

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed at Panipat, Haryana on this _____ day of _____ 2025;

BY AND BETWEEN

RALITH REALTY PRIVATE LIMITED (CIN: U45309DL2022PTC400328), a company incorporated under the provisions of the Companies Act, 1956 (presently operating under the provisions of Companies Act, 2013), having its registered office at B-903, NPSC Society Plot 5, Sector 2, Dwarka, Delhi, India 110075, represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide authority letter dated _____, (hereinafter referred to as the “**Company/Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **FIRST PART**;

AND

Persons/Entities mentioned in **Annexure I** (hereinafter called the “**Allottee (s)**”), singly/jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her legal heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the **SECOND PART**.

Unless, the context otherwise requires in this Agreement, the “**Company**” and “**Allottee**” shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

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

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and subsequent amendments and modifications thereto;
- (b) “**Applicable Laws**” shall mean and include any applicable central, state or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments / modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (c) “**Authority**” shall mean the Haryana Real Estate Regulatory Authority constituted and functioning under the Act;
- (d) “**Booking Amount**” / “**Earnest Money**” shall mean an amount equivalent to 10% of the Total Price for the Plot.
- (e) “**Force Majeure**” shall mean 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 its obligations under this Agreement, which shall include but not be limited to:

- acts of God i.e. fire, drought, flood, earthquake, pandemic, epidemics, natural disasters;
 - explosions or accidents, air crashes and shipwrecks, act of terrorism;
 - strikes or lock outs, industrial dispute;
 - non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - war and hostilities of war, riots, bandh, 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;
 - 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 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.
- (f) **“Government”** means the Government of the State of Haryana;
- (g) **“Interest”** shall mean the rate of interest as prescribed under the Act and the Rules;
- (h) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the state of Haryana; and
- (i) **“Section”** means a section of the Act.

WHEREAS:

- A. Vide sale deed dated 17/10/2023 registered in the office of Sub-Registrar Panipat at Serial No. 8461 in Book No. 1, Volume 875 at pages 22.5 to ___ on 17/10/2023 & 03/09/2024 registered in the office of Sub-Registrar Panipat at Serial No. 8396 in Book No. 1, Volume 897 at pages 128 on 03/09/2024, the Company became the absolute and lawful owner of land parcel admeasuring 21.36875 acres, situated in the revenue estate of Sector 19, Village Azizulpur, Tehsil Panipat, Haryana, (hereinafter referred to as **“Project Land”**).
- B. The Director General, Town and Country Planning, Chandigarh, Haryana (**“DGTCP”**) had, vide license No. 166 of 2024 dated 27.11.2024 (valid till 29.11.2029) (**“License”**) granted a license to the Company to develop a residential plotted colony on the said Project Land.
- C. The Company has obtained the necessary approvals / sanctions from the concerned authorities to develop a residential plotted colony under the name and style **‘Ralith Retreat - I’** (**“Project”**) comprising residential plots, together with common areas, facilities and amenities, etc. also having a commercial component comprising commercial plots etc.
- D. The Company has registered the Project under the provisions of the Act with the Authority, having Registration No. _____ dated _____.
- E. The Allottee, being desirous of purchasing a residential plot in the Project, made an inquiry with the Company. Upon inspecting the documents pertaining to the Company’s rights and interest in the Project as well as the licenses and permissions obtained by the Company, and upon being satisfied with all aspects of the Project, the Allottee made an application

(“**Application**”, detailed under Annexure II below) to the Company seeking allotment of a residential plot in the Project.

- F. Basis the representations and warranties of the Allottee under the Application (*and reinstated hereunder*), the Company allotted in favour of the Allottee, a residential plot in the Project (hereinafter referred to as the “**Plot**” and more particularly described in **Schedule A** annexed hereto; and demarcated under the layout / site plan contained under **Schedule B**) along with rights in the common areas of the Project as per provisions of Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975).
- G. In furtherance of the said Application, 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 Plot for residential use.
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and related to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Company agrees to sell to the Allottee, and the Allottee hereby agrees to purchase from the Company, the Plot for residential use. The description of the Plot is specified in Schedule A of this Agreement.
- 1.2 The Price for the Plot is computed at a per square meter base rate (“**Base Selling Price**” / “**BSP**”) as specified under Schedule C, amounting to the Price (“**Price**”) of the Plot as also specified under Schedule C of this Agreement.

Explanation:

- (i) The Allottee has tendered the **Advance Amount** (*as detailed under Annexure II of this Agreement*) along with submission of the Application. The said Advance Amount has accordingly been adjusted towards the Booking Amount / Earnest Money (*defined above*).
- (ii) If any GST, cess, or other taxes, fees, charges, levies, or similar amounts are imposed on the Company in relation to the development or construction of the Project up to the date of possession of the Plot being handed over to the Allottee(s), such amounts shall be payable by the Allottee to the Company.

- (iii) The Company shall periodically intimate in writing to the Allottee, the amount payable, if any, as stated above and the Allottee shall make the payment demanded by the Company within the time and in the manner specified therein. In case of taxes / fees / charges / levies payable to the concerned authority / government, the Company shall provide to the Allottee, the details of such taxes / fees / charges / levies etc., along with the acts / rules / notifications together with dates from which such taxes / fees / charges / levies etc. have been imposed or become effective.
- (iv) The Allottee hereby agrees and undertakes to pay the remaining amount of the Total Price of the Plot as prescribed under **Schedule C (“Payment Plan”)** of this Agreement and as demanded by the Company; provided that if the Allottee delays in payment towards any amount which is payable, he / she / it shall be liable to pay Interest.
- (v) The Total Price of Plot for residential usage includes recovery of Price of land, development cost of the Plot and also of the proportionate common areas, internal development charges (IDC), infrastructure augmentation charges, external development charges (EDC), taxes/ fees/ levies etc. Furthermore, the Total Price also includes the cost of providing (a) electric supply line wiring up to a single designated point at the boundary / entrance of the Plot, (b) water supply and flushing line provided up to a designated point within the Plot, (c) fire hydrants in the common areas (as per applicable laws).

Provided that, the Allottee(s) shall be under obligation to pay the Labour Cess (as applicable) in addition to the Total Price and which shall be intimated by the Company in due course of time. If there is any change/modification in the EDC, IDC, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the government or any statutory/ competent authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, the subsequent amount payable by the Allottee(s) to the Company shall be increased/decreased based on such revision/modification. It is clarified that if any input credit becomes available in respect of said applicable taxes, then the Company shall solely be entitled to the same as the Company has already accounted for adjusting the same in the Total Price stated herein.

