

## **BUYERS AGREEMENT AANANDVILAS, Sectors 81, Faridabad, Haryana**

This AGREEMENT made at New Delhi on this ..... day of .....

By and Between

PURI CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 4-7B, GF, Tolstoy House, Tolstoy Marg, New Delhi-110001,

Acting through Authorized Signatory to execute this Agreement (hereinafter Puri Construction Private Limited shall be referred to as "the Company" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns) of One Part

### **Mr. S/o**

M/s. Puri Constructions Private Limited a company incorporated under the Companies Act, 1956 having its registered office at 4-7b, Ground Floor, Tolstoy House, 15 & 17 Tolstoy Marg, New Delhi- 110001

(hereinafter, referred to as the "Apartment/Villas Allottee", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, successors & permitted assigns) of the Other Part.

The Company and Apartment/Villas Allottee shall herein after be collectively referred to as "Parties" and individually as "Party"

### **WHEREAS**

1. The company is the owner of land admeasuring 11.909 Acres situated in Sector-81, Faridabad which was transferred by the land owning companies during the development of development of project. The Licenses for development of Group Housing Complex on this land were granted by Director, Town and Country Planning Haryana, Chandigarh, vide License Nos. 495 to 521 of 2006 dated 28-02-2006 and License No. 1172 to 1177 of 2006 dated 22-09-2006 in the name of M/s Countrywide Promoters Pvt. Ltd. in terms of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed there under in the names of respective registered owners as mentioned therein.
2. The approval to Building Plans for Residential Group Housing Project developed on part of the land admeasuring 11.909 Acres in Sector-81, Faridabad, had been accorded by Director, Town and Country Planning Haryana, Chandigarh originally vide Memo no. ZP-638-B/JD(DK)/2013/30477 Dated 8-02-2013. The Company has developed a group housing colony known as "Aanandvilas" in terms of the said Licences which comprises of high end Apartment/Villas/shops etc. and as per approved Building Plans.
3. The company has got the approval for change in beneficial interest from the Director General Town and Country Planning Haryana vide memo dt. 25.5.2018 as per applicable policy of the State of Haryana.
4. The Company has got the said Colony/project-Aanandvilas, registered with the Haryana Real Estate Regulatory Authority, Panchkula, under the relevant provisions of Real Estate [Regulation & Development] Act, 2016 and Haryana Real Estate [Regulation & Development] Rules 2017, vide registration certificate no. 13 of 2018.

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Puri Construction Pvt. Ltd.

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Intending Allottee – 1

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Intending Allottee –

5. The company has developed the project as per sanctioned/revised building plans and has also obtained Occupation Certificate for the said group housing colony, issued by Director General Town and Country Planning Haryana vide Memo no. ZP-638-B/AD(NK)/2293 dt. 24.01.2019.
6. The allottee has carried out the inspection of the Land, the site, building plans, Buildings as built up in Aanandvilas, ownership records of the aforesaid Land and other documents relating to the title, competency & all other relevant details to the entire satisfaction of the Vendee. The allottee accepts and confirms that the company has furnished all requisite information, clarification and explanations as required by the allottee. The allottee confirms that the allottee has not relied upon and is not influenced by any advertisement, brochure, website, sample flat, sale material, plan, representation, statements or estimates, sale plans, leaflets, of any kind whatsoever, either written or oral made by the company, selling agents and/or brokers or any other person authorised by the him etc., for the purposes of this agreement.;
7. The Apartment/Villas Allottee(s) had (has) vide his/her/their/its application dated        applied        for purchase/allotment of a residential Apartment/Villas in the Group Housing Complex on the agreed terms and conditions of the allotment and the company has allotted the following apartment :

Tower	Unit No.	Floor	Super Area [Sq. Ft.]	Carpet Area [Sq. Ft.]	Car Parking

- A. 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;
- B. 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(s) hereby agrees to purchase the residential apartment/villa.

