



***Tarang Divine City Phase-2 Extension***

**Vrindavan, Distt.-Mathura, U.P**

**RERA REGISTRATION NO.:**

**PLOTS BUYER'S AGREEMENT**

**FOR PLOT NO:** \_\_\_\_\_

**In Favor of** \_\_\_\_\_

\_\_\_\_\_

**BUILDER BUYER AGREEMENT**

This agreement along with executed at Faridabad (Haryana) on \_\_\_\_ day of \_\_\_\_\_ 20....

**BETWEEN**

**M/S TARANG INFRATECH PVT. LTD.** a company incorporated under the Companies Act, 1956 having Regd. Office at Plot No-27, Second Floor, Street No-2 Dichaon Road, Najafgarh, New Delhi, South West Delhi, DI-110043, HEAD OFFICE AT TARANG HOUSE, PLOT NO -61 SECTOR-11, DLF, FARIDABAD(Haryana) being the LAND OWNER/BUILDER [acting through its duly authorized Signatory Sh. .... (Aadhar No.-- ----- vide its Resolution dated- ----- passed by company board of directors] hereinafter referred to as 'Seller', which expression unless repugnant to context or subject shall mean and include its successors, agents, assigns and representatives.

**AND**

Mr./Ms \_\_\_\_\_ NA \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ NA \_\_\_\_\_ PAN \_\_\_\_\_ NA \_\_\_\_\_) S/W/D of  
Sh. \_\_\_\_\_ NA \_\_\_\_\_ R/O \_\_\_\_\_ NA \_\_\_\_\_  
\_\_\_\_\_

Co-Applicant:

Mr./Ms \_\_\_\_\_ NA \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ NA \_\_\_\_\_ PAN \_\_\_\_\_ NA \_\_\_\_\_) S/W/D of  
Sh. \_\_\_\_\_ NA \_\_\_\_\_ R/O \_\_\_\_\_ NA \_\_\_\_\_  
\_\_\_\_\_

(hereinafter jointly or individually buyer, as the case may be, referred to as the “**Purchaser**”, which expression shall unless repugnant to the context or subject shall mean and include his/her/their successors, heirs, executors, administrators, legal representative and permitted assign.

**WHEREAS:** The builder **M/S TARANG INFRATECH PVT. LTD.** is the absolute and undisputed lawful owner in possession of land bearing Khata No.00749, Khasra No. 1887 Area measuring 0.1420 Hectar Lagani situated at Mojja-Jait, Tehsil & district Mathura (U.P.) according to the registered sale deed bearing its document registration no. 9353 dated 22-04-2024 pasted in zild no.19137 on page no.245 to 258 which is registered in the office of Sub-Registrar Sadar-Ist , Mathura (U.P.) and Khata No.01040, Khasra No. 1888 Area measuring 1.39033 Hectar Lagani situated at Mojja- Jait, Tehsil & district Mathura (U.P.) according to the registered sale deed bearing its document registration no. 9352 dated 22-04-2024 pasted in zild no.19137 on page no.231 to 244 which is registered in the office of Sub-Registrar Sadar-Ist , Mathura (U.P.) **RERA REGISTRATION NO-**

**AND WHEREAS** the Seller is developing a Residential Project named “**TARANG DIVINE CITY PHASE-2 EXTENSION**” (hereinafter referred to as “said project”) at Jait, Vrindavan, Mathura (U.P.) in accordance with License issued by Mathura Vrindavan Development Authority (hereinafter referred to as ‘MVDA’).

**AND WHEREAS** purchaser(s) has satisfied himself /herself with lay-out plans of said project, ownership record of Land, License granted by MVDA and other documents pertaining to said land/project. Purchaser(s) has agreed that there shall be no further investigation/objections. by him/her in this regard and that he/she is fully satisfied in all respects, with regard to the right, title and interest of the seller in the said land.

**AND WHEREAS** Purchaser(s) had applied to Seller for allotment to purchase a Residential Plot in above said project.

**AND WHEREAS** the Purchaser (s) has confirmed that seller has provided information, clarifications as required by him/her. Purchaser(s) further confirms that he/she has not relied upon and is not influenced by the architect’s plans, sale plans, sale brochures, advertisements, representations, warranties, statements, estimates of any nature whatsoever, whether written or oral, made by Seller or independent sales organizers or otherwise including but not limited to any representations relating description or physical condition of the Plot or the size or dimensions of the Plot or any of physical characteristics thereof, the services to be provided to the Purchaser(s), the estimated facilities/amenities to be made available to the Purchaser(s) or any other data except as specified represented in this agreement.

**AND WHEREAS** Purchaser (s) has confirmed to the Seller that he/she is entering into this builder buyer agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Residential Plot and that he/she has/have clearly read and understood his rights, duties, responsibilities and obligations under each and every clause of this agreement.

**AND WHEREAS** seller, relying on the confirmations, representations and assurances of the Purchaser(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Agreement, has accepted in good faith his/her Application and is now willing to enter into this builder buyer Agreement on the terms and conditions contained herein set forth hereinafter in this Agreement. The Purchaser(s) shall use and occupy the Plot solely for Residential purposes and for no other purpose.

**AND WHEREAS** it is specifically clarified by the Seller and accepted by the Purchaser(s) that the Layout Plan of the Plots which forms the basis for calculation of size and the sale consideration of plot under this Agreement in all respects and the competent authority issues the occupation certificates of the said project.

**AND WHEREAS** Purchaser(s) has approached the Seller for the allotment of a residential Plot and the Seller has agreed to allot the same on the terms and conditions mentioned herein below.

**AND WHEREAS** Purchaser(s) has represented and warranted to the Seller that he/she is legally competent and have the power and authority to enter into and perform this builder buyer agreement.

**AND WHEREAS** Seller has now agreed to allot and sell the Plot on terms and conditions as appearing hereinafter. [The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.]

[Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms, partnership, institutions, companies and bodies corporate and unincorporated.]

**NOW THIS INDENTURE WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

**1. Consideration and Other Charges:**

1.1 The forgoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.

1.2 The Seller has agreed to sell/allot and the Purchaser(s) has agreed to purchase the residential **PLOTS No- -----**, measuring area \_\_\_\_\_ **Sq.Yards**, Direction as given below-:

**North side:** \_\_\_\_\_,

**South side:** \_\_\_\_\_,

**East side :** \_\_\_\_\_,

**West side:** \_\_\_\_\_,

In "**TARANG DIVINE CITY PHASE-2 EXTENSION**", which is hereinafter referred to as 'said Plot'. Lay out plan of said Plot area stated herein. As per payment plan herewith/hereinafter the basic Cost of said Plot is **Rs \_\_\_\_\_/-** in (words) \_\_\_\_\_, the basic cost of the said Plot to be paid by the Purchaser in the manner set out in the payment plan. Purchaser(s) also agreed and understand that all plans and specifications of said Plot are tentative, which are subject to change/alter as per directions of competent authority or as per discretion of company or its architects.

