

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____ day of _____ 20____

By and Between

Eldeco Infrastructure & Properties Limited (CIN No. U74899HR2000PLC043893), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at S-16, Second Floor, Eldeco Station 1, Sector-12, Faridabad, Haryana-121007 and corporate office at 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi 110025, represented by its authorized signatory **Mr. _____** authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee/s**" (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 assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

DEFINITIONS:

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

- (a) "**Act**" means 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, as amended from time to time;
- (d) "**Section**" means a section of the Act.

WHEREAS:

- A. The Promoter was granted Licenses no. 407 to 412 of 2006, all dated 18.01.06 to set up residential plotted colony over a land admeasuring 65.31 acres, situated at sector 40, Panipat, Haryana ("**Project I**") by Director General, Town and Country Planning Department, Haryana ("**DGTCP**"). The Promoter was thereafter granted additional License No. 36 of 2008, dated 28.02.08 over land admeasuring 55.802 acres, situated at sector 40 & 19-A ("**Project II**") and additional License No. 47 of 2017 dated 18.07.2017 over land admeasuring 29.17545 acres, situated at sector 40 & 19-A ("**Project III**") by DGTCP to set up residential plotted colony contiguous to the Project I. The Promoter developed/is developing a residential colony on the Project I, Project II and Project III under the name and style "**Eldeco Estate One**".
- B. The Promoter is subsequently granted additional License No. 24 of 2024 dated 13.02.2024 to set up residential plotted colony over land admeasuring 2.90625 acres, (herein "**Project IV**") situated at Sector 40 & 19A, Panipat by DGTCP contiguous to Project I, Project II and Project III.
- C. The Promoter is subsequently granted additional License No. 67 of 2025 dated 09.05.2025 to set up residential plotted colony over land admeasuring 14 Bigha (equivalent to 2.9167 acres), falling under Khewat/Khatauni No. 102/128 Khasra No. 941, 942, Khewat/Khatauni No. 102/127 Khasra

- K. The Allottee/s *vide* application form dated _____ ("**Application**") applied for booking a residential plot (herein "**Plot**") in the Project V more particularly described in **Schedule IV** along with right in common area, which for the purpose of this Agreement shall mean such areas and facilities in the Project V which are meant for common use, enjoyment and access of all the allottee(s) of the Project V viz parks, roads, green areas etc. (but excludes areas therein which are to be reserved/ restricted for any other allottee / right-holder at the Project V or otherwise transferable by the Promoter to the third parties).
- L. The Allottee/s acknowledges that the Promoter has informed him/her that the Plot allotted for is a "No Profit No Loss" category residential plot. (**In case of NPNL Plot**)
- M. The Allottee/s shall be entitled to use the common areas on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees (herein "**Association**"), which will be comprising of all the allottees of the Project V/Township.
- N. The Promoter has informed the Allottee/s of the payment schedule, installments to be paid as per the payment schedule agreed between them and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule V**.
- O. 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 Plot/Project V/Township.
- P. 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.
- Q. 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 usage as specified in Para K above.

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 the Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Plot for residential usage as specified in Para K of the Agreement.
- 1.2 The Total Price of the Plot for residential usage ("**Total Price**"), other charges, payable by the Allottee/s for transfer of the Plot in its favour and token amount/application money already paid by the Allottee/s at the time of signing of the Application are mentioned in **Schedule V** hereto.

Explanation:

- (1) The Total Price as mentioned above includes the booking amount paid by the Allottee/s to the Promoter towards the Plot for residential usage;
- (2) The Total Price as mentioned above excludes Taxes, if any (any taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/construction of the Project V paid/ payable by the Promoter up to the date of offer of possession of the Plot for residential usage to the Allottee/s or the competent authority, as the case may be.

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc. the subsequent amount payable by the Allottee/s to the Promoter shall be increased/ decreased based on such change/modification.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project V as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project V by the Authority, as per the Act, the same shall not be charged from the Allottee/s.