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

**Definitions :**

- "Agreement" means the present Buyers Agreement/Sale Agreement/Builder Buyer Agreement executed between the parties.
- "Applicant/Allottee" means person(s)/entity, who has applied for booking of the said apartment/villa and who has accepted and acknowledged of having agreed to terms and conditions of allotment and/or who has executed the present agreement.
- "Carpet area" means the net usable floor area of an apartment/villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment/villa, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment/villa, meant for the exclusive use of the allottee;
- "Company/Developer" means the company who is entering into the present agreement i.e. M/s Puri

Construction Pvt. Ltd.and.

- "Earnest Money" Means 20% of the Total Sales Price of the said apartment/villa.
- "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/or which adversely affects the Company's ability to perform obligations under this Buyer's Agreement, which shall include but not be limited to:
  - acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; explosions or accidents, air crashes and shipwrecks, acts of terrorism; strikes or lock outs, industrial disputes; or due to any reason whatsoever; war and hostilities of war, riots bandh, act of act of terrorism or civil commotion; 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; or any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said apartment/said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever; any event or circumstances analogous to the foregoing
- "said Apartment" shall mean the specific apartment applied for by the allottee and/or allotted to the allottee and includes any alternative apartment, if allotted to the allottee in lieu of the one applied for along with its dedicated parking space.
- "said building" means the building in which the said apartment may be located.
- "Saleable Area" for the purpose of calculating the Sale Price in respect of the Said apartment/Unit shall be the sum of Carpet Area of the Said Independent apartment/Unit, and the area covered by the external walls, areas under services shafts, exclusive balcony or verandah and exclusive open terrace area, area under walls, columns, balconies, decks, pergolas, cupboards and lofts etc. and half the area of common walls with other apartment/Unit, and its pro-rata share of Common Areas in the entire said building constructed on the specified plot and Common Areas shall mean all such parts/areas in the said building which the Allottee(s) shall use by sharing with other occupants of building including lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, and architectural features, if provided.

It is specifically made clear that the computation of Saleable Area of the Said apartment/Unit does not include the following:

- Shops within the said complex, if any, and/or within the said portion of Land
- Dwelling Units for Economically Weaker Sections (EWS)
- Roof/Terrace above flats.
- Club/community centre/ community building(s), and swimming pools/water bodies part of the club;
- All areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land detailed above.

It is further clarified that the inclusion of Common Areas within Said Building/complex, for the

purpose of calculating Saleable Area does not give any right, title or interest in Common Areas to Allottee except the right to use common Areas by sharing with other occupants/allottees in the said complex/building.

- “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- “Government” means the Government of the State of Haryana;
- “Rules” means the Haryana Real Estate (Regulation and Development) Rules, 2017;
- “Section” means a section of the Act.
- “Government Charges” mean and include External Development Charges [EDC] and Infrastructural Development Charges [IDC] and Infrastructural Augmentation Charges [IAC], Licence Renewal Fee, other charges as applicable and notified as on date or to be notified in future by State of Haryana alongwith interest payable in terms of Licences mentioned hereinabove.

#### **Details of Price Payable for the Said Apartment/Villa**

- That the Allottee(s) has/have agreed to purchase from the Company and the Company has agreed to sell to the Allottee(s), Said Apartment in the Said Colony-Aanandvilas, Sector-81, Faridabad, as per Apartment/unit plan attached as Annexure-1B, site plan as Annexure-1A and specifications as Annexure-III and as per details given below for the total sales price and other payments mentioned in the payment plan attached as Annexure II, to this Agreement and same shall form part and parcel of this agreement.
- DETAILS OF PRICING:

Saleable Area : .....sq. ft [..... Sq. Mtrs.]

Carpet Area : ..... Sq. Ft. [..... Sq. Mtrs.]

Unit/Apartment/Villa No.: .....

Tower/Block : .....

