

AGREEMENT FOR SALE

Plot No.

Customer Code

SHUBHANGAN – PANIPAT

**INSTRUCTIONS FOR EXECUTION OF THE AGREEMENT FOR SALE TO BE READ
CAREFULLY BY THE ALLOTTEE(S)/ BUYER(S).**

- Kindly sign along with joint allottee(s), if any, at all places in the Agreement including all Schedules/ Annexures and stamp paper.
- Kindly paste, at the place provided, color photographs including of all joint allottee(s) and sign across the photographs.
- Kindly furnish self-attested photocopy of the permanent account number (**PAN**) issued to the Allottee(s) by the Income Tax Department, **AADHAR CARD**, to the Company along with application form.
- Kindly sign next to the tentative typical Layout plan/Floor Plan in respect of unit (as the case may be) as booked by you.
- Witnesses signatures to be done with complete name & addresses.
- Copy of the partnership deed and resolution signed by all Partners required, in case the Allottee is a Partnership Firm.
- Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association in case the Allottee is a company.

AGREEMENT FOR SALE

This Agreement for Sale along with all its Schedules (hereinafter referred to as the “**Agreement**”) is made and executed at Panipat, Distt. Panipat (Haryana) on this (Date) day of(Month), year;

BY AND BETWEEN:

M/s Sunbreeze Builders & Developers Pvt. Ltd, (CIN No. U70101DL2005PTC144228) a Company registered under the Companies Act, 1956 **having its Registered office at IInd Floor, C-9/15, Sector-7, Rohini, Delhi – 110085** having **PAN AAKCS0886K** (hereinafter referred to as ‘**Company**’ which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorized Signatory Shri _____ S/o Shri _____ R/o _____ being the Party of the **FIRST PART**;

AND

****M/s [●please insert](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 authorized signatory, _____, (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, executors, administrators and permitted assignees) being the Party of the **SECOND PART**.

OR

****M/s [●please insert],** 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being the Party of the **SECOND PART**.

OR

****Mr. / Ms.[●please insert]**, (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 assignees) being the Party of the **SECOND PART**.

OR

****Mr. [●please insert]**, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Joint Hindu 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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors in-interest and permitted assignees) being the Party of the **SECOND PART**.

(Note: **Delete whichever is not applicable)

The Company and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company is the absolute and lawful owner and in possession of all that piece and parcel of the lands admeasuring about **9.48177 Acres** situated in the revenue estate of Village Nizampur, Sector – 40, Panipat, District Panipat, Haryana (hereinafter referred to as “**Project Land**”);
- B. The Company has obtained the requisite license bearing License No. 35 of 2019 dated 01st March, 2019 from the Directorate Town & Country Planning, Haryana, Chandigarh (“**DTCP**”) to develop an Affordable Plotted Colony (“**said Project**”) under Deen Dayal Jan Awas Yojna 2016 thereon (hereinafter referred to as the said “**License**” which term shall be deemed to include additional areas as may be additionally licensed) under the Haryana Development and Regulations of Urban Areas Act, 1975.
- C. The Project Land is earmarked for the purpose of plotted development of a residential project comprising of _____ plots in said Project to be known by the name “**SHUBHANGAN-Panipat**” (hereinafter referred to as the “**SHUBHANGAN-Panipat**” project). The Company agrees

and undertakes that it shall not make any changes to the Plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other laws as applicable;

- D. The Company has specifically made it clear that the Plans have been approved by the DTCP Haryana and are subject to other statutory NOCs/ sanctions required from various authorities which have been applied for and any changes/ directions/ conditions imposed by statutory authority at any stage, while approving such Plans, shall be binding on the Allottee;
- E. The Company has clarified to the Allottee that the Company has the necessary approvals from the competent authority on the Plans of the said Project;
- F. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the Project Land on which said Project is to be constructed have been completed;
- G. The Company has registered the said Project under the provisions of the Act and the Haryana Real Estate (Regulation and Development) Rules, 2017 (“**Rules**”), with the Haryana Real Estate Regulatory Authority at Panchkula (Haryana) vide Memo No. _____ dated _____ and Registration No. _____ of 2019;
- H. The Allottee had applied for a plot in the said Project vide the said Application (defined hereinafter) and has been allotted plot No. _____ having area of _____ square meters (_____ Sq. Yds.) (“**Plot Area**”), as permissible under the applicable law (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A** of this Agreement);
- I. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, bye-laws, rules, regulations, notifications, etc., applicable to the said Project;
- J. The Parties, relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot as specified in Recital Clause H for residential purposes only.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS:

