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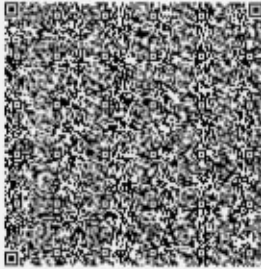
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp



Certificate No.	: IN-DL13016433250939P
Certificate Issued Date	: 31-Jul-2017 04:38 PM
Account Reference	: IMPACC (IV)/ dl960003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96000327294849380117P
Purchased by	: ANSAL HOUSING AND CONSTRUCTION LIMITED
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANSAL HOUSING AND CONSTRUCTION LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: ANSAL HOUSING AND CONSTRUCTION LIMITED
Stamp Duty Amount(Rs.)	: 10 (Ten only)



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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AFFIDAVIT

I, Mr. Kushagr Ansal S/o Shri Deepak Ansal, 82, Jor Bagh, New Delhi, Wholetime Director and CEO of M/s Ansal Housing & Construction Ltd. having its registered office at 110, Indraprakash Building, 21 barakhamba Road, New Delhi, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "**Ansal Town Alwar Phase - II**" Situated at Khasra No. 1427 and 1428 Village Tuleda Distt & Tehsil Alwar, under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.

Kushagr Ansal
Deponent
ANSAL HOUSING & CONSTRUCTION LTD.
NEW DELHI

Verification

I, Mr. Kushagr Ansal S/o Shri Deepak Ansal, 82, Jor Bagh, New Delhi, Wholetime Director and CEO of M/s Ansal Housing & Construction Ltd. having its registered office at 110, Indraprakash Building, 21 barakhamba Road, New Delhi, do hereby that the contents in para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at 07th on this September day of 2017.

Kushagr Ansal
Deponent
ANSAL HOUSING & CONSTRUCTION LTD.
NEW DELHI

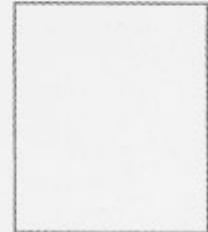
ATTESTED
NOTARY PUBLIC
NCT DELHI



14 SEP 2017

FORM G
(See rule 9)

Agreement for Sale



This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at

By and Between

ANSAL HOUSING & CONSTRUCTION LIMITED, a public limited company registered under the Companies Act, 1956, having its registered office at 15 UGF, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having PAN No. (AAACA0377R) acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "Promoter/Vendor", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);(hereinafter referred to as "Vendor");

AND

Mr./Mrs./Ms..... son/daughter/wife of Mr.
aged about years, R/o..... (Aadhar No.)
(PAN No.) (hereinafter singly/ jointly, as the case may be, referred to as the "Vendee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN No.) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Vendee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the



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registered office at and its PAN No.....
through Mr..... (Aadhar No.....), its authorized signatory who has been
duly empowered vide Board Resolution dated (hereinafter jointly and
severally, as the case may be, being the Vendee(s) of the Unit hereinafter, referred to as
the "Vendee(s)", which expression shall, unless repugnant to the context or meaning
thereof be deemed to mean and include their legal successor(s), administrators,
executors successors & permitted assignees) of the OTHER PART.

OR

Mr./Ms.(Aadhar No.....) son/daughter/wife
of..... aged about..... years for self and as the Karta of the HUF, having
its place of business/ residence at.....(PAN No.)
(hereinafter referred to as, "Vendee(s)", which expression shall, unless repugnant to the
context or meaning thereof be deemed to mean and include him and each of the
members constituting the HUF their Heirs, administrators, executors, successors &
permitted assignees) of the OTHER PART.

The Vendor and the Vendee(s) shall hereinafter be collectively referred to as "Parties"
and individually as a "Party".