- (vi) It is made abundantly clear that all charges are solely to the account of the Allottee, and the Company shall have no liability in this regard. Further, the Allottee also understands that the Government of Haryana may also levy other charges at any stage including on the completion of the Project or thereafter, the demand for which shall be raised by the Company and the Allottee undertakes to pay the same as and when demanded by the Company. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee that there could be future levies / increases in charges during the occupation of the Plot and the same shall be charged and the Allottee agrees to be liable and pay all such future levies / increases as and when demanded by the Company upon the demand raised by the Government Authorities and this undertaking by the Allottee shall always survive the conveyance of the Plot in favour of the Allottees.
- (vii) The Allottee undertakes not to default on the payment of such prospective / retrospective increase in charges as and when demanded by the Company. The Allottee specifically recognizes that such demand when made shall constitute an unpaid part of the Total Price and agrees that even if such levies are demanded by the Company after the conveyance deed is executed in favour of the Allottee, the Company shall have lien on the Plot to the extent of such unpaid part of the Total Price and the Allottee hereby confirms that the Allottee shall not object and agrees to cooperate if the Company resumes the possession and ownership of the Plot and / or take all legal measures to recover such unpaid Total Price upon the Allottee defaulting on

such payment.

- 1.3 In addition to the Price of the Plot, the Allottee shall be liable to pay:
- a) A non-refundable Interest Free Maintenance Security Deposit (hereinafter referred to as “**IFMSD**”) payable for the total area of the Plot which shall be paid by the Allottee(s) in accordance with **Schedule C** (Payment Plan) of this Agreement, to secure the Allottees’ obligations towards payment of maintenance bills.
 - b) Stamp duty, legal and registration charges etc. (at actuals) payable at the time of execution / registration of documents such as conveyance deed.
 - c) Holding Charges (*defined hereinafter*) as more elaborately described in Clause 7.3 of this Agreement.
 - d) Time Extension Charges (*defined hereinafter*) as more elaborately described in Clause 6.6 of this Agreement.
 - e) Municipal tax, property tax, wealth tax, fees, levies and other applicable charges as and when demanded by the Company/Government authorities.
 - f) Advance maintenance charges for 2 years at the time of offer of possession.
- (viii) The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from June 1, 2013) to deduct tax at source (TDS), as applicable from each instalment / payment to be paid by the Allottee. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Company.
- 1.4 The Allottee(s) shall use the common areas of the Project along with other allottees, maintenance staff of maintenance agencies etc., without causing any inconvenience or hindrance to them. It is clarified that the Company shall maintain the Project and hand over the common areas to the association of allottees / competent authorities after duly obtaining the occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority and Allottee is bound to pay the maintenance charges as may be demanded by maintenance agency.
- 1.5 The Allottee(s) shall make the payment of the Total Price as per the Payment Plan set out in **Schedule C**.
- 1.6 It is agreed that the Company shall not make any additions and alterations in the sanctioned layout / demarcation-cum-zoning plans and amenities described herein at **Schedule D** in respect of the Project and **Schedule E** in respect to the Plot (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected), without the previous written consent of the Allottee as per the provisions of 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. Furthermore:
- a) The Allottee hereby confirms that the Allottee shall have no objection if the Company makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position of the Plot, change in the number of the Plot, change in the dimensions or change in the area of the Plot etc. However, in case of any major alterations / modifications resulting in $\pm 10\%$ change in the area of the Plot, the

Company shall intimate to the Allottee in writing the change(s) thereof in the Price of the Plot. The Allottee agrees to inform the Company in writing, his / her consent or objections to the changes within 30 (thirty) days from the date of such notice failing which the Allottee shall be deemed to have given his / her full consent to such alterations / modifications. The Allottee agrees that any increase or reduction in the area of the Plot shall be payable by the Allottee or refundable by the Company as the case may be at the same BSP rate per sq. mtrs. as mentioned in this Agreement.

- b) If the Allottee writes to the Company within 30 (thirty) days of intimation by the Company indicating his / their non-consent / objections to such alteration(s) / modification(s), then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Allottee with Interest.
- 1.7 The Company may allow, in its sole discretion, a rebate on early payment of instalments, calculated at a rate determined by the Company for the period by which the respective instalment has been prepaid. Such rebate, once granted, shall remain fixed and shall not be revised or withdrawn unless expressly agreed upon in writing by both the Company and the Allottee. The Allottee acknowledges that the availability of rebates and applicable discount rates shall be governed by the Company's prevailing policy, which may be subject to amendments from time to time.
- 1.8 The Company shall confirm the area of a Plot as against the pre-approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) at the time of offer of handover of possession after the development of the plotted area along with 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 Plot shall be recalculated upon confirmation by the Company. If in case there is a reduction in the area of the Plot then the Company shall refund the excess money paid by the Allottee within 90 (ninety) days with Interest, from the date when such excess amount was paid by the Allottee. If there is any increase in the area of the Plot, the Company may demand from the Allottee. All these monetary adjustments shall be made at the same BSP rate per square meter as agreed in Schedule C of this Agreement.
- 1.9 Subject to Clause 9.3 of this Agreement, the Company agrees and acknowledges that the Allottee shall have the right to the Plot for residential usage as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot and shall use the said Plot strictly for residential purposes only.
 - (ii) The Allottee shall also have an undivided proportionate right in the common areas as provided under Rule 2(1)(f) of Rules, 2017 of the State of Haryana. The Allottee(s) shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Company shall hand over the common areas to the association of allottees / competent authorities after duly obtaining the occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State of Haryana and subsection (2) of section 17 of RERA Act.
- 1.10 It is however clarified that all the rights, title, interest and entitlements of the allottees of the residential component of the Project shall be limited to the residential component / development upon the Project. The allottees of the residential component of the Project shall not have any

rights, title or interest in the commercial component / development or any of the institutional (Schools, Dispensary, Nursing home, Hospital, Kiosk etc) plots within the Project. Similarly, the allottees of the commercial component / development, institutional (Schools, Dispensary, Nursing home, Hospital, Kiosk etc) plot owners shall not have any rights, interest, entitlements or access to the residential component / development of the Project.

- 1.11 The Allottee has the right to visit the Project site to assess the extent of development of the Project and his / her Plot, however the said visit shall be made by the Allottee with prior permission from the site office of the Project.
- 1.12 The Company agrees to pay all outstanding payments before transferring the physical possession of the said Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding payment (including land cost, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to said Plot. If the Company fails to pay all or any of the outstanding(s) payments collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Plot to the Allottee(s), the Company agrees to be liable, even after the transfer of the said Plot, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person
- 1.13 The Allottee hereby agrees and acknowledges that the Allottee has understood all limitations, restrictions, requirements, terms, and obligations of the Company and that of the Allottee in respect thereof. The Allottee acknowledges that the Company is responsible for development of the Project within the boundaries of the Project and all development outside the boundaries of the Project are subject matter of various government departments / authorities and Allottee shall not delay the payment or withhold the payment or hold the Company responsible for delay in development of the areas outside the boundaries of the Project or provisioning of the services by the Authorities, even though charges for the same may have been paid by the Allottee.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A / c Payee Cheques / drafts to be made in favour of the Company as per the payment / bank details annexed under Annexure II of this Agreement.
- 2.2 The Allottee understands and agrees that although the Allottee may obtain finance from any bank / financial institution / non-banking financial company / other lending institution / lending entity or any other lawful source for the purchase of the Plot as may be permissible under applicable laws, however the Allottee's obligation to make timely payments for the Plot shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound for fulfilling all obligations relating to the payments of all dues regard to the Plot. The rights of the bank / financial institution / non-banking financial company / other lending institution / lending entity shall be subservient or equivalent to the rights of the Allottee and shall not be more or better than that of the Allottee. The Allottee agrees and understands that Company shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and

payable to Company in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and / or for any reason whatsoever. If the Allottee fails to make timely payments due to the Company, then the Company shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility is availed by the Allottee the conveyance / sale deed shall be executed only upon receipt of the no-objection certificate from such bank / financial institution / non-banking financial company / other lending institution / lending entity.

