

Format
ALLOTMENT LETTER

Allotment Letter Number-

Dated:11-11-2025

To,

Mr/Mrs./Ms.

S/o, W/o, D/o

R/o

(Address)

Telephone/mobile number

Email ID

(Name and address of allottee. Allottee may be an individual, individuals, partnership firm, society, company, Government agency/unit etc.)

Dear Sir/Madam,

Kindly refer to your application dated for allotment of a plot in the Real Estate Project named RAPID EXPANSION INFRA being developed by RAPID EXPANSION INFRA in revenue estate of village Naggal Sector-19 kot behla urban complex Panchkula. The legal and valid ownership of the above land(s) lies with RAPID EXPANSION INFRA. Layout of the Real Estate Project has been sanctioned by Director, Town & Country Planning. vide Licence no 139 of 2025 dated 07-08-2025 in our name, copy of which is being annexed herewith. In your application you have indicated allotment of your choice/not indicated any choice for allotment.

We have received from you Rs. (Rupees... ..only) as the booking amount/first installment for the allotment of plot ... in the above said project.

We are pleased to inform you that you have been allotted a plot. The number of allotted plot isin Block and having areasq.meters. The said plot is as per your choice.

Some of the essential details of the project are being enumerated herein below for your information, namely-

Project registration (from RERA)- Registration No.- HRERA-PKL- 1784-2025

Date- 24-11-2025

Layout/ZONING Approval No.- XXXX

Date- XX-XX-XXXX

- 1) Land title status- Owned by Promoter(s) Khasra Number(s)-
 23//3,4/1,5/1,8/2,9,12/2,13/1,26,27
 Rapid Expansion Infra Town/Village Naggal
 Tehsil- Panchkula
 District- Panchkula
- 2) Details of separate bank account for the project- Name of Bank
 Name of Account Holder
 Account Number
 Total collection till date
 Total expenditure till date
 Balance Amount in the account
 (as on date... ..)
- 3) Project Completion Date COMPLETION CERTIFICATE NO DATED
- 4) Handing over possession 90 DAYS FROM THE
 DATE OF Time/date
- 5) Schedule of payment dates-

S.No.	Particulars	Due time	Installment Amount
1.	1 st Installment	At the time of booking	10 percent of the cost of Plot as booking amount
2.	2 nd Installment	at the time of signing the agreement to sell which shall be done within one month of issuing allotment letter and within two months of booking application along with receipt of booking amount	Further 15 percent of the cost of plot/apartment etc.
3.	3 rd Installment	within 2 months of the allotment letter/agreement for sale	Further 50 percent of the cost of plot/apartment etc.
4.	4 th Installment	within 3 months of date of allotment letter/ agreement for sale	Further 25 percent of the cost of plot/apartment etc.

- 6) Mode of payment-
Cheques, draft or online transfer of money.
- 7) Delayed Payment of Installment-
Interest from the allottee to the developer of the project for the delayed payment of any installment shall be at the existing SBI highest marginal cost of lending rate plus two percent from the due date for the delayed period.
- 8) Cancellation of allotment-
 - i. In case of default in payment of three consecutive installments this allotment may be liable to cancellation. In such case the booking amount* may be forfeited.
 - ii. The allottee may at any stage but prior to completion/handover possession date, withdraw himself from the project and may request for cancellation of the allotment. In such case also the booking amount may be forfeited. The booking amount is also refundable without interest in case of non-acceptance of allotment.
 - iii. In both the cases the amount deposited under the installments shall be refunded to the allottee without interest within 45 Days of cancellation.
- 9) Registration, taxes and other charges-
At the time of executing the agreement to sale and conveyance deed all the registration and other charges including incidental expenses as well as taxes (including GST) shall be borne and paid by the allottee.

12. All terms and conditions mentioned in application form and plot buyers' agreement shall be read along with the conditions of this allotment letter.

You have to enter into an Agreement for Sale and the Conveyance deed with us within three months of allotment/one month of the handing over possession respectively in the formats enclosed herewith.

Kindly acknowledge the receipt of the allotment letter and also confirm your acceptance for the said allotment by date.....

Dated

Signature

Name

(Promoter/Director/Partner/Authorized Person etc.

For and on behalf of Developer/promoter, the authorization resolution/letter is being annexed herewith)

**AGREEMENT
FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this Date 11 of November 2025,

By and Between

Rapid Expansion Infra, a partnership firm, having its registered office at Sco-2, Dashmesh Enclave Zirakpur Punjab 140603, (PAN-ABHFR0763P), represented by its authorized signatory, Sh. Ajay Kumar (Aadhar No.7367-4676-4735) authorized vide board resolution dated 14-08-2024, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

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

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.