INTERPRETATIONS/DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context
shall have the meaning assigned thereto -
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall
include area encompassed within the walls of Apartment or Flat, all
balconies, whether covered or un-covered, and thickness of wall. In case
there be a common wall only 50% of thickness of such wall shall be taken
in consideration for calculating the built-up area;
 - (c) "Interest" means the interest payable at the rate specified in rule 17 of the
rules;
 - (d) "Para" means a Para of this Agreement;
 - (e) "Maintenance Society" shall mean the society, association or body, by
whatever name called, that may be formed under clause (e) of sub-section
(4) of section 11 of the Act;
 - (f) "Regulation" means the Regulation made under the Act;
 - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development)
Rules, 2017;
 - (h) "Schedule" means the Schedule attached to this Agreement; and

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- (i) "Section" means the section of the Act.
- (j) **"Booking Amount" or earnest money means 10 % of the Total Price of Unit/Plot/Apartment or Shop, as the case may be.**
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE VENDOR DECLARES THAT

- A. the Vendor is in lawful possession of the land Khasra No. 1427 and 1428 situated at revenue village Tulera situated in Alwar, District Alwar with a total area admeasuring of 21100 square meters/ 5.213 Acres (hereinafter referred to as 'Land' and more fully described in the **Schedule-I**).
- B. The Vendor has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the M/s Cross Bridge Developers Pvt Ltd. (A fully owned subsidiary of the Vendor) from Sorab Kha and 7 others, as stated in the sale-deed dated 03.08.2010, registered on 03.08.2010 in the office of Sub- Registrar Alwar-II in its Book No. 1 Volume No. 918 at Page No. 74 bearing Serial No. 2010006907 and an additional copy of the same was also pasted in its additional Book No. 1, Volume No. 2752 at Page No. 122 to 130.
- C. The said land is earmarked for the purpose of plotted development of a residential project, comprising of 66 residential plots, 4 commercial plots, 8 shops, 5 LIG plots, 5 EWS plots and 3 facilities plots and the said project shall be known as **"ANSAL TOWN, ALWAR PHASE-II"** ("Project")

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- D. The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said land on which Project is to be constructed have been completed.
- E. The OFFICE OF URBAN IMPROVEMENT TRUST ALWAR has granted the commencement certificate/ approval to develop the Project vide its approval number F-2/AYOJANA/7578/15 dated 29.10.2015;
- F. The Land is free from all encumbrances.
- G. The Vendor has conceived, planned and is in the process of constructing and developing a real estate project known as **'ANSAL TOWN ALWAR, PHASE-II'**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all



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improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 21100 square meters situated at village tulera and latitude 27°35'37.86"N-27° 35'35.06"N & longitude 76° 38'41.20"E - 76° 38'29.23"E of the end points of the Project are respectively. The location details are fully described in the Schedule-I.

- H. The Project has been registered with the Real Estate Regulatory Authority on (date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Vendor and Project are also available in the website (www.....) of the Authority.
- I. The layout plan/ site plan of the Project has been sanctioned vide letter no.F-2/AYOJANA/7578/15 dated 29.10.2015 by the URBAN IMPROVEMENT TRUST, ALWAR (competent authority), and copy of which is enclosed as **Schedule-2**.
- J. The Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- K. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project shall be as per the Rajasthan Township Policy 2010.
- L. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above- mentioned internal/ external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be Complete

- M. The Vendor has opened a separate account in Branch Statesmen House, Barakhamba Road of Axis Bank Ltd. Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- N. The Vendee(s), being aware of the Project and details given in the advertisements about the Project made by the Vendor, has applied for allotment and to purchase a Plot (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its application dated..... The Vendee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the Plot/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.



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- O. The Vendee has applied for a plot in the Project vide application no..... Dated..... And has been allotted plot no. Having area of Square feet _____square meter as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in **Schedule-3**;
- P. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Vendee hereby agrees to purchase the Plot] as specified in para V and W.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Vendor hereby agrees to sell to the Vendee(s) and the Vendee(s) hereby agrees to purchase and receive the Plot as specified in para 'W'
- 1.2 The Total Price for the Plot based on the area is Rs..... (in words Rupees..... only) (hereinafter referred to as "Total Price") as detailed below:

DESCRIPTION OF THE PLOT	*Rate of plot per square feet
Plot No. _____	
Area of Plot _____ sq. mtrs. (_____ sq.ft.)	
Total price (In Rupees)	