- 2.3 Further, any refund to be made in terms of the Agreement, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and the bank / financial institution / non-banking financial company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Plot. In cases of any such refund being made by the Company directly to the bank / financial institution / non-banking financial company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Plot against the Allottee as well as such bank / financial institution / non-banking financial company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Company and the Plot.
- 2.4 If the Allottee obtains financing from a financial institution for the purchase of the Plot and executes a tripartite agreement, wherein the Company is a party, the Allottee acknowledges and agrees that in the event of default in repayment of the loan or any other default under the terms of the loan agreement, the concerned financial institution, in terms of the tripartite agreement, shall have the right to request the Company to cancel the allotment and subsequently terminate this Agreement. Upon such request of the Company, the Allottee shall be deemed to have voluntarily agreed to the cancellation of this Agreement, and the Company shall be entitled to refund the amounts received from the financial institution on behalf of the Allottee, after deducting applicable surrender/cancellation charges, dues, and any other amounts payable under this Agreement.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfil its obligations under this Agreement. Any refund or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Company accepts no responsibility in regard to matters specified in Clause 3.1 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 all necessary formalities as specified and under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Allottee. The Company shall not accept any third-party making payment / remittances on behalf of any Allottee. All payments from third party(ies) are liable to be rejected and returned directly to said third party.

- 3.3 The Allottee agrees that all payments related to the Plot shall be made exclusively from the Allottee's own account and/or from his/her own funds, as specifically provided by the Allottee to the Company.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

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

- 4.2 It shall be incumbent on the Allottee to comply with the terms of payment and / or other terms and conditions of this Agreement failing which Allottee shall forfeit to the Company the entire amount of Booking Amount / Earnest Money, Interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Company etc. and this Agreement shall stand cancelled and the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Plot. The Company shall thereafter be free to resell and / or deal with the Plot in any manner whatsoever at its sole discretion.

- 4.3 The amount(s), if any, paid over and above the Earnest Money, processing fee, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Company etc. shall be refunded to the Allottee by the Company only after realising such amounts to be refunded on resale of the Plot but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Plot for all its dues payable by the Allottee to the Company.

- 4.4 Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Allottee(s) in not making payments as per the Payment Plan (attached as Schedule C), but on the condition that the Allottee shall pay to the Company an interest at the rate prescribed in the Rules.

5. ESSENCE OF THE AGREEMENT:

- 5.1 The Allottee shall abide by the Payment Schedule and make good all the payments (including the Total Price, taxes, levies, other charges etc.) as per the time schedule mentioned therein or as demanded by the Company from time to time.

- 5.2 The allotment of the Plot shall entirely be at the discretion of the Company.

- 5.3 The Company shall facilitate the allotment of the Plot only after the cheque for the entire Total Price is received and encashed by the Company. Before the cheque is presented and encashed, the Company has the right to return the cheque without assigning any reason whatsoever and cancel the allotment of the Plot. In this case, the Company shall be under no obligation to furnish any reason whatsoever to the Allottee.

5.4 The Plot is restricted to residential use only and the Allottee is bound to use the Plot for residential purposes only.

6. DEVELOPMENT OF THE PROJECT / PLOT:

6.1 The Allottee has seen and examined the layout, plans and designs of the Plot / Project. Further, the Allottee understands that the said layout, the greens, road widths, plans and designs of the Plot / Project are tentative and agree that the Company may effect and make such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be directed / done by any competent authority. Furthermore, the Allottee agrees that no claim, monetary or otherwise will be raised in case of any change in location and / or area of the Plot. It is clarified that the initial BSP rate of booking of the Plot will be applicable to the final area which may be vary as compared to the area mentioned above.

6.2 The Company shall develop the Project in accordance with the applicable law, approved plans, terms and conditions of the license / allotment as well as registration with the Authority, etc. 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 provisions and norms prescribed by the state of Haryana and shall not have the option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities, and any breach of this term by the Company shall constitute a material breach of the Agreement.

6.3 The Allottee acknowledges that the Project may be extended / expanded in accordance with applicable laws and approvals. The Allottee has understood the same and undertakes not to raise any dispute / objection in respect of any further development that may be undertaken by the Company on any adjacent / nearby land parcel as a part of a separate or extended phase of the Project. The Allottee also acknowledges that they shall have no claim, right or entitlement in respect of such future phases, even if they are marketed or licensed as an extension of the said Project.

6.4 It is specifically conveyed to the Allottee that any service line such as electricity, pole, water, sewer, etc. may pass from the front side of the said Plot and the Allottee shall not raise any objection as well as demand compensation from the Company in this regard.

6.5 Upon taking over possession of the Plot, any construction to be undertaken upon the said Plot shall be done by the Allottee in accordance with Applicable Laws and in compliance with Haryana Building Code, 2017 (as amended). Before the commencement of the construction upon the Plot, the Allottee shall submit the copies of approved building plan and other permissions with the Company / its maintenance agency and shall seek a service certificate from the Company / its maintenance agency.

6.6 The Allottee agrees and undertakes to complete the construction on the Plot and obtain occupation / completion certificate within a period of 4 (four) years from the date of offer for possession by the Company. In the event of the Allottee failing to complete the construction and obtaining a certificate for occupation and use from the competent authority within 4 (four) years from the date of the offer of possession by the Company, the Allottee shall be liable to pay to the Company, time extension charges to extend the construction period (“**Time Extension Charges**”). The Time Extension Charges shall be as per the then prevailing Company policy, which may be revised from time to time, and shall be payable for the entire duration of the delay. The Allottee further acknowledges and agrees that such charges may be

subject to escalation in case the delay continues beyond 12 (twelve) months from the expiry of the initial construction period, and the Allottee shall be bound to pay the escalated charges as applicable under the Company's policy.

It is clarified to the Allottee that the Holding Charges and the Time Extension Charges are distinct and separate obligations payable by the Allottee to the Company.