Total Sale Price:.. **Rs**...../- (**Rupees** ..... **only** )

In addition to the Total Sale Price, the Allottee(s) shall be liable and agrees to pay the following charges at the time of offer of possession as the same has not been accounted for in the Sale price or under any other head and shall be demanded at the time of offer of possession :

- Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the apartment in favour of the allottee(s) to be communicated at the time of offer of possession of the apartment, as applicable at that relevant time.
- Any other tax/cess/levy/penalty/charge(s)/IAC/Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof/ statutory charge(s)/charge(s) incurred for making compliance with any current / subsequent law/notification or any current law/notification made applicable to the project/Apartment/building/ etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.

#### **Mode of Payment**

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- That the Allottee(s) hereby agrees to make all payments by A/c Payee cheques(s) Demand Draft(s) payable at New Delhi/Delhi drawn in favour of M/s PURI CONSTRUCTIONS PVT LTD. A/C AANANDVILAS and/or through RTGS after obtaining Bank Details from the company.

#### **Govt. Charges and Taxes**

- In the event of any increase in Govt. charges, the Company makes it clear that if it is required to pay such Govt. Charges in such prospective/retrospective manner from the date of Licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Said apartment bears to the total area of the project as calculated by the Company. It is made abundantly clear that all Govt. Charges are solely to the account of the Allottee(s) and the Company shall have no liability in this regard. Further it is made known to the Allottee(s) that the Government of Haryana may also levy other charges at any stage including on the completion of the Said Colony or thereafter, the demand for which will be raised by the Company and the Allottee(s) undertake(s) to pay the same. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee(s) that there could be future levies/increases in Govt. Charges during the occupation of the Said Apartment and the same shall be charged and the Allottee(s) agree(s) to be liable and pay all such future levies/increases as and when demanded by the Company and this undertaking by the Allottee(s) shall always survive the conveyance of the Said Apartment in favour of the Allottee(s). The Allottee(s) has/have agreed that having understood this position the Allottee(s) undertake(s) not to default on the payment of such prospective/retrospective increases in Govt. Charges as and when demanded by the Company. The Allottee(s) specifically recognize(s) that such demand when made will constitute unpaid Sale Price and agrees that even if such levies are demanded by the Company after the sale deed is executed in favour of the Allottee(s), the Company shall have lien on the Said apartment to the extent of such unpaid Sale Price and the Allottee(s) hereby confirm(s) that the Allottee(s) would not object, and agree(s) to cooperate if the Company resumes the possession and ownership of the Said Apartment and / or take all legal measures to recover such unpaid Sale Price upon the Allottee(s) defaulting on such payment.

#### **Earnest Money**

- The Company and the Allottee(s) hereby agree(s) that the Earnest Money for the purpose of this Agreement shall be 20% of Total Sale Price. The Allottee(s) hereby authorise(s) the Company to forfeit this Earnest Money in case of non-fulfillment of the terms and conditions herein contained.

#### **Essence of the Agreement**

- The payment on or before due date, of Sale Price and other amounts payable as per the payment plan attached as per Annexure II, and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment plan and other terms and conditions of allotment and failure to make full/complete payments of even single/one instalment shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or

compensation of whatsoever nature only after realization of the sales price from the new allottee. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company

#### **Financial Capacity of Allottee**

The Allottee may obtain finance from financial institution / bank as already tied up with the company or any other source but the Allottee's obligation to purchase the said apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and financial institutions discretion for any reason to refuse to disburse and the Allottee will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said apartment. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Company. The company shall not be liable for refusal by any financial institution to advance any loan/finance to the Allottee, for any reason whatsoever

#### **Schedule for Possession**

Subject to other terms of this Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in this Agreement. As the company has already received the Occupation Certificate for the project and the apartments are ready to move in, the Company shall offer the possession of the said apartment to the applicant as per the time schedule mentioned in the agreed payment plan subject to completion of all payments by the allottee and subject to Force Majeure Conditions.

#### **Failure of Allottee(s) to take Possession, Holding Charges.**

In the event of Allottee(s) failure to take possession of the Said apartment, within 45 (Forty Five) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Allottee(s) risk and cost and the Allottee(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 20/-per sq.ft. on the saleable area of the Said apartment per month for the entire period of such delay. If the Allottee(s) fail(s) to come forward to take possession of the apartment for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said apartment and refund all monies paid by the Allottee(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new allottee.