1.3 Total Basic Price and other charges whatsoever applicable and payable by the purchaser(s) for the said Plot are as per payment plan.

1.4 It is made clear that apart from basic sale price as per payment plan, purchaser(s) will have to pay the charges for External Development Charges (EDC) & Infrastructural Development Charges (IDC) at applicable rates (including escalations, if any); Preferential Location Charges (PLC), Club Charges, Interest Free Maintenance Security, other administrative charges, Stamp Duty, conveyance deed and registration charges, Service Tax and other applicable Taxes which will be declared by seller and shall be payable additionally by the purchaser(s) to the seller as and when demanded by seller.

1.5 The Purchaser has been duly informed that the EDC/IDC has been paid by the seller at the interim rates demanded by the **MVDA** who has reserved its right to recover the EDC at the finalized rates as and when determined by the **MVDA**. The Purchaser undertakes to pay the enhanced charges of EDC/IDC to the seller (if any) of said Plot as and when the same is demanded from the Purchaser by the Seller.

1.6 The seller hereby confirm that while arriving at the present sale consideration seller has considered the taxes, levies and charges payable to the state Government/ Central Government local bodies. However, it has been specifically agreed by and between the parties herein that any incidence of tax whatsoever including VAT, Service Tax or statutory demands or increase on such account, even if it is retrospective in effect, shall be borne by the Purchaser of said Plot. The Purchaser undertakes to pay such proportionate amount, if any, within 15 days on the demand by the Seller.

1.7 "Earnest Money" shall constitute 10% of the Basic Sale Price of the said Plot as stated hereinabove.

1.8 The Purchaser(s) has agreed to pay the basic sale price besides other payments/ charges as per the payment plan. The total basic sale consideration along with other charges mentioned above shall constitute the "Total Sale Consideration".

1.9 All the payable amount shall be paid by the Purchaser(s) in favor of "**M/s Tarang Infratech Pvt. Ltd.**" through Local Cheque/Demand Draft, NEFT, RTGS etc. at Faridabad/New Delhi.

1.10 All Transfer charges, legal expenses, incidental expenses including the stamp paper and registration charges for the execution and registration of the Sale Deed of the said plot would be borne and paid by the Purchaser (s) to the seller as and when demanded by the seller.

1.11 The Seller shall send call/demand notices to sole/first purchaser for payment of installments. The call/demand notices shall be sent by Speed Post/Courier and shall be deemed to have been received by the Purchaser(s) within 05 days of its dispatch by the Seller. The Purchaser (s) shall be liable to make payment of the amount demanded to the seller within the time prescribed in the Demand Notice.

1.12 In every case of default in making payment of any installment, irrespective of the type of Payment Plan, purchaser(s) shall be liable to pay interest @ **18% per annum** for the period of delay up to three months and thereafter @ 24% per annum where the delay is more than three months. However in case any of the installment remains due for a period of more than 2 (two) months seller shall have the right to cancel the present agreement as well as allotment and forfeit the said earnest money.

1.13 The Purchaser(s) hereby understands, agrees and expressly permits the Seller to appropriate all payments made by the Purchaser(s) at the sole discretion of the Seller, first of all against the outstanding interest and thereafter to appropriate the remainder; if any, against the arrears of installments and finally the remaining amount if any, towards current installment.

1.14 The amount received from the Purchaser(s) towards the sale price of the said Plot may be appropriated by the Seller in its sole discretion in any head of the account and the appropriation so made shall not be questioned by the Purchaser(s).

1.15 The purchaser(s) has no right to claim any refund out of the amount paid towards the cost and other charges recovered by the seller irrespective of the actual cost incurred by the Seller of the Plot and irrespective of the actual amount paid/payable by the Seller to the **UP Government** on account of External Development charges, Infrastructure & Developmental charges and electric connection charges and other costs miscellaneous items. The seller is also not liable to render any account in respect of the same.

1.16 The additional cost due to any escalation caused by any new levy or fresh incidence of tax of any nature whatsoever or VAT or service tax or due to any statutory obligation cost on the seller, the cost of the same shall be borne by the Purchaser(s) on pro-rata basis.

1.17 That the above agreed total sale consideration of the Plot covers the pro-rata cost of development of internal services, such as laying of tarmac roads, laying of sewer, storm-water drainage, horticulture within the peripheral limits of the project as per the specification and norms prescribed by the competent/statutory authority/MVDA . “Development Charges” or “DC” shall mean the amount charged by the Company from the purchaser/applicant(s) towards the payment of External Development Charges (EDC) and Infratech Pvt. Development Charges (IDC) as presently charged by the MVDA or the Government of UP and cost of such other development works as may be undertaken by the Company within said project which are not charged specifically anywhere else. However, the Seller reserves rights to do acts for the betterment of the specifications of internal services and in that event any increase in the cost, shall be to the account of the purchaser(s). The final amount of Development Charge shall be determined upon finalization of EDC by the Government. Increased DC if any, shall be paid by the Purchaser (s) to the Seller on demand without any objection and/or protest.

1.18 Seller shall provide internal services within the said project, which interalia include (i) laying of roads, (ii) laying of water lines (iii) laying of sewer lines (iv) laying of electrical lines, which shall be maintained by Plot purchaser(s) either themselves or through Maintenance Service Provider at the cost of Plot purchaser(s). However, it is understood that external or peripheral services such as, water lines, sewer lines, storm water drains, roads, electricity, horticulture are to be provided by the Government or the concerned Local Authority up to the periphery of said project. If there is any delay on the part of Government or Local Authority to provide said infrastructural facilities, purchaser(s) shall not hold seller responsible for the same. Notwithstanding anything contained in this agreement, seller’s liability to offer possession of said Plot to purchaser(s) shall begin only after expiry of six months from the date of availability of all the aforesaid infrastructural facilities, which are to be provided by Government/local authority.

## **2. Due Diligence**

The purchaser(s) has carried out due diligence to his entire satisfaction relating to the right, title and interest of the seller with respect to the said plotted project after going through the ownership record(s), inspection of site/project and other related matters to confirm the competence of the seller to convey the said Plot. It is hereby understood and agreed that upon signing of this Agreement, the purchaser(s) is deemed to have completed all due diligence to his entire satisfaction and shall not raise any objection in this regard after the signing of this Builder Buyer Agreement.