In addition to the terms defined elsewhere in this Agreement, the following terms wherever used in this Agreement, when capitalized, shall have the meanings assigned herein, unless repugnant to or contrary to the context and meaning thereof. When not capitalized, such words shall be attributed their ordinary meaning:

“**Act**” shall mean the *Real Estate (Regulation and Development) Act, 2016* and as amended from time to time;

“**Agreement**” shall mean this Agreement for Sale of the Plot including all annexures, recitals, schedule and terms and conditions for allotment of the said Plot in the said Project executed by the Allottee and the Company.

“**Allottee**” means the person who is entering into this Agreement with the Company for the said Plot allotted to the Allottee(s) and who has signed and executed the Agreement;

“**Application**” shall mean the Application dated _____ for the provisional allotment of the Plot in SHUBHANGAN-Panipat project;

“**SHUBHANGAN-Panipat project**” shall have the same meaning as ascribed to it in Recital Clause C of this Agreement;

“**SHUBHANGAN-Panipat**” **project** shall have the same meaning as ascribed to it in the preliminary Recital C of this Agreement.

“**Company**” shall have the meaning as ascribed to it in the Preamble.

“**Conveyance Deed**” means the deed of conveyance which shall convey title of the said Plot in favour of the Allottee(s) in accordance with this Agreement.

“**Declaration**” shall mean the declaration (including any amended declaration) filed or to be filed by the Company under the Act and/ or the Rules, with the competent authority, with regard to the Plot/ SHUBHANGAN- Panipat project.

“Development Charges” shall mean the amount payable by the Allottee, on account of the internal and external development works including but not limited to the following:

- i. External Development Charges (EDC) and/or any enhancements thereof;
- ii. Infrastructure Development Charges (IDC) and/or any enhancements thereof;
- iii. The cost of such other development/infrastructure works not specifically covered elsewhere;
- iv. Interest paid on EDC/ IDC to the Government and carrying cost on the fund deployed by the Company for the above-mentioned charges.

“DTCP” shall mean the Directorate of Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.

“External Development Charges (EDC)” means the charges levied or leviable on the Plot (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a Party from complying with any or all the terms and conditions as agreed in this Agreement;
- (f) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the

Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason, whatsoever;
(g) any event or circumstances analogous to the foregoing.

“Governmental Authority” or **“Governmental Authorities”** shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other sub-division thereof, and any other municipal/ local authority having jurisdiction over the land on which the said Complex/ Said Colony is situated;

“IFMS” means the Interest Free Maintenance Security to be paid by the Allottee for the maintenance and upkeep of the Plot to be paid as per the Schedule C, attached hereto to the Company or to the Maintenance Agency @ INR_____per sq. mtr (INR/- per sq. yd.) of the Plot Area;

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

“License” shall have the same meaning as ascribed to it in preliminary Recital B of this Agreement.

“Maintenance Agency” means the Company, its nominee(s) or association of allottee(s) or such other agency/ body/ company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the said Project.

“Maintenance Agreement” means the maintenance agreement which shall be executed by the Allottee(s), Company and the Maintenance Agency, at the time of handing over the possession of the said Plot;

“Payment Plan” shall mean the Payment Plan annexed to this Agreement as **Schedule C**;

“Plans” shall mean the layout plans or demarcation plans of SHUBHANGAN-Panipat project as submitted/ as approved under the Haryana Development and Regulations of Urban Areas Act, 1975 and/ or under the Real Estate (Regulation and Development) Act, 2016;

“Plot” has the meaning ascribed to it in Recital Clause H and **Schedule A** of this Agreement;

“Plot Area” shall have the same meaning as ascribed to it in preliminary Recital H of this Agreement

“Project Land” shall have the same meaning as ascribed to it in preliminary Recital A of this Agreement;

“Rules” mean the Haryana Real Estate (Regulation and Development) Rules, 2017;

“said Project” shall have the same meaning as ascribed to it in preliminary Recital B of this Agreement;