- 6.7 After obtaining the said service certificate (*as mentioned above under Clause 6.5*), the Allottee shall ensure that the construction of independent house/ floors is carried out as per the permissions and approvals obtained by him / her for their respective Plot; and undertakes to make payment of any external development charges, infrastructure augmentation charges or any other charges levied / leviable by the competent authority at its own and shall also pay the any additional charges as may be demanded by the Company or maintenance agency. The Allottee(s) further undertakes that the construction works shall not pose any danger and nuisance to the other occupants / allottees in the Project and shall not use underground water for construction purposes and shall make provision for rainwater harvesting and also for protection against fire, pollution or health, hazards, noise, avoidance of public nuisance etc.
- 6.8 The Allottee understands that the Company shall extend the electricity and water supply network only till the boundary wall / entrance of the Plot; and agrees to follow a standard route for extending electric wiring and water connections within the Plot from the boundary / entrance thereof at its own cost and expense. The Allottee shall bear the cost of installation of (a) electricity meter(s) charged by the utility provider, (b) water meter(s) charged by the utility provider.
- 6.9 Further, the Allottee shall not store any hazardous or combustible goods in the said Plot or place any heavy material in the common areas and facilities, roads etc. The Company shall not be liable or responsible for any default or negligence on the part of the Allottee(s) in this regard and the Allottee(s) agree to keep the Company fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
- 6.10 The Allottee acknowledges that PNG, telephone, FTTH lines within the Project shall be laid by third party vendors / service providers. Such vendors / service providers shall follow the routes as defined by the Company / its maintenance agency within the Project; and for such purposes the vendors / service providers may dig trenches near / around the Plot. The Allottee confirms and agrees not to raise any objection in respect of any such installation or maintenance related works near / around the Plot.
- 6.11 The Allottee agrees and acknowledges that the Company, at its sole discretion, may integrate and interconnect common areas, services and facilities of the Project with other real estate projects that may be developed by the Company on land parcels adjoining the Project Land, as deemed necessary by the Company. The Allottee hereby irrevocably consents to such integration and interconnection and agrees to not raise any objection in this regard.

7. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE:

7.1 Schedule for possession of the said Plot for residential usage –

- (i) The Company agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority is the essence of the Agreement.

- (ii) The possession of the Plot shall be offered by the Company to the Allottee on or before _____ (“**Completion Date**”), subject to timely payment of the Total Price and other payments (such as stamp duty, government charges etc.) as mentioned under **Schedule C** of this Agreement. If the Completion Date of the Project is delayed due to Force Majeure, court orders, or government policy / guidelines, then the Allottee agrees that the Company shall be entitled to such extension of time for offer of possession of the Plot.
- (iii) The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment and Agreement shall stand terminated and the Company shall refund to the Allottee, the entire amount received by the Company from the Allottee within 90 (ninety) days. The Company shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she / they 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.
- (iv) Furthermore, the Allottee also agrees that the Company, in its sole discretion may abandon the development of the Project, without assigning any reason thereof and in such eventuality (other than Force Majeure), the liability of the Company shall be limited only to refund the amounts received from the Allottee with interest as prescribed under the Rules from the date of realization of such amount by the Company and the Allottee shall have no other claim of any nature whatsoever.

7.2 **Procedure for taking possession of Plot** - The Company, within 3 (three) months from the date of upon obtaining the Occupancy certificate / completion certificate / part completion certificate, as the case may be, in respect of the Plot/Project, shall offer in writing the possession of the Plot to the Allottee.

The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Company. The Company shall provide a copy (on demand) of the Occupancy certificate / completion certificate / part completion certificate, as the case may be, in respect of plotted development at the time of conveyance of the same.

The Allottee, upon receiving the intimation for possession of the Plot, agrees to pay applicable maintenance charges and holding charges (if any) as determined by the Company / competent authority, from the date of possession offer until the actual possession of the Plot.

7.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Company as per Clause 7.2, the Allottee shall take possession of the Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed by the Company, and the Company shall give possession of the Plot to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 7.2, the Allottee shall continue to be liable to pay maintenance charges, as applicable and holding charges from the date of the offer of possession by the Company till the time Allottee does not take over the possession of the Plot in terms of this Agreement. The Holding Charges are @ Rs. _____ / - (Rupees _____ Only) per sq. ft. per month of the total area of the Plot (“**Holding Charges**”). If the Allottee fails to take possession of the Plot for a period of 12 (twelve) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the

allotment of the Plot and refund all monies paid by the Allottee after deducting therefrom Earnest Money along with the Interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Company.

The payment of Holding Charges shall be made by the Allottee prior to the conveyance of the said Plot. Here, the Holding Charges shall mean the charges payable by the Allottee for delay in taking over the possession of the Plot and the same shall be in addition to maintenance, and other charges, and the same shall not be adjustable or substitutable to any other charges as provided in this Agreement.

7.4 Failure to offer possession due to Government Orders, Rules, Notifications etc.- If the Company is unable to offer possession of the Plot due to any government / regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee shall continue to remain with the Company and the Allottee shall not have a right to terminate this Agreement or ask for refund of the money paid by him / her, and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Allottee may, if so desires, become a party along with the Company in such litigation to protect Allottee rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfil all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications remains unsuccessful and the said legislation, order, rules, regulations, notifications becomes final, absolute and binding, the Company shall, subject to provisions of law / court order, refund within reasonable time to the Allottee the amounts received from the Allottee after deducting Booking Amount, but without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee save as otherwise provided herein, the Allottee shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

7.5 Possession by the Allottee – After obtaining the approved Occupancy certificate / completion certificate / part completion certificate, as the case may be, and handing over the physical possession of the Plot to the Allottee(s) on as is where is basis, it shall be the responsibility of the Company to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as per prevailing rules

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

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Company, the Company herein is entitled to forfeit the Booking Amount and brokerage paid for the allotment and Interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due to the Company). The balance amount of money paid by the Allottee shall be returned by Company to the Allottee, within 90 (ninety) days of such cancellation.

7.7 Compensation– The Company shall compensate the Allottee in case of any loss caused to him / her / them due to defective title of the Plot in the manner as provided under the Act and the claim for Interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, court orders, government policy / guidelines, decisions, if the Company fails to complete or is unable to give possession of the Plot:

- (i) in accordance with Clause 7.1 mentioned above and as per the terms of this Agreement;
or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or
- (iii) for any other reason.

The Company shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Company in respect of the Plot, along with Interest, within 90 (ninety) days of it becoming due.

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

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

The Company hereby represents, warrants and undertakes to the Allottee as follows:

- (i) The Company has absolute, clear and marketable title with respect to the Project Land.
- (ii) The Company has lawful rights and requisite approvals from the competent authorities to develop the Project;
- (iii) The Company represents that it has agreed to sell the Plot in the Project on the terms and conditions mentioned in this Agreement.
- (iv) Save and except for the declarations made by the Company before the Authority with regard to litigation, no other legal proceeding or litigation is pending before any court of law with respect to the Project Land, or the Project. Accordingly, the Company is fully entitled and empowered to create the right of the Allottee in the Plot under this Agreement.
- (v) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Plot being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.
- (vi) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Company has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Company shall handover lawful, vacant, peaceful, physical possession of the Plot for residential usage to the Allottee.
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Project Land;
- (xi) The Company has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the offer of possession of Plot has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules;
- (xii) The Company, relying on the undertakings of the Allottee, undertakes and agrees to allot the Plot to the Allottee.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Company in respect of Project Land and or the Project, save and except as already disclosed before the RERA Authority at the time of registration.
- (xiv) Subject to the Allottee timely fulfilling all his / her obligations herein and there being no bar from any Government or any other competent authority, the Company covenants that it shall pass on a clear title in respect of the Plot in favour of the Allottee.