- (3) The Promoter shall intimate in writing to the Allottee/s, the amount payable as stated in 1 and 2 above and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/s the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
 - (4) The Total Price of the Plot for residential usage includes recovery of price of land, development of the Plot but also of the common areas, External Development Charges, State Infrastructure Development Charges, Infrastructure Augmentation Charges the provision of internal road connecting the Plot to the public road, sewer line outside the Plot, water supply line outside the Plot, provision of the electricity line the Plot and storm water drains outside the Plot.
 - (5) The Allottee/s acknowledge and accepts that the Promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable/ attracted on sale of the Plot or on this transaction, and accordingly none is being charged by the Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee/s in terms of the Agreement.
 - (6) DGTCP has presently determined the interim rate of External Development Charges in respect of the Project V and accordingly same is considered while determining the Total Price of the Plot. It is clarified that in case of any incremental in External Development Charges and State Infrastructure Development Charges, the Allottee/s shall have to pay proportionately the final External Development Charges and State Infrastructure Development Charges rates as and when finalized and determined by DGTCP and demanded by the Promoter.
- 1.3. The Total Price is escalation-free, save and except which the Allottee/s hereby agrees to pay, due to increase on account of State Infrastructure Development Charges, Infrastructure Augmentation Charges, External Development Charges payable to the competent authority/DGTCP/Haryana Shahari Vikas Pradhikaran (HSVP), 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/s for increase in State Infrastructure Development Charges, Infrastructure Augmentation Charges, External Development Charges, cost/ charges/ fees/ levies etc. imposed by the Competent Authority/DGTCP/HSVP, the Promoter shall give details of the said notification/ order/ rule/ regulation/justification along with the demand letter being issued to the Allottee/s.

- 1.4 The Allottee/s shall make the payment as per the payment plan set out in **Schedule V (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments at a rate 10 % per annum (subject to Promoter’s discretion) for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee/s by the Promoter unless agreed upon by the Allottee/s.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout plan of the Project V without the previous written consent of the Allottee/s as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authority/DGTCP. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee/s, 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 Authority/DGTCP.
- 1.7 The Promoter shall confirm the area of the Plot as per approved demarcation-cum-zoning plan of the Project V and after ‘Development Work of the Plot’ (defined hereinafter in clause 7.2) is complete. The Promoter shall inform the Allottee/s about any details of the changes, if any, in area of the Plot. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in area of the Plot, then the Promoter shall adjust the excess money paid by the Allottee/s as per the next milestone of the payment plan as provided in Schedule V. If there is any increase in area of the Plot, allotted to the Allottee/s, the Promoter may demand that from the Allottee/s as per the next milestone of the payment plan as provided in Schedule V. If there is any increase in the plot area, allotted to the Allottee/s, the Promoter may demand that from the Allottee/s as per the next milestone of the payment plan as provided in Schedule V. All these monetary adjustments shall be made at the derived rate considering the rates as agreed in para1.2 of the Agreement.
- 1.8 Subject to payment of all dues, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Plot for residential usage as mentioned below:
 - (1) The Allottee/s shall have exclusive ownership of the Plot for residential usage;
 - (2) The Allottee/s shall also have a right in the common areas and facilities. The Allottee/s shall use the common areas and facilities along with other occupants of the Township/Project V without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association / competent authorities after duly obtaining the completion certificate from the competent authority, as the case may be provided under Rule 2 (1) (f) of Rules, 2017 of the State;
 - (3) The Allottee/s has the right to visit the Project V site to assess the extent of development of the Project V.

- 1.9 The Promoter agrees to pay all outstanding payments related to the Plot before transferring the physical possession of the Plot to the Allottee/s, which it has collected from the Allottee/s, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project V). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, 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 there for by such authority or person.
- 1.10 The Allottee/s has paid a sum of Rs. _____ /- as booking amount towards the Total Price of the Plot for residential usage at the time of Application; the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price and other charges of the Plot for residential usage as prescribed in the Payment Plan [Schedule V].

Provided that if the Allottee/s delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed herein.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by its obligations, the Allottee/s shall make all payments within the stipulated time as mentioned in the Payment Plan [Schedule V] through A/c Payee cheque/ demand draft/ bankers cheque in favour of "_____".