#### **Nominations**

It is made clear to the Allottee(s) that the Company shall not permit any transfer, nomination and/or assignment till payment of 10 % of the sale price. However, after receiving 10% of the sale price, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/ body directions as may be in force, upon receiving a written request from the Allottee(s)/ its nominee, permit the Allottee(s) to get the name of Allottee(s)' nominee

substituted in Allottee(s) place subject to such terms , conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s).It is specifically made clear to the Allottee(s) that, as understood by the Company, at present there are no executive instructions of the competent authority(ies) to restrict any nomination in respect of the Said apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Agreement to restrict nomination of the Said apartment by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same.

### **Registration**

The Allottee(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance/sale deed of the Said apartment in favour of the Allottee(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Agreement

### **Company's right to raise finance**

The Allottee(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of his/their Said apartment subject to the apartment being absolutely free of any encumbrances at the time of execution of conveyance/sale deed. The Company/financial institution/bank shall always have the first lien/charge on the Said apartment for all its dues and other sums payable by the Allottee(s) or in respect of the loan granted for the purpose of construction.

### **No objection certificate from the Banks and Financial Institutions for execution of Conveyance/Sale Deed**

In case of the Allottee(s) who has/have made arrangement with any Financial Institutions/Banks, the conveyance of the Said Apartment in favour of the Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.

### **Maintenance Charges**

That the allottee(s) undertakes to regularly pay to the company and/or its appointed Maintenance Agency, the maintenance and service charges including the onetime Contingency Deposit, Maintenance Security Deposit, Sinking fund, as determined by the company and/or by Maintenance Agency, which shall look after the maintenance and upkeep of the common areas and facilities, until these are handed over to the Association or Society. Further, the allottee(s) undertakes to pay the maintenance charges as per bills raised by the said Maintenance Agency from the date of offer of possession, irrespective of whether the allottee(s) is in occupation of the Said apartment or not. All dues pertaining to the property prior to possession/conveyance, whichever is earlier shall be borne by the company. That the allottees agrees to pay on demand, taxes of all and any kind whatsoever, whether levied or leviable, now or in future, on land, building and/or construction of building or Colony in proportion to the area of his apartment.

## **Indemnification**

The Allottee(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the Allottee(s).

## **Compliance with Laws, Notifications etc.**

That the Allottee(s) confirms that the Allottee(s) has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s) and Occupation Certificate granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Allottee(s) has familiarised himself/themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.

## **Compliance with Applicable Laws**

It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the Said apartment it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agrees that in the event of any failure on Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made thereunder as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

The allottee confirm and represents that the allottee is buying the said unit for the consideration as aforesaid from his lawfully earned and declared sources of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016

## **Notices and Communications**

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Puri Construction Pvt. Ltd.

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Intending Allottee – 1

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Intending Allottee –



The Allottee(s) shall inform the Company in writing any change in the mailing address mentioned in this Agreement failing which all demands, notices etc. by the Company shall be mailed to the address given in this Agreement and deemed to have been received by the Allottee(s). In case of joint allottees, all communications shall be sent to the first named allottee in this Agreement which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company.

The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Agreement and the Applicant is required to comply with all its obligations on its own.

#### **Appropriation of Sale Price**

That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said apartment, the amounts received from the Allottee(s) in any head/account and the appropriation so made shall not be questioned by the Allottee(s). The Sale Deed shall, however, be executed only after the outstandings under all the heads are paid in full.