The Allottee hereby represents, warrants and undertakes to the Company as follows:

- (i) The Allottee hereby represents that the Allottee has applied for purchase the Plot in the Project on the terms and conditions appearing in this Agreement.
- (ii) The Allottee hereby agrees and undertakes that the Company has calculated the Total Price for the Plot on the basis of the area of the Plot only.
- (iii) The Allottee hereby confirms and represents that the Allottee is executing this Agreement with the full knowledge that the demarcation and zoning plans for the Plot / Project and that the present layout plan attached as **Schedule B** may further be changed and substituted by other layout plan(s) as and when sanctioned / approved by the competent authority in which event the number of the Plot, its location, size as allotted to the Allottee may change and be substituted by a new number, location, size etc. And there may be a change in the size and location of greens, road widths; location/size of amenities and institutional plots etc to which the Allottee has confirmed that he / she shall have no objection having been prior informed of this eventuality. The Allottee also agrees to abide by the terms and conditions of this Agreement including those relating to payment of Total Price, and other charges, forfeiture of Earnest Money / Booking Amount as laid down herein under this Agreement.
- (iv) The Allottee has no objection to the condition of the Company that the Plot allotted to the Allottee is not transferable or assignable or eligible for nomination till payment of 35% of the

Total Price.

- (v) The Allottee represents and confirms that the Allottee has satisfied himself / herself about the competence of the Company to execute this Agreement, seen various documents, title deeds, license(s), approved layout plan etc., and has also familiarized himself / herself with the dimensions and other details of the Plot and also understood all limitations and obligations of the Company and the Allottee in respect thereof and the Allottee has confirmed that his / her investigation are complete in all respects.
- (vi) The Allottee represents and confirms that the Allottee has chosen to invest in the Plot / Project after exploring all other options of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and the Allottee finds that the Plot / Project to be suitable for the Allottees' residence and that the Allottee has considered all the legal terms set out in this Agreement and consulted their counsels and the Company about the legal implications and that the Allottee has no reservation about the terms and conditions set out in this Agreement and accordingly the Allottee has expressed his / her desire to enter into this Agreement.
- (vii) The Allottee confirms and represents that the Allottee has not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented / given any impression of any kind in any explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Plot / outside the Project.
- (viii) The Allottee hereby confirms that the Company has made clear to the Allottee that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling inside / outside the Project in which Plot is located and that the Allottee on being made aware of this fact by the Company has confirmed that Allottee shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him / them due to such developmental / construction or its incidental / related activities.
- (ix) The Allottee confirms that the Company has made clear to the Allottee that all rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Project) shall vest solely with the Company and the Company shall have the sole and absolute authority to deal with the same in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and / or any local body(ies) which the Company may deem fit in its sole discretion. It is made clear by the Company to the Allottee that the Company at any time has not made any commitment or charged any price for the ownership of the Allottee any amenities / facilities which are specifically earmarked by the Company for the Company's ownership, though the Company may permit the occupants of the Project to use such amenities and facilities upon payment of one fee, entrance fees, subscription charges, security deposit etc. as may be decided by the Company / management of such amenities and facilities from time to time.
- (x) The Allottee confirms that the undertakings given by him / her under this Agreement shall survive throughout the occupancy of the Plot by the Allottee, Allottee's legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Allottee agrees to incorporate these conditions in the conveyance deed with the

subsequent transferee(s).

- (xi) The Company shall develop a private commercial club (“**Club**”) within the commercial component of the Project Land or in the extension/expansion land phase of the Project. With respect to the Club, the Allottee agrees and understands that:
- The Club shall remain the exclusive property of the Company and will be operated by the Company or its nominated agency and shall not be handed over to the Resident Welfare Association (RWA) or form a part of the common areas and facilities of the Project.
 - The Club is not a part of the Project/Project Land or any offering in the Project.
 - The Club shall not be for the exclusive usage of the allottees of the Project and shall be extended to the allottees of other future developments that the Company may develop and to third party members.
 - The Company may, at its sole discretion, execute a club usage agreement with the allottees of the Project to grant them access to the Club and the same shall be subject to the terms and conditions outlined in such agreement.
- (xii) With respect to zoning plan of the Project (as approved by the competent authority), the Allottee agrees and understands that:
- a) there may be restrictions imposed by the competent authority on construction over the Plot, including but not limited to, on the number of floors and area to be constructed therein.
 - b) construction over the Plot shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan.
 - c) the Plot shall not be partitioned / sub-divided / fragmented / re-modelled / additionally constructed in any manner to create more dwelling units as this will be a clear breach of the conditions as may be contained in the zoning plan / building plan to be approved by the competent authority.
 - d) the Allottee shall strictly abide by all norms and conditions of the zoning plan / layout plan / building plan, notifications, rules, bye-laws and / or any other approvals granted by the competent authority(ies) in respect of the Plot / Project as may be applicable from time to time.
 - e) that it is not permissible to join and make contiguous the plots which are located behind each other, however, subject to permission from competent authority, the Allottee may join and make contiguous the plots which are next to each other and are lying side by side in a row .
 - f) the approval of the building plan(s), occupation certificate etc., shall be at the sole costs and responsibility of the Allottee and the Company shall have no role in the same whatsoever.
- (xiii) The Allottee undertakes to pay the Booking Amount / Earnest Money at the time of booking the Plot in the Project. Furthermore, the Allottee authorizes the Company to forfeit this Booking Amount / Earnest Money along with the Interest on delayed payments, brokerage, other charges and taxes etc., if any incurred by the Company in case of non-fulfilment of the terms and conditions contained herein.
- (xiv) The Allottee undertakes to 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 the conveyance deed for the said Plot in favour of the Allottee which shall be executed and registered after receipt of the full Total Price and other charges as set out in this Agreement.

