

ELDECO



Sector 19A & 40, G.T. Karnal Road, Panipat

ELDECO ESTATE ONE-PHASE THREE

RERA NO. HRERA-PKL-PNP-12-2018

Agreement For Sale

Allottee/s:1. Ceremony Homes Private Limited

2. - N.A -

3. - N.A -

Plot No.: Convenient Shopping, Sec-VI

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 18/06/2021

Certificate No. E0R2021F420



GRN No. 78093107



Stamp Duty Paid : ₹ 2000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Eldeco infrastructure and Prop Ltd

H.No/Floor : 201

Sector/Ward : 2nd

LandMark : Splendor forum

City/Village : Jasola

District : Jasola

State : Delhi

Phone: 98*****07



Buyer / Second Party Detail

Name : Ceremony homes Private Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Na

District : Na

State : Na

Phone : 98*****07

Purpose : Agreement for Convenient Shopping Sec VI

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT

THIS FORMS PART OF THE AGREEMENT MADE THIS **23rd DAY OF June 2020** ENTERED INTO BETWEEN **M/S ELDECO INFRASTRUCTURE AND PROPERTIES LTD.** (FIRST PARTY or BUILDER or COMPANY) AND **M/s Ceremony Homes Private Limited** (SECOND PARTY/S or ALLOTTEE/S) FOR **Convenient Shopping at Sec-VI, IN ELDECO ESTATE ONE, PHASE-III, PANIPAT HARYANA.**

For ELDECO INFRASTRUCTURE & PROPERTIES LTD.

Authorized signatory

For Ceremony Homes Pvt. Ltd.

ALLOTTEE/S Director

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this 23rd day of June 2021

By and Between

ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED (CIN U74899HR2000PLC043893), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad Haryana 121007 and its corporate office at 201-212, 2nd Floor, Splendor Forum Jasola District Centre New Delhi 110025 (PAN AAACE8177D), represented by its authorized signatory Mr./ Ms. Harpreet Kaur authorized vide board resolution dated 07.07.2018 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

[If the Allottee is a company]

CEREMONY HOMES PRIVATE LIMITED (CIN NO. U7010HR2020PTC088032) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at #260, SEC-29, PANIPAT (PAN AAICC8621L), represented by its signatory **Mr. Mukesh Gulati**, authorized duly authorized vide board resolution dated 01.10.2020 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]

(i) _____

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 A assigns).

Promoter

1

For Ceremony Homes Pvt. Ltd.

Allottee/s Signature

[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).

The Promoter and Allottee shall hereinafter jointly be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

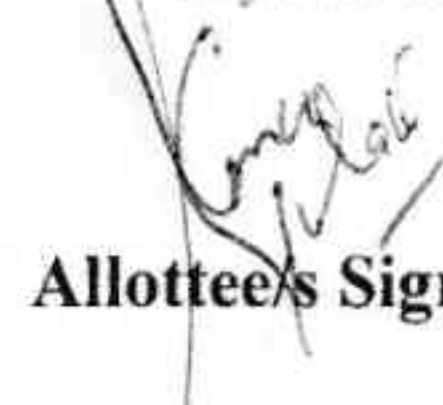
For the purpose of this Agreement, unless the context otherwise requires,-