#### **Payment of Taxes**

That the Allottee(s) shall bear and pay taxes of all and any kind whatsoever (or his/their share of it) whether levied or leviable now or in future on the lands and/or building(s) as the case may be, from the date of execution of this Agreement and so long each apartment is not separately assessed for such taxes for the land and/or building(s) the same shall be payable and be paid by the Allottee(s) in proportion to the area of his/their Said apartment. Such apportionment shall be made by the Company or any other agency as the case may be and the same shall be conclusive final and binding upon the Allottee(s)

#### **Provisions Binding on future Buyers/Assignees**

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said apartment shall equally be applicable to and enforceable against any and all future Buyers/assignees/nominees of the allottee of the Said apartment, as the said obligations go along with the Said apartment for all intents and purposes

#### **Company's Lien**

That the Company shall have the first lien and charge on the Said apartment for all its dues and other sums payable by the Allottee(s) to the Company.

#### **Clear Title**

That, subject to the Allottee(s) timely fulfilling all his/their obligations herein and there being no bar

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Puri Construction Pvt. Ltd.

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Intending Allottee – 1

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Intending Allottee –

from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said apartment in favour of the Allottee(s)

#### **Waiver not a limitation to enforce**

That, failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

#### **Captions/Headings**

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clause in this Agreement shall be done by reading the various clauses and the Agreement as a whole and not in isolation or in parts or in terms of captions provided.

#### **Laws of India**

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

#### **Execution of Agreement**

That this Agreement shall be executed in counterpart i.e. two original copies of this agreement shall be executed and the same shall be got registered, if required, and in case of registration of agreement, the company shall retain the original, otherwise each party shall retain one original copy.

#### **Entire Agreement**

That this Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous agreements between the parties concerning the matter concerned herein whether oral, written or implied and variation in any of the terms hereof, except under the signature of the Authorised Signatory of the Company, shall not be binding on the Company.

#### **Joint Allottee(s)**

That in case there are Joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named

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Puri Construction Pvt. Ltd.

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Intending Allottee – 1

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Intending Allottee –

Allottee(s) and the Allottee(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Buyer's Agreement and both/all shall be liable for the consequences jointly as well severally.

#### **Certain References**

That for all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Agreement shall carry the same meaning and purpose as the word Allottee(s) so far as the context may permit.

#### **Jurisdiction**

This said apartment is located in the District of Faridabad and Faridabad courts alone shall have the territorial jurisdiction in all matters arising out of or touching and/or concerning this transaction.

#### **Dispute Resolution**

All or any disputes arising out or touching upon or in relation to the terms 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 applicable Haryana Real Estate (Regulation and Development) Rules, 2017 Rules and Act and/or as per redressal mechanism provided therein.

IN WITNESS WHEREOF, the parties hereto have hereunto and to a counterpart hereof, set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

Signed      and      Delivered      by      the      within      named      Apartment      ALLOTTEE(S),  
at \_\_\_\_\_  
on \_\_\_\_\_

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Paste Passport Size Photograph here and signed across

(First/Sole - Allottee)

(Second Allottee)

Signature (of the first/Sole Allottee):	Signature (of the Second Allottee):
Name	Name

SIGNED AND DELIVERED by the within named Company in the presence of witness at New Delhi on :

\_\_\_\_\_

For and on behalf

Puri Construction Private Limited.

Common Authorized Signatory

<p>1. Witness:</p> <p>Signature : _____</p> <p>Name:</p> <p>Address:</p>	<p>2. Witness:</p> <p>Signature : _____</p> <p>Name:</p> <p>Address:</p>
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ANNEXURE – 1A

SITE PLAN

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Puri Construction Pvt. Ltd.

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Intending Allottee – 1

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Intending Allottee –



ANNEXURE – 1B

APARTMENT PLAN

ANNEXURE – II

[PAYMENT PLAN]

ANNEXURE – III

[SPECIFICATIONS]



## ENDORSEMENT

I/We hereby assign all the rights and liabilities under the Agreement in favour of :	I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by :
Name :  S/o, W/o, D/o :  Address :	Name :  S/o, W/o, D/o :  Address :
TRANSFEROR	TRANSFeree

The above transfer is hereby confirmed on dated : \_\_\_\_\_

For PURI CONSTRUCTION PVT. LTD.

\_\_\_\_\_  
Puri Construction Pvt. Ltd.

\_\_\_\_\_  
Intending Allottee – 1

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