- (xv) The Allottee understands that the Company shall not permit any transfer, nomination and / or assignment till payment of 35 % of the Total Price. However, after receiving 35% of the Total Price, the Company may, at its sole discretion, upon payment of other charges and taxes 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 / its nominee, permit the Allottee to get the name of Allottees' nominee substituted in place of the Allottees' name subject to such terms, conditions and charges as the Company may impose. The Allottee further understands that he / she shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s). Furthermore, the Allottee understands that at present there are no executive instructions of the competent authority(ies) to restrict any nomination in respect of the Plot. The Allottee also understands that in the event of any imposition of such executive instructions at any time after the date of this Agreement to restrict nomination of the Plot by any authority, the Company shall comply with the same and the Allottee shall also act accordingly.
- (xvi) The Allottee hereby agrees to authorize and permit the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of his / their Plot subject to the Plot being free of any encumbrances at the time of execution of conveyance deed. The Allottee represents that the Company / financial institution / bank shall always have the first lien / charge on the Plot for all its dues and other sums payable by him / her or in respect of the loan granted for the purpose of construction. In this regard, the Allottee hereby agrees to execute any document with the concerned bank / financial institution.
- (xvii) The Allottee hereby covenants to the Company to pay from time to time and at all times, the amounts which the Allottee 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.
- (xviii) The Allottee confirms that he / she 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) granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Project and the undertakings given by the Company to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Allottee has familiarized himself / themselves with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the Company.
- (xix) The Allottee confirms that he / she has satisfied himself / herself about the competency of the Company to undertake the development, marketing and sale of the Plot in the Project and that he / she have fully understood all limitations and obligations in respect of it and that there shall not be any further investigation or objection in this behalf. If for any reason whatsoever, the licence(s) to establish the Project or any part of it granted to the Company hereinabove mentioned, is or are cancelled by any authority, then the Company shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Allottee in pursuance of this

Agreement shall continue to remain with the Company and the Allottee shall not require of the Company the specific performance of the terms of this Agreement and this Agreement shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation order becoming final, if any compensation is paid or promised by the Authorities then in that case, the Allottee understands that it shall be entitled to claim and receive from the Company along with other allottees such compensation on pro rata basis as and when the same is finally determined and received by the Company. If no compensation is paid or promised to be paid then the Company shall refund to the Allottee the amount(s) paid by him / them in four equal yearly instalments without any interest, less the pro-rata expenses incurred by the Company for development of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Company. Save as aforesaid, the Allottee(s) will have no other claim of any nature whatsoever against the Company.

- (xx) The Allottee understands that the Company may, in its sole discretion, appropriate towards the Total Price of the Plot, the amounts received from the Allottee in any head / account and the appropriation so made shall not be questioned by the Allottee. The Allottee further understands that the conveyance deed shall, however, be executed only after the outstandings under all the heads are paid in full.
- (xxi) The Allottee agrees that he / she shall bear and pay taxes of all and any kind whatsoever (or his / her 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 plot 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 in proportion to the area of his / her Plot. 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.
- (xxii) The Allottee agrees that unless a sale / conveyance deed is executed in his / their favour, the Company shall continue to be the owner and this Agreement shall not give any right, title or interest in the Plot to the Allottee.
- (xxiii) The Allottee shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the 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.
- (xxiv) The Allottee understands that the Company shall have the first lien and charge on the Plot for all its dues and other sums payable by the Allottee to the Company.
- (xxv) The Allottee agrees that the Company shall have right to join as an affected party in any appropriate court if the Company's rights under this Agreement are likely to be affected / prejudiced in any manner by the decision of the court on such suit / complaint in which the Allottee is a party. The Allottee agrees to keep the Company fully informed at all times in this regard.
- (xxvi) The Allottee undertakes to maintain the deposit balance of IFMS with the Company / maintenance agency at all times.
- (xxvii) It is specifically understood by the Allottee that upon execution of this Agreement, the terms and conditions as set out in this Agreement shall supersede the terms and conditions as set out in the Application.

- (xxviii) The Allottee acknowledges and represents that if the Allottee pays any commission or brokerage to any person for services rendered, either within or outside India, to acquire the Plot, the Company shall, at no instance, be responsible or liable for such payments. Furthermore, the Allottee understands that the amount paid towards such brokerage / commission does not form a part of the Total Price towards the Plot and therefore no such commission or brokerage shall be deducted from the Total Price agreed to be paid to the Company for the Plot. The Allottee agrees to indemnify and hold the Company harmless from any liabilities and expenses arising from this matter.
- (xxix) The Allottee agrees and undertakes not to carry out any construction work or encroachment in the vacant area or common areas. The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Plot, Project, buildings therein or common areas. Further, the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the Project. The Allottee shall ensure that he / she will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access.
- (xxx) The Allottee understands and agrees that all services / amenities / facilities offered by the Company within the Project will be available on a non-exclusive basis and shall be shared collectively among all the allottees across the Project including any future expansions of the Project. The Company reserves the sole right to manage and allocate these shared services / amenities / facilities as deemed necessary for the overall benefit of all residents of the Project including any further expansions of the Project.
- (xxxi) The Allottee agrees and confirms that the height of the plinth of the house/floor constructed by him on the Plot shall not exceed 200 mm and that the Allottee will not construct any ramp on the road/ entrance to the Plot. Any ramp constructed will be inside the boundary of the plot and no portion of the same will extend outside the Plot boundary.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of competent authorities, decisions the Company shall be considered under a condition of default, in the following events:

- (i) the Company fails to offer possession of the Plot for residential usage to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

For the purposes of possession of Plot, it shall mean the Plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the sanctioned layout plan, (as per guidelines of the competent authority) and for the same the Company has obtained / 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 his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Company under the conditions listed above, 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 offering the possession of the Plot / and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the 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 prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

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

9.3 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 consecutive demands made by Company as per 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 prescribed in the Rules;
- (ii) In case the default by Allottee under the condition listed in clause 9.3(i) above continues for a period beyond 90 (ninety) days after notice from the Company in this regard, the Company may cancel the allotment of the Plot for residential usage in favour of the Allottee and refund the money paid by the Allottee by forfeiting the Booking Amount paid for the allotment and Interest component on delayed payment (paid / payable by the Allottee for breach of Agreement and non-payment of any due payable by the Allottee). The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated. Provided that, the Company shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- (iii) The Allottee shall be considered under a condition of default, in case the Allottee fails to sign and return to the Company this Agreement within 30 (thirty) days from the date of its dispatch / handing over by the Company to Allottee(s).

10. CONVEYANCE OF THE SAID PLOT:

The Company, on receipt of Total Price of Plot for residential usage, shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from the date of offer of possession. Provided that, the Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions of this Agreement.

However, in case, the Allottee fails to deposit the stamp duty and / or registration charges, other ancillary charges, possession related charges etc within the period mentioned in the notice of

offer of possession, the Allottee authorizes the Company to withhold registration of the conveyance deed and possession in his / her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Company.

11. MAINTENANCE OF THE SAID PLOT / PROJECT:

- 11.1 The Company shall provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be.

The Allottee hereby agrees and undertakes to execute a maintenance agreement with the Company / maintenance agency appointed by the Company for carrying out the maintenance of the common areas of the Project and shall make payment of the maintenance deposit and maintenance charges as per the terms and conditions agreed in the said maintenance agreement. Such maintenance agreement shall be executed at the time of handover of the Plot to the Allottee, provided that the Allottee has fulfilled all requisite formalities, including but not limited to payment of all dues and submission of necessary documentation, as required by the Company.