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee/s, 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 the 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/s 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee/s 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/s and such third party shall not have any right in the Application/ Agreement /allotment of the Plot for residential usage in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/s against the Plot for residential usage in his/ her name and the Allottee/s undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project V as disclosed at the time of registration of the Project V with the Authority and towards offering the Plot for residential usage to the Allottee/s, and the common areas to the Association or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. DEVELOPMENT OF THE PROJECT V:

- 6.1 The Allottee/s has seen the layout plan regarding the Project V/Township where the Plot for residential usage is located and has accepted the payment plan, layout plan/site plan which has been approved by the Competent Authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project V in accordance with the applicable bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license as well as registration of RERA, etc. subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan approved by the Competent Authority and shall also strictly abide by the provisions and norms prescribed by DGTCP/ HSVP / competent authority and shall not have an option to make any variation/ alteration/ modification in layout plan, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authority, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.3. The Allottee/s agrees and understands that the level of the Plot at the time of offer of possession shall not be more than 2.3 ft. below the abutting road. In case the level of the Plot is more than 2.3 ft lower than the abutting road then the Promoter shall reimburse the equivalent amount of cost of earth filling to the Allottee/s or the Promoter shall undertake earth filling level upto 2.3 ft below the abutting road. Between the specified 2.3 ft. level and the abutting road level, it shall be the responsibility of the Allottee/s to do the earth filing at his/her own cost and expenses.
- 6.4. The Promoter has informed the Allottee/s that it shall be in future applying for license to develop residential colony on land contiguous to the Project V/Township in accordance with the applicable laws/norms and shall be linking their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems, community sites, common areas and facilities etc with each other, to which the Allottee/s expressly gives his/her consent by signing the Agreement.

7. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE

7.1 Schedule for possession of the Plot for residential usage – The Promoter agrees and understands that timely offer of possession of the Plot for residential usage as per Schedule IV to the Allottee/s and the common areas to the Association or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 is the essence of the Agreement.

The Promoter assures to offer possession of the Plot for residential usage as per agreed terms and conditions unless there is delay due to “force majeure”, Court orders, Government policy/guidelines, decisions, due to war, flood, pandemic, lockdown, law and order, drought, fire, cyclone, earthquake or any other calamity affecting the regular development of the real estate project or reasons beyond the control of the Promoter (“**Force Majeure Events**”). If, the completion of the Project V is delayed due to the above Force Majeure Events, then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for offer possession of the Plot for residential usage.

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

7.2 Procedure for taking possession of the Plot – The Promoter upon obtaining completion certificate or deemed completion certificate (as applicable) of the Project V or after completion of ‘Development Work of the Plot’ (defined hereinafter), whichever is earlier, shall offer in writing the possession of the Plot. For the purpose of the Agreement, ‘Development Work of the Plot’ hereinafter shall mean the provision of (i) internal road connecting the Plot to the public road; (ii) Sewer line outside the Plot; (iii) water supply line outside the Plot; (iv) provision of the electricity line the Plot ; and (iv) storm water drains outside the Plot.

The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

7.3 Failure of the Allottee/s to take possession of the Plot for residential usage – Upon receiving written intimation from the Promoter as per para 7.2 above, the Allottee/s shall take possession of the Plot for residential usage from the Promoter by clearing the dues, if any and executing conveyance deed, necessary indemnities, undertakings and such other possession related documentation as required by the Promoter and the Promoter shall give possession of the Plot for residential usage to the Allottee/s as per terms and condition of the Agreement.

In case the Allottee/s fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottees/s shall continue to be liable to pay maintenance charges, holding charges and safeguarding charges as per Schedule IV. The Allottee/s agree(s) to pay the maintenance charges, safeguarding charges and holding charges as determined by the Promoter after 60 days from the date of offer of possession. The term “Holding Charges” mean the cost incurred by the Promoter to hold the Plot, if the Allottee/s fails to take possession of the Plot in terms of the Agreement and the term “Safeguarding Charges” means the cost incurred to guard the Plot against encroachments/trespassing by the third party(ies), in case the Allottee/s fails to take possession of the Plot in terms of the Agreement.

7.4 Possession by the Allottee/s - After obtaining the completion certificate of the Project V by the Promoter and handing over the physical possession of the Plot for residential usage, it shall be the

responsibility of the Promoter to hand over the necessary documents and plans and common areas to the Association or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee(s) – The Allottee/s shall have the right to cancel/ withdraw his/her allotment in the Project V as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw from the Project V without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10% of the Total Price being paid for the allotment as well as 'Non-Refundable Amount'. 'Non Refundable Amount' for the purpose of the Agreement shall hereinafter collectively mean (i) Interest (The rate of interest payable by the Allottee/s to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent) on any overdue payments, (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker, (iii) any taxes paid by the Promoter to the statutory authorities, (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if the Agreement is registered, (v) administrative charges as per Promoter's policy, and (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee/s from the sale proceeds as and when realized from re-allotment of the Plot or within 90 days of such cancellation; whichever is later. In the event Allottee/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest/compensation for such delay.