- (a) "**Act**" means Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) "**Applicable Laws**" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
- (c) "**Approvals**" shall mean and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project (defined hereinafter).
- (d) "**Authority**" means the Haryana Real Estate Regulatory Authority.
- (e) "**Competent Authority**" means any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Township (defined hereinafter) and/or the Project.
- (f) "**Common Areas and Facilities**" means such areas and facilities in the Project/Township which are meant for common use, enjoyment and access of the allottee(s) at the Project/Township, viz parks, roads, green areas etc (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Project/Township or otherwise transferable by the Promoter to the third parties. The Community Sites situated in the Township/Project are explicitly excluded from the definition of Common Areas & Facilities and the same are transferable by the Promoter to third parties.
- (g) "**Essential Services**" shall mean the provision of (i) Internal roads connecting the Plot (defined hereinafter) to the public road, (ii) Sewer line outside the Plot, (iii) Water supply line outside the Plot, (iv) Provision of the Electricity line upto the Plot and (iv) Storm water drains outside the Plot.
- (h) "**Force Majeure Events**" means shall mean (a) flood, drought, fire, cyclone, earthquake, pandemic or any other calamity by nature effecting the regular development of the Project (b) war, civil commotion or act of God; (c) any notice, rule, notification of the Government and/or other public or competent authority/court including lockdown ; (d) non availability of the materials or labour; and (e) Court orders, Government policy/ guidelines, decisions affecting the regular development of the Project and (f) any reason beyond the reasonable control of the Promoter.
- (i) "**Government**" means the Government of the State of Haryana.



Promoter

For Ceremony Homes Pvt. Ltd.



Allottee's Signature

- (j) **"Hazard"** means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project /Township or to the environment in and around the Project/Township.
- (k) **"Holding Charges"** shall mean the administrative costs incurred by the Promoter to hold the Plot, if the Allottee/s fails to take actual & physical possession of the Plot after expiry of the period specified in the Offer Letter.
- (l) **Non Refundable Amount** means (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities.
- (m) **"Plot"** shall mean the plot described in **Schedule IV**
- (n) **"Project"** meaning assigned to it under Recital D herein.
- (o) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act, 2016
- (p) **"Rules"** means Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.
- (q) **"Rule"** means rule of Rules.
- (r) **"Safeguarding Charges"** means the charges incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Plot after expiry of period mentioned in the Offer Letter.
- (s) **"Section"** means a section of the Act.
- (t) **"Total Price of Plot"** shall mean the amount mentioned in **Schedule V**.
- (u) **"Township"** meaning assigned to it under Recital F herein.

WHEREAS:

- A. The Promoter was granted Licenses no. 407 to 412 of 2006, all dated 18.01.06 to set up residential plotted colony over a land admeasuring 65.31 acres, situated at sector 40, Panipat (**"Project I"**), Haryana by Director, Town and Country Planning Department, Haryana (**"DTCP"**). The Promoter was thereafter, granted additional License No. 36 of 2008, dated 28.02.08 to set up residential plotted colony over additional land admeasuring 55.80 acres, sector 40 & 19A, Panipat (**"Project II"**) by DTCP contiguous to the Project I. The Promoter developed a residential colony on the Project I and Project II under the name and style **"Eldeco Estate One"**.
- B. The Promoter is now granted additional License No. 47 of 2017 dated 18.07.2017 to set up residential plotted colony over land admeasuring 29.175 acres, (herein **"Said Land"**) situated at Sector 40 & 19A, Panipat by DTCP contiguous to Project I and Project II.
- C. The Said Land is owned jointly by the Promoter and its wholly owned subsidiary companies namely M/s A.P. Projects Limited, M/s A P Utility Services Limited, M/s Chiranjiv Builders Limited, M/s S.M. Buildcon Limited, M/s Adhikari Properties Limited, M/s Savana Realtors Company Limited, M/s Amazon Real Estate Limited and M/s Amazon Infracon Limited *vide* sale deed(s) /exchange deed duly registered at the office of the concerned Sub-Registrar. The aforesaid owners of the Said Land and the Promoter have entered into Collaboration agreements and Supplementary/Addendum to the Collaboration agreement/s in respect of the Said Land which is duly registered at the office of the concerned Sub-Registrar. The date and registration detail of the aforesaid sale deeds are described in **Schedule I**.

For Ceremony Homes Pvt. Ltd.