### **3. Possession:**

3.1 Subject to above mentioned clauses herein or any other circumstances not anticipated and beyond the control of seller and any restraints/restrictions from any courts/ authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of total Sale consideration and stump duty and other charges and having complied with all provisions, formalities, documentation etc, as prescribed by the seller, whether under this Agreement or otherwise, from time to time, the seller proposes to hand over the possession of the above said Plot to the purchaser(s) after full & final payment of the said plot to the seller or at the time of execution and registration of conveyance deed/sale deed of the said plot in favor of purchaser.

3.2 If at any time during the course of development of said project or part thereof, purchaser(s) of said Plot in said project defaults in paying the amount of their due payment according to the payment plan, irrespective of seller's right to receive interest on defaulted amount for delayed period as mentioned in clause 1.12 from the purchaser.

3.3 The Purchaser(s) shall only be entitled to the possession of the said Plot after making the full & final payment of the sale consideration and other charges as payable under the Agreement. Under no circumstances the possession of the said Plot shall be given to the Purchaser(s) unless all payments in full along with interest due if any have been made by the Purchaser(s) to the seller in accordance with this agreement.

3.4 Subject to remittance and adherence to the terms and conditions of this Agreement by the Purchaser(s) and subject to above mentioned clauses herein, if the seller fails to offer possession of said Plot within the period mentioned in clause 3.1 it shall be liable to pay to the purchaser(s) compensation calculated @ Rs. 5/- (Rupees five only) per sq. yard on the total area of the said Plot for every month of delay thereafter until the actual handing over the possession of the said plot.

3.5 The Purchaser(s) agrees that if after receiving the written notice for offer of possession from the seller, the Purchaser(s) fails, ignores or neglects to take the possession of the said Plot within period of 30 days from the date of Notice for offer of possession, then notwithstanding any other provision contained herein, the purchaser(s) shall be liable to pay charges equivalent to Rs. 5/- (Rupees Five Only) per month per sq. yard on the total area of the said Plot hereinafter referred to as "Plot Holding Charge" and the said Plot shall remain at the risk and cost of the purchaser(s). The Plot Holding charge shall be a distinct charge in addition to the maintenance charge and not related to any other charges/consideration as provided in this Agreement and the same shall be determined by the seller until the Purchaser(s) has taken the actual physical possession of said Plot. The Purchaser(s) shall also be liable and responsible for payment of other statutory charges for which the Purchaser(s) shall be liable to pay to the Seller/nominees/any government or local authority.

3.6 The purchaser(s) upon taking the possession of the said Plot, purchaser shall have no claim against the seller in respect of area of said Plot for any reason whatsoever.

3.7 Further, the purchasers agrees that in the event of his failure to take over the possession of the said Plot within the time given by the seller in its notice, purchaser shall have no right to claim against the seller in respect of said Plot for any reason whatsoever.

### **4. Termination, cancellation and forfeiture:**

4.1 That the timely payment of each installment as per the payment plan is the essence of this agreement. It will be incumbent on the part of purchaser(s) to comply with all the terms of payment and other term and condition of sale, failing which the agreement is liable to be terminated/ cancelled at the sole discretion of the seller. In case payment of any installment as specified herein is delayed, the purchaser(s) shall pay late payment charges/interest as stated above until the date of actual payment thereof. The purchaser(s) shall have to make the payment of dues along with interest/late payment charges within **60 days** of the demand fallen due. However if the purchaser(s) fails to pay the any of installments with interest within **60 days** from the due date of outstanding amount, the seller may at its sole discretion forfeit the entire amount of earnest money and other charges including the late payment charges and interest deposited by the purchaser(s) and in such an event this agreement shall stand, cancelled/terminated and the purchaser(s) shall be left with no right title, lien or interest on the said Plot, thereafter the seller will be free to sell the said Plot to any other person. The amount if any paid over and above the earnest money shall be refunded to the purchaser(s) without interest but after deduction of interest accrued on the delayed payments, and the late payment, charges if any paid or due from the purchaser(s)

4.2 Further it has been agreed between the Parties that in case the Purchaser(s) commits any breach of his undertaking contained herein for any reason whatsoever then the seller shall be entitled to terminate this Agreement forthwith and after arranging resale of the said Plot and refund the balance amounts already paid by the Purchaser(s) to the seller without interest after forfeiting and deducting the Earnest money and other costs. The seller shall refund the balance amount to the Purchaser(s) within 45 days after resale of the said Plot. Upon such Termination, this Agreement shall stand cancelled and the Purchaser(s) shall be left with no rights, title or interest in the said Plot and the seller shall be free to deal with the said Plot with other person in any manner whatsoever in its sole discretion.

4.3 The Purchaser(s) shall not have any right to cancel this agreement of his own accord., for any reason whatsoever save and except on frustration of this agreement on account of the clear and unambiguous failure of the warranties of the seller. In such a case the Purchaser(s) shall be entitled to a refund of the installments actually paid by him without any interest thereon.

## **5. Transfer/Nomination:**

5.1 The Purchaser(s) shall have a mere contingent right to transfer his rights here under for the said Plot in the name of his nominee(s) at any time prior to making the full payment for the said Plot and subject to the absolute discretion of the seller granting or refusing such permission and also subject to the conditions/ compliances as may be required to be fulfilled by the Purchaser(s) as a pre condition for such permission including but not limited to the execution of a fresh agreement by the nominee(s) of the Purchaser(s) with the seller submitting of all requisite documents and payment of administrative charges as applicable for the time being in force as per policy of the seller and furnishing all such affidavits, undertakings, Indemnity bonds and other documents as may be deemed necessary by the seller for granting Such permissions

5.2 In any case, every such application for substitution of the name of the nominee(s) of the Purchaser(s) in its place shall not be entertained unless it is in writing in the format prescribed by the seller and made prior to receipt of the full consideration by the seller and accompanied by such administrative charges as may be applicable as per prevailing policy of the seller.

5.3 That the transfer/nomination of the said residential Plot wherein either the full payment of total Sale Consideration has already been made or agreed schedule of payment of installments is over shall be allowed only after execution of conveyance Deed/sale deed and the seller will charge an administrative fee as may be decided by it for effecting changes/entries in its records.

5.4 In all other cases, as stated herein above wherein full payment of the total sale consideration of the Plot has not been made/Schedule of payment of installments is not yet over transfer charges shall be levied as decided by the seller and the transfer will be effective in the manner and as per procedure formulated in this regard by the seller. It is specifically conveyed by seller and has been duly understood and agreed by the Purchaser(s) that seller shall not allow any transfer/ nomination until or unless the Purchaser(s) deposited or paid at least **35%** of total basic sale consideration with the seller.

5.5 In the event of nomination of any person as the nominee(s) of the Purchaser(s), such person as nominee(s) shall abide by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect. However, claims or disputes between the Purchaser(s) and Nominee will be settled between them and the seller will not be a Party to the same. The Purchaser(s) shall be solely responsible and liable for the legal, monetary or any other consequences that may arise from such nominations, In case there is an executive instruction or statutory declaration to the effect which restricts the nomination/transfer/ assignment of the said Plot, the seller as well as the Purchaser(s) shall be bound to comply with such statutory/executive regulation/directions.