BREAKUP OF TOTAL PRICE OF THE PLOT

PARTICULARS	AMOUNT (IN RUPEES)	RATE OF TAX	TAXES (IN RUPEES)	TOTAL AMOUNT (IN RUPEES)



Basic Price of Plot				
External Development Charges (EDC)				
Preferential Location Charges (PLC), if any				
Any other charges (description)				
Total				

***NOTE:**

- Price of plot per sq. meter = Total Price Amount/ Area of Plots in Sq.Meter.
- Price of plot per sq. ft. = Total Price Amount/ Area in Sq. ft.
- Breakup of the amount i.e. towards EDC and PLC etc. is calculated on the area of the plot.
- The above mentioned Total Price includes cost of maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, the maintenance shall be charged by the vendor and payable by the vendee as per clause 11.

EXPLANATION:

- The Total Price above includes the booking amounts of Rs (Rupees.....) paid by the Vendee to the Vendor towards the Plot / Plot as mentioned in Para 'W'.
- The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Services Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction/ development of the Project payable by the Vendor, by whatever name called) up to 30 days from the date of offer of possession of the plot to the vendee , after obtaining the completion certificate. It is further clarified that in case the possession is offered by the Vendor and the same is not taken within 30 days from the date of offer of possession then the Plot shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/ charges/levies etc.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Vendee(s) to the Vendor shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule 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 Vendee;

Provided further that if by virtue of any government notification or any order of any court, Tribunal or Authority/ direction, any amount, including tax, fee, charges or any other levy called by whatever name, becomes due and payable retrospectively, then the Vendee hereby undertakes to pay the same promptly after



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receiving an intimation from Vendors in this regard and in case of delay in such payment he shall be liable to pay interest at the rate as specified in the Rules.

- (iii) The Vendor shall periodically intimate to the Vendee(s), the amount payable as stated in (i) above and the Vendee(s) shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Vendee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes price of land, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line within the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Vendee(s) 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 Vendor undertakes and agrees that while raising a demand on the Vendee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Vendee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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 Vendee. However it is clarified that any increase in development charge/cost/taxes/fees/levies etc. imposed by the competent authorities with retrospective effect, the Vendee shall be liable to pay the same except the interest for the duration of delay, if any.

- 1.4 As mentioned in para '___' above, the Vendor has already received an advance/ booking amount from the Vendee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs. and the Vendees(s) agrees and undertakes to pay the balance amount of Rs. of the total price strictly in accordance with the payment plan mentioned in Schedule ___:-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Vendee



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- 1.5 The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Vendee(s) by discounting such early payments @ 10 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Vendee(s) by the Vendor.

Provided that in order to claim entitlement for rebate, the Vendee shall make payment of the installment atleast 90 (ninety) days in advance from the date it becomes due and payable to the Vendors.

- 1.6 It is agreed that the Vendor shall not make any addition and alteration in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Vendee(s) as per the provisions of the Act:

Provided that the Vendor may make such minor additions or alterations as may be required by the Vendee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Vendor shall confirm to the final areas that has been allotted to the Vendee after the development of the project is complete and the occupancy certificate/ Part Completion or Completion is granted by the competent authority, by furnishing details of the changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Vendor. If there is reduction in the area then the Vendor shall refund the excess money paid by Vendee within 45 days with interest from the date when such an excess amount was paid by the Vendee. If there is any increase in the area, which is not more than three percent of the area of the Plot, allotted to the Vendee, the Vendor may demand that from the Vendee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

- 1.8 Subject to Term No. 9.3 the Vendor agreed and acknowledges, the Vendee shall have the right to the / Plot as mentioned below:

- (i) The Vendee(s) shall have exclusive ownership of the Plot;
- (ii) The Vendee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall handover the common areas to the Maintenance Society or the competent authority, as the case may be, after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot includes recovery of price of land, , internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line in the Project;
- (iv) The Vendee has the right to visit the Project site to assess the extent of development of the Project and his Plot. Provided that the Vendee shall give 7 (seven) days advance notice in this regard to the Vendors and shall comply



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with all the safety norms and requirements while visiting the under construction Project.