Promoter

Allottee/s Signature

- D. The Said Land is earmarked for the purpose of plotted development of a residential Project, which shall be comprising of residential plots/villas/floors, commercial area, community sites etc. The Promoter is developing the Said Land under the name and style 'Eldeco Estate One - Phase Three' (herein "Project").
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been complied with.
- F. The Promoter has obtained approval on the layout plan for the Project from DTCP. The Allottee understand that a consolidated layout plan of Project I, Project II and Project having total land area admeasuring 150.2874 acres (herein "Township") is approved by DTCP vide LC -672-Vol-111/AD(RA)/2017/23495 dated 19.09.2017. The Promoter shall not make any changes in the approved layout plan of the Township except in accordance with the applicable laws. A copy of the approved layout plan of the Township is enclosed herewith in **Schedule II**.
- G. The Allottee(s) acknowledge and understand that the Promoter has informed him/her that the Project I, Project II and Project are integral part of the Township as such their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems etc are inter linked with each other.
- H. The Promoter has registered the Project under the name 'Eldeco Estate One - Phase Three' as per the provisions of Real Estate (Regulation & Development) Act, 2016 read with Haryana Real Estate Registration Rules and the Authority has granted Registration on 04.06.2018 vide registration bearing no HRERA-PKL-PNP-12-2018.
- I. The Allottee had applied for a convenient shopping plot which falls in the Project vide application dated (herein "Application") and accordingly allotted a commercial Plot having area of 867.9 square yards, (hereinafter referred to as the "Plot") more particularly described in **Schedule IV**.
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties acknowledge that the Promoter has given inspection and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or sanctioned plans in respect of Project/Township. The Promoter has, as on date, obtained/applied for the Approvals as listed in **Schedule III**. The Approvals are available at site and Head office of the Promoter.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project /Township/Plot.
- M. 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;
- N. 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 Plot for commercial usage as specified in Para I above.



Promoter

4

Allottee/s Signature

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 Plot for Commercial usage as specified in Para I above.
- 1.2 The Total Price of Plot for Commercial usage ("Total Price"), other charges, payable by the Allottee/s for transfer of the Plot in its favour and token amount/application money already paid by the Allottee/s at the time of signing of the Application are mentioned in Schedule V hereto.

Explanation:

- i. The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Plot for Commercial usage;
- ii. Total Price as mentioned above does not include (i) goods and services tax, land under construction tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Plot (ii) cost of running, maintenance and operation of Common Areas and Facilities of the Township/Project; or (iii) for any rights and interest over the commercial plots/areas/shops kiosks, conveniences, community sites, etc. (except for a right to use Common Areas & Facilities on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottee at the Township/Project); or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Township/Project; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws.
- iii. Provided that, in case there is any change / modification 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;
- iv. The Allottee shall in time bound manner make the payment payable by him/her and as stated in Schedule V without any need of any demand letter and/or reminder from the Promoter. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- v. The Total Price of Plot for Commercial usage includes recovery of price of land, development of Essential Services but also of the Common Areas & Facilities, External Development charges, Infrastructure Development Charges, Infrastructure Augmentation charges. DTCP has presently determined the interim rate of External Development Charges in respect of the Project and accordingly same is considered while determining the Total Price of the Plot. It is clarified that in case of any incremental in External Development Charges and Infrastructure Development Charges, the Allottee/s shall have to pay proportionately the final External Development Charges and Infrastructure Development Charges rates as and when finalized and determined by DTCP and demanded by the Promoter. The interim rate of External Development Charges, Infrastructure Development Charges and Infrastructure Augmentation Charges on the residential component of the Project together with interest aggregating to Rs 3833/- per sq yds payable on installments thereon to DTCP, Haryana is reckoned for Project and included in the Total Price.

Promoter

Allottee/s Signature

- 3.2 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 Agreement/ Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) 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 Plot for Commercial usage in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner. It is clarified that all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for offering the Plot for Commercial usage to the Allottee, subject to Force Majeure Events and reasons beyond the control of the Promoter.