## **6. Statutory Taxes, Maintenance charges and other Dues:**

6.1 The purchaser(s) shall from the date of execution of this agreement, always be responsible and liable for the payment of all taxes, levies, cess, charges, assessments, external Development charges, municipal taxes, Property Tax, Development Tax, VAT, Service tax or any fresh incidence of tax, whether levied or livable in future, by the competent Authority, and any other statutory charges etc. including enhancement of such taxes by the government, even if they are retrospective in effect (hereinafter referred to as the "Statutory Dues") as may be levied on the said Plot (hereinafter referred to as the "proportionate Dues"). In case any tax, charges, cess etc is levied after the execution of the Sale/Conveyance Deed, The same shall be payable by the purchaser(s). All such amount shall be payable on demand, as the case may be either to the seller or its designated/nominate maintenance agency (hereinafter referred to as the said

“Maintenance Service Provider”), the maintenance agency designated by the seller to provide maintenance/administration services in the said project upon completion as mentioned in this Agreement.

6.2 In addition to the EDC, as mentioned hereinabove, the MVDA or any other authority, with a view to recover the cost of development with regard to state/ National Highways, transport, irrigation facilities, power facilities, etc. may impose/levy additional levy(ices), fees, chess, charges etc. in the nature of Infratech charges and or by whatever name called either existing or livable in future and in the event, the purchaser(s) agree to pay the same either directly to the concern authorities or if paid by the seller or demanded from the seller, the purchaser(s) shall pay the same to the seller. In case such IDC are levied/ demanded by the government from the seller with retrospective effect, the purchaser(s) shall be liable to pay the sum on demand being raised by the seller as state hereinabove. In case the conveyance deed has already been executed in favor of the purchaser(s) by the seller and the demand of IDC has been made by the concerned authority after the execution of the such conveyance deed, then in that event the demand made by the seller on the purchaser(s) shall be treated as unpaid sale price of the said Plot and the seller shall have first charge and lien on the said Plot to the extent of such unpaid amount till such amount is paid to the seller.

6.3 In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the seller shall, upon completion of the said project hand over the maintenance of common facilities and Infratech. (such as parks, green areas, roads, common areas, garbage collection and disposable facilities for lighting, water, security, waste management, gardening etc.) in the said project including the land, to the maintenance services provider. The purchaser(s) hereby agrees and undertakes to execute the maintenance services agreement (“Maintenance Agreement”) in the standard format prescribed by the maintenance service Provider/seller, which is applicable to all the Plot owners and purchaser(s) shall also pay interest free maintenance security. Due executions of the Maintenance Agreement shall form the condition precedent to handing over the possession and/or conveyance if the said Plot. The purchaser(s) further undertake to pay maintenance charges as may be applicable by the seller /maintenance service provider within **30 days** of the date of offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the maintenance agreement and to pay promptly all the demands, bills, charges as may be raised by the maintenance service provider from time to time. Refusal to execute the maintenance agreement by the purchaser(s) shall also entitle the seller to terminate the present Agreement and forfeit the earnest money.

6.4 The security deposit for the electric connection and connection charges are not included in the consideration of the said Plot determined herein and the same shall be paid by the purchaser(s) as and when demanded by the seller or maintenance service provider to which the purchaser(s) agrees and shall have no objection, whatsoever

6.5 The Purchaser(s) is aware that they are agreeing to purchase the said Plot in said project on the specific understanding and undertaking given by him/them that purchaser(s) shall always and all time be liable for payment of maintenance charges for use of common facilities such as maintenance roads, sewer lines, water supply, street lights, horticulture, and other common services and facilities decided by the seller or the maintenance service provider as the case may be from date within **30 days** of the date of offer of possession or actual possession, whichever is earlier, even the purchaser(s) is not occupying and using the said Plot.

6.6 The seller or the maintenance service provider shall at all times have the right to adjust the unpaid maintenance charges from the IFMS. Further, the purchaser(s) hereby agrees and undertakes at all times to keep the amount equal to IFMS deposited with Maintenance Service Provider/seller.

6.7 The purchaser(s) shall permit the supervisors, agents of the seller or the said Maintenance Services provider at all reasonable times to enter in to the said Plot for the purpose pertaining to the common services and/or for purpose of maintaining, rebuilding, servicing, cleaning installing or other wise keeping in good order and condition all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.

6.8 The seller shall have the first charge on the said Plot for all its dues and other sums payable by the purchaser(s) and similarly the maintenance service Provider shall have the second charge on the said Plot for all its dues and other sums payable by the purchaser(s).

6.9 The relationship between the seller with the maintenance service provider designate for the maintenance services shall be on principal-to-principal basis. The seller shall not be liable or responsible for any acts of commission or omission thereof on the part of Maintenance service Provider and/or any other agencies employed by the maintenance service provider whether arising from the Maintenance Agreement or otherwise. The contract between the purchasers and the Maintenance Service Provider shall be independent and enforceable against the Maintenance Service provider only

and the purchaser(s) hereby waives off his right to initiate any civil or criminal proceedings in a court of law against the seller for any breach of the terms and covenants of the Maintenance Agreement or for any act of negligence by the maintenance agency.

6.10 In the event of nonpayment of any of the dues of the seller, the maintenance agency reserve its right to withdraw all or any of the facilities and also disconnect electric and or water supplies to the allotted Plot besides any other action deemed fit by maintenance agency in its sole discretion.

6.11 The seller shall be entitled to take similar action as above stated in the case of misuse as well as in the case of breach of any of the terms and conditions of this agreement. The seller shall also have the right to claim damages in respect thereof.

## **7. Mortgage, Finance and first charges:**

7.1 The purchaser(s) hereby authorizes and permits the seller to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage of the said Plots subject to the condition that the said Plot shall be made free from all encumbrances at the time of execution of conveyance deed of the said plot.

7.2 The purchaser(s) agrees that no lien shall be created/arise against the said Plot as a result of any money deposited hereunder by the purchaser(s) or otherwise in any manner by virtue of entering in to present agreement.

## **8. Electricity supply, water and sewerage connection**

8.1 Purchaser(s) shall obtain requisite connections for supply of electricity and water and sewerage in said Plot from the concerned department/agency or from seller/Maintenance Service Provider, as per then prevailing circumstances, at his own costs and consequences. Security deposits for obtaining these connections including the cost of meters, cables, pipes and other equipments (if any) shall be borne by purchaser(s) themselves.