7.6 Compensation

The Promoter shall compensate the Allottee/s in case of any loss caused to him/her due to defective title of the Additional Land, on which the Project V is being developed 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 Events, Court orders, Government policy /guidelines, decisions, pandemic, lockdown, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee/s, if the Promoter fails to complete or is unable to give offer of possession of the Plot for residential usage.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the Allottee/s, in case the Allottee/s wishes to withdraw from the Project V, without prejudice to any other remedy available the Promoter shall be liable to return the total amount received by him/her in respect of the Plot for residential usage with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 days of it becoming due.

Provided that in case of 7.6(i), if the Allottee/s does not intend to withdraw from the Project V, the Promoter shall pay the Allottee/s compensation for every month of delay at the rate of Rs. 50/- per sq yds of area of the Plot per month, till the offer of the possession of the Plot. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc.; (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Plot, for any reason whatsoever, irrespective of the Allottee/s not taking possession of the Plot and if the Allottee/s does not intend to withdraw from the Plot, the Promoter shall pay the Allottee/s the compensation for every month of delay, till the offer of possession of the Plot, which shall be paid by the Promoter to the Allottee/s within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The Promoter has requisite rights to carry out development upon the Additional Land and the Promoter has absolute, actual, physical and legal possession of the Additional Land for the Project V;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authority to carry out development of the Project V;
- (iii) All approvals, licenses, sanctions and permission issued by the Competent Authority with respect to the Project V as well as for the Plot for residential usage being sold to the Allottee/s are valid and subsisting and have been obtained by following due process of law;
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project V as well as for the Plot for residential usage and for common areas;
- (iv) The Promoter has the right to enter into the Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (v) 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 Additional Land, including the Project V and the Plot for residential usage which will, in any manner, affect the rights of Allottee/s under the Agreement;
- (vi) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Plot for residential usage to the Allottee/s in the manner contemplated in the Agreement;
- (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot for residential usage to the Allottee/s;
- (viii) The Plot 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 Plot;
- (ix) The Promoter 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 V to the Competent Authority;
- (x) The Promoter confirms that no notices, orders, or notifications from the Court, Government, local authorities, or legislative enactments, including acquisition or requisition notices, has been received or served to restrict the Promoter concerning the Additional Land and/or the Project V.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the “Force Majeure Events”, Court orders, Government policy/guidelines, decisions, pandemic, lockdown, law and order, reasons beyond the control of the Promoter, default caused by non compliance of the Agreement by the Allottee/s, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide the Plot completed with ‘Development Work of the Plot’ (as defined in clause 7.2 above) for residential usage to the Allottee/s within the time period specified in para 7.1 or fails to complete the Project V within the stipulated time disclosed at the time of registration of the Project V with the Authority.
 - (ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 (i) In case of default by the Promoter under the condition 9.1(i) listed above, the Allottee/s is entitled to stop making further payments to the Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the milestones and only thereafter the Allottee/s be required to make the next payment for the applicable milestone;
- (ii) In case of default by the Promoter under the condition 9.1(ii) listed above the Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Plot, along with compensation as mentioned in Clause 7.6.
- 9.3 The Allottee/s shall be considered under a condition of default, on the occurrence of the following events:
- i. In case the Allottee/s fails to make payments demands made by the Promoter, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter on the unpaid amount @MCLR + 2% as described in Schedule IV;
 - ii. The Allottee/s commit/s any default and/ or breach of the terms and conditions of the Agreement.
 - iii. In case of default by the Allottee/s under the condition listed above continues for a period beyond 60 days despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot for residential usage and refund the money paid to it by the Allottee/s by forfeiting the booking amount being 10% of the Total Price paid and Non Refundable Amount. The balance amount of money paid by the Allottee/s shall be returned by the Promoter to the Allottee/s within 90 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/s about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE PLOT:

- 10.1 Subject to the terms of the Agreement and norms of DGTCP /competent authority and subject to the Allottee/s clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Conveyance Deed, the Allottee/s may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the applicable laws, notifications/Governmental directions, guidelines issued by competent authority, if any, in this regard. Such transfer/ substitution/ nomination shall be

permitted upon payment by the Allottee/s of such applicable transfer charges & administrative charges (taxes extra) as per prevailing policy of the Promoter and upon the Allottee/s providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges; fee etc if any imposed/levied/charged by competent authority /Association on such transfer/ substitution/ nomination shall also be paid by the Allottee/s / third party transferee.