6. **DEVELOPMENT OF THE PROJECT:**

6.1 The Allottee has seen the layout plan regarding the Project/Township where the Plot for Commercial usage is located and has accepted the payment plan, layout plan/site plan which has been approved by the Competent Authority, as represented by the Promoter. The Allottee agrees and understands that he/she/they shall apply/obtain the Zoning plan of the Plot at its own cost without any inclusion of the Promoter.

6.2 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 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 Authority and shall also strictly abide by the provisions and norms prescribed by DTCP/ HSVP / Competent Authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authority, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.3 The Allottee agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the level of the Plot is lower than the specified 2 ft. then the Company shall reimburse the equivalent amount of cost of earth filling to the Allottee/or the Company shall undertake earth filling level upto 2 ft below the abutting road. Beyond the specified 2 ft. level, it shall be the responsibility of the Allottee to do the earth filling at his/her own cost and expenses.


Promoter

Allottee/s Signature

- 6.4 The Promoter has informed the Allottee that the development of Project and provision of the Essential Services shall be subject to (i) Force Majeure Events and (ii) timely receipt of the Total Price (iii) reasons beyond the control of the Promoter.
- 6.5 The Promoter has informed the Allottee that it shall be in future applying for license to develop residential colony on land contiguous to the Project/Township in accordance with the Applicable Laws and shall be linking their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems, community sites, Common Areas And Facilities etc. with each other, to which the Allottee hereby expressly gives his/her consent at this stage only.

7. POSSESSION OF THE PLOT FOR COMMERCIAL USAGE

- 7.1 **Schedule for possession of the Plot for Commercial usage** - The Promoter agrees and understands that timely offer of possession of the Plot for Commercial usage to the Allottee(s) and the development of Essential Services, is the essence of the Agreement.

The Promoter assures to offer possession of the Plot for Commercial usage as per agreed terms and conditions unless there is delay due to "Force Majeure Events" or reasons beyond the control of the Promoter. In the event of any delay in offer of possession of the Plot to the Allottee on the Date of Offer of Possession (defined herein after) and/ or beyond the Extended Duration (defined herein after) and/ or further extension of time for completion of Essential Services of the Plot, the Allottee shall be entitled to compensation for delay @ Rs. 15 per sq. yds per month of the plot area of the Plot from the expiry of Extended Duration (defined below) till the date of Offer Letter, provided the Allottee/s has complied with all the terms and condition of this Agreement. It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Total Price only (excluding interest amounts (if any), paid to the Promoter and not on the stamp duty, registration fee, GST, TDS, deposits, development charges, applicable taxes etc. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the Plot.

7.2 Procedure for taking possession of Plot -

- i. The Promoter shall endeavor to offer possession of the Plot for Commercial Usage in writing on or before the date specified in Schedule IV ("Date of offer of Possession") by issue a written offer of possession/Final Demand notice ("Offer Letter"). The date of offer of possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- ii. In the event the offer of possession of the Plot is delayed beyond the date as agreed hereinabove inter alia for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("Extended Duration") for handover of possession and completion of development of Plot.
- iii. The Allottee(s) agree(s) to pay the maintenance charges, Safe Guarding charges and Holding Charges on expiry of date stipulated in Offer Letter for taking possession of Plot as mentioned herein.


Promoter

9

Allottee/s Signature

- i. Promoter fails to provide developed Plot for Commercial usage to the Allottee/s within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, as may be extended from time to time. For the purpose of this para. 'developed plot' it shall mean the plot having Essential Services.
- ii. Discontinuance of the Promoter's business as a Promoter.
- iii. In case of Default by Promoter under the conditions listed in clause 9.1 above, the Allottee is entitled to the following:

- 9.2 Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- 9.3 The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot.

9.4 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 payment on the due date as per the **Schedule V**, or is in breach of other terms of Agreement herein.;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter may after lapse of aforesaid 15 days period terminate/cancel this Agreement / allotment of the Plot for Commercial usage and refund the money paid to it by the Allottee by forfeiting the (i) Earnest Money/Booking Amount paid for the allotment (ii) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST or any other tax of any nature; and interest component on delayed payment (payable by the Allottee for breach of Agreement and nonpayment of any due payable to the Promoter). The Allottee upon cancellation/termination as aforesaid shall be left with no right, interest and lien on the Plot. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee subject to deduction of applicable taxes/charges only out of the sale proceeds, when realized from the re-allotment of the Plot. It is clarified that on such refund any liability of the Promoter arising out of this Agreement shall stand discharged.