WHEREAS:

- A.** The Promoter is the absolute and lawful owner of land measuring 6.60625 Acres situated in Rectangle No-23 and Village Naggal Sector 19, Kot Behla Urban Complex Panchkula (Haryana) (hereinafter referred to as "**Project Land**").
- B.** The Project Land is earmarked for the purpose of a Residential Plotted Colony. (DDJAY) The Promoter has obtained the License no. 139 of 2025 by Director, Town & Country Planning, Haryana (DGTCP) for setting up a Residential Plotted Colony on the Project Land and the said project shall be known as "'_RAPID EXPANSION INFRA, (hereinafter referred to as "**Colony**");
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Colony is to be formed have been complied with.
- D.** The Director, Town & Country Planning, Haryana (DGTCP) has granted the approval/sanction to develop the Colony vide approval bearing license no.139 of 2025 dated 07.08.2025.
- E.** The Promoter has obtained approval of the layout plan/ demarcation/ zoning/ site plan/ or any requisite approval for the Project, from Director, Town & Country Planning, Haryana (DGTCP). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F.** The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at on under registration No. RERA-PKL-1784-2025
- G.** The Allottee after having fully satisfied himself with the facts, rights and title of the Promoter in the Project Land and terms and conditions of the license has applied to the Promoter for allotment of a residential Plot in the said colony and the Promoter has agreed to allot a residential plot on the terms and conditions as recorded hereinafter.

- H.** The Allottee had applied for a plot in the Colony vide application No.____dated and has been allotted plot No._____having area of _____ square meters (hereinafter referred to as the "Plot" more particularly described in **Schedule A**).
- I.** The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K.** 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;

In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot for Residential purposes as specified in Para G.

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

1. TERMS:

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot for Residential Plot bearing no. _____ Block No. _____ having approximate area of _____ **Sq.Yds.**, equivalent to _____ **Sq.Mtrs.** approx.) In "**RAPID EXPANSION INFRA**", Village Naggal **Sector-19, Panhkula** Haryana inter-alia subject to the terms and conditions; hereinafter.

1.2 The Allottee(s) has satisfied himself/herself about the interest and the title of the Company in the Project Land and understands all limitations and obligations in respect of it and there will not be any further investigation or objection by the Allottee(s) in this behalf.

1.3 COST OF THE PLOT

- A.** The basic price of the Plot shall be **Rs. _____/-** (_____) which has been calculated @ **Rs. _____/-** per **Sq. Yard** (equivalent to **Rs. _____** per **Sq. Mtr.**) of the area of the plot to be reduced or increased at the time of final measurement on the completion of the development of the said colony.
- B.** The basic price of the plot covers development of internal services such as lying of roads, laying of water lines, laying of sewer lines, streetlights within the peripheral limits of the colony.
- C.** The fifteen (15%) of the basic price shall constitute the earnest money.
- D.** The External Development Charges (EDC) and Infrastructure Development Charges (IDC) has been included in the basic sale price of the plot. In case of any increase in the amount of external development charges and/or infrastructure development charges the same shall be payable by the Allottee(s) when demanded and the provision to this effect shall be incorporated in the sale / conveyance deed to be executed by the Promoter in favour of the Allottee(s) and shall be binding upon the Allottee(s). Such increased sum shall be paid by the Allottee(s) to the Promoter on demand irrespective of the fact whether such liability arises before or after execution and registration of sale deed in favour of the Allottee(s) in respect of the subject plot.
- E.** Apart from the above internal services to be provided by the Promoter, if any External and/or peripheral services are provided by any Government or local authority for any bigger zone and any charge is levied thereof and/or any other charges are levied in any respect, the same shall also be payable in addition to the aforesaid basic price of the plot and be paid on pro-rata basis by the Allottee(s) as and when demanded by the Promoter.

- F. The cost of installing, running and maintenance of Sewerage/Effluent Treatment Plant/Pollution Control Devices, if any, shall be paid in addition to Basic price by Allottee (s) on proportionate basis as and when demanded by the Promoter. Similarly, if either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment/facilities etc. in the colony then the cost of installing, running and maintenance thereof shall be additionally and proportionately paid by the Allottee(s).
- G. The cost of external electrification, electrical connection, water service connection, sewer connection is not included in the basic price of the said plot and shall be payable by the Allottee(s) in addition to the basic price of the plot. The cost of installation of sub-station / power house / transformers / pumping station shall be paid extra by the Allottee (s) on proportionate basis, as and when demanded by the Promoter, the quantum of which shall be decided by the Promoter at its sole discretion and the same shall be conclusive and binding on the Allottee(s).
- H. The interest free maintenance security shall be paid by the Allottee(s) as and when demanded by the Promoter/nominee of the Promoter.

