any undue influence, coercion, misrepresentation, fraud. The Allottee undertakes to immune and keep the Promoter, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") which may be faced, suffered, inflicted or incurred by the Promoter as consequence of breach of any of the terms and conditions of this Agreement by the Allottee as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Said Plot due to the Allottee willful misconduct and /or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and/ or negligence on the part of the Allottee.