9.5 The Allottee undertakes to present himself/herself for surrender of this Agreement, upon termination/cancellation of this Agreement as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement.

10 CONVEYANCE OF THE PLOT:

The Promoter on receipt of Total Price of the Plot and other charges as per Schedule V, shall execute a Conveyance/Sale deed preferably within three months but not later than six months from date of Offer Letter and convey the title of the Plot for which possession is offered/granted to the Allottee, subject to Allottee making payments of unpaid amount if any as per Schedule V.

However, in case, the Allottee fails to execute and register the Conveyance /Sale Deed with respect of the Plot the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Conveyance/Sale Deed shall be payable by the Allottee till the

Promoter

registration of the Conveyance/Sale Deed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel/terminate the Agreement and forfeit the (i) Booking Amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges, if any. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein. It is clarified that in case the amount paid by the Allottee is less than the amount forfeitable as above then the Promoter has all legal right to recover the same in accordance with law.

11
11.1

MAINTENANCE OF THE PROJECT/TOWNSHIP:

The Promoter is developing a club on a community site in the Township which shall have community/ recreational services and facilities ("Club") in accordance with the permission/sanctions of Competent Authority. The Allottee understands and agrees that the Promoter may transfer the Club to any person/s and/or engage a third party to operate and manage the Club. The Allottee's right to use the Club shall at all times be contingent on due and faithful observance by the Allottee of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or the third party operator as the case may be. The Allottee shall be liable to pay periodic subscription and usage charges, as may be intimated by the Promoter/third party operator from time to time. The Allottee understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee undertakes to abide by the same. It is once again clarified for avoidance of doubt that the Club is not part of common areas.

11.2

The Allottee understands and agrees that the Promoter may form a single association of allottee/s ("Association") for the Township/Project. The Common Area and Facilities within the Township/Project shall be transferred to the Association/authorities, 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 for membership and other papers, instruments and documents in this regard. The Allottee shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering conveyance/sale deed with respect to transfer of the common areas in the Township in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities 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 Township/Project.

11.3

The Promoter shall be responsible to provide and maintain Common Area and Facilities till the taking over of the maintenance of the Project /Township by the Association or Competent Authority, as the case may be. The Promoter in no case shall be obliged to maintain the Common Areas and Facilities beyond the date as stipulated by the Applicable Laws.

11.4

In case, Association fails to take possession of the Common Area & Facilities as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter may, at its option, continue with the maintenance of the same and on such terms as it deem fit and proper.

11.5

The Allottee hereby accepts that the provisions of maintenance services and use and access to the Common Areas and Facilities shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges etc. ("Maintenance Charges") to the Promoter or Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. For the purposes of avoidance of doubt, it is clarified that the Maintenance Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee has taken possession of Plot or not.

Promoter

Allottee/s Signature

11.6 The Allottee agrees that upon offer of possession of Plot he/she shall enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein "the Maintenance Agency") for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the building to be constructed on the Plot) of the Project/Township. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the maintenance charges and other related charges.

11.7 The Allottee agrees to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the Plot or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.

11.8 The Allottee agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to disconnect water/sewer, power, etc. and debarment from usage of any or all Common Areas & Facilities. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee.

11.9 The Allottee agrees that in the event the Maintenance Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate this Agreement by a notice in writing to the Allottee of 30 days (herein "Notice Period"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, (i) the booking amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges, if any shall be forfeited in favour of the Promoter and the Allottee shall have no right, interest or lien in the Plot. The refund after deduction as above, if any, shall be governed by the provisions contained herein.