- 1.9 It is agreed that the Project is an independent , self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Vendee. It is clarified that Project's facilities shall be available only for use and enjoyment of the Vendee(s) of the Project.
- 1.10. The Vendor agrees to pay all outgoing/dues before transferring the physical possession of the Plot to the Vendee(s) which it has collected from the Vendee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project up to 30 days from the date of offer of possession). If the Vendor fails to pay all or any of the outgoing/ dues collected by it from the Vendee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Vendee(s), the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Vendee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Plot/ Plot at the time of application the receipt of which the Vendor hereby acknowledges and the Vendee hereby agrees to pay the remaining price of the Plot/ Plot as prescribed in the payment plan as mentioned in Schedule ___above as may be demanded by the Vendor within the time and manner specified therein.

Provided that if the Vendee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Vendee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Vendor and the Vendee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Vendor abiding by the construction milestones, the Vendee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the payment plan as mentioned in Schedule __ through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of M/s Ansal Housing and Construction Ltd. payable at New Delhi.

Provided that in case the cheque submitted by the Vendee towards payment of any installment or any other due payable by him/her is dishonored for any reason whatsoever, the Vendors shall notify about the same to the Vendee and the Vendee, within 15 (fifteen) days of receiving such intimation, shall deposit the entire cheque amount together with cheque dishonor charges and interest, with the Vendors. In case, the Vendee fails to make such due payments (including cheque dishonor charges and interest) within the period of 15 (fifteen) days, the Vendors shall be



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entitled to but not limited to initiating proceedings under Section 138 of the Negotiable Instruments Act, 1881, in addition to all such other remedies as are available under present Agreement as well as the applicable laws and the same **shall also be treated as breach of the terms and conditions of this Agreement and** the Vendors shall have the right to terminate the same in the manner provided in this Agreement.

For the purpose of making payments to the Vendor as per the payment plan, the Vendee may avail loans from the Financial Institutions/Banks to finance the Plot. However, the Vendors shall not be responsible in any manner if a particular financial institution/Bank refuses to finance the Plot to the Vendee on any ground. The responsibility of getting the loan sanctioned and disbursed as per the payment schedule and its repayment with interest accrued thereon to the financial institution/Bank will rest exclusively on the Vendee and under no circumstance the Vendors shall be assumed for 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 Vendors as per the schedule 4 shall be ensured by the Vendee along with interest on delayed payments, if any.

In case, where the Vendee has opted for long term payment plan arrangement with any Financial Institution/Banks, the Conveyance Deed of the said Plot in favour of the Vendee shall be executed as per the arrangements among the Vendee, Bank/financial institution and the Vendors

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Vendee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approval which would enable the Vendor 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Vendee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Vendor accepts no responsibility in regard to matters specified in Term 3.1 above. The Vendee shall keep the Vendor fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Vendee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Vendee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any, under the applicable Laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of Vendee and such third party shall not have any right in the application/allotment of the said Plot/ Plot apply for herein in any way and the Vendor shall be issuing the payment receipts in favor of the Vendee only.



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4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Vendee authorized the Vendor to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Vendee against the Plot/Plot, if any, in his/ her name and the Vendee undertakes not to object/ demand/ direct the Vendor to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Vendee and the common areas to the Maintenance Society or the competent authority, as the case may be. Similarly, the Vendee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion by the Vendor as per the payment plan.

6. **DEVELOPMENT OF THE PROJECT:**

The Vendee has seen the proposed layout plan, amenities and facilities of the Project and accepted the payment plan and, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, amenities and facilities. Subject to the terms in this Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE PLOT:**

- 7.1 **Schedule for possession of the said Plot** - The Vendor agrees and understands that timely delivery of possession of the Plot to the Vendee, is the essence of the Agreement. The Vendor assures to handover possession of the Plot along with ready and complete common areas, amenities and facilities of the Project in place on-----, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Vendee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Plot, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Vendee(s) agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Vendor shall refund to the Vendee(s) the entire amount received by the Vendor from the Vendee with interest within forty-five days from that date. The Vendor shall intimate the Vendee about such termination at least thirty days prior to such termination. After refund of the money paid by the Vendee, the Vendee agreed that he/ she shall not have any rights, claims etc. against the Vendor and the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.