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee(s) to the Promoter towards the Plot.
- (ii) The basic price does not include charges for the following, which shall be payable additionally as and when demanded by the Promoter unless, otherwise stated specifically in this Agreement:
- The interest free maintenance security deposit payable to the Promoter or nominee of the Promoter or any agency as mentioned herein.
 - The cost of installing, running and maintenance of Sewerage, water and storm water line, as mentioned herein.
 - The cost of installation of the external electrification, sub-stations, transformers, pumping station etc., electrical connection charges, security deposit, energetic charges as mentioned herein.
 - The stamp duty, registration charges and other incidental charges for execution of the sale deed of the plot and/or for execution of this Agreement.
 - The proportionate charges for provision of any other items/facilities not specifically mentioned in this agreement as may

be required by any authority/department or considered appropriate by the Promoter.

- Any levies, taxes like service tax, GST, turnover tax, Vat or any other levies or taxes imposed by the central government or state government or any other authority.

1.4 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall upon being demanded from the Allottee(s) provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;

1.5 The Total Price is escalation free save and except **the manner as may be provided herein** or save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee. Provided that if **there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.**

1.6 The Allottee(s) shall make the payment as per the payment plans etoutin **Schedule B (“Payment Plan”)**.

1.7 The Promoter shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary which alterations may involve all or any of the following changes namely change in position of the plot, change in the number of the plot, change in its boundaries, change in its dimensions or change in its

area. To implement any or all of the above changes an additional document, if necessary, will be executed and got registered. Any increase or decrease up to 10% of the originally allotted area shall be adjusted at booking rate. However, in case increase/decrease is more than 10% prevailing rate shall be applied for such differential area to determine the price payable by the Allottee(s).

- 1.8** The Promoter shall confirm the area of a plot as per approved demarcation- cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area along with essential services as mandated by Director General, Town & Country Planning Department, Haryana is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than 10 percent of the area of the plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule B**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement. However, in case increase/decrease is more than 10% prevailing rate shall be applied for such differential area to determine the price payable by the Allottee(s).
- 1.9** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot for Residential purposes as mentioned below:
- (i)** The Allottee shall have exclusive ownership of the Plot;
 - (ii)** That, the Allottee(s) shall not use or permit the same for non-residential activities unless so permitted by the Municipal authority or local body.
- 1.10** All taxes whether levied or leviabale now or in future on the land/or building on this land as the case may be, shall be borne by the Allottee(s) from the date of booking by the Allottee(s).
- 1.11** The Allottee(s) has paid a sum of **Rs.**_____/

(Rupees _____
_____ Only) towards basic price as on the date of signing of this Agreement; the receipt of which the Promoter hereby acknowledges) The Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [**Schedule B**] as may be demanded by the Promoter within the time and in the manner specified herein: The Promoter shall be under no obligation to send the intimation/call notices regarding time linked installments but the Promoter may do so in its own discretion. It will be the responsibility of the Allottee to adhere the payment schedule.

- 1.12** All additional cost/charges in terms of this Agreement shall be payable as and when demanded by the Promoter as per the payment Schedule. All the outstanding dues, whatsoever including interest, if any, shall be payable by the Allottee(s) before execution of the sale deed and taking over the possession of plot.

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed under the Act and rules made thereunder or as mutually agreed between the Parties.

2. MODE OF PAYMENT:

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

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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 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.

1. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the sign in go for this Agreement, It shall be these responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts infavour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/hernameandtheAllotteeundertakesnottoobject/demand/directthePromotertoadjusthispaymentsin any manner.

5. Possession of plot: same as written by

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

6.1 The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Colony where the said Plot for Residential use is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.

• The Promoter have developed the Project in accordance with applicable state norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. and have received completion certificate vide memo no dated

7. POSSESSION OF THE PLOT

7.1 Procedure for taking possession of Plot

- A. The Promoter have already obtained completion certificate vide memo no in respect of plotted colony. He shall offer in writing the possession of the Plot within three months from the date of agreement, to the Allottee(s) as per terms of this Agreement.
- B. The promoter shall provide a copy (on demand) of approved zoning plan, completion certificate in respect of plotted development [Residential] at the time of conveyance of the same. The Allottee(s), before taking possession, agree(s) to pay the charges including holding charges if any as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

7.2 Failure of Allottee to take Possession of

- A. Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

Promoter shall give possession of the Plot to the allottee as per terms and condition of the Agreement.