8.2 In case either the seller or maintenance service provider obtains any bulk connection for supply of electricity and/or water to various Plots in said project, purchaser(s) agree to pay the charges of consumption of electricity and/or water as per units shown in sub-meters. Purchasers (s) shall also be liable to proportionately bear the cost of energy/electricity/water lost in transmission thereof from bulk connection to various Plots in said project. Cost of obtaining bulk connection (including security deposits) shall be borne by all Plots owners proportionately.

8.3 However, in case the purchaser(s) fails to pay the aforesaid charges, then it shall be treated as unpaid portion of the sale consideration payable by the purchaser(s) herein for the said Plot & the conveyance of the said Plot may be with held by the seller till full payment thereof is received by the maintenance agency. Further the purchaser(s) herein agrees that the maintenance agency shall be entitled to with hold electric supply to the said Plot till full payment of such deposits & charges is received by the Maintenance Agency. Further in case of bulk supply of electric energy the purchaser(s) herein agrees to abide by the conditions of the sanction of bulk supply including but not limited to waiver of the purchaser(s) right to apply for individual/direct electrical supply connection directly from **UP electricity department** or any other authority responsible for supply of electrical energy. Purchaser(s) also agree & undertakes to sign, execute & affirm all other documents as may be required by the maintenance agency, from time to time, for the purpose of availing the electricity. The purchaser(s) agrees to pay any increase in the deposits, charges of bulk supply of electrical energy as may be demanded by the maintenance agency from time to time. That it is agreed by the purchaser(s) that the above said charges shall be in addition to the consumption charges towards consumption of electrical energy, which consumption charges shall include without being limited to meter cost, per unit consumption of electrical energy, etc. it is further agreed & accepted by the purchaser(s) that the supply of electrical energy shall be subject to availability of the same with the maintenance agency, & the purchaser(s) herein shall not claim any loss or damage , whether direct or consequential, from the seller/maintenance agency, in the event of low voltage , low frequency, inconsistent or non –availability of the same for reasons beyond the control of the distributor.

8.4 That the seller will make provisions for common water & sewerage supply in Plot and purchaser(s) herein undertakes to pay on demand to the seller, proportionate share as determined by the seller towards providing the same. The purchaser(s) further undertakes that it shall make payment of its proportionate share of water & sewerage consumption charges.

8.5 Electric/water connection charges are not included in the price of Plot that will be charged additionally, the purchaser(s) will be required to pay the charges immediately as and when demanded by the maintenance agency

**9. Timely Payment is the Essence of this Agreement, Termination and Forfeiture.**

9.1 Timely Payments of all amounts as per this Agreement, payable by the Purchaser(s) shall be the essence part of this Agreement. If the Purchaser(s) neglects, omits, ignore or fails for any reason whatsoever to pay the same in the time to the seller any of the installments or other amounts/charges due and payable by the Purchaser(s) under the terms and conditions of this agreement or by respective due dates thereof or if the Purchaser(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part herein contained within the times stipulated or agreed to, the seller shall be entitled to cancel/terminate this Agreement forthwith and forfeit the booking amounts or amounts paid up to Earnest Money along with the interest accrued on the due installment/payments thereon and late payment charges, if any. The seller is not under any obligation to send reminders for the payments to be made by the Purchaser(s) as per schedule payments and for the payments to be made as per demand by the seller.

9.2 It is agreed between the parties that in case the Purchaser(s) fails to any reason whatsoever pay the seller the due amounts/installments as per this Agreement in time as stated hereinabove and commits any breach of his undertaking and covenants contained herein for any reason whatsoever, then the seller shall be entitled to terminate this Agreement forthwith and after arranging resale of the said Plot, refund the balance amounts if any, paid/deposited by the Purchaser(s) to the seller without interest after forfeiting and deducting the amount paid/deposited up to the earnest money and other amounts due to it including interest accrued on the installments/due payments and late payments charges. Upon such termination, this agreement shall stand cancelled/terminated and the Purchaser(s) shall be left with no rights title or interest in the said Plot furthermore the seller shall be free to deal with the said Plot in any manner whatsoever in its sole description and if the Purchaser(s) has entered in the said Plot then the seller shall also be entitled to re-enter upon and resume possession of the said Plot and everything whatsoever contained therein. In such event the Purchaser(s) hereby undertakes and agrees to relinquish/waive off all his rights, title and interest in the said Plot and thereupon the Purchaser(s) and or any other person/occupant of the said Plot shall also be liable to ejection as an unlawful occupant/trespasser. This is without prejudice to any other right available to the seller against the purchaser(s)

9.3 It is agreed by the Purchaser(s) that, if the amount paid by the Purchaser(s) is less than the earnest money than the Purchaser(s) undertake to make good the shortfall of the forfeitable amount. This is without prejudice to the rights of the seller and in addition to any other remedy/right which the seller may have

9.4 Without prejudice to seller's aforesaid right, in the said Agreement, the seller may at its sole discretion waive the breach by the Purchaser(s) in not making payments as per the payment plan as opted by the Purchaser(s) on the condition as may be considered appropriate by the seller including the payment of delayed interest. The decision of the seller in this regard shall be final and binding upon purchaser(s). The Seller at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution.

9.5 Notwithstanding anything contained in this agreement, Purchaser(s) shall not have right to cancel/withdraw surrender this agreement of its own accord for any reason whatsoever save and except frustration of this agreement. In case Purchaser(s) causes the violation of the terms of the agreement and surrender the allotted plot then the Purchaser(s) shall not be entitled to refund of the installment(s) actually paid by him/her.

9.6 The seller shall also be entitled and reserves its right to cancel / terminate this agreement in case (a) allotment has been obtained through misrepresentation and suppression of material facts, or (b) Purchaser(s) violates any of directions issued, rules and regulations framed by seller or by any statutory body or competent authority including MVDA, or (c) any default on part of the Purchaser(s) for breaching, violating the terms and condition of registration / allotment as per this agreement and / or any other agreement including Plot buyer's agreement.

9.7 The purchaser(s) has fully understood and agrees that in case of purchaser(s) withdraw and surrender this allotment at prior approval for any reason whatsoever at any point of time, then the seller at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the amount paid/deposited. However, in case of cancellation/termination of this agreement by the seller, for any reason as stated herein, the amount paid/deposited up to the Earnest money shall be forfeited along with the administrative and other charges and interest and penalty on delayed payments. No separate notice shall be given in this regard.