“Taxes and Cesses” shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of Goods and Services Tax, cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called in accordance with the applicable laws from time to time, in connection with the development of the Plot / said Project;

“Total Price” has the meaning ascribed to it in Clause 2.1 of this Agreement;

In this Agreement, unless the context otherwise requires:

- (i) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (ii) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (iii) a reference to a statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory (however described) issued under it;
- (iv) a reference to any Party includes its successors in title and permitted assigns, a reference to a “person” includes any individual firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality), and a reference to a clause is to a clause of this Agreement;
- (v) the heading of clauses are for convenience only and will not affect the interpretation of this Agreement;

2. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Plot for residential usage together

with all rights of easements and appurtenances, estate, title, interest, property, claims and demands whatsoever thereto belonging to the said Plot, upon payment based on the Plot Area of the mutually agreed consideration of **INR** _____ **(Rupees** _____ **Only)** (hereinafter referred to as the “**Total Price**”) by the Allottee to the Company as per the Payment Plan set out in **Schedule C**, attached hereto.

The Total Price of the Plot includes:

- (1) Booking amount paid at the time of Application;
- (2) IDC;
- (3) EDC;
- (4) Cost of miscellaneous services;
- (5) Maintenance charges; and
- (6) Cost for all other amenities, facilities in the Plot.

The Total Price defined above in clause 2.1, includes all applicable Taxes and Cesses in connection with the development of the said Project payable by the Company up to the date of handing over the possession of the said Plot:

Provided that, in case there is any change/ modification in the Taxes and Cesses, the subsequent amount payable by the Allottee to the Company shall be increased/ decreased based on such change/ modification.

It is agreed between the Parties that although 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 Company undertakes and agrees that while raising a demand on the Allottee for increase in Development Charges imposed by the competent authorities, the Company 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 said Project as per registration with the Authority, as per the Act, the same shall not be charged from the Allottee.

It is agreed that the Company shall not make any additions and alterations in the sanctioned Plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule**

‘D’, attached hereto, (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Company 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.

The Company shall confirm to the Plot Area as per approved Plans that has been allotted to the Allottee after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The Company 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 Company. If there is reduction in the area then the Company 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 (5%) of the area of the Plot, allotted to the Allottee, the Company 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/ square yards as agreed in para 2.1 of this Agreement.

Subject to Clause 8.3 of this Agreement, the Company agrees and acknowledges, the Allottee shall have the following rights in respect of the Plot:

- (i) The Allottee shall have exclusive ownership of the Plot for residential usage;
- (ii) The Allottee has the right to visit the SHUBHANGAN-Panipat project site to assess the extent of development of the said Project and his/ her/ its Plot for residential usage.

The Company agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 said Project). In case the Company fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Company agrees to be liable, even after the transfer of the Plot, to pay such outgoings

and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of INR _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of submitting the Application, the receipt of which the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as per the Payment Plan as prescribed in the **Schedule C**, attached hereto, as may be demanded by the Company within the time and in the manner specified therein. However, if the Allottee delays in paying the said payment towards any amount which is payable to the Company, the Allottee shall be liable to pay interest which shall be the then effective State Bank of India's highest marginal cost of lending rate plus two(2) percent or as otherwise notified by the competent authority, from time to time.

In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

3. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Company abiding by the development milestones, the Allottee shall make the balance payment of the Total Price on demand by the Company, within the stipulated time as mentioned in the Schedule C, attached hereto through A/c Payee cheque/demand draft drawn upon scheduled banks or online payment in favour of **"Sunbreeze Builders & Developers Private Limited"** payable at [Panipat].

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident of 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 Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws, bye-laws, rules, regulations, etc. including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law, bye-law, rule, regulation,

etc., as amended from time to time. The Allottee understands and agrees that in the event of any failure on his/her/ its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, bye-laws, rules, regulations, etc., as applicable, as amended from time to time.

The Company accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Company 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 Company immediately and comply with necessary formalities as specified under the applicable laws, bye-laws, rules, regulations, etc. The Company shall not be responsible towards any third party making payment/remittances on behalf of the 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 Company shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Company to adjust/appropriate all payments made by him/her/ it under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her/ its name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust his/ her/ its payments in any manner otherwise than as decided by the Company.