- B. The Allottee(s) shall be entitled to the possession of the plot only after all the amounts payable by him under this Agreement have been paid. The Promoter on the completion of development of said colony shall issue the final call notice to the Allottee(s), who shall within 30 days thereof, remit all dues and take possession of the plot. If the Allottee(s) fails to settle the final account and to take possession of the plot within 30 days from the date of issue of the final call notice/offer to hand over the possession by the Promoter, the Allottee(s) shall be liable to pay to the Promoter the holding charges @ Rs.20/- per square yard per month on the expiry of 30 days' notice in addition to the interest payable by the Allottee(s) on the due amount and shall also become liable to pay any charges, levies, taxes and maintenance charges in respect of the plot irrespective of the fact that Allottee(s) has not taken possession of the plot and has not been in enjoyment of the same
- C. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified above.

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

Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter). The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within ninety days of such cancellation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter here by represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project;

- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot are valid and subsisting and have been obtained by following due process of law.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the plot.
- (ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the

Project Land and/ or the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEES(S):

9.1 The Allottee(s) here by represent sand warrants to the Promoter as follows:

- (i) The Allottee(s) has got his/her complete address registered with the Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- (ii) All letters, receipts, and/or notices issued by the Promoter or its nominee(s) and dispatched under a Certificate of Posting to the last address known to it of the Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) and shall fully and effectually discharge the Promoter or its nominee(s).
- (iii) The Allottee(s) shall be entitled to the possession of the plot only after the amounts payable under this Agreement are paid.
- (iv) The Allottee(s) shall abide by all Laws, Byelaws, Rules and Regulations of Haryana Urban Development / Authority / Local bodies and shall be responsible for all deviations, violations, breach of any of the conditions mortgage by deposit of title deed of project land in favour of one or more of Rules and Regulations as the industry is meeting with the prescribed standards.
- (v) The Promoter shall have the first lien and charge on the said plot in the event of the Allottee(s) parting with any interest for all its dues and / or that may hereafter become due and payable by the Allottee(s) to the Promoter under this Agreement.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the "force majeure" as detailed above, Court orders,

Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

10.2 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 as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate agreed between the Parties;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount/earnest money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter).. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. In exceptional circumstances, the Company may at its absolute discretion condone the delay in payment by charging an interest @ 24% p.a. on the amount outstanding as due from the Allottee(s)

11. CONVEYANCE OF THE SAID PLOT:

The promoter on receipt of total price of the plot, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Plot for which possession is granted to the Allottee.

Provided that, the plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

- 12.** The Allottee(s) shall be bound to start the construction of the house on the allotted plot with due sanction of the competent authorities within 3 years from the date of intimation to take possession sent by the Company and complete the construction within two years there from, in terms of the duly granted sanction plan and obtain the completion / occupancy certificate from the competent authority and simultaneously cause supply of a copy of the said certificate to the Company, failing which the Allottee(s) shall be liable to pay non-construction charges to the Company in the form of liquidated damages for delaying the construction beyond the period of 5 years (3 years + 2 years) in the manner prescribed herein below :-

- a) delay up to one year : @ Rs.1000/- per month
- b) delay from one year up to two years : @ Rs.1500/- per month
- c) delay from two years onwards : @ Rs.2000/- per month

If the Allottee(s) fails to start construction and complete the same as mentioned hereinabove, in either of the eventuality apart from getting the aforesaid non-construction charges in the form of

liquidated damages, the Promoter shall be entitled to resume the plot and the possession of the Plot shall be liable to be reverted back to the Promoter with immediate effect. Consequently, the Promoter shall be entitled to forfeit the earnest money and the balance of the sale consideration (interest free) shall be paid by the Promoter to the Allottee(s) in six equal monthly installments.