12 DEFECT LIABILITY:

It is agreed that in case defect in workmanship is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of Offer Letter, it shall be the duty of the Promoter, after confirmation of the Promoter's architect, which shall be final in deciding whether there is any defective; to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any defect induced by the (i) Allottee/Association's negligence (ii) Allottee carrying out changes in violation of Approvals and (iii) act of omission or commission of other allottee/s of the Project/Township and (iii) Force Majeure Events.

13 RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ association of allottee/s Competent Authority shall have rights to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.


14 USAGE:

The service areas, if any, as located within the Project/Township shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned layout plans.

Promoter

GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- a. The Allottee shall, after taking possession of the Plot, be solely responsible to maintain the Plot and construction thereon at his/ her own cost and expenses and shall not do or suffer to be done anything in or to the Plot and construction thereon which may be in violation of any Applicable Laws or Rules of any Competent Authority. The Allottee shall not do neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining plot / areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the Local Authorities or the Association. The Allottee shall abide by the provisions of the Applicable Laws/guidelines/policy/norms while carrying out construction on the Plot. The Allottee alone be liable/responsible for getting the approval of the building plan at his/her/its own cost and any non compliance in relation to the construction as well as safety and security of his/her materials. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee's IFSD (as mentioned in Schedule V) along with liquidated damages equivalent to such amount incurred. In case IFSD is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFSD as applicable. The Allottee shall always keep the Promoter indemnified in this regard.
- b. The Promoter shall not be liable for any defect induced by the (i) Allottee/Association's negligence (ii) Allottee carrying out changes in violation of Approvals and (ii) act of omission or commission/negligence of Allottee or any other allottee/s of the Project/Township and (iii) Force Majeure Events.
- c. The Promoter will return IFSD to the Association on transfer of Common Areas and Facilities (net of Cumulative Defaults). It is clarified that in case there is any amount deducted from an allottees's IFSD, then he/she shall be obliged to make good the deficit within 7 days of deduction.
- d. 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 building to be constructed on the Plot or anywhere on Common Areas & Facilities. Further the Allottee shall not store any hazardous or combustible goods in the Plot and construction thereon. The 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 & Facilities which otherwise are available for free access.
- e. The Allottee shall plan and distribute its electrical load in the building to be constructed on the Plot in conformity with the electrical systems installed by the Promoter and the load provided by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- f. The Allottee agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Plot by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Total Price and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Plot only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event


Promoter

Allottee's Signature

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. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the Plot. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

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

The Parties are entering into this Agreement for the allotment of a Plot for Commercial usage with the full knowledge of all Applicable Laws, Rules, regulations, notifications applicable in the State of Haryana and related to the Project/Township.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make shall do construction on the commercial plots, commercial plots/areas, community plot/s falling in the Project/Township as per the without approval by the Competent Authority and as per the guidelines/ permissions/ directions/norms or sanctions by Competent Authority.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:**

18.1 The Allottee acknowledges that the Said Land and the receivables therefrom has mortgaged in favour of ICICI Bank Limited for the purpose of raising project finance by the Promoter.

18.2 The Promoter after execution this Agreement shall not mortgage or create charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take Plot for Commercial usage.

18.3 The Promoter so desires, it shall be entitled in future also to create security on the Said Land and receivables of Project by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Land/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

19. **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 Schedule V. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provision of the relevant Act of the State.



Promoter

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its issuance by the Allottee and further execute the said agreement and register the said agreement, 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 15 days from the date of its issuance by the Allottee, the Application of the Allottee for allotment of Plot shall be treated as cancelled and refund of amount shall be dealt in terms of the Application signed by the Allottee.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

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

23. TRANSFER/NOMINATION

- a) Subject to the terms of the allotment and the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/Sale Deed, but subject to paying at least 40% of the Total Price the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, norms, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of transfer charges (taxes extra) as per the prevailing policy of the Promoter upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. The Stamp duty and registration charges etc. as applicable on such transfer substitution/ nomination shall be paid by the Allottee / third party transferee.
- b) At any time after execution of Agreement, in addition to transfer charges an administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable. The Administrative fee shall be payable in such cases also where nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any.