6. TIME IS ESSENCE:

Time is of essence for the Parties in respect of the obligations to be fulfilled by each Party, under this Agreement. The Company shall abide by the time schedule for completing the SHUBHANGAN- Panipat project as disclosed at the time of registration of the said Project with the Real Estate Regulatory Authority and towards handing over the Plot for residential usage to the Allottee as provided under Rule 2(1)(f) of the said Rules.

7. DEVELOPMENT OF THE SAID PROJECT:

The Allottee has seen the Plans, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the said Project where the said Plot for residential usage is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. which is annexed along with this Agreement as Schedule D which has been approved by the competent authority, as represented by the Company.

The Company shall develop the said Project in accordance with the said Plans and specifications. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such Plans approved by the competent Authorities and shall also strictly abide by the bye-laws and density norms and provisions prescribed or notified by the State Government 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 the Rules made thereunder or as per approvals/ guidelines of the competent authorities.

8. POSSESSION OF THE PLOT:

8.1 Schedule for possession of the Plot:

The Company agrees and understands that timely delivery of possession of the Plot for residential usage to the Allottee as provided under Rule 2(1)(f) of the said Rules, is the essence of this Agreement.

The Company assures to hand over possession of the Plot for residential usage as detailed in **Schedule F** of this Agreement unless there is delay due to Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the SHUBHANGAN- Panipat project. If, the completion of the said Project is delayed due to the above conditions, then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot for residential usage.

The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the said Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee, the entire amount received by the Company from the Allottee within ninety (90) days. The Company shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the amount paid by the Allottee, the Allottee agrees that he/ she/ it shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2. Procedure for taking possession of the Plot:

The Company, upon obtaining the approved Plans, provision of services by the Company, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer

in writing the possession of the Plot within three (03) months from the date of above, to the Allottee as per terms of this Agreement.

The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Company shall provide a copy (on demand) of approved Plans/ provision of services by the Company/ part completion certificate in respect of plotted development for residential usage 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 Company/ association of allottees/ competent authority, as the case may be.

Failure of Allottee to take Possession of the Plot:

Upon receiving a written intimation from the Company as per Clause 8.2, the Allottee shall take possession of the Plot from the Company by executing the Conveyance Deed, Maintenance Agreement or any such other documentation as may be prescribed by the Company from time to time and the Company shall give possession of the said Plot to the Allottee subject to the Allottee paying the Total Price and wherein there is no outstanding payment(s) whatsoever on the part of the Allottee. In case, the Allottee fails to take possession within the time provided in Clause 8.2, then the Allottee shall continue to be liable to pay maintenance charges as per Clause 12 of this Agreement. Further, it is agreed by the Allottee that in the event of the Allottee's failure to take possession of the Plot in the manner as aforesaid, the Company shall have the option to terminate this Agreement and avail the remedies as are available in the Act or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking possession of the Plot in the manner as stated in this clause on the condition that the Allottee shall pay to the Company holding charges @ INR (Rupees only) per sq. yd. approx. of the Plot Area per day/ month for any delay in taking possession of the said Plot for the entire period of delay.

Possession by the Allottee:

After obtaining the approved Plans/ provision of the services by the Company, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot for residential usage to the Allottee, it shall be the responsibility of the Company to hand over the necessary documents and plans, as the case may be to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of the said Rules.

Cancellation by Allottee:

The Allottee shall have the right to cancel/ withdraw his/ her/ its allotment in the said Project as provided under the Act and/or the Rules.

Provided that where the Allottee proposes to cancel/ withdraw his/her/ its allotment of the Plot from the SHUBHANGAN-Panipat project without any fault of the Company, the Company herein is entitled to forfeit the booking amount paid for the Allottee and further charge an interest component on any delayed payment. The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent or as otherwise notified by the competent authority, from time to time. The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee within ninety (90) days of such cancellation.

Compensation:

The Company shall be liable to compensate the Allottee in case of any loss caused to him/ her/ it due to defective title of the Project Land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and/ or the Rules.