13. The Allottee(s) shall not, without appropriate permission from the Promoter and concerned authority, sink, drill, install and/or commission any well/borewell/tubewell within the Unit or anywhere outside the area of the plot allotted to him/her.
14. It is made clear by the Promoter and fully understood by the Allottee(s) that the allotment whether provisional and/or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities, club and buildings outside the area (land) of the plot allotted.
15. **MAINTENANCE OF THE SAID PROJECT:**
 - 15.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the completion certificate of the project, as the case may be.
 - 15.2 That the agreed price of plot covers "Development Cost" of internal services, such as laying of the colony roads, water lines, sewer lines and storm water drains, development of horticulture & landscaping within the peripheral limits of the Colony in terms of the Licence granted by the Director General, Town & Country Planning Department, Haryana, for development of the said colony but does not include the "Periodic Maintenance & Upkeep Costs" for which the Allottee(s) agrees to enter into a separate Maintenance Agreement with the Promoter or Maintenance Agency so appointed by Promoter for the said purpose. The Allottee(s) agrees to execute the Maintenance Agreement simultaneously, when the possession of the said Plot is handed over to him/her/them.
 - 15.3 The Allottee(s) shall also deposit with the Promoter a sum of @ Rs.100/- per square yard of the area of the plot by way of interest free maintenance security to ensure timely payment of the

maintenance charges by him. The amount will be payable by the Allottee(s) at the time of taking possession or execution of the sale deed of the plot, whichever is earlier. Besides, the Allottee(s) shall also make the proportionate contribution to the replacement/sinking fund as may be prescribed by the Promoter and/or its maintenance agency to be utilized for replacement, major repairs of infrastructure facilities, roads, drains, water supply, sewer disposal system, electrical or other installation etc.

15.4 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 Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

15.5 The Allottee(s) of the plot will be liable to pay necessary charges as determined by the Promoter or the maintenance agency for maintaining the various value-added services as determined by the Promoter until the services are handed over to a local body or to the association of plot Allottee(s) as the case may be. The Allottee(s) shall deposit with the Promoter a sum as determined by the Promoter by way of interest free security to ensure timely payment by him/her. The amount will be payable by the Allottee(s) and will be paid at the time of taking possession or execution of sale deed whichever is earlier.

15.6 The above arrangement will be applicable till the maintenance of various services of the entire colony is handed over to the Local/Civic Body, or any other agency. The Allottee(s) agrees and consents to the above arrangements and will not question the same singly or jointly with other Allottee(s). However, the Promoter or its nominee(s) may withdraw from the management aforesaid at any time after a general notice in the colony (and give up its residuary rights therein).

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

The Promoter/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Plot/ for Residential any other usage 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).

17. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

17.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not allow anything to be done anything in or to the Plot, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot its wall sand partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

17.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Colony. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the building. The Promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage which otherwise are available for free access.

17.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18.1 The Allottee(s) can avail the loan from the Financial Institutions/Banks to finance the plot. However, the Promoter shall not be responsible in any manner if a particular Financial Institution/Bank refuses to finance the plot on any ground. The responsibility of getting the loan sanctioned and disbursed and its repayment with interest accrued thereon to the Bank/Financing agency will rest exclusively on the Allottee(s) and in no event the Promoter shall assume any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per schedule, shall be ensured by the Allottee(s) along with interest on delayed payments, if any

19. BINDIN GEFFECT:

This Agreement shall be binding on both the Parties.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified shall deem to be accepted by the Allottee.

The Promoter at its sole, after giving an fair opportunity to the allottee to get this agreement executed, the promoter has an option cancel the allotment and forfeit ten percent of booking amount.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

22.1 Transfer of the plot including rights as Allottee(s) herein, will be at the sole discretion of the Promoter and will need Promoter's prior written approval. Administrative charges as prescribed by the Promoter from time to time will be paid by the Transferor, at the time of transfer. Any change in the name (including additions/deletion) recorded as Allottee(s) with the Promoter will be deemed as transfer for this purpose. The administrative charges for the transfer of the plot amongst family members (husband/wife and own children/mother/father and brother/sister) will be 25% of the normal administrative charges. Claims if any, between Transferor and transferee as a result of subsequent reduction/increase in the area or its location will be settled between themselves i.e. Transferor and transferee and the Promoter will not be party to the same.

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

23.2 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.

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 Project, the same shall be the proportion which the area of the Plot bears to the total area of all the 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:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. Hence this Agreement shall be deemed to have been executed at_Rapid Expansion Infra office.

27. NOTICES:

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

_____Name of Allottee

_____(Address

)

Rapid Expansion Infra.

IN THE REVENUE ESTATE OF VILLAGE NAGGAL SECTOR-19, KOT BEHLA URBAN COMPLEX PANCHKULA. __It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case maybe.

28. JOINTALLOTTEES:

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

29. GOVERNING LAW:

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

30. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix photograph
and sign across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix photograph
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory) _____

Name _____

Address _____

Please affix photograph
and sign across the
photograph

At _____ on _____ in the

presence of: WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

A.