Promoter

Allottee's Signature

29.

The Allottee understand and acknowledge that the Promoter is entitled to demand the Transfer charges and Administrative Charges as mentioned hereinabove post execution and registration of the Conveyance/Sale Deed as long as the Promoter is maintaining the Common Areas and Facilities or as long as the Promoter is required to maintain the records/accounts pertaining to the Project and its allottee/s, whichever is later.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Schedule V 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 of the Project.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project/Township, the same shall be the proportion which the plot area of the Plot for Commercial usage or built up area/s on the plot/s to the total plot area/ built up area of all the residential plots in the Project/Township.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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


Promoter

18

Allottee's Signature

29. **NOTICES:**

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

Name of Allottee/s: CEREMONY HOMES PRIVATE LIMITED

Allottee/ Address: 260, SECTOR-29, PANIPAT

Promoter: ELDECO INFRASTRUCTURE & PROPERTIES LIMITED

At: 201-212, 2nd Floor, Splendor Forum Jasola District Centre New Delhi 110025

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.

30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

Any Application , Agreement, or any other document signed by the Allottee, in respect of the Plot prior to the execution and registration of this Agreement for such Plot shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the regulations made thereunder.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Haryana courts will have the jurisdiction for this Agreement. All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules, as applicable.

33. **DISPUTE RESOLUTION:**

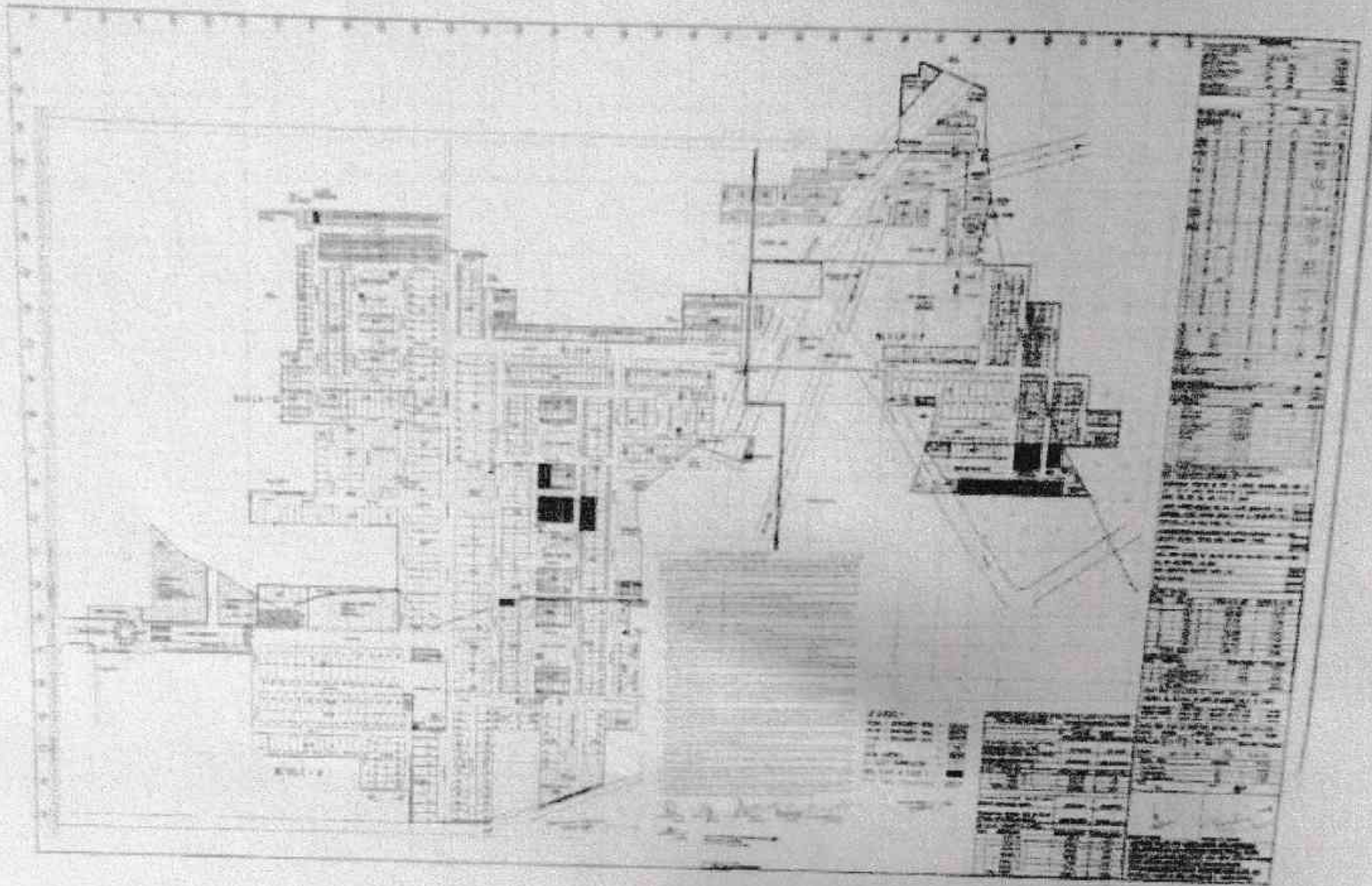
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same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