Subject to Clause 8.1, if the Company fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, to be duly completed by the date specified herein; or (ii) due to discontinuance of his/ her/ its business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Company shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within ninety (90) days including compensation in the manner as provided under the Act:

Where the Allottee does not intend to withdraw its allotment for the Plot from the said Project, the Company shall pay to the Allottee interest at the rate specified in the Rules which is State Bank of India's highest marginal cost of lending rate plus two percent (2%) for every month of delay, till the handing over of the possession of the Plot or as otherwise notified by the competent authority, from time to time.

In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

9. MUTUAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

- (a) Each Party hereby represents and warrants to the other that they are in good standing and that they have full authority to enter into this Agreement and is entering into the Agreement subject to obtaining the necessary approvals under the applicable laws, bye-laws, rules, regulations, etc. to perform their obligations hereunder according to the terms hereof.
- (b) That they have full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof; and that this Agreement entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid and binding obligation of, enforceable in accordance with the terms hereof and that the executant(s) of this Agreement are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Clause 8.1 of this Agreement, the Company shall be considered under a condition of default, in the following events: -

- (i) The Company fails to provide ready to move in possession of the developed Plot for residential usage to the Allottee within the time period prescribed in this Agreement. For the purposes of this clause '*ready to move in possession*' 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 the guideline of the competent authority) and for the same the Company has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;
- (ii) Discontinuance of the Company's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

In case of default by Company under the conditions listed above in Clause 10.1, the Allottee is entitled to the following: -

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

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

Provided that where the Allottee does not intend to withdraw its allotment of the Plot from the SHUBHANGAN-Panipat project/ said Project or terminate the Agreement, he/ she/ it shall be paid, by the Company, interest at the rate specified in the Rules which is State Bank of India's highest marginal cost of lending rate plus two percent (2%) for every month of delay, till the handing over of the possession of the Plot by the Company to the Allottee or as otherwise notified by the competent authority, from time to time.

In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

The Allottee shall be considered under a condition of default, on the occurrence of the following events: -

- (i) in case the Allottee fails to make payments for two (02) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Company on the unpaid amount at the rate specified in the Rules which is State Bank of India's highest marginal cost of lending rate plus two (2) percent till the total payment in default is made.

In case the State Bank of India's marginal cost of lending rate is not in use, it would replace by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public;

- (ii) in case of default by Allottee under the condition listed above continues for a period beyond ninety (90) days after notice from the Company in this regard, the Company shall cancel the allotment of the Plot for residential usage in favour of the Allottee and refund the amount paid to it by the Allottee by forfeiting the booking amount paid for the allotment and the interest liabilities and this Agreement shall thereupon stand terminated. In such an event, the Allottee shall not be entitled to claim any right, interest or title in the said Plot.
- (iii) Failure to take possession of the Plot within the time stipulated by the Company;

- (iv) Failure to execute the Conveyance Deed within the time stipulated by the Company in its notice;
- (v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, IFMS, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee, other body or association of allottees, as the case may be.
- (vi) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of the Company;
- (vii) Dishonor of any cheque(s) given by the Allottee as per the Payment Plan attached hereto and marked as **Schedule C** of this Agreement;
- (viii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.

11. CONVEYANCE OF THE SAID PLOT:

The Company, on receipt of complete amount of the Total Price of the Plot under the Agreement from the Allottee, shall execute a Conveyance Deed within three (03) months but not later than six (06) months from possession and convey the title of the Plot for which possession is granted to the Allottee.

Provided that, the Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Company to withhold registration of the Conveyance Deed in his/her/ its favour till full and final settlement of all dues and stamp duty and registration charges to the Company is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 as applicable to the state of Haryana and the Indian Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

12. MAINTENANCE CHARGES & MAINTENANCE SECURITY:

The Allottee shall enter into a separate Maintenance Agreement with the Company or Maintenance Agency for the maintenance of the SHUBHANGAN-Panipat project by the association of allottees or the competent authority, as the case may be, upon issuance of the part completion certificate/ completion certificate of the said Project, as the case may be.

The Allottee hereby agrees to pay to the Company IFMS in order to secure adequate provision of the maintenance services and for due performance of the buyer(s) in paying the maintenance charges and other charges as raised by the Maintenance Agency from time to time.