10.2 At any time after execution of the Agreement, administrative fees of Rs. 25,000/- (Rupees Twenty-Five Thousand only) [taxes extra] along with prevailing transfer charges of the Promoter shall be payable in case of such nomination / transfer is in favour of the spouse or child, parents or brother or sister or third party of the either Allottee/s and the Allottee/s shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee is mandatory.

10.3 The Promoter on receipt of the Total Price of the Plot and other charges as per Schedule V, shall execute a Conveyance/Sale Deed preferably within three months but not later than six months from date of offer of possession and convey the title of the Plot for which possession is offered/granted to the Allottee/s.

However, in case, the Allottee/s fails to execute and register the Conveyance /Sale Deed with respect of the Plot, the penalty if any, payable under the relevant laws for delay in execution and/or registration of Conveyance/Sale Deed shall be payable by the Allottee/s till the registration of the Conveyance/Sale Deed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to (i) cancel/terminate the Agreement and forfeit the booking amount being 10% of the Total Price (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment (iv) Holding Charges & Safeguarding Charges, if any.

The balance amount of money paid by the Allottee/s from the sale proceeds as and when realized from re-allotment of the Plot. In the event Allottee/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be held responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.

The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein from the sale proceeds from the re allotment of the Plot. It is clarified that in case the amount paid by the Allottee/s is less than the amount forfeitable as above then the Promoter has all legal right to recover the same in accordance with law.

11. MAINTENANCE OF THE PROJECT V/TOWNSHIP:

11.1 The Promoter has developed a club on a community site in the Township having community/ recreational services and facilities ("**Club**") in accordance with the permission/ sanctions of competent authority. The Promoter reserve the absolute right to grant membership of the Club not only to the allottee/s of the Project V but also to person/s other than allottee/residents of the Project V on such terms and conditions it may deem fit and proper. The membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the "**Club Facilities**") offered from time to during the Club's published hours of operation on such terms and conditions as may be formulated by the Promoter. The Club Facilities is available to the separate charges/fee as may be determined by the Promoter. The Promoter may transfer the Club to any person/s and/or engage a third party to run, operate and manage the Club. The Allottee/s' right to use the Club shall at all times be

contingent upon becoming member of the Club and on payment of fee/charges as well as due and faithful observance of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or the third party operator as the case may be. The Allottee/s shall be liable to pay periodic subscription and usage charges, as may be intimated by the Promoter/third party operator from time to time. The Allottee/s understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee/s undertakes to abide by the same. The Club is declared to be private property of Promoter and not part of common areas or amenities of the Project V/Township.

- 11.2 The Allottee/s understands and agrees that the Promoter may form a single association of allottee(s) ("**Association**") for the Township/Project V. The common area within the Township/Project V shall be transferred to the Association/authorities, as the case may be by the Promoter in accordance with applicable laws. The Allottee/s shall also from time to time, be required by the Promoter or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard. The Allottee/s shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Conveyance/Sale Deed with respect to transfer of the common areas in the Township in favour of the Association. On formation of the Association, rights of the Allottee/s to the common areas and facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Township.
- 11.3 The Promoter shall be responsible to provide and maintain the common area and facilities till the taking over of the maintenance of the Project V /Township by the Association or Competent Authority, as the case may be. The Promoter in no case shall be obliged to maintain the common areas and facilities beyond the date as stipulated by the applicable laws. The Promoter shall maintain essential services in the Project V till the taking over of the maintenance of the Project V/Township by the Association or competent authority, as the case may be. The Promoter in no case shall be obliged to maintain the common areas beyond the period mentioned in Act.
- 11.4 In case, the Allottee/s /Association fails to take possession of the common area and essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has the right to recover such amount as spent on maintaining such essential services and common area beyond his scope.
- 11.5 The Allottee/s hereby accepts that the provisions of maintenance services and use and access to the common areas and facilities shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges etc. ("**Maintenance Charges**") to the Promoter or Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee/s under this Agreement and Maintenance Agreement. For the purposes of avoidance of doubt, it is clarified that the Maintenance Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee/s has taken possession of the Plot or not. The Maintenance Charges shall be periodically revised with passage of time.
- 11.6 The Allottee/s agrees that upon offer of possession of the Plot he/she shall enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein "**the Maintenance Agency**") for the maintenance and upkeep of common areas & facilities (excluding internal maintenance of the

building to be constructed on the Plot) of the Project V/Township. However, failure on part of the Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the maintenance charges and other related charges.