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- 7.2 **Procedure for taking possession-** The Vendor, upon obtaining the occupancy certificate/part completion or completion from the competent authority shall offer in writing the possession of the Plot, to the Vendee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Vendee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate. The Vendor agrees and undertakes to indemnify the Vendee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Vendee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Vendor shall handover the occupancy certificate/part completion or completion of the Plot, as the case may be, to the Vendee at the time of conveyance of the same.

That the physical possession of the Plot shall be given to the Vendee by the Estate Manager/Project Incharge of the Project only after the Vendee provides original Possession Memo issued by the Vendors, authorizing the Estate Manager/Project Incharge to hand over the physical possession to the Vendee. The Vendors shall issue such Possession Memo only after the Vendee has paid all the dues, deposited and signed all the requisite documents.

Provided that where the Vendors have applied for the occupation certificate by submitting the application and all other documents with the competent authority and neither any objection nor the occupation certificate* has been received from the authority within 3 (three) months of such application, the Vendors shall offer in writing the possession of the Plot to the Vendee as stated above.

Provided that where the Vendors make the offer of possession of the Plot to the Vendee but the Vendee fails to take the possession after completing all the formalities within 30 (thirty) days of such offer, the Vendee shall be liable to pay the maintenance charges as described above after the expiry of thirty days from the date of such offer of possession.

- 7.3 **Failure of Vendee to take possession of Plot/ Plot-** Upon receiving a written intimation from the Vendor as per Term No. 7.2 above, the Vendee(s) shall take possession of the Plot from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Plot to the Vendee(s). In case the Vendee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Vendee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above and watch and ward charges for the delay period.

On failure of Vendee to pay the installment as per schedule given in the Agreement, apart from paying the interest on the delayed amount, the possession of the plot shall be extended to the period of delay in paying the defaulted amount. Provided if the Vendee fails to take possession of the Plot, even if all dues have been paid, within a period of 30 days from the date of offer of possession or any date, if extended by the Company in its sole discretion, the Company will not be responsible for deterioration in the condition of the Plot and will hand over the



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physical possession on as is where is basis and any work or expense to improve on the condition of the Plot will have to be carried out and borne by the Vendee itself.

- 7.4 **Possession of the Vendee-** After obtaining the occupancy certificate/part completion or completion certificate and handing over physical possession of the Plot to the Vendee, it shall be the responsibility of the Vendor to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/Part Completion or Completion as the case may be.

Provided further that it shall be the responsibility of the Vendee or the Association, as the case may be, to approach and collect the documents and plans, including common areas, from Vendor after receiving an intimation in this regard

- 7.5 **Cancellation by Vendee-** The Vendee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Vendee(s) proposes to cancel/withdraw from the Project without any fault of the Vendor, the Vendor herein is entitled to forfeit the booking amount i.e. (10% of the Total Price of the Plot) paid for the allotment of the Plot. The balance amount of money paid by the Vendee(s) shall be returned by the Vendor to the Vendee(s) within forty-five days of such cancellation.

- 7.6 **Compensation -** The Vendor shall compensate the Vendee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the said Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Vendor shall be liable, on demand to the Vendee, in case the Vendee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Vendor shall pay the Vendee interest for every month of delay, till the handing over of the possession of the Plot/ Plot, which shall be paid by the Vendor to the Vendee within forty-five days of it becoming due.



REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

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The Vendor hereby represents and warrants to the Vendee(s) as follows:

- (i) The Vendor has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Vendor 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 Vendee(s) created herein, may prejudicially be affected;
- (vii) The Vendor 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 said Land, including the Project and the said Unit which will, in any manner, affect the rights of Vendee(s) under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Unit to the Vendee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit to the Vendee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters 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 Schedule Property;
- (xi) The Vendor 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 said Project to the competent authorities till the occupancy/part completion/ completion certificate has been issued and possession of the Plot/Plot along with common areas (equipped with all the amenities and facilities) has been handed over to the Vendee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

Subject to the *Force Majeure* clause, the Vendor shall be considered under a condition of default, in the following events, namely:-