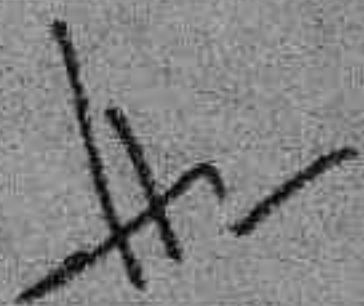

Promoter

19

Allottee/s Signature

SCHEDULE -II
Approved Layout Plan





Promoter

Abbottee/s Signature

SCHEDULE -III
List of Approvals

| Sr. No. | List of approvals | Date |
|---------|--|-----------------------|
| 1. | License No. 47 of 2017 | 18.07.2017 |
| 2. | Approval of Layout Plans from DTCP LC-672-Vol.-111/AD(RA)/2017/23495 | 19.09.2017 |
| 3. | Environment Clearance | 13.07.2018 |
| 4. | RERA Registration Number | HRERA-PKL-PNP-12-2018 |

SCHEDULE -IV
Details of Plot

| | |
|--|--|
| Area of the Plot* (in sq.yds) | 725.69 sq.mt. (867.9 sq yd.) |
| Payment Plan | Special Payment Plan |
| Date of offer of Possession ^{##} | 24.07.2021 |
| Payment Schedule | Schedule V |
| Deposit, outgoings and other charges | Schedule V |
| Initial token amount / Application Money | Rs. 5000000 |
| Details of payment of Initial token amount | Cheque No. 660714 dated 26.04.2021 Bank: Bank of Baroda |
| Payments to be made in favour of | Bank Account Name: Eldeco Infrastructure & Properties Ltd.-Panipat-PH-III Escrow A/c Bank Name : ICICI Bank Ltd Bank Account No. : 113405001050 IFSC code : ICIC0001134 |
| Interest for delayed payments | 10% per annum |
| Holding Charges | @ Rs15/- per sqy ds per month of plot area of the Plot if applicable |
| Safeguarding Charges | @ Rs15/- per sqy ds per month of plot area of the Plot if applicable |

* Area measurement is approximate and subject to variation.

The Promoter shall not be liable to the Allottee for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner.

Subject to terms and conditions mentioned in the Agreement For Sale.

Note: in case of electronic transfer, the Allottee shall inform the Promoter of the transfer in writing


Promoter

23

Allottee's Signature