- 11.7 The Allottee/s acknowledges and confirms that the time frame, and quality of external infrastructure facilities related to water line, electricity line, sewer line etc to be provided by the DGTCP/HSVP /other competent authority (ies) is beyond the control of the Promoter and the Allottee/s shall not have a right to raise any claim or dispute against the Promoter in respect of the lack or inadequate support of facilities to be provided by the Government or any other statutory authorities.

12. DEFECT LIABILITY:

It is agreed that in case defect in provision of services is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act:

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

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

The Promoter/ Maintenance Agency/ Association / competent authority shall have rights to enter into the Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- a) The Allottee/s shall, after taking possession of the Plot, be solely responsible to maintain the Plot and construction thereon at his/ her own cost and expenses and shall not do or suffer to be done anything in or to the Plot and construction thereon which may be in violation of any applicable laws or Rules or norms of any competent authority. The Allottee/s shall not do anything, which damages the common areas, adjoining plot / areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the local authorities or the Association. The Allottee/s shall abide by the provisions of the applicable laws while carrying out construction on the Plot. The Allottee/s alone be liable/responsible for any non-compliance in relation to the construction as well as safety and security of his/her materials. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure

incurred in such rectification from the Allottee's IFSD (as mentioned in Schedule V) along with liquidated damages equivalent to such amount incurred. In case IFSD is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFSD as applicable. The Allottee/s shall always keep the Promoter indemnified in this regard.

- b) The Promoter will return IFSD to the Association on transfer of common areas and facilities (net of Cumulative Defaults). It is clarified that in case there is any amount deducted from the Allottee/s' IFSD, then he/she shall be obliged to make good the deficit within 7 days.
- c) The Allottee/s/ Association further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building to be constructed on the Plot or anywhere on the common areas & facilities. Further the Allottee/s shall not store any hazardous or combustible goods in the Plot and construction thereon. The Allottee/s 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 the common areas & facilities which otherwise are available for free access.
- d) The Allottee/s shall plan and distribute its electrical load in the building to be constructed on the Plot in conformity with the electrical systems installed by the Promoter and the load provided by the Promoter. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- e) The Allottee/s agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Plot by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour by the Promoter. However, the Allottee/s may, for the purpose of facilitating the payment of the Total Price and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee/s may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Plot only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee/s at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee/s may obtain from such bank/ financial institution. The Allottee/s shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee/s to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of the Allottee/s, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee/s to obtain the loan from such bank / financial institution for purchase of the Plot. The Allottee/s hereby agrees that the Promoter shall be entitled to terminate Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee/s.

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

The Parties are entering into the Agreement for allotment of the Plot for residential usage with the full knowledge of all applicable laws, Rules, regulations, notifications applicable in the State of Haryana and related to the Plot/Project V/Township.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make development/construction on the areas falling in the Project V without approval by the Competent Authority and as per the guidelines/ permissions/ directions or sanctions by Competent Authority. The Promoter shall have right to add further land parcels (“**Additional Area**”) contiguous to the Project V/Township as per the applicable norms/applicable laws. It is clarified that the entry and exit of the Project V as well as its trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc. of the Additional Area shall be integrated and interlinked with trunk services of the Project V. The Allottee/s’ consent not to raise any objection/dispute/claim to the foresaid integration of the Additional Area with the Project V as well as integration of its entry/exit/trunk services.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

- 18.1 The Promoter after execution of the Agreement shall not mortgage or create charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the Plot for residential usage.
- 18.2 The Promoter so desires, it shall be entitled in future also to create security on the Additional Land and receivables of the Project V by availing loans or financial assistance or credit facilities from Banks and/or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Additional Land/receivable of the Project V and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee/s by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan (**Schedule V**) within 30 (thirty) days from the date of receipt by the Allottee/s. Secondly, the Allottee/s and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provision of the relevant Act.

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/s and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee/s, then the allotment of the Plot shall be treated as cancelled and the Promoter herein is entitled to forfeit the booking amount being 10% of the Total Price as well as ‘Non-Refundable Amount’ defined in clause 7.5.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

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

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

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

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

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

26. FURTHER ASSURANCES:

Both the 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.

27. 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/s, duly executed by the Allottee/s and the Promoter or simultaneously with the execution, this Agreement shall be registered as per provisions of the relevant State Act at Haryana. Hence this Agreement shall be deemed to have been executed at _____.

28. NOTICES:

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s at their correspondence address/ mail ID (mentioned in the Application) or to the Promoter (specified below) by Speed Post.

Promoter: Eldeco Infrastructure & Properties Limited

Address of the Promoter: 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi 110025

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post/mail ID failing which all communications and letters posted at the above address/mail ID shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

29. JOINT ALLOTTEES:

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

30. SAVINGS:

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

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of the 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 the Parties hereinabove named have set their respective hands and signed this Agreement at _____ in the presence of attesting witness, signing as such on the day first above written.

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

(I) Signature _____

Name _____

Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:**

(I)Signature (Authorized Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

(I)Signature _____

Name _____

Address _____

(II)Signature _____

Name _____

Address _____

Schedule I

Details of the Collaboration Agreement and General Power of Attorney

Sr. No.	Details of the Document	Reg. No.	Date of Registration
1	Collaboration Agreement executed between the Promoter and Adhikari Properties Limited (previously known as Adhikari Finvest Private Limited as well as Adhikari Properties Private Limited)	16396	01.03.2024
2	General Power of Attorney executed by Adhikari Properties Limited (previously known as Adhikari Finvest Private Limited as well as Adhikari Properties Private Limited) in favour of the Promoter	307	01.03.2024

Schedule II

Approved Layout Plan

Schedule III

List of Approvals

Sr. No.	List of approvals	Date
1.	License No. 67 of 2025	09.05.2025
2.	<u>Approved Layout Plan DRG No. 11100</u>	09.05.2025
3.	RERA Registration Number _____	_____

Schedule IV

Details of the Plot

Details of the Plot	Plot No.
Area of the Plot*	_____(in sq mtrs) ____ (in sq yds)
Payment Plan	
Date of offer of Possession[#]	
Payment Schedule	Schedule V
Deposit, outgoings and other charges	Schedule V
Initial token amount / Application Money	
Details of payment of Initial token amount	
Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
Interest for delayed payments	State Bank of India highest marginal cost of lending rate (MCLR) + 2%
Holding Charges of the Plot	@ Rs. 25/- per sq yds per month of plot area of the Plot if applicable

Safeguarding Charges of the Plot	@ Rs. 25/- per sq yds per month of plot area of the Plot if applicable
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*Area measurement is approximate and subject to variation.

#Subject to terms and conditions mentioned in the Application Form/ Agreement for Sale.

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

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

Schedule V

Payment Plan of the Plot

Total Price Payable

Particulars	Amount (in Rs.)
Total Price	

In addition to the Total Price following charges/security/taxes etc shall be paid extra by the Allottee/s before possession of the Plot

- Interest Free Security Deposit (“IFSD”) INR _____/-;
- The indicative maintenance charges are @ INR _____/- per sq yards of plot area of the Plot per month. Also, 24 Months’ Advance Maintenance Charges amounting to INR _____/- has to be paid in advance at the time of offer of possession of the Plot;
- The Indicative Maintenance Charges are excluding applicable taxes;
- Proportionate charges towards utility connection/ security deposit;
- Proportionate charges or costs, if any, related to upgradation or improvements made in the overall betterment of the Plot/Project V/Township.
- Applicable goods and service tax/taxes on all the above charges.

Payment Schedule

Development Linked Payment Plan (DLP)	
Milestones	To be paid by Allottee/s

Payment Schedule: As an attachment.

NOTE:

1. The maintenance charges herein are indicative and the final charges will be intimated in offer of possession. Please note that the above indicative maintenance charges have been derived on the basis of cost as in _____, 2025. However, the final Maintenance charges shall be intimated at the time of offer of possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
3. In the event of delay in payment of the Total Price and/or incase the Allottee/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @MCLR +2% per annum from the date such amounts fall due till realization of payments by the Promoter.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Plot and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee/s.
5. The Allottee/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of the Association, membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
6. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the common areas to the Association shall be payable by the Allottee/s.
7. The Allottee/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee/s.
9. The Total Price as mentioned above does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of the Plot; (ii) cost of running, maintenance and operation of common areas of the Project V/Township; (iii) for any rights and interest over the commercial area, community site & Club (except for a right to use common areas on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottees at the Project V/Township); (iv) for any rights over areas reserved/ restricted for any other allottee/ right - holder at the Project V/Township; and (v) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.