9.8 The Purchaser(s) may obtain finance from any financial institution/bank or any other source but the Purchaser(s) obligation to purchase the said Plot pursuant to this agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and the Purchaser(s) would remain bound under this Agreement whether or not he or she has been able to obtain financing for the purchase of the said Plot. Purchaser(s) agrees and have fully understood that

the seller shall not be under any obligation of any nature whatsoever to make arrangement for the loan facilities to the Purchaser(s) from any bank/financial institution. Purchaser(s) shall not omit, ignore, withheld, fail or delay the due payments to the seller in time as per the Payment plan opted by the Purchaser(s) in terms of this agreement or the due installment by the respective due date on the grounds of the non-availability of bank loan or finance from any bank/finance institution for any reason whatsoever and if the Purchaser(s) fails to make the due payment in time to the seller then the seller shall have right to terminate this agreement in terms of this Agreement.

9.9 The Purchaser(s) agrees that in case the Purchaser(s) opts for a loan arrangement with any financial institutions/banks for the purchase of the said Plot, the conveyance of the said Plot in favor of the Purchaser(s) shall be executed only upon the seller receiving no objection certificate from such financial institutions/banks. The seller is not under any obligation of any nature whatsoever to arrange the loan facility to the Purchaser(s).

9.10 In case of cancellation/termination of this agreement by the seller, for any reason as stated herein this agreement, the earnest money shall be forfeited along with the administrative charges and interest and penalty on delayed payments. No separate notice shall be given in this regards.

## **10. Statutory compliances and other obligations**

10.1 That the Purchaser(s) here by agrees that he shall comply with and carry out from time to time, after he/she has been put in possession or deemed possession, all requirements, requisitions, demands and repairs etc. as may be and as are required to be complied with by any local, municipal authority or government or any other competent authority in relation to the Plot and/or the land appurtenant thereto. The Purchaser(s) shall keep the Seller indemnified and harmless against all such demands or requisitions. In case a consolidated demand is made for the Plot and/or land as aforementioned mention, as per result of any legal claim, rule or notification, the same shall be paid/reimbursed by the Purchaser(s) in proportion to the land comprised in the said Plot.

10.2 The Purchaser(s) shall observe all terms and condition of this agreement, and also those of the license granted to the seller for the said project and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as imposed by any competent authority including **MVDA** or any other government/local bodies and also the rules, regulations and policies as may be made pursuant to and/or defined in the Maintenance Agreement and shall always fully observe and perform all the terms and conditions contained in this Agreement.

10.3 The Purchaser(s) shall not use/cause to be used the said Plot for any other purpose except residential use and also as specified by MVDA in its license and/or its Zoning plans/Master plan guideline etc. The Purchaser(s) specifically undertakes not to use the said Plot or suffer it to be used for any activity that is prohibited / irregular/illegal or other activity that is hazardous or may cause nuisance of any nature in the project area.

10.4 The Purchaser(s) (in case if he is an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payment, acquisition, sale, transfer of immovable property, etc and provide the seller with such permissions, approvals which would enable the seller to fulfill its obligations under this agreement. The purchaser(s) agrees that in event of any failure on his part to comply with the applicable guideline issued by Reserve Bank of India, the purchaser(s) shall alone be liable for any action under FEMA. Purchaser(s) shall keep the seller fully indemnified and harmless in this regard. The seller shall not be responsible towards any third party making payments, remittances on behalf of any purchaser(s) and such third party shall not have any right in this agreement in any way and seller shall issue the payment receipt in favors of purchaser(s) only. In case of any default thereof or its failure to comply with any such applicable provisions resulting in purchaser(s) failing to fulfill any of the term of this agreement partially or in whole or which results in the frustration of this agreement in any other manner specially regarding payment of consideration or other dues, then the seller shall be entitled to terminate this agreement forthwith and forfeit the earnest money.

10.5 The Purchaser(s) has conformed and assured the seller that he has read/been read out the **MVDA ACTS** and understood all its implication thereof in relation to the provision of this agreement and the Purchaser(s) has conformed that he /she shall comply with the provision of this agreement and such other requirements as directed by the seller so as to enable the seller to take such stapes as may be required or deemed necessary by it under the Apartments Ownership Act from time to time or any statutory amendment or modification thereto or the provision of any others law(s) dealing with the matter.

10.6 The Purchaser(s) agrees and undertakes that he/she shall join any association of plot owners as may be formed by the seller for the said project of behalf of all the Purchaser(s) thereof and to pay any fees/subscription charges demanded therefore and to complete such documentation and formalities as may be deemed necessary by the seller for this purpose. The Purchaser(s) agrees to execute such forms, applications or documents as desired by seller for the purpose of becoming a member of the said association of apartment owners or for any other purposes as may be necessary in the opinion of the seller.

**11. Force majeure:**

That the compliance hereof, by the seller, of the terms and condition of this agreement shall be subject to force majeure circumstances, such as act of god, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of law, Act of government or intervention of statutory authorities like MVDA or any other causes not within and beyond the reasonable control of the seller including providing of external services (like roads, connection to sewerage system, electricity, water, etc.) by Government.

**12. Brokerage:**

In case the purchaser(s) has to pay any commission on brokerage to any person for services rendered by such person to the Purchaser(s), weather in or outside India, for acquiring the said Plot for the Purchaser(s), the seller shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the seller for the said Plot. Further the Purchaser(s) undertakes to indemnify and keep seller free and harmless from and against any or all liabilities and expenses in this connection.

**13. Seller's representations:**

13.1 That none of the seller's agents, sales organizers or employees have got any authority to add, alter, change, delete, vary or qualify in any way the terms and conditions mentioned in this Agreement and the seller is not bound by any assurances or commitments made by any employees, agent of the seller or anybody else except that which is reduced to writing and signed by a Authorized Signatory of the seller.

13.2 It is expressly agreed between the parties that any advertisements, brochures, hand bills issued by the seller does not form the basis of this Agreement with the seller. The seller is only bound by the terms and conditions as incorporated in writing in this Agreement.

13.3 That this Agreement constitutes the entire agreement between the parties and supersedes all previous arrangements, averments representations whether direct or indirect or through any means of mass media between the parties concerning the matters as are mentioned herein whether oral, written or implied.

13.4 The seller will be entitled to charge interest @18% per annum and/or @ **24%** per annum as stated above in the event of late payments in respect of the amounts becoming due in terms of this Agreement. It is, however, clearly understood and agreed that the provisions of interest or acceptance of late payments by the seller shall under no circumstances to construed to mean any general relaxation in the payment of past, present or future dues of the seller or any amendment in the terms of payment or to cause prejudice in any way to the rights of the seller to take action under terms of the Agreement since timely payments shall always remain the essence of the Agreement.

13.5 That the Seller reserves the sole right to develop the unused areas and/or common areas in the said Project/said project in accordance with the necessary sanctions, as and when, obtained by the Seller and the Purchaser(s) shall have no objection or reservation, whatsoever towards the same.