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

- 11.2 With respect to the maintenance and upkeep of the Project, the Allottee agrees to pay the Company, a non interest bearing advance maintenance charges for a duration of two (2) years. The Allottee acknowledges that these charges are due in advance and shall be paid promptly to the Company at the time of the Company handing over the possession of the Plot to the Allottee.
- 11.3 The Company / its nominee shall maintain and upkeep the Plot/Project until the same is handed over to a local body or any government agency. It is made clear to the Allottee that the maintenance agency shall render maintenance services for the common areas falling within the Project; and area outside the Plot subject to timely payment of maintenance charges by the Allottee.
- 11.4 The maintenance services shall mainly include services related to the upkeep of the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, horticulture etc.
- 11.5 The Allottee undertakes to pay the maintenance bills including water charges raised by the maintenance agency for maintaining various services / facilities as described above raised on a pro rata basis from the date of the offer of possession by the Company irrespective whether the Allottee has taken possession or is in occupation of the Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.
- 11.6 In order to secure adequate provision of the maintenance services and also to secure the due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency.
- 11.7 The Allottee agrees to be solely responsible for the payment of all charges related to the consumption of electricity, water, and gas for their respective Plot, as levied by the Government or the relevant authorities in the State of Haryana. Additionally, the Allottee shall pay the

Company (or its nominated agency) the proportionate costs (as levied by the Government or relevant authority) for the operation and maintenance of common services and facilities within the Project, including but not limited to electricity, water, gas, and consumables, effective from the date of possession of the Plot being handed over by the Company.

- 11.8 The Allottee understands that the Company shall not provide any power back up facility for the Plot. The Allottee is fully aware that in the event of a power outage or disruption in electricity supply, no alternative power sources, such as generators or inverters, will be made available by the Company for the Plot. It is the sole responsibility of the Allottee to arrange for any necessary power backup supply at their own cost on the Plot. However, the Company shall facilitate and provide power back up facility for the common areas of the Project and the charges for the same shall be payable proportionately by the Allottee to the Company / nominated agency.
- 11.9 In case the Allottee fails to pay the maintenance bills, other charges on or before the due date, the Allottee, in addition to permitting the Company / maintenance agency to deny him / them the right to avail the maintenance services, also authorizes the Company / maintenance agency to adjust IFMSD against such defaults.
- 11.10 The Company / maintenance agency reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within 15 (fifteen) days of demand by the Company / maintenance agency. If the Allottee fails to make good the shortfall as aforesaid on or before its due date then the Allottee authorizes the Company / the maintenance agency to have first charge / lien on the Plot in respect of any such non-payment.
- 11.11 The Company may transfer to the maintenance agency, the accrued value of the IFMSD of the Allottee, after adjusting there from any outstanding maintenance bills and / or other outgoings of the Allottee at any time and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMSD. The maintenance agency upon transfer of the IFMSD or in case fresh IFMSD is sought from the Allottee as stipulated hereinabove, reserves the sole right to modify / revise all or any of the terms of the IFMSD including but not limited to the amount of IFMSD, etc.
- 11.12 Electricity supply / connection:
 - a) The Allottee understands that the Company shall extend the electricity network / water supply only till the boundary wall / entrance of the Plot; and the Allottee agrees to follow standard route for extending electric wiring, water connections within the Plot from the boundary / entrance thereof at its own cost and expense. The Allottee shall bear the cost of installation of (a) electricity meter(s) charged by the utility provider, (b) water meter(s) charged by the utility provider.
 - b) The Allottee shall bear cost of consumption of electricity and water for his / her Plot as well as the proportionate running cost (i.e. electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Plot by the Company.
 - c) In the event the Company (or its nominee) decides to apply for and thereafter receives permission, from Haryana Electricity Regulatory Commission (HERC) or from any other body / commission / regulator / licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee undertakes to pay on demand to the Company (or its nominee)

proportionate share as determined by the Company (or its nominee) of all deposits and charges paid / payable by the Company (or its nominee) to HERC any other body / commission / regulatory / licensing authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the Total Price payable by the Allottee(s) for the Said Plot and the conveyance of the Plot shall be withheld by the Company till full payment thereof is received by the Company (or its nominee) from the Allottee. Proportionate share of cost, incurred by the Company (or its nominee) for creating infrastructure like HT Feeder, EHT sub station etc., shall also be payable by Allottee(s) on demand.

- d) Further the Allottee agrees that the Company (or its nominee) shall be entitled in terms of the maintenance agreement to withhold electricity supply to the Plot till full payment of such deposits and charges is received by the Company (or its nominee). Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual / direct electrical supply connection directly from HERC or any other body / commission / regulatory / licensing authority constituted by the Government of Haryana responsible for supply of electrical energy. The Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company (or its nominee), from time to time.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Company as per this Agreement relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Company to rectify such defects without further charge, within 90 (ninety) days, 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.

Provided that, the Company shall not be liable for any such structural / architectural defect induced by the Allottee, by means of carrying out structural or architectural development / construction on the Plot.

13. RIGHT TO ENTER THE PLOT:

The Company / maintenance agency / association of allottees / competent authority shall have rights of access of common areas for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or maintenance agency / competent authority to enter into the Plot after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

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

The Parties are entering into this Agreement for the allotment of the Plot for residential usage with the full knowledge of all laws, rules, regulations, notifications applicable in the state of Haryana and related to the Project.

The Allottee confirms that the information shared by him / her / them with the Company pursuant to this Agreement is accurate and updated. The Allottee understands that such

information can be utilised by the Company for its business operations or for making any regulatory or statutory declarations etc. Further, such information may be used by the Company or may be shared with any related or group entity or third party for making suitable commercial offerings to the Allottee. The Allottee confirms that they do not have any objections in this regard.

15. ADDITIONAL DEVELOPMENTS:

- 15.1 The Company shall have the right, at its sole discretion and without requiring any consent, concurrence, or approval of the Allottee, to make any alterations, additions or improvements to any unsold plot or infrastructure within the Project, in accordance with applicable laws and subject to the directions, permissions, or sanctions issued by the competent authority(ies). The Allottee expressly agrees not to raise any objection or hinder such activities, nor make any claim or demand compensation in this regard.
- 15.2 The Allottee acknowledges and agrees that the development of the Project may be subject to further expansion in accordance with the process prescribed by the competent authority(ies). The Allottee hereby accepts and consents to such future expansion and undertakes not to raise any objection with respect thereto at any time.
- 15.3 The Allottee further agrees and acknowledges that any such future expansion may form an integral part of the Project, and the Company shall be entitled to extend or integrate common services and utilities such as water supply, power backup, drainage, and sanitary infrastructure with the existing infrastructure and amenities, as per applicable laws and approvals. The Allottee shall not object to such integration at any stage.

16. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Company executes this Agreement, he / she / 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.

17. DETAIL OF APPROVALS / COMPLIANCE:

The Company has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations / bye laws, instructions / guidelines and decisions of competent authority prevalent in the State. The details of the same have been detailed under Annexure III of this Agreement.

18. BINDING EFFECT:

- 18.1 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 within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Company have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the state of Haryana.
- 18.2 If the Allottee fails to execute and deliver to the Company, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the Agreement and register the said Agreement, before the Sub Registrar, then the Company shall serve a notice to the

Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, Application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount / Earnest Money shall be returned to the Allottee after forfeiture of a sum equivalent to 10% of the Booking Amount / Earnest Money without any interest or compensation whatsoever.