The Allottee hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company or the Maintenance Agency from the date of commencement of maintenance services by the Company or the Maintenance Agency in the said Project, whether the Plot is physically occupied by the Allottee or not. The Allottee hereby agrees to pay maintenance charges in respect of the said Plot regularly on monthly basis as per the bills/ invoices raised by the Company or such Maintenance Agency nominated by the Company. In case of non-payment of maintenance charges within the time specified, the Allottee shall be liable to pay interest at the rate of ● % per annum. Non-payment of maintenance charges shall also disentitle Allottee to the enjoyment of common services including electricity, water etc. in the said Plot.

In case at any time the Company hands over the maintenance services of said Project to the association of allottees hereby agrees to join the said association of allottees and shall abide by the bye-laws, rules or regulations of the said association of allottees.

13. DEFECT LIABILITY:

It is agreed that in case any defect in the provision of services or any obligations of the Company as per this Agreement to such development is brought to the notice of the Company within a period of five (05) years by the Allottee from the date of handing over possession, it shall be the duty of the Company to rectify such defects in the provision of the services without further charge, within ninety (90) days or such reasonable time as agreed between the Parties depending upon the nature of defect, and in the event of Company'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 and/ or in the Rules.

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

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

The Company / Maintenance Agency / association of allottees shall have rights of unrestricted access of the Plot for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or Maintenance Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours i.e. from 9 AM to 6 PM, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

The Allottee shall not use the said Plot for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other plot; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the said Plot which tends to cause interference to any other plots or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify the Company against any claim, action, damages or loss which may arise against it due to any misuse of the Plot by the Allottee for which the Allottee shall be solely responsible.

16. INDEMNIFICATION:

Notwithstanding anything contained in the Agreement, the Allottee shall keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, nonobservance or non-performance of any of the covenants and conditions stipulated in this Agreement.

17. BROKERAGE:

The Allottee shall bear its own expenses including commission or brokerage payable by the Allottee to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the said Plot. The Company shall not be responsible or liable for such payment, commission or brokerage nor the Allottee have the right to deduct such charges from the Total Price and other charges payable to the Company for the said Plot. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

18. FURTHER ASSURANCES:

The Allottee agrees that the persons to whom the said Plot is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such

other actions, in addition to the deeds, documents, instruments and actions specifically provided for herein, as the Company may reasonably request 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.

19. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/ her/ its own cost and expense, in good repair and condition and shall not do or suffer to be done anything in or to the Plot which may be in violation of any laws or rules of any authority and keep the Plot, its partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.

The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter, the Maintenance Agency. The Allottee shall be responsible and liable for any loss or damages arising out of breach of any of the aforesaid condition and accordingly shall indemnify and keep the Company indemnified against any claim, loss, damage, cost which may arise due to such a breach committed by the Allottee.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PARTIES:

The Parties are entering into this Agreement for the allotment of the Plot with the full knowledge of all laws, bye-laws, rules, regulations and notifications applicable to the said Project in general and the said Project in particular. The Allottee hereby undertakes that he/she/ it shall comply with and carry out, from time to time after it has taken over the possession for occupation and usage of the Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Plot at its own cost and expense.

21. ADDITIONAL CONSTRUCTIONS:

The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Project after the Plans and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act and/ or the Rules.

22. THE COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Company executes this Agreement it shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in

any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

23. ADHERENCE TO THE DEEN DAYAL JAN AWAS YOJNA – AFFORDABLE HOUSING POLICY 2016:

The said Plot shall be subject to the provisions of the Deen Dayal Jan Awas Yojna – Affordable Housing Policy 2016 or any statutory enactments or modifications thereof. Therefore, the Allottee or any subsequent allottee of the said Plot shall adhere to the norms of the said Deen Dayal Jan Awas Yojna – Affordable Housing Policy 2016. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

It is made clear that the Company shall be the sole owner of the lands, facilities, amenities outside the said Plot and within the boundaries of the said Project and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no right or claim whatsoever of any sort therein.

24. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

It is specifically clarified by the Company that this Agreement is not assignable and the Allottee has no right whatsoever to assign, transfer, nominate or convey this Agreement in any manner to any third party without a prior written explicit consent of the Company which consent may be denied by the Company in its sole discretion. In case such consent is given it may be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Company may impose from time to time in this regard. The Allottee shall pay to the Company a nomination fee /transfer fee @ INR _____ (Rupees _____ only) per sq. mtr. and other applicable charges (such as documentation charges) and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/assignment/transfer/ conveyance, if so permitted by the Company at its sole discretion.

In the event the Allottee has obtained finance/loan against the said Plot from any financial institution/bank, then a No Objection Certificate/letter (NOC) by such financial institution/bank shall also be submitted to the Company in a format approved by the Company, permitting/consenting to the requested assignment/transfer, by the Allottee in respect of the Plot.

In the event that any such request for assignment/ transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, bye-laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes

to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or any other adverse consequence whatsoever on account of such permission being accorded by the Company at the request of the Allottee.

25. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company 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 as stated in Schedule C within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Company has an obligation to execute the Agreement and also register the said Agreement as per the provision of the Registration Act, 1908.

If the Allottee fails to execute and deliver to the Company, this Agreement within thirty (30) days from the date of its receipt by the Allottee and further fails to execute the said Agreement and register the said Agreement, as per intimation by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the Allottee, the 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 Company has an option to forfeit the booking amount.

26. ENTIRE AGREEMENT:

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

27. RIGHT TO AMEND:

The Allottee agrees and understand that terms and conditions of the Application and those of this Agreement may be modified/ amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Allottee and the Company.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

29. WAIVER NOT A LIMITATION TO ENFORCE:

The Company 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 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 Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other allottees.

Failure on the part of the Company 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.

30. 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 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.

31. 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 allottees in the said Project, the same shall be the proportion which the Plot Area bears to the total plot area of all the plots in the said Project.

32. STAMP DUTY AND REGISTRATION OF THE AGREEMENT:

It is clearly understood and agreed by the Allottee that the stamp duty, registration and any incidental charges relating to and in respect of this Agreement and conveyance shall be borne and paid by the Allottee only.

33. PLACE OF EXECUTION:

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at _____ after all the copies duly executed by the Allottee are received by the Company. After the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution, the said Agreement shall be registered as per provisions of the applicable laws at Panipat, Distt. Panipat (Haryana). Hence this Agreement shall be deemed to have been executed at Panipat, Distt. Panipat(Hr.).

34. DISPUTE RESOLUTION BY ARBITRATION:

All or any disputes, differences or claims arising out of or relating to or concerning or in relation to the terms of this Agreement shall be settled amicably by mutual discussion within fifteen (15) days from the date of receipt of the notice regarding such a dispute, difference or claim by one Party from another failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The seat of the arbitration proceedings shall be at in Delhi and the proceedings shall be held in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties.

35. NOTICES:

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

In case of Allottee

_____;
_____;
_____;

In case of Company

M/s. Sunbreeze Builders &
Developers Pvt. Ltd.
IInd Floor, C-9/15, Sector-7
Rohini, New Delhi

_____ ; Delhi – 110085

It shall be the duty of the Allottee to inform the Company of any change 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 Allottee.

36. JOINT ALLOTTEES:

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

37. 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 the said Plot, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.

38. GOVERNING LAW:

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.

39. JURISDICTION:

The Courts at Panipat-Haryana shall have the exclusive jurisdiction to adjudicate upon any matter arising out of or in connection with this Agreement.

The terms & conditions of this Agreement have been read/understood by me / us and I/ we hereby accept the same willfully and voluntarily.

IN WITNESS WHEREOF the Parties hereto have hereunto put their respective hands the day and year first hereinabove mentioned.

SIGNED AND DELIVERED BY THE WITHIN NAMED COMPANY

**Please affix
photograph and
sign across the
photograph**

Sunbreeze Builders & Developers Pvt. Ltd., through Mr. ____

WITNESSES:

1. Signature _____
Name _____
Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee(s): (including joint Allottees)**

(1) _____

(2) _____

WITNESSES:

2. Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

SCHEDULE “A”

DESCRIPTION OF THE PLOT FOR RESIDENTIAL USAGE

Project : SHUBHANGAN

License No. : 35 of 2019 dated 01-Mar-2019

RERA Regn. NO. : HRERA No. of 2019 dated - -2019

Plot No. : _____

Plot Area : _____

SCHEDULE “B”

LAYOUT PLAN OF THE PROJECT

DRAFT

SCHEDULE “C”**PAYMENT PLAN****DEVELOPMENT LINKED PAYMENT PLAN**

| PLOT SIZE | _____ Square meter _____ Sqaure yards |
|--|--|
| AT THE TIME OF BOOKING | 10% OF TOTAL SALE CONSIDERATION |
| WITH IN 30 DAYS OF BOOKING | 10% OF TOTAL SALE CONSIDERATION |
| ON START OF DEVELOPMENT WORK | 10% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF SEWER LINE | 10% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF STORM LINE | 15% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF WATER LINE | 15% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF ELECTRICAL CABLE | 10% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF WBM ROAD | 10% OF TOTAL SALE CONSIDERATION |
| ON START OF LAYING OF BLACK TOP ROAD | 5% OF TOTAL SALE CONSIDERATION |
| ON OFFFER OF POSSESSION | 5% OF TOTAL SALE CONSIDERATION + OTHER/ADDITIONAL CHARGES |

ADDITIONAL COST

| | |
|-------------|---------------------------------|
| I.F.M.S | 30,000/- |
| P.L.C | 10% OF TOTAL SALE CONSIDERATION |
| CORNER PLOT | 10% OF TOTAL SALE CONSIDERATION |

Note:

*The above payment plan are inclusive of EDC & IDC. Any Enhancement in EDC/IDC, any Govt. Taxes/Charges/Levies/GST (if Any) thereof by the concerned authority, the same shall be charged extra on pro-rata basis.

*Possession date will be as per the terms of allotment or agreement to sell from the date of start of development work for the project subject to Force-Majure conditions.

* All payments must be made by Cheque/DD only in the favour of “**M/s Sunbreeze Builders & Developers Pvt. Ltd.**” payable at par.

*Possession related charges include, but not limited to, Electrical connection & Electric Meter charges, Water meter charges, Stamp Duty, Registration fee, Legal, Documentation and other incidental charges. These will be charges separately as per prevailing rates.

*All disputes shall be subject to Panipat jurisdiction only.

SCHEDULE “D”

**SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)**

DRAFT

SCHEDULE “E”

**DETAILS OF RECTANGGLE/ KHASRA/ KILLA NUMBERS/ AREA ETC. ON WHICHTHE
SHUBHANGAN PANIPAT IS BEING DEVELOPED.**

| Village | Khasra No. | Area (B-B-B) |
|----------------|-------------------|---------------------|
| Nizampur | 425 min | 2-2-15 |
| | 426 | 3-0 |
| | 427 | 3-0 |
| | 428 min | 2-2-15 |
| | 429/1 min | 2-0-15 |
| | 430/1 | 2-8 |
| | 387/2 | 0-10 |
| | 388 | 2-8 |
| | 401/1 | 0-18 |
| | 402 | 3-0 |
| | 403 | 3-0 |
| | 404 | 3-0 |
| | 406/2 | 2-19 |
| | 415 | 2-14 |
| | 416 | 3-0 |
| | 422 | 3-0 |
| | 423/2 | 2-14 |

DRAFT FOR DISCUSSION PURPOSES ONLY

| | |
|--------------|---------------------------------|
| 424/2 | 2-14 |
| 406/1 | 0-1 |
| 415/1 | 0-6 |
| 423/1 | 0-6 |
| 424/1 | 0-6 |
| Total | 45-10-5 or 9.48177 Acres |

SCHEDULE “F”

DETAILS OF TIMELINES OF HANDING OVER OF POSSESSION OF THE PLOT

- The Company shall make all efforts to complete the development and handover the possession of the said Plot within **thirty six (36) months plus six (06) months grace period from the date of signing of this Agreement** subject to Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the SHUBHANGAN-Panipat project. If, the completion of the said Project is delayed due to the above conditions, then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot for residential usage.
- The Company will offer possession of the said Plot to the Allottee as per the terms specified in this Agreement. Any delay by the Allottee in taking possession of the said Plot from the date of offer of possession, would attract holding charges as per terms of this Agreement.
- Subject to the terms and conditions of this Agreement, in case of any delay (except for Force Majeure, Court orders, Government policy/ guidelines, decisions affecting the regular development of the SHUBHANGAN-Panipat project) by the Company in completion of development of the said Plot and the Allottee not being in default/breach of the terms and conditions set out in this Agreement, the Company shall pay compensation as per terms of the said Agreement.

ENDORSEMENT

ENDORSEMENT #1

DRAFT