**14. Purchaser's representations :**

The purchaser confirms that after handing over of the possession of the said Plot in terms of this Agreement, the Purchaser or its tenants or licensees shall have no rights to contravene any terms and conditions, by laws, lay-out plan whatsoever of the said Plot or its elevation or its outer façade. In case the purchaser does any act in contravention of the aforesaid clause, the seller is entitled to initiate appropriate proceedings as may be deemed fit and/or recovery of any damages.

**15. Plots**

In case of Plots Landscaped Area shall be used only as open garden/green area, whereon Purchaser(s) shall have no right to raise/construct any temporary or permanent structure and maintenance of this landscaped podium area shall be the responsibility of purchaser(s) only.

**16. Alterations of unsold Plot(s) :**

The seller shall have right, without approval of any Purchasers(s) in the project to make any alterations, additions, improvements in relation to any unsold Plots within the project and the Purchaser(s) agrees not to raise any objections or make any claims on this account.

**17. General Clauses:**

17.1 The Purchaser(s) shall not have any ownership right over any area except the allotted Plot in 6th the said colony/project. Purchaser(s) shall never make any encroachment in common areas of said project or in properties belong to others or in property not exclusively belonging to purchaser(s)

17.2 The seller is not under any obligation to send reminders for the payments to be made by the Purchaser(s), as per schedule of payments and for the payments to be made as per demand by the seller.

17.3 The obligations undertaken by the Purchaser(s) in general and specifically those regarding payment as stated herein this Agreement including all statutory dues, any fresh incidence of taxes or enhancement of such taxes thereof, maintenance charges, water and electricity charges shall be born the Purchaser(s)/owner/occupant of the said Plot and binding on the subsequent transferee, successors in interest and any person claiming through them. Purchaser(s) shall be bound to disclose these conditions in any transfer document executed by Purchaser(s) in future and they shall in turn bind the transferees, successors in interest and/or any other person claiming under them in the future and no owner for the time being of the said Plot shall entitled to put up the defence of non-disclosure of, or lack of knowledge of such conditions at any time henceforth. The Purchaser(s) hereby agrees that appropriate recitals to this effect may be incorporated in the conveyance deed.

17.4 That the Purchaser(s) agrees and undertakes that he/she shall not at any time before or after taking possession of said Plot have any right to raise any type of claim against the seller in any manner whatsoever.

17.5 That Purchaser(s) from the date of possession or from the date of receiving deemed possession shall maintain the said Plot at his/her own cost and in a good habitable condition and shall not do or cause to be done anything in or in the common passages/area or compound, which may be against the rules or bye-laws of the Municipal corporation or any other authority. Purchaser(s) shall be responsible for any claim, loss or damage arising out from breach of any of these conditions.

17.6 That the Purchaser(s) hereby agrees that he shall comply with and carry out from time to time after he has taken over physical possession or deemed possession of the said Plot, all requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by the government/local authorities or any statutory authority in respect of the said Plot and the land on which the building comprising the said Plot is situated at his own cost and the Purchaser(s) shall keep the seller indemnified, secure and harmless against all cost, consequences and damages arising on account of non-compliance with the said requirement, requisitions and demands from the date of notice.

17.7 This Agreement shall be signed & executed in Duplicate and the seller shall retain one copy each and provide one copy to the Purchaser(s).

17.8 That all payments shall be made by the Purchaser(s) to the seller in favor of **M/s Tarang Infratech Pvt. Ltd.** through Cheques/Demand Draft, NEFT, RTGS etc. at Faridabad/New Delhi.. The date of credit into the above account shall be deemed to be date of payment. All payments are subject to realization of the Demand Draft(s)/Cheque(s). If the Cheque(s)/Demand Draft(s) is dishonored or returned unpaid for any reason whatsoever, then it would be presumed that no payments has been made by the Purchaser(s) and the purchaser(s) shall become defaulter and the seller shall be entitled to terminate this Agreement and forfeit the earnest money along with bank charges etc.

17.9 That in the eventuality if the said Project is terminated for any reason whatsoever, then the seller shall only be liable to refund the advances collected from the Purchaser(s), **without any interest** to the purchaser(s) and no other claim, whatsoever, monetary or otherwise shall lie against the seller or made by the Purchaser(s).

17.10 The seller shall not be responsible for any postal delays and claims and loss.

17.11 In case of any clarification or interpretation regarding these terms and conditions, the decision of the Director(s) of Seller or any Officer(s) authorized by him in this regard shall be final and binding on the Purchaser(s).

17.12 The Purchaser(s) shall not use the said Plot or permit the same to be used for any purpose other than residential as sanctioned by the MVDA or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.

17.13 The Purchaser(s) agrees that in case the seller is unable to deliver the said Plot to the Purchaser(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, withholds, denies the grant of necessary approvals/sanctions permissions for the said Plot any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notifications by the Competent Authority(ies) become subject of any suit/writ/ or any other proceeding before a Competent Court, (d) due to force majeure conditions or (e) any other circumstance beyond the control of seller or its officials, then the seller may cancel the allotment of the said Plot in which case the seller shall only be liable to refund amounts received from the Purchaser(s) without any interest or compensation whatsoever and Purchaser(s) shall have no other rights to raise any dispute or claim of any nature whatsoever.

17.14 The Purchaser(s) understands and agrees that he shall apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility. The Purchaser(s) agrees understands that it shall not be the responsibility or liability of the seller to make arrangements or facilitate in sanctioning and disbursement of the Home loan to the Purchaser(s). Purchaser(s) further understands and agrees that the seller shall not be responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the said Plot is rejected by any Bank/ Financial Institution and the loan is not sanctioned and/or disbursed.

17.15 The Purchaser(s) agree that the seller shall have the right to transfer ownership rights of the said project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/ or any of the arrangements as may be decided by the seller without any intimation, written otherwise to the Purchaser(s) and the Purchaser(s) shall not raise any objection in this regard.

17.16 The seller reserves the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

17.17 The Purchaser(s) should correctly mention his/her permanent Account Number (PAN) and if the same is not provided then the Allotment may be summarily rejected. The agreement including the application form should be signed by the person(s), or his/her Registered Power of Attorney holder, who want(s) to get the said Plot under the Project. Similarly, in the case of a company, applying for the allotment of Plot(s) should sign through authorized person enclosing an authority letter/board resolution duly passed by Board of Directors of the Company.

17.18 The Purchaser(s) shall indemnify and keep the seller, its agents, representatives, estate and effect, indemnified and harmless against the payments and observance performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Purchaser(s) as mentioned in the Plot Buyers Agreement.

17.19 That the Purchaser(s) understands and agrees that he/she will abide and shall be bound by the terms and conditions of this Agreement in its entirety.

17.20 That this Agreement supersedes any other agreement or arrangement, whether written or oral, if any, between the parties.