19. 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 residential usage.

20. RIGHT TO AMEND:

20.1 The Allottee agrees and understands that the terms and conditions of the Agreement may be modified / amended by the Company in accordance with any directions / order of any court of law, Governmental Authority (shall mean and includes statutory authority, government department, agency, commission, board, tribunal, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal / local authority having jurisdiction over the land on which the Plot / Project is situated, in compliance with applicable law and such amendment shall be binding on the Allottee.

20.2 The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the conveyance deed of the said Plot.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot residential usage and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Plot for residential usage in case of a transfer, subject to execution of standard documentation of the Company, payment of all outstanding dues by the Allottee along with Interest, payment of administrative charges and registration of such transfer at the cost of the Allottee / transferee, as the said obligations go along with the Plot for residential usage for all intents and purposes.

The Allottee shall be entitled to sell / transfer / convey / assign the Plot only upon obtaining a NOC from Company subject to the new buyer / assignee / transferee agreeing to abide by the terms and conditions of this Agreement for Sale or any other agreement executed between the Company and the Allottee, in force. The transfer shall also be subject to any Government regulation in force at the time of such transfer.

22. WAIVER NOT A LIMITATION TO ENFORCE:

22.1 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.

- 22.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23. 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.

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

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

25. FURTHER ASSURANCES:

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

26. PLACE OF EXECUTION:

- 26.1 The execution of this Agreement shall be complete only upon its execution by the Company through its Authorized Signatory at the Company's Office in Panipat, Haryana after the copies duly executed by the Allottee(s) are received by the Company within the stipulated time.

- 26.2 This Agreement shall be deemed to have been executed in Panipat, Haryana even if the Allottee has prior thereto executed this Agreement at any place(s) other than Panipat, Haryana.

27. NOTICES:

- 27.1 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 above in the Agreement.

- 27.2 It shall be the duty of the Allottee to inform the Company of any change in address subsequent to the execution of this Agreement in the above address by registered post / speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee at the time when those should ordinarily reach at such address and he

/ she shall be responsible for any default in making payment and other consequences that might occur therefrom.

27.3 In all communications the reference of the allotted Plot must be mentioned clearly.

28. JOINT ALLOTTEES:

In case there are joint Allottee, 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 to consider as properly served on all the Allottee.

29. SAVINGS:

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

30. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced with the laws of India.

31. DISPUTE RESOLUTION:

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

31.2 The Courts at Panipat, Haryana alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of / touching and / or concerning this Agreement regardless of the place of execution of this Agreement, which is deemed to be at Panipat, Haryana.

32. MISCELLANEOUS:

32.1 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.

32.2 Two copies of this Agreement shall be executed, and the Company shall retain the original and a copy of this Agreement shall be send to the Intending Allottee(s) for his / their reference and record.

32.3 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 'Intending Allottee(s)' so far as the context may permit.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement at Panipat, Haryana in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name: Mr. / Ms. / Mrs. (First Allottee)
Address: _____

Please affix
photographs and sign
across the photographs

(2) Signature _____
Name: Mr. / Ms. / Mrs. (Second Allottee) *(if any)*
Address: _____

Please affix
photographs and sign
across the photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Company:

(1) Signature _____ (Authorized Signatory)
Name: Mr. _____
C / o Ralith Realty Private Limited, B-903, NPSC Society,
Plot 5, Sector 2, Dwarka, Delhi, India - 110075 on

In the presence of:

WITNESSES 1: WITNESSES 2:

(Signature)

(Name)

(Address)

(Signature)

(Name)

(Address)

SCHEDULE 'A'
DESCRIPTION OF THE PLOT FOR RESIDENTIAL USAGE

Details of the Plot:

Residential plot bearing no. [•] admeasuring [•] square meter ([•] square yards)

Bound by:

On the north:

On the south:

On the east:

On the west:

SCHEDULE 'B'
LAYOUT PLAN / SITE PLAN OF THE PLOT AND THE PROJECT / PROJECT

SCHEDULE 'C'
PAYMENT PLAN

1. Components of Total Price:

Base Selling Price / BSP	Rs. _____ (Rupees _____) per square meter (Rs. _____ per square yard)
Price of the Plot (based on the Base Selling Price)	Rs. _____ (Rupees _____)
Taxes (if any)	As applicable
Total Price of the Plot	Rs. _____ (Rupees _____) (hereinafter referred to as " Total Price ").
Non - Interest Bearing Maintenance Security Deposit at the rate of Rs. _____ / - per sq. mtr. (Rs. _____ / - per sq. yd.)	Rs. _____
Stamp Duty and Registration Fee on the Agreement for Sale	As applicable
Other Charges / Property Registration Facilitation charges	Rs. _____

2. Payment Plan:

SCHEDULE 'D'
SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE A PART OF THE
PROJECT

SCHEDULE 'E'
SPECIFICATION, AMENITIES AND FACILITIES WHICH ARE PART OF THE PLOT

ANNEXURE I
Details of the Allottee(s)

S.No	Particulars	Details
1.	Name of the Allottee (<i>company / Limited Liability Partnership Firm / Partnership Firm / Individual / HUF</i>)	
2.	CIN / LLPIN	
3.	PAN / Aadhar	
4.	D/o / S/o W/o (<i>In case where Allottee is an Individual</i>)	
5.	Permanent Address (<i>if applicable</i>)	
6.	Correspondence Address (<i>if applicable</i>)	
7.	Registered Office Address (<i>if applicable</i>)	
8.	Corporate Office Address (<i>if applicable</i>)	
9.	Email	
10.	Phone Number	

ANNEXURE II

OTHER PARTICULARS

S. No.	Particulars	Details (To be filled for each Allottee)
1.	Date of the Application	[•]
2.	Details of Sale Consideration & Payment	
(a)	Total Sale Consideration (INR)	Rs. [•]
	Advance Amount Paid (INR)	Rs. [•]
	Date of Payment	
(b)	Booking Amount (10% of Price)	Rs. [•]
(c)	Payment Plan Chosen	[•] (<i>As per Schedule C</i>)
(d)	Mode of Payment (RTGS/NEFT/Cheque) for all Payments	Advance Payment: [•] Booking Amount: [•] Installments of the Total Consideration (as the Payment Plan (Schedule C of the Agreement)): [•]
(e)	Bank Details for making Payments to the Company	All payments shall be made in favour of '[•]', payable at [•], as per the following bank details: Account no. _____ Bank Name: _____ Address: _____ IFSC Code: _____

ANNEXURE III
DETAILS OF APPROVALS / COMPLIANCES

Details of approvals / compliances:

- (A) License No. 166 of 2024 dated 27.11.2024;
- (B) Zoning Plan:
- (C) Layout Plan:
- (D) Approval of Service Estimates and Plans:
- (E) HRERA Registration Number: