

A

# PLOT BUYERS' AGREEMENT



Plots at Sectors 91 & 92, Gurgaon



**PLOT BUYERS' AGREEMENT**

**BETWEEN**

**DLF UTILITIES LIMITED**

**AND**

NAME.....  
.....  
.....  
.....

ADDRESS.....  
.....  
.....  
.....  
.....

SECTOR NO. ....

PLOT NO. ....

LOCATION .....



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Please read carefully.....

**Important Instructions to the Intending Allottee(s)**

The Intending Allottee(s) states and confirms that the Company has made the Intending Allottee(s) aware of the availability of the Plot Buyers' Agreement (hereinafter referred to as the **"Agreement"**) on the Website and at the head office of the Company. The Intending Allottee(s) confirms that the Intending Allottee(s) has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Intending Allottee(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Intending Allottee(s) is agreeable to perform his obligations as per the conditions stipulated in the Agreement. Thereafter the Intending Allottee(s) has applied for allotment of a Plot in the Said Colony and has requested the Company to allot a Plot. The Intending Allottee(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein.

The Intending Buyer(s) who has/have been allotted a residential plot will be required to execute two (2) copies of the Plot Buyers' Agreement for each Residential Plot allotted by the Company. The Agreement sets forth in detail the terms and conditions of sale with respect to the Residential Plot and should be read carefully by the Intending Allottee(s). Signed copies of Agreement will not be accepted from Intending Allottee(s) for seven (7) consecutive days following dispatch/handing over by the Company of the copies of the Agreement along with all its annexure as attached therewith.

As the Agreement is a legal document, the Company advises the Intending Allottee(s) to take advice of competent legal counsel(s)/advocate(s) to interpret the provisions of the Agreement. The Intending Allottee(s) shall, thereafter, if he/they so decide(s) to enter into this Agreement, execute and deliver to the Company, within thirty (30) days from the date of dispatch/handing over of the Agreement, both copies of the Agreement with all Annexure together with amounts due and payable as set forth in the Payment Plan attached as **Annexure-II** and **Annexure II A**. If the Intending Allottee(s) fail(s) to execute and deliver to the Company this Agreement duly signed within the time given, as mentioned above, then the Application of the Intending Allottee(s) and this Agreement shall be treated as cancelled and the earnest money paid by the Intending Allottee(s) shall stand forfeited without any notice or reminders and the Intending Allottee(s) shall be left with no right whatsoever in the Residential Plot booked by the Company.

The Agreement will not be binding on the Company until executed by the Company through its Authorised Signatory. The Company will have the option to either accept or reject the Agreement within thirty (30) days after receiving the same from the Intending Allottee(s). If the Company accepts the Agreement, then a signed copy of the Agreement will be returned to the Intending Allottee(s) for his/their reference and record and a copy shall be retained by the Company. If the Agreement is not executed by the Company and a copy is not dispatched by registered post to the Intending Allottee(s) within thirty days (30) from the date of its receipt from the Intending Allottee(s) by the Company, then the Application and this Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee(s) shall be refunded by the Company without any interest or compensation whatsoever and the Intending Allottee(s) shall be left with no right, title or interest whatsoever in the Residential Plot booked by the Company.

The Company reserves the right to request identification, financial and other information as it may so desire concerning any Intending Allottee(s). The Company shall reject and refuse to execute this Agreement wherein the Intending Allottee(s) has/have unilaterally made any corrections/cancellations/alterations/modifications in the Company's standard printed format.

The Intending Allottee(s) confirm that the Intending Allottee(s) have read and understood the above instructions and each and every clause of the Agreement, its annexure etc., and the Intending Allottee(s) now execute this Agreement without any reservations, being fully conscious of their rights and obligations and limitations of the Company and undertake to faithfully abide by all the terms and conditions of this Agreement.

\_\_\_\_\_ Signature(s)

**Instructions for execution of the Plot Buyers' Agreement**

1. Kindly sign along with joint Intending Allottee(s), if any, on all places marked (x) on all pages in the Agreement including all annexure.
2. Kindly paste at the place provided, colour photographs of all the Intending Allottee(s) and sign across the photographs.
3. Both of the signed copies of this Agreement and annexure shall be returned to the Company by registered post (AD)/ hand delivery within the time stipulated.

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)



# **DLF** gardencity

SECTOR – 91 & 92 GURGAON (HARYANA)

## **PLOT BUYERS' AGREEMENT**

THIS AGREEMENT made at New Delhi this \_\_\_\_\_ day of \_\_\_\_\_ 20

BETWEEN

DLF UTILITIES LTD., a Company incorporated under the Companies Act, 1956, and having its Registered Office at Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase I, Gurgaon Haryana 122002 and Corporate office at DLF Centre, Sansad Marg, New Delhi-110 001 (hereinafter referred to as the '**Company**', which expression shall, unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) through its duly Authorized Signatory \_\_\_\_\_ authorized vide its Board resolution dated \_\_\_\_\_ of the One Part;

**AND**

**1** Title ☐ Mr. ☐ Ms. ☐ M/s.

Name .....

S/W/D of .....

Nationality ..... Age.....years

Profession.....

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward / Circle / Special Range and place where assessed to income tax.....

Mailing Address.....

Tel No.....Fax No.....

Office Name .....

Address .....

Tel No. ....Mobile No.....

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

2. Title ☐ Mr. ☐ Ms. ☐ M/s.

Name .....

S/W/D of .....

Nationality ..... Age.....years

Profession.....

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward / Circle / Special Range and place where assessed to income tax.....

Mailing Address.....

Tel No.....Fax No.....

Office Name .....

Address .....

Tel No. ....Mobile No.....

OR

M/S .....

Regd Office/ Corporate Office.....

Authorised Signatory .....

Board Resolution dated /Power of Attorney dated .....

Income Tax Permanent Account No./TIN No. ....

Tel No.....Fax No.....

(attach a certified true copy of the Board Resolution/Power of Attorney)

\*to be filled up in case of joint Intending Allottee(s)

(hereinafter referred to as the '**Intending Allottee(s)**' which expression shall, unless excluded by or repugnant to the subject or context be deemed to include his/their heirs, executors, administrators, legal representatives, nominees, and assigns of the Other Part.

### Company's Representations

**WHEREAS** certain Companies and Individuals (hereinafter referred to as "**Land Owners**" for the purpose of this Agreement) own and posses various parcels of land comprising total of 164.174acres or thereabouts falling in the revenue estate of Villages Mewka, Dhorka, Hayatpur and Bangraula Sector 91 and 92, Gurgaon, (Haryana).

**AND WHEREAS** Director General Town & Country Planning, Haryana, Chandigarh granted licence(s) (herein after referred to as "**Said Licence**") to develop the aforesaid land into a residential colony to the aforesaid individuals and companies (**Land Owners**) whose names are set out in the Said Licence.

**AND WHEREAS** the Company entered into arrangements / collaborations with the Land Owners to develop, market and sell plots in the residential colony named as "**DLF Garden City**" in Sector 91 & 92, Gurgaon, Haryana to be developed by the Company on the aforesaid land (hereinafter referred to as the "**Said Colony**" for the purposes of this Agreement).

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

**AND WHEREAS** by virtue of such arrangements / collaborations, the Company is entitled to and is competent to develop, market and sell plots in the Said Colony, receive monies, give receipts, execute conveyance, other documents etc., as may be necessary and expedient to give effect to the aforesaid purpose.

**AND WHEREAS** the Said Colony is proposed to be set up in accordance with the terms and conditions of the Said Licence and layout plan presently approved and as may be approved in future by the Competent Authority.

**Intending Allottee(s) Representations**

**AND WHEREAS** the Intending Allottee(s) has/have applied for purchase and the Company has agreed to sell to the Intending Allottee(s) in the Said Colony a residential Plot No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. yds. approx) more or less as at site (hereinafter referred to as the **Said Plot'** for the purposes of this Agreement) and on the terms and conditions appearing hereinafter.

**AND WHEREAS** the Intending Allottee(s) hereby confirm(s) and represent(s) that he/they is/are executing this Agreement with the full knowledge that the demarcation and zoning plans for the Said Plot/Colony are not yet sanctioned by the Competent Authority and that the presently approved layout plan attached as **Annexure – I** may further be changed and substituted by other layout plan(s) as and when sanctioned/ approved by the Competent Authority in which event the number of the Said Plot, its location, size as allotted to the Intending Allottee(s) may change and be substituted by a new number, location, size etc; to which the Intending Allottee(s) has/have confirmed that he/they shall have no objection having been prior informed of this eventuality. The Intending Allottee(s) also agree(s) to abide by the terms and conditions of this Agreement including those relating to payment of Sale Price, Govt. Charges including but not limited to External Development Charges, Infrastructure Development Charges/Infrastructure Augmentation Charges and other charges, forfeiture of Earnest Money as laid down herein.

**AND WHEREAS** the Intending Allottee(s) hereby represent(s) that the Intending Allottee(s) has no objection to the condition of the Company that the allotted Plots shall not be transferable or assignable or be eligible for nomination for a period of Six (6) months from the date of booking and payment of monies as laid down in **Annexure II**.

**AND WHEREAS** the Intending Allottee(s) represents and confirms that the Intending Allottee(s) has/have satisfied himself/themselves about the competence of the Company to execute this Agreement, seen various documents, title deeds, licence(s), approved layout plan etc., and has/have also familiarized himself/themselves with the dimensions and other details of the Said Plot and also understood all limitations and obligations of the Company and the Intending Allottee(s) in respect thereof and the Intending Allottee(s) has/have confirmed that his/their investigation(s) are complete in all respects.

**AND WHEREAS** the Intending Allottee(s) has/have further represented and confirmed that the Intending Allottee(s) have chosen to invest in the Said Plot/Said Colony after exploring all other options of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and the Intending Allottee(s) find that the Said Plot/Said Colony to be suitable for the Intending Allottee(s) residence and that the intending Allottee(s) has/have considered all the legal terms set out in this Agreement and consulted their Legal Counsels and the Company about the legal implications and that the Intending Allottee(s) has/have no reservation about the terms and conditions set out in this Agreement and accordingly the intending Allottee(s) has/have now expressed his/their desire to enter into this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Details of Price Payable for the Said Plot**

1. That the Intending Allottee(s) has/have agreed to purchase from the Company and the Company has agreed to sell to the Intending Allottee(s), Said Plot in the Said Colony as per details given below at the rate of \_\_\_\_\_ per Sq. Mtr. (\_\_\_\_\_ per sq. yd. approx.) being the **Basic Selling Price** (for short referred to as the '**BSP**' for the purposes of this Agreement) exclusive of other payments mentioned in the Payment Plan attached as **Annexure II** to this Agreement.

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

**DETAILS OF PRICING:**

Plot Area : \_\_\_\_\_ sq. mtr. ( \_\_\_\_\_ sq. yd. approx.)

Plot No: \_\_\_\_\_ Block No. \_\_\_\_\_;

Rs. \_\_\_\_\_ per sq. mtr; (Rs. \_\_\_\_\_ per sq. yd approx.)

**Total BSP:** Rs. \_\_\_\_\_

Preferential Location : (subject to the availability and at the discretion of the Company). Preferential location charges ('PLC') for preferential location attributes are described as under:

Preferential Location Attribute(s)	Charges per sq. mtr. (per sq. yd.)
(1) Green facing	10% of BSP
(2) Corner plot	15% of BSP
(3) Corner plot abutting green	20% of BSP
(4) Two sides open	10% of BSP
(5) Facing Commercial	10% of BSP
(6) Facing East direction	15% of BSP
(7) Facing North East direction	15% of BSP
(8) Facing North direction	10% of BSP
(9) 60 mtr. and above wide road in front	15% of BSP
(10) 24 mtr. wide road in front	10% of BSP

PLC shall be applicable and payable by the Intending Allottee(s) for the sum total of each and every applicable attribute mentioned above, in addition to BSP. However, the sum total of all PLCs of all applicable attributes shall not be more than 40% of BSP.

Preferential Location Charges (if applicable) :

- (1) Attribute Code: \_\_\_\_\_ Rs. \_\_\_\_\_ per sq. mtr; (Rs \_\_\_\_\_ per sq.yd. approx)
- (2) Attribute Code: \_\_\_\_\_ Rs. \_\_\_\_\_ per sq. mtr; (Rs \_\_\_\_\_ per sq.yd. approx)
- (3) Attribute Code: \_\_\_\_\_ Rs. \_\_\_\_\_ per sq. mtr; (Rs \_\_\_\_\_ per sq.yd. approx)
- (4) Attribute Code: \_\_\_\_\_ Rs. \_\_\_\_\_ per sq. mtr; (Rs \_\_\_\_\_ per sq.yd. approx)

Total PLC : Rs. \_\_\_\_\_ (Capped at 40% of BSP)

Sale Price (Total of BSP+PLC) : Rs. \_\_\_\_\_

In addition to the Sale Price (BSP and PLC), the Intending Allottee(s) will be liable and agrees to pay:

- a) A Non-refundable Interest Bearing Maintenance Security (hereinafter referred to as **"IBMS"** for the purposes of this Agreement) at the rate of Rs. 598/ per sq. mtr. (Rs. 500/- per sq. yd. approx) payable for the total area of the Said Plot which shall be paid by the Intending Allottee(s) in accordance with the Payment Plan to secure the Intending Allottee(s) obligations towards payment of maintenance bills and shall bear Interest as more elaborately described in clause 13 (b) till it is transferred to any nominee of the Company (including maintenance agency) who may be entrusted with the maintenance work of the Said Colony.
- b) Stamp duty, legal and registration charges etc. shall be extra at actuals.

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)



- c) External Development Charges and Infrastructure Development Charges as and when demanded by Company as per Payment Plan attached as **Annexure II A**, as more elaborately described in Clause 6 of this Agreement.
- d) Infrastructure Augmentation Charges and any other Government levies/Charges as and when demanded by Company as per Payment Plan attached as **Annexure II**, as more elaborately described in Clause 6 of this Agreement.
- e) One time entrance fees for the Community Centre/Club as more elaborately described in clause 3(d) of this Agreement.
- f) Holding charges as more elaborately described in Clause 11(c) of this Agreement.
- g) Late construction penalty as more elaborately described in Clause 12(b) of this Agreement.
- h) Municipal tax, property tax, wealth tax, Service Tax, fees, levies and charges by whatever name called and increases thereof, if considered separately from the Government Charges as described above.
- i) All kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Plot/Said Colony.

## 2. **Mode of Payment**

That the Intending Allottee(s) hereby agrees to make all payments by A/c Payee cheque(s)/Demand Draft(s) payable at **New Delhi/Delhi** drawn in favour of **M/s DLF UTILITIES LTD.**

## 3 **Restrictions on the ownership rights of the Intending Allottee(s), construction activities outside the Said Colony, Community Center/Club etc.**

- (a) The Company has calculated the Sale Price payable by the Intending Allottee(s) for the Said Plot on the basis of the area of the Said Plot only. The Intending Allottee(s) confirms and represents that he/they has/have not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented / given any impression of any kind in any explicit or implicit manner whatsoever, that the Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Plot/outside the Said Colony.
- (b) The Company has made clear to the Intending Allottee(s) that the Company shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/ outside the Said Colony in which Said Plot is located and that the Intending Allottee(s) on being made aware of this fact by the Company has/have confirmed that Intending Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/ them due to such developmental/construction or its incidental/related activities.
- (c) It is made clear by the Company and agreed by the Intending Allottee(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Colony) shall vest solely with the Company and the Company shall have the sole and absolute authority to deal with the same in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Company may deem fit in its sole discretion. It is made clear by the Company to me/us that the Company at any time has not made any commitment or charged any price for the ownership of the Intending Allottee(s) any

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

amenities/facilities which are specifically earmarked by the Company for the Company's ownership, though the Company may permit the occupants of the Said Colony to use such amenities and facilities upon payment of one time fee, entrance fees, subscription charges, security deposit etc. as may be decided by the Company/ management of such amenities and facilities from time to time.

The Company relying on these specific undertakings of the Intending Allottee(s) has agreed to allot the Said Plot and the Intending Allottee(s) confirms that these undertakings shall survive throughout the occupancy of the Said Plot by the Intending Allottee(s), Intending Allottee(s) legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Intending Allottee(s) agree(s) to incorporate these conditions in the sale deed with the subsequent transferee(s).

- (d) In addition to the Sale Price and other charges mentioned in the Agreement, the Intending Allottee(s) shall also be required to pay a one time entrance fee as more clearly described in the Payment Plan **Annexure II** per family and additional entrance fee will be charged for each additional family even if residing in the same Plot for use of Community Centre/Club which may be located anywhere inside or outside the Said Colony. The residents/occupants of the Said Colony shall have an assured membership of the Community Centre /Club subject to payment of aforesaid one time entrance fee. The total number of memberships will be limited to 3 (three) per plot and if more memberships are required in respect of the Said Plot, then the Company reserves the right to review the same in deserving cases and the Company's decision on the grant of additional membership beyond three shall be final and binding on the Intending Allottee(s). The members shall abide by the terms and conditions laid down by the management of the Community Centre/ Club. The Intending Allottee(s) shall be liable to pay for the usage charges in accordance with the usages and services availed by the Intending Allottee(s). The one time entrance fee shall be paid by the Intending Allottee(s) as per the Payment Plan annexed as **Annexure II** to this Agreement. The Intending Allottee(s) shall be required to sign and execute necessary documents for membership of the Community Centre/Club which shall contain terms and conditions of membership and Intending Allottee(s) shall be bound by the same. The one time entrance fee shall automatically extinguish in favour of the Intending Allottee(s) upon sale of the Said Plot by the Intending Allottee(s) and the same shall automatically stand transferred in the buyer's name.

#### 4. Zoning Plan Restrictions

It is abundantly made clear to the Intending Allottee(s) that in the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions including but not limited to, on the number of floors and area to be constructed by the Intending Allottee(s) in each plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Intending Allottee(s) shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Intending Allottee(s) specifically agrees that the Said Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more dwelling units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the Competent Authority. Further the Intending Allottee(s) specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Said Plot/Said Colony as may be applicable from time to time.

It is made clear to the Intending Allottee(s) that it is not permissible to join and make contiguous the plots which are located behind each other and the Intending Allottee(s) hereby undertake(s) to abide by this condition. Similarly it is made clear that it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Intending Allottee(s) that the approval of the building plan(s), occupation certificate etc., shall be at their sole costs and responsibility and the company shall have no role in the same whatsoever.

#### 5. Preferential Location Charges

The Intending Allottee(s) hereby agree(s) to pay in addition to BSP, preferential location charges for preferential

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)



attribute(s) as described in this Agreement and to be paid in a manner and within the time as stated in the Payment Plan attached as **Annexure II**. However, the Intending Allottee(s) has/have specifically agreed that if due to any reason including the change in the layout plan, any of the preferential location attribute(s) get(s) deleted then the Company shall be liable to refund only the amount applicable for such preferential location attribute(s) if already paid by the Intending Allottee(s), without any interest and such refund shall be adjusted in the next pending installment due from the Intending Allottee(s) immediately upon such determination being done. Similarly, if due to any reason including the change in the layout plan, the Said Plot acquires an additional preferential location attribute(s) then the Intending Allottee(s) shall be liable and agrees to pay for such additional preferential location attribute(s) as may be decided by the Company, within 30 days of demand made by the Company.

## 6. Govt. Charges and Taxes

While calculating the Sale Price of the plot, the Company has not taken into account the External Development Charges (for short referred as the “EDC”) and Infrastructure Development Charges (referred to as the “IDC”), and other charges including but not limited to Infrastructure Augmentation Charges (referred to as “IAC”) as levied by Government of Haryana and the Intending Allottee(s) accordingly agree(s) to pay to the Company Govt. Charges (EDC, IDC IAC etc. are collectively herein referred to as Govt. Charges) and all increases thereof as may be levied by the Government of Haryana from time to time and as and when demanded by the Company. The amount payable by the Intending Allottee(s) towards EDC and IDC as presently calculated as per the data available with the Company is stated in the payment plan attached as **Annexure II A** and **Annexure III**. However it is made clear by the Company and understood by the Intending Allottee(s) that this amount is only an estimate based on the data presently available with the Company and will actually be known only when the demand is raised by the Government of Haryana. It is also made clear to the Intending Allottee(s) that all such levies/ increases may be levied by the Government of Haryana with prospective or retrospective effective from the date of licence(s) of the Said Colony. The Company makes it clear that if it is required to pay such levies, EDC, IDC, IAC, interest and other charge etc.; in such prospective /retrospective manner from the date of Licence(s), then the Company shall demand, and the Intending Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Plot bears to the total area of the Said Colony as calculated by the Company. It is made abundantly clear that all EDC, IDC and IAC are solely to the account of the Intending Allottee(s) and the Company shall have no liability in this regard. Further it is made known to the Intending Allottee(s) that the Government of Haryana may also levy other charges at any stage including on the completion of the Said Colony or thereafter the demand for which will be raised by the Company and the Intending Allottee(s) undertake(s) to pay the same on demand to the Company. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Intending Allottee(s) that there could be future levies/ increases in EDC and IDC/IAC during the occupation of the plot and the same shall be charged and the Intending Allottee(s) agree(s) to be liable and pay all such future levies/ increases as and when demanded by the Company and this undertaking by the Intending Allottee(s) shall always survive the conveyance of the Plot in favour of the Intending Allottee(s). The Intending Allottee(s) has/have agreed that having understood this position the Intending Allottee(s) undertake(s) not to default on the payment of such prospective/ retrospective increases in EDC/IDC/IAC and when demanded by the Company. The Intending Allottee(s) specifically recognize(s) that such demand when made will constitute unpaid Sale Price and agree(s) that even if such levies are demanded by the Company after the sale deed is executed in favour of the Intending Allottee(s), the Company shall have lien on the plot to the extent of such unpaid Sale Price and the Intending Allottee(s) hereby confirm(s) that the Intending Allottee(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the plot and / or take all legal measures to recover such unpaid Sale Price upon the Intending Allottee(s) defaulting on such payment.

In addition, the Intending Allottee(s) also agree(s) to pay all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Plot/Said Colony, whether levied, or leviable now or in future, as the case may be from the date of the Application with regard to the area of the plot in the Said Colony prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid Sale Price of the Plot and

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the Company may have lien on the Plot of the Intending Allottee(s) for the recovery of such charges and the Intending Allottee(s) hereby confirm that the Intending Allottee(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the Plot and / or take all legal measures to recover such unpaid Sale Price.

**7. Earnest Money**

The Company and the Intending Allottee(s) hereby agree(s) that the Earnest Money for the purpose of this Plot Buyers' Agreement shall be the booking amount payable at the time of the booking as stated in the Company's Payment Plan attached as **Annexure II**. The Intending Allottee(s) hereby authorise(s) the Company to forfeit this Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes, if any incurred by the Company, etc., in case of non-fulfillment of the terms and conditions herein contained and those of the Plot Buyers' Agreement as also in the event of failure by the Intending Allottee(s) to sign and return to the Company the Plot Buyers' Agreement within 30 days from the date of its dispatch/handing over by the Company to the Intending Allottee(s).

**8. Essence of the Agreement**

The payment on or before due date, of Sale Price and other amounts payable as per the Payment Plan attached as **Annexure II**, as accepted by the Intending Allottee(s) or as demanded by the Company from time to time is the essence of this Agreement.

**9(a) Layout Plan Changes**

The Company has informed the Intending Allottee(s) that the Said Colony is planned to be developed by the Company in accordance with the layout plan sanctioned by the Competent Authority and as may be changed from time to time by the Competent Authority. An approved Layout Plan of the Said Colony is annexed herewith as **Annexure I**. Any changes/modifications/amendments as may be made by the Competent Authority in the layout plan for the Said Colony in future, shall automatically supersede the present approved layout plan attached as **Annexure I** and become binding on the Company and the Intending Allottee(s)

- (b) The Intending Allottee(s) hereby confirm(s) that the Intending Allottee(s) shall have no objection if the Company makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position of the Said Plot, change in the number of the Said Plot, change in the dimensions or change in the area of the Said Plot etc. However, in case of any major alterations/modifications resulting in  $\pm 20\%$  change in the area of the Said Plot, the Company shall intimate to the Intending Allottee(s) in writing the change(s) thereof in the price of the Said Plot. The Intending Allottee(s) agrees to inform the Company in writing, his/their consent or objections to the changes within thirty (30) days from the date of such notice failing which the Intending Allottee(s) shall be deemed to have given his/their full consent to such alterations/ modifications. The Intending Allottee(s) agree(s) that any increase or reduction in the area of the Said Plot shall be payable by the Intending Allottee(s) or refundable by the Company as the case may be at the same rate per sq. mtr. as mentioned in this Agreement.

If the Intending Allottee(s) write(s) to the Company within thirty (30) days of intimation by the Company indicating his/their non-consent/objections to such alteration(s)/modification(s), then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Intending Allottee(s) with simple interest @ 9% per annum calculated from the date of realisation.

**10.(a) Failure to deliver possession due to Government rules, orders, notifications etc.**

If the Company is unable to hand over possession of the Said Plot due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Intending Allottee(s) shall continue to remain with the Company and the Intending Allottee(s) shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Intending Allottee(s) may, if so desires, become a party along with the Company in such litigation to protect Intending Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the

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case may be, it is hereby agreed that this Agreement shall stand revived and the Intending Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable time to the Intending Allottee(s) the amounts received from the Intending Allottee(s) after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Intending Allottee(s) save as otherwise provided herein, the Intending Allottee(s) shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

**(b) Abandonment**

That the Intending Allottee(s) agrees and acknowledges that the Company, in its sole discretion may abandon the development of the Said Colony, without assigning any reason thereof and in such eventuality other than Force Majeure (clause 34) as mentioned herein above, the liability of the Company shall be limited only to refund the amounts received from the Intending Allottee(s) simple interest @ 9 % per annum from the date of realization of such amount by the Company and the Intending Allottee(s) shall have no other claim of any nature whatsoever.

**11(a) Schedule for Possession**

The Company shall endeavour to offer possession of the Said Plot, within twenty four (24) months from the date of execution of this Agreement subject to timely payment by the Intending Allottee(s) of Sale Price, Stamp Duty, Govt. Charges and any other charges due and payable according to the Payment Plan attached as **Annexure-II**.

**(b) Failure of Intending Allottee(s) to take Possession, Holding Charges**

In the event of Intending Allottee(s) failure to take possession of the Said Plot, within 90 (ninety) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Intending Allottee(s) risk and cost and the Intending Allottee(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 150/- per sq. mtr. (Rs. 125/- per sq. yd approx.) on the full area of the Said Plot per month for the entire period of such delay. If the Intending Allottee(s) fail(s) to come forward to take possession of the plot for a period of twenty four (24) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Intending Allottee(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Company.

**(c) Payment of Holding Charges**

The payment of holding charges shall be made by the Intending Allottee(s) prior to the conveyancing of the Said Plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable to any other charges as provided in this Agreement.

**(d) Failure of Company to offer Possession and Payment of Compensation**

In the event the Company fails to offer possession of the Said Plot, within twenty four (24) months from the date of execution of the Agreement then after ninety (90) days from the expiry of twenty four (24) months subject to the Intending Allottee(s) having made all payments as per the Payment Plan attached as **Annexure-II**, and subject to the terms, conditions of this Agreement and barring force majeure circumstances, the Company shall pay compensation only to the first named Intending Allottee(s) and not to anyone else calculated at the rate of Rs. 150/- per sq. mtr. per month (Rs. 125/- per sq. yd. approx. per month) on the full area of the Said Plot which both parties have agreed is just and equitable estimate of the damages that the Intending Allottee(s) may suffer and the Intending Allottee(s) agrees that he/they shall not have any other claims/rights whatsoever. The adjustment of compensation shall be done at the time of execution of the conveyance deed.

**12(a) Completion of Construction by the Intending Allottee(s)**

The Intending Allottee(s) shall complete the construction of the Said Plot within a period of five (5) years from the

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date of offer for possession by the Company to the Intending Allottee(s). In the event of the Intending Allottee(s) failure to complete the construction and obtain a certificate for occupation and use from the Competent Authority within five (5) years from the date of offer of possession by the Company then the Intending Allottee(s) hereby grants right to the Company to resume the Said Plot, refund the monies paid by the Intending Allottee(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Company and resell the Said Plot.

**(b) Late Construction Penalty**

The Company may, at its sole discretion, accede to the written request of the Intending Allottee(s) to extend the construction period but only upon the Intending Allottee(s) paying a late construction penalty to the Company calculated at the rate of Rs. 299/- per sq. mtr. per month (Rs. 250/- per sq. yd. approx. per month) on the full area of the Said Plot per month for the entire period of delay. This penalty may be escalated in case the Company decides to grant further extension beyond 12 months where the delay continues beyond a period of 12 months after the grant of first extension. A provision to this effect will also be incorporated in the Sale Deed. The Intending Allottee(s) agree(s) with the Company that this provision is necessary to be incorporated in this Agreement, and the Sale Deed with a view to develop and habitate the Said Colony.

It is made clear to the Intending Allottee(s) that the holding charges and the late construction penalty are distinct and separate to be payable by the Intending Allottee(s) to the Company.

**13 (a) Maintenance and upkeep of the Said Colony**

The Intending Allottee(s) agree(s) to enter into maintenance agreement with the Company its nominee agency or any other body (hereinafter referred to as '**The Maintenance Agency**') as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Colony until these are handed over to local body or any government agency. It is made clear to the Intending Allottee(s) that the maintenance agency shall render maintenance services only with respect to the common areas falling within the Said Colony but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, horticulture etc. The Intending Allottee(s) undertake(s) to pay the maintenance bills including water charges raised by the maintenance agency for maintaining various services/facilities as described above raised on a pro rata basis from the date of the offer of possession by the Company irrespective whether the Intending Allottee(s) has/have taken possession or is in occupation of the Said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.

**(b) Interest Bearing Maintenance Security (IBMS)**

In order to secure adequate provision of the maintenance services and also to secure the due performance of the Intending Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Intending Allottee(s) agrees to deposit, as per the Payment Plan given in **Annexure-II** and to always keep deposited with the Company/maintenance agency an Interest Bearing Maintenance Security (hereinafter referred to as the "**IBMS**" for the purposes of this Agreement) calculated at the rate of Rs. 598/- per sq. mtr. (Rs. 500/- per sq. yd. approx.) on the full area of the Said Plot carrying simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realisation of the amount by the Company. In case of failure of the Intending Allottee(s) to pay the maintenance bills, other charges on or before the due date, the Intending Allottee(s), in addition to permitting the Company to deny him/them the right to avail the maintenance services, also authorises the Company to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills. In case such accrued interest falls short of the amount of the default, the Intending Allottee(s) further authorize(s) the Company to adjust the principal amount of the IBMS against such defaults. If, due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 598/- per sq. mtr. (Rs. 500/- per sq. yd. approx.) per month on the full area of the Said Plot, then the Intending Allottee(s) hereby undertake(s) to make good the resultant shortfall within fifteen (15) days of demand by the Company. The interest accrued on IBMS will not be paid to the intending Allottee(s) but will be retained as security/adjustment for payment of maintenance bills.

**(c) Increase in Interest Bearing Maintenance Security**

The Company/maintenance agency reserves the right to increase the IBMS from time to time in keeping with the

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increase in the cost of maintenance services and the Intending Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company/maintenance agency. If the Intending Allottee(s) fail(s) to make good the shortfall as aforesaid on or before its due date then the Intending Allottee(s) authorises the Company/the maintenance agency to have first charge/lien on the Said Plot in respect of any such non-payment.

**(d) Transfer of Interest Bearing Maintenance Security**

The Company may transfer to the maintenance agency, the accrued value of the IBMS of the Intending Allottee(s), after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Intending Allottee(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IBMS. The maintenance agency upon transfer of the IBMS or in case fresh IBMS is sought from the Intending Allottee(s) as stipulated hereinabove, reserves the sole right to modify/revise all or any of the terms of the IBMS including but not limited to the amount/interest rate of IBMS, etc.

**14(a) Power Backup**

The Company may provide power back up in/to the Said Colony. The power backup for plot size ranging between 100 to 225 sq. mtr shall be upto 20 KW and for plot size more than 225 sq mtr ranging upto 325 sq mtr shall be upto 25 KW and for plot size above 325 sq mtr upto 30 KW after accounting for an overall suitable diversity of 60%. The power back up may be made available through DG sets of suitable capacity installed within the Said Colony or anywhere else, the ownership of which shall vest with the Company / its nominee (including maintenance agency).

**(b) Charges for Power Backup**

The Intending Allottee(s) would be charged on monthly basis for all the costs of power consumed by him/them (power backup and DHBVNL supply) as indicated in the meter which may be installed by the Company/its nominee/ maintenance agency at the cost of the Intending Allottee(s). The maintenance agency shall charge for the power consumed based on the expenditure incurred for diesel, spares, depreciation, other wear and tear, repairs, other consumables etc.; at cost plus 20% and the same would be billed as a part of the maintenance bill which will also include other maintenance charges for maintenance and upkeep of the said colony as described above. Failure to pay the maintenance bill including the cost of power back up as described above, shall entitle the Company/its nominee (including maintenance agency) to withhold the provision of maintenance services including the back up /electricity supply and the provision to this effect shall also be incorporated in the Sale Deed.

**(c) Bulk supply of Electrical Energy**

In the event the Company (or its nominee) decides to apply for and thereafter receives permission, from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL)/Haryana Electricity Regulatory Commission (HERC) or from any other body/commission/regulator/licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the Said Colony, then the Intending Allottee(s) undertakes to pay on demand to the Company (or its nominee) proportionate share as determined by the Company (or its nominee) of all deposits and charges paid/ payable by the Company (or its nominee) to DHBVNL/HERC any other body/commission/regulatory /licensing authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the Sale Price payable by the Intending Allottee(s) for the Said Plot and the conveyance of the Said Plot shall be withheld by the Company till full payment thereof is received by the Company (or its nominee) from the Intending Allottee(s). Proportionate share of cost, incurred by the Company (or its nominee) for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Intending Allottee(s) on demand. Further the Intending Allottee(s) agrees that the Company (or its nominee) shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Plot till full payment of such deposits and charges is received by the Company (or its nominee). Further in case of bulk supply of electrical energy, the Intending Allottee(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Intending Allottee(s)'s rights to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy. The Intending Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company (or its nominee), from time to time.

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**(d) Generation and/or supply of Power to the Said Colony**

The Intending Allottee(s) agrees and understands that the Company or its agents/subsidiaries associates/affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Colony and any other project/complex which the Company (or its nominee/affiliates) may develop in future. In such an eventuality the Intending Allottee(s) fully concurs and confirms that the Intending Allottee(s) shall have no objection to such arrangement for generating and/or supply of power and the Intending Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Colony directly and the Intending Allottee(s) has noted the possibility of it being to the exclusion of power supply from DHBVNL/ State Electricity Boards (SEBs)/ any other source. The Intending Allottee(s) further agrees that this arrangement could be provided within the Said Colony/future project/colonies by the Company or its agents directly or through the respective association of owners. It is further agreed by the Intending Allottee(s) that the Company (or its nominee/affiliates) or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/ plant as may be considered necessary by the Company (or its nominee/affiliates) in its sole discretion from time to time. The said equipment/ plant may be located anywhere as may be decided by the Company (or its nominee/affiliates) in its sole discretion.

It is further agreed and confirmed by the Intending Allottee(s) that the Company (or its nominee/ affiliates) or its agents shall have the right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Company (or its nominee/affiliates) which may or may not be limited to the rate then charged by the DHBVNL /State Electricity Boards (SEBs). The Intending Allottee(s) agrees and confirms that the Intending Allottee(s) shall pay the amount based on the tariff to the Company (or its nominee/affiliates) or its agents directly for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company (or its nominee/affiliates) or its agents. The Intending Allottee(s) also confirms that the Intending Allottee(s) has understood that such power generating and/or supplying equipment may during its operation cause inconvenience to the Intending Allottee(s) and the Intending Allottee(s) shall have no objection to the same. The Intending Allottee(s) shall be liable to pay the consumption charges during the time of Intending Allottee(s)'s ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale/resale or conveyancing thereof.

**15. Gated Colony and Security**

It is proposed in the layout plan that the said colony shall be a gated colony surrounded by an external walls/fence/grill and manned by an appointed security agency with security systems in place. The Security agency shall be appointed by the company/maintenance agency. It is made clear that the Intending Allottee(s) shall not in any manner breach or cause damage to the external wall/fence/grill surrounding the said colony. In case the Company provides standard design options for individual plot for construction of boundary wall/fence/grill as the case may be and the gate, then the Intending Allottee(s) undertake(s) to choose one of the options and adhere to the same in the best interest of maintaining the aesthetics of the Said Colony.

**16. Registration of Sale Deed**

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

**17. Compliance of the terms of Payment and Interest on Late Payments**

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

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incurred by the Company etc. would be refunded to the Intending Allottee(s) by the Company only after realising such amounts to be refunded on resale of the Said Plot but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Plot for all its dues payable by the Intending Allottee(s) to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee(s) in not making payments as per the Payment Plan attached as **Annexure II**, but on the condition that the Intending Allottee(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15 % per annum and for all periods exceeding first ninety (90) days after the due date @ 18 % per annum with quarterly rests.

**18. Nominations**

It is made clear to the Intending Allottee(s) that the Company shall not permit any nomination till six (6) months from date of booking and payment of monies as stated in the Payment Plan attached as **Annexure II**. However, subsequent to the six (6) months period, the Company may, at its sole discretion, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/ body directions as may be in force, upon receiving a written request from the Intending Allottee(s)/ its nominee, permit the Intending Allottee(s) to get the name of Intending Buyers' nominee substituted in Intending Allottee(s) place subject to such terms, conditions and charges as the Company may impose. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment. It is specifically made clear to the Intending Allottee(s) that, as understood by the Company, at present there are no executive instructions of the Competent Authority(ies) to restrict any nomination/transfer/assignment in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Agreement to restrict nomination/transfer/assignment of the Said Plot by any authority, the Company will have to comply with the same and the Intending Allottee(s) has/have specifically noted the same.

**19(a) Company's right to raise finance**

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

**(b) No objection certificate from the Banks and Financial Institutions for execution of Sale Deed**

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

**20. Indemnification**

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

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

That the Intending Allottee(s) confirms that he/they has/have entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s) granted by the Director General Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director General Town and Country Planning, Government of Haryana, in this

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regard and that the Intending Allottee(s) has familiarised himself/themselves with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the Company.

**22. Cancellation of Licence**

That the Intending Allottee(s) confirms that he/they has/have satisfied himself/themselves about the competency of the Company to undertake the development, marketing and sale of the Said Plot(s) in the Said Colony and that he/they has/have fully understood all limitations and obligations in respect of it and there shall not be any further investigation or objection by the Intending Allottee(s) in this behalf. If for any reason whatsoever, the licence(s) to establish the Said Colony or any part of it granted to the Company hereinabove mentioned, is or are cancelled by any authority, then the Company shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Intending Allottee(s) in pursuance of this Agreement shall continue to remain with the Company and the Intending Allottee(s) shall not require of the Company the specific performance of the terms of this Agreement and this Agreement shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation order becoming final, if any compensation is paid or promised by the Authorities then Intending Allottee(s) will be entitled to claim and receive from the Company along with other Intending Allottee(s) such compensation on pro rata basis as and when the same is finally determined and received by the Company. If no compensation is paid or promised to be paid then the Company shall refund to the Intending Allottee(s) the amount(s) paid by him/them in four equal yearly installments without any interest, less the pro-rata expenses incurred by the Company for development of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Company. Save as aforesaid, the Intending Allottee(s) will have no other claim of any nature whatsoever against the Company.

**23. Compliance with Foreign Exchange Management Act (FEMA), 1999**

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

**24. Notices and Communications**

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

**25. Appropriation of Sale Price**

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

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)



**26. Binding Effect**

That the execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company Office in New Delhi after the copies duly executed by the Intending Allottee(s) are received by the Company. Hence this Agreement shall be deemed to have been executed in New Delhi even if the Intending Allottee(s) has prior thereto executed this Agreement at any place(s) other than New Delhi.

**27. Payment of Taxes**

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

**28. Ownership with the Land Owners and exclusive possession with the Company till the execution of Sale Deed**

That the Intending Allottee(s) agrees that unless a sale/conveyance deed is executed in his/their favour, the Land Owners shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the Said Colony and this Agreement shall not give any right, title or interest in the Said Plot to the Intending Allottee(s).

**29. Provisions Binding on future Buyers/Assignees**

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future Buyers/assignees of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes, subject to the provisions mentioned in clause 18 herein above.

**30. Execution of other Documents/Instruments**

That the Intending Allottee(s) and the persons to whom the Said Plot is transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**31. Company's Lien**

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

**32. Clear Title**

That, subject to the Intending Allottee(s) timely fulfilling all his/their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Plot in favour of the Intending Allottee(s).

**33. Right to join as an affected party**

That the Intending Allottee(s) agree(s) that the Company shall have right to join as an affected party in any appropriate court if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Intending Allottee(s) is a party. The Intending Allottee(s) agrees to keep the Company fully informed at all times in this regard.

**34. Force Majeure**

It is agreed between the parties that the sale of the said plot is subject to force majeure condition which shall mean

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

If the possession of the Said Plot is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Plot. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient, the Intending Allottee(s) agrees and consents that the Intending Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

The Intending Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Company shall be to refund the amounts without any interest or compensation whatsoever. The Intending Allottee(s) agrees that the Intending Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement

**35. Supercession of the Application upon execution of this Agreement**

It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in this Agreement shall supersede the terms and conditions as set out in the Application.

**36. Waiver not a limitation to enforce**

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

**37. Captions/Headings**

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

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)

**38. Laws of India**

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

**39. Brokerage**

That in case the Intending Allottee(s) has/have to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee(s) whether in or outside India for acquiring the Said Plot for the Intending Allottee(s), in that event the Company makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Sale Price agreed to be payable to the Company for the Said Plot. Further the Intending Allottee(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

**40. Execution of Agreement**

That two copies of this Agreement shall be executed and the Company shall retain the original and a copy of this Agreement shall be sent to the Intending Allottee(s) for his/their reference and record.

**41. Entire Agreement**

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

**42. Joint Allottee(s)**

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

**43. Certain References**

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

**44. Right to amend terms and conditions**

The Intending Allottee(s) agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Intending Allottee(s).

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

**45. Dispute Resolution by Arbitration**

All or any disputes arising out or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through 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 proceedings shall be held at an appropriate location in DLF City, Gurgaon, Haryana by a sole arbitrator who shall be appointed by the Company. The Intending Allottee(s) hereby confirms that the Intending Allottee(s) shall have no objection to such

X.....  
(Sole / First Applicant)

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(Second Applicant)

appointment by the Company or have any doubts about the impartiality of the sole arbitrator, appointed by the Company. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Intending Allottee(s) (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

In the presence of :

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED \_\_\_\_\_

For and on behalf of Company \_\_\_\_\_

at \_\_\_\_\_ on \_\_\_\_\_

(Authorised Signatory)

In the presence of:

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

X.....  
(Sole / First Applicant)

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(Second Applicant)

2.      Signature\_\_\_\_\_

            Name\_\_\_\_\_

            Address\_\_\_\_\_

            \_\_\_\_\_

**ANNEXURES**

- |    |              |   |
|----|--------------|---|
| 1. | ANNEXURE I   | LAYOUT PLAN OF THE SAID COLONY          |
| 2. | ANNEXURE II  | PAYMENT PLAN                            |
| 3. | ANNEXURE IIA | CALCULATION OF EDC/IDC                  |
| 4. | ANNEXURE III | SCHEDULE OF GOVERNMENT CHARGES RECOVERY |