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- (i) The Vendor fails to provide ready to move in possession of the Plot to the Vendee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Vendor under the conditions listed above, Vendee(s) is entitled to the following:-

- (i) Stop making further payments to the Vendor as demanded by the Vendor. If the Vendee(s) stops making payments, the Vendor shall correct the situation by completing the development milestones and only thereafter the Vendee(s) be required to make the next payment without any interest; or
- (ii) The Vendee(s) shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Vendee(s) under any head whatsoever towards the purchase of the Plot, along with interest within forty-five days of receiving the termination notice:

Provided that where a Vendee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, interest for the period of delay till the handing over of the possession of the Plot/ Plot, which shall be paid by the Vendor to the Vendee within forty-five days of it becoming due.

9.3 The Vendee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Vendee(s) fails to make payments for two consecutive demands made by the Vendor as per the payment plan stated above, despite having been issued notice in that regard, the Vendee(s) shall be liable to pay interest to the Vendor on the unpaid amount.
- (ii) In case of default by Vendee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Plot/ Plot in favour of the Vendee(s) and refund the money paid to him by the Vendee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Vendor shall intimate the Vendee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Vendor, on receipt of Total Price of the Plot/ Plot as per Term No.1.2 under the Agreement from the Vendee shall execute a conveyance deed and convey the title of the Plot/ Plot within three months from the date of issuance of the occupancy or Part Completion or completion certificate, as the case may be, to the Vendee:

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Provided that, in absence of local law, the conveyance deed in favour of the Vendee shall be carried out by the Vendor within three months from the date of issue of occupancy/ Part Completion/ completion certificate.

Provided further that, in case the Vendee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Vendee(s) authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor is made by the Vendee(s). The Vendee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies). In case, the conveyance deed cannot be executed because of any Force Majeure circumstances as listed above and the Vendee has paid stamp duty, lease rent, registration charges and any other incidental charges on demand from the Vendors or otherwise, the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp or other related charges are increased by the authorities then the Vendee will have to pay for the shortfall in such stamp or other related charges. Further, the Vendors shall not be liable to pay any interest or compensation to the Vendee for such delayed period.

11. MAINTENANCE OF THE SAID BUILDING/PLOT/PROJECT:

The Vendors 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 vendees or competent authority, as the case may be, upon the issuance of the occupancy certificate/ part completion or completion certificate* of the Project, as the case may be.. The Total Price of the Plot includes maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, such maintenance charges shall be calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees. The Vendee agrees to execute a separate agreement for maintenance, at the time of conveyance of the apartment, with the nominee of the Vendor or the Association of the Vendees, as the case may be, and shall also deposit the interest free maintenance security amount as per the terms and conditions of the maintenance agreement.

In case, the Vendee/association of Vendees fails to take possession of the said essential services within 30 days from the date of offer of possession as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Vendors have the right to recover such reasonable amount (calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees) as spent on maintaining such essential services.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per this Agreement relating to such development is brought to the notice of the Vendor within a period of five years by the Vendee from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within thirty days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Vendee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Vendors shall not be liable for any such structural/ architectural/ defect induced by the Vendee, by means of carrying out structural or architectural changes. Provided further that, the Vendors shall not be liable for rectification of any such defect as stated above in case of the Vendee fails to take over possession of the Plot within 6 (six) months of the offer of possession of the same by the Vendors. That the defect liability shall be limited to the effect in construction (i.e. structure) however, general wear and tear shall not be considered as structural defect. Defect liability shall not cover Force Majeure situations.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Vendor/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Vendee(s) agrees to permit the Vendor/Maintenance Society to enter into the Plot/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Vendee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. GENRAL COMPLIANCE WITH RESPECT TO THE PLOT/PLOT:

15.1 Subject to Term 12 above, the Vendee(s) shall, after taking possession, be solely responsible to maintain the said Plot/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Plot/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot/ Plot, and keep the said Plot,, its walls and partitions, sewers, drains, pipes 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.

15.2 The Vendee further undertakes, assures and grantees that he/she would not put any sign- board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Vendee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Vendee shall store any hazardous or combustible goods in the Plot/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Plot/ Plot.

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15.3 The Vendee shall plan and distribute its electric load in conformity with the electric systems installed by the Vendor and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Vendee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **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 to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Vendor undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act. Therefore, the Vendors may make additions or put up additional structure(s) after taking the necessary approvals from the competent authority and minimum required consent of the Vendees in the project as provided for in the Act and relevant Rules.

18. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor executes this Agreement he shall not mortgage or create a charge on the said Plot/ Plot/ Building 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 for charge shall not affect the right and interest of the Vendee(s) who has taken or agreed to take such Plot. However, if any such charge is/are created then the Vendor shall duly intimate the Vendees about the same.

19. **BINDING EFFECT:**

Forwarding this Agreement to the Vendee(s) by the Vendor does not create a binding obligation on the part of the Vendor or the Vendee(s) until, firstly, the Vendee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Vendee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub- Registrar) as and when intimated by the Vendor. If the Vendee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Vendee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Vendee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Vendee(s), application of the Vendee shall be treated as cancelled and all sums deposited by the Vendee(s) in connection therewith including the booking amount shall be returned to the Vendee(s) without any interest or compensation whatsoever.

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, as the case may be.

21. **RIGHT TO AMEND:**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE VENDEE/ SUBSEQUENT VENDEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Plot/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Vendee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

For the purpose of above, it is clarified that Vendee may assign its rights to any third party as per the terms and condition of present agreement on payment of applicable administrative charges and also subject to prior intimation and permission of the Vendors and as per the governing laws of land. However, the Vendors shall have first lien and charge on the said Plot for all pending/outstanding dues and/ or that may hereafter become due and payable by the Vendee to the Vendors, in the event of the Vendee parting with his/her interest by creating any third party interest in the said Plot.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

- 23.1 The Vendor may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Vendee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Vendee that exercise of discretion by the Vendor in the case of one Vendee shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Vendees.
- 23.2 Failure on 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 the conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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:**

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

26. **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.

27. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Vendee, in ----- after the Agreement is duly executed by the Vendee and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

28. **NOTICES:**

All the notices to be served on the Vendee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Vendee or the Vendor by registered post at their respective addresses specified below:-

M/s.....(Vendor's name)	Vendee(s) name
Address.....	Address.....

It shall be the duty of the Parties to inform each other of any changes 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 Vendor or the Vendee(s), as the case may be.

29. **JOINT VENDEE:**

That in case there are Joint Vendees all communications shall be sent by the Vendor to the Vendee 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 Vendee(s).

30. **SAVINGS:** Any application, letter, allotment letter or any other document signed by the Vendee, in respect of the Plot, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such Plot, plot or building, as the case may be, shall not be construed to limit the rights and

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interests of the Vendee or the Vendor under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. **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, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION:**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act. However, if both the parties agree then any dispute arising out or touching upon or in relation to the terms of the application, allotment and/ or Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties may be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments /modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator jointly appointed by the Vendors and the Vendee and arbitrator's decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Vendee.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Vendee(s) in the presence of witnesses on

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A circular stamp with a dashed border. The text "Kushagra Anand & Construction Ltd." is written around the top inner edge, and "New Delhi" is written in the center. A small star is at the bottom center of the circle.

Passport size photograph with signature across the photograph (First- Vendee)	Passport size photograph with signature across the photograph (Second- Vendee)	Passport size photograph with signature across the photograph (Third- Vendee)
Signature (Name) (First-Vendee)	Signature (Name) (Second-Vendee)	Signature (Name) (Third-Vendee)

Signed and delivered by the within named Vendor in the presence of witnesses
at on

VENDOR For and on behalf of M/s
Name
Signature

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Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Details of land holdings of the Vendor and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

2- The piece and parcel of the plot of land in site is bounded on the:-

In North

In South

In East

In West

And measuring

North to South

East to West

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3- Latitude/ Longitude of the end points of the Project

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4- Other details of the location of the Project

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5- Location Map

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SCHEDULE-2

(Layout Plan of the Project)

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SCHEDULE-3

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[Description of the Plot/Plot and Along with boundaries in all four directions]

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SCHEDULE-4

Payment Plan

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(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

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