## **18. Indemnity**

The Purchaser(s) hereby agrees that he will abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of the provisions of this Agreement, the Purchaser(s) shall be solely liable for the same. If any loss is caused due to any acts of the Purchaser(s) or due to non observance or non performance of the covenants/law by the purchasers(s) to the seller, the Purchaser(s) undertakes to indemnify the Seller for such losses. The Purchaser(s) further undertakes to keep the Seller, its nominees, Maintenance Agency and its officers/employees fully indemnified and harmless from and against all the consequences of breach by the Purchaser(s) of

any of the terms and conditions of this Agreement or any law for the time being in force as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered inflicted or incurred by any of them. The Purchaser(s) hereby accepts and acknowledge have clearly agreeing and understanding that this indemnity would cover all acts of omissions and commissions on his part, representatives and/or any other person claiming under/through him.

#### **19. Stamp Duty**

The stamp duty, registration fee/charges and other related expenses for execution of conveyance/sale deed in pursuance of this Agreement shall be borne by the Purchaser(s).

#### **20. Conveyance Deed :**

That the purchaser(s) shall pay the stamp duty, registration charges, administrative expenses, legal expenses and all other incidental expenses for execution and registration of the sale deed with respect to the said Plot as and when demanded by the seller. It is hereby agreed, understood and declared by and between the parties that the Sale deed shall be executed and got registered in favor of the Purchaser(s) only after the receipt of total sale consideration and other charges and statutory dues including any enhancements and fresh incidence of tax as agreed hereinabove along with connected expenses including cost of Stamp Duty, Registration fee/charges and other charges of the Conveyance/Sale Deed which shall be borne by the Purchaser(s).

#### **21. Binding Effect:**

21.1 Forwarding this Agreement to the Purchaser(s) by the seller does not create a binding obligation on the part of the seller or the Purchaser(s) until firstly, the Purchaser(s) signs and delivers this Agreement with all the Annexure along with the payments as stipulated in the Schedule of Payments thereof, within thirty (30) date from the date of dispatch by the seller and secondly, a copy of this Agreement executed by the seller through its authorized signatories is delivered to the Purchaser(s).

21.2 If the Purchaser(s) fails to execute and deliver, to the seller, this Agreement within thirty (30) days from the date of its dispatch by the seller then the Agreement of the Purchaser(s) shall be treated as cancelled and the Earnest Money paid by the Purchaser(s) shall stand forfeited at the sole option and discretion of the seller.

#### **22. Entire Agreement:**

This Agreement along with the preamble recitals and all its annexure is the only Agreement touching upon the purchase of the Plot by the Purchaser(s) and this Agreement along with its annexure, supersedes any and all understandings, other agreements, correspondence or arrangements whether written or oral if any, between the parties. This Agreement, along with its preamble recitals and annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be changed, terminated or waived, save and except as specifically provided in this Agreement, any change or additional provisions must be set forth in writing in a separate Agreement duly signed and executed and between the parties.

#### **23. Provisions of this Agreement applicable to Occupiers/Subsequent Purchaser(s)**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plots Project shall equally be applicable and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchaser(s)/assignees/transferees of the Plots as the said obligations go along with the Plots for all intents and purposes.

#### **24. Addresses for Communication and Notices :**

24.1 The Purchaser(s) has got his complete address for correspondence noted hereinabove at the time of executing this Agreement and all communication/notices/correspondence sent to the party respectively on their above mentioned addresses by way of reputed courier or registered post, acknowledgement, shall be deemed to validly served on them.

24.2 In case of any change of address, the Purchaser(s) shall without fail get the new address recorded in the books of seller. It shall be the responsibility of the Purchaser(s) to inform seller about subsequent changes, if any, in the address and obtain confirmation the in writing from the seller, failing which, all demand notices and letters posted at address

mentioned above will be deemed to have been received by the Purchaser(s) within the time ordinarily taken by such communication and the Purchaser(s) shall be responsible for any default in payment and/or other consequences that might follow there from including termination/cancellation on allotment/Agreement.

24.3 In case there are joint Purchaser(s), all communication shall be sent by the seller to the Purchaser(s) whose name appears first and at the address given by them and which shall for all intents and purpose be deemed to have been served on all the purchaser(s) and no separate communications shall be necessary to the other named Purchaser(s).

24.4 In all communications to the seller the reference of the said Plot must be mentioned clearly.

**25. Severability :**

That in the event of any clause of this Agreement becomes in fructuous, void, redundant and/or ineffective whether due to any statutory regulation or otherwise, the rest of the terms of this Agreement shall valid and be binding upon the Parties hereto.

**26. Waiver :**

26.1 There shall be no waiver of the rights available herein to the seller, its assigns nominee(s) or the Maintenance Service Provider. Any delay or failure by them to exercise, any remedy, power and privilege under this Agreement shall not constitute a waiver of their right or remedy or a waiver of any other previous rights or remedies or of the right thereafter to enforce each and every provision.

26.2 Upon possession (Proprietary or otherwise) of the said Plot being given to the Purchaser(s) the purchaser(s) shall have no claim against the seller with regard to area, location, any item of work, quality of work, materials, installations etc. in the said Plot or on any ground whatsoever and all such claims, if any, shall be deemed to have been waived. Any complaints that the Purchaser(s) may have with respect to the said Plot regarding the above should first be resolved by the Purchaser(s) with the seller before taking over the possession of the said Plot.

**27. Headings/Captions :**

The headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define, limit or otherwise qualify the scope of this agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be derived by reading the various clauses in this Agreement as whole and not in isolation or in parts or in terms of the captions provided.

**28. Use of generic terminology :**

Any reference in this Agreement to the masculine, feminine or neuter genders includes the other two and references to the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the Particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

**29. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of India.

**30. Arbitration :**

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation 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 adjudicated upon and settled through arbitration by the sole Arbitrator. The Arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Faridabad by a Sole Arbitrator who shall be appointed by the Managing Director of the seller i.e. **Tarang Infratech Pvt. Ltd.** and whose decision shall be final and binding upon the parties. The Purchaser(s) hereby confirms and agrees that he/she/it shall have no objection to this appointment even if the person so appointed as the sole Arbitrator, is

an employee or advocate of the seller or is otherwise connected to the seller and the Purchaser(s) confirms that notwithstanding such relationship/connection, the Purchaser shall have no doubts or objections to the independence or impartiality of the said sole Arbitrator.

**31. Jurisdiction :**

This Agreement shall be subject to the sole and exclusive jurisdiction of the Courts at Faridabad and High Court of Punjab and Haryana.

**IN WITNESS WHEREOF**, the parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

**Tarang Infratech Pvt. Ltd.**

I/we hereby Accept the agreement as well as the terms & conditions as mentioned herein above.

Authorized Signatory

Purchaser(s)