X.....  
(Sole / First Applicant)

X.....  
(Second Applicant)



## LAYOUT PLAN OF THE SAID COLONY



**ANNEXURE - I Cont.**

**DETAILS AS PER DGTCP REQUIREMENTS :**

1. No. & date of Licence	59 of 2011 dated 28.06.2011 (101.218 acs) 14 of 2012 dated 27.02.2012 ( 62.956 acs)
2. Type of colony & area	Residential Plotted Colony measuring 164.174 acres
3. Licencee	DLF Utilities Ltd.
4. No. & date of the approved Layout plan	DG,TCP-3050 dated 28.02.2012
5. Total no. of plots	General = 647, Npnl = 318, Ews = 297
6. Community site	4 Nursery Schools, 2 Primary Schools, 1 High School, 1 Community Centre, 3 Nursing Homes, 2 Commercial Sites, 1 Dispensary, 1 Religious Building, 1 Crèche,
7. Name of the Colony	DLF Garden City, Gurgaon

**NOTE :** All approvals are available and can be checked at the Sales Office at  
DLF Centre, Ground Floor, Sansad Marg, New Delhi-110001

The Layout Plan shown in the Agreement is tentative and subject to change by the company or by the competent authorities, as the case may be from time to time, subject to necessary approvals.

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(Sole / First Applicant)

X.....  
(Second Applicant)

## ANNEXURE - II

### PAYMENT PLAN

Basic Selling Price (BSP)	As applicable
Preferential Location Charges (PLC)	As applicable
Sale Price	BSP+PLC
Down Payment Rebate	8.25% of Sale Price
Government Charges	Rs. 4750/- per sq. mtr (Rs. 3972/- per sq. yd** approx)
Interest Bearing Maintenance Security (IBMS)	Rs. 598/- per sq. mtr (Rs. 500/- per sq. yd** approx)
Community Centre/Club Charges	Rs. 2 lacs per family (refer to clause No. 4D) (Maximum memberships on a plot-3 nos.)

### DOWN PAYMENT PLAN

On Application for Booking	Rs. 12 Lacs for plots upto 420 sq. yds.** Rs. 15 Lacs for plot above 420 sq. yds. **
Within 45 days of Booking	95% of Sale Price + 10% of Govt. Charges* (Less : Down Payment Rebate of 8.25% & Booking Amount)
On Offer of Possession	5% of Sales Price + IBMS + Community Centre / Club Charges + Registration & Stamp Duty and other charges, if any

### INSTALLMENT PAYMENT PLAN

On Application for Booking	Rs. 12 Lacs for plots upto 420 sq. yds. ** Rs. 15 Lacs for plots above 420 sq. yds. **
Within 2 months of Booking	20% of Sales Price (Less booking amount)+10% of Govt. Charges*
Within 4 months of Booking	15% of Sales Price
Within 6 months of Booking	10% of Sales Price
Within 9 months of Booking	10% of Sales Price
Within 12 months of Booking	10% of Sales Price
Within 15 months of Booking	10% of Sales Price
Within 18 months of Booking	10% of Sales Price
Within 21 months of Booking	10% of Sales Price
On offer of Possession	5% + IBMS + Community Centre/Club Charge+Registration & Stamp Duty and Other Charges, if any

Notes :

1. Prices and Payment Plan indicated above are w.e.f. 01.03.2012 and are subject to revision for time to time at the sole discretion of the Company.
  2. Service Tax/any other tax, if applicable, would be payable by the Applicant(s) as per demand.
  3. Government Charges include External Development Charges, Infrastructure Development Charges, Infrastructure Augmentation Charges, any other charges.
- \* Balance 90% of Government Charges are payable in installments as elaborated in Annexure III i.e., 10% of Govt. Charges with the second installment and balance in installments, as elaborated in this "Agreement". and to be completed with other payments payable "On offer of Possession".
- \*\* 1.196 Sq. yd=1 Sq. Mtr.

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(Sole / First Applicant)

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(Second Applicant)



## ANNEXURE - II A

### CALCULATION OF EDC/IDC

#### GARDEN CITY PLOTS' EDC / IDC CHARGEABLE

1.03.2012

R = 0

SNO	LICENCE NUMBER	AREA	EDC / IDC PAYABLE	YARDAGE ACHIEVED
		(acs)	( With Interest)	( Sqm)
			(Crs)	
1	59 of 2011	101.218	93.85	183167
2	14 of 2012	62.956	57.89	122745
	<b>TOTAL</b>		<b>151.74</b>	<b>305912</b>

UNDETERMINED USE AREA

12.97

acs

Assuming Plotted Yardage of 52% ( excluding commercial component)  
shall eventually be achieved on 50% of the undetermined use area.

13647

Sqm

TOTAL YARDAGE

**319558**

Sqm

EDC / IDC RATE / SQM

**4748**

SAY

**RS 4750 / Sqm**

EDC / IDC rate shall be fine tuned at the time of approval of Zoning Plan.

X.....  
(Sole / First Applicant)

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(Second Applicant)

### ANNEXURE - III

#### SCHEDULE OF GOVERNMENT CHARGES RECOVERY

(Licence No 14 of 2012 , 62.956 acres)

SNO	SCHEDULE	UOM	TOTAL EDC/IDC	%
1	Down Payment Plan : within 45 days of booking Installment Payment Plan : within 2 months of Booking	per Sqm	475	10
2	27 Aug'12	per Sqm	950	20
3	27 Feb'13	per Sqm	523	11
4	27 Aug'13	per Sqm	523	11
5	27 Feb'14	per Sqm	2280	48
	TOTAL PAYABLE	per Sqm	<b>4750</b>	<b>100</b>

NOTE:

- (1) Government charges could be revised by the Government of Haryana/competent authorities. In the event of such a revision, the above schedule shall consequently be revised.
- (2) Above schedule does not include the recovery of Infrastructure Augmentation Charges (IAC), which will be demanded by the company and payable by the intending allottee(s) as and when the same is demanded by the Government of Haryana.
- (3) All adjustments shall be made at the time of final installment.

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(Sole / First Applicant)

X.....  
(Second Applicant)

PREPARED BY.....

LEGAL DEPTT.....

CHECKED BY.....

BROKER NAME, IF ANY.....

AUDITED BY.....

