

Dated: 28/06/2019

To

The Chairman
Real Estate Regulatory Authority
Mohali
Punjab

Dear Sir,

Subject : Approval of Sale Agreement.

With reference to the captioned subject it is submitted that we have highlighted the relevant clauses in our agreement to sell that are in variance with the model agreement to sell as per Act.

You are requested to consider and approve the same.


Thanking You

For Dhillon Builders & Land Developers

Harinder Singh Dhillon
Proprietor.

AGREEMENT TO SELL

THIS AGREEMENT made at Amritsar on this day of 20__

BETWEEN

Dhillon Builders & Land Developers, having its office at Holy City Township, Administrative Block, Ajnala Road Bypass, Amritsar through its proprietor Harinder Singh Dhillon S/o S. Charanjit Singh R/o E-64 Ranjit Avenue, Amritsar (hereinafter referred to as the 'Firm', which expressions shall, unless excluded by or repugnant to the subject or context to be deemed to include his heirs, legal representatives, successors, executors, administrators & permitted assigns) of the One Part;

AND

_____, R/o _____, the intending purchaser, hereinafter referred to as the 'Allottee' which expression shall, unless excluded by or repugnant to the subject or context be deemed to include his/their heirs, successors, executors, administrators, legal representatives, nominees, and assigns of the Other Part.

WHEREAS the Firm Dhillon Builders & Land Developers through its proprietor Harinder Singh Dhillon has taken land situated in village Mahal Suburban & village Khairabad, Tehsil & Distt. Amritsar (hereinafter referred to as the "Said Land") with a view to setup and develop thereon residential colony named as "HOLY CITY PARADISE PHASE-I" (hereinafter referred to as the "Said Colony") and has obtained a License No. MTP/4052 Dated: 20-03-2015, for the said purpose in its own name from Competent Authority.

AND WHEREAS the Firm is entitled, inter alia, to sell the developed plots, independent dwelling units/ Residential Houses and/or other saleable or built up areas and to enter into Purchase Agreements, Sale Deeds etc. with prospective purchaser(s) for the said purpose.

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

AND WHEREAS the Firm has acquired some land and will be acquiring more lands in the neighborhood of the Said Land and such land as and when approved by the competent authorities, may be made part of the Said Land and accordingly, the area of the Said Land may stand enhanced and in such case presently approved layout plan shall automatically stand changed and shall stand substituted by such subsequently approved layout plans.

AND WHEREAS the Firm has specifically made it clear that the layout plan of the said Colony has been approved by the concerned authority(ies). However, even though the plans have been approved, the Firm may change the layout plan/building plan at its sole discretion/and/or as may be considered necessary due to any direction/condition imposed by any competent authority at any stage and it shall be binding on the Allottee (hereinafter defined). The Allottee hereby agrees that it shall not be necessary on the part of the Firm to seek consent of the Allottee in this regard, i.e. for the purpose of making any change in the layout plan/building plan by the Firm at its sole discretion/and/or in order to comply with the direction/condition imposed by any competent authority. In that event, the layout plan/building plan of the said Colony, as may be amended and approved from time to time, shall supersede the present layout plans/or the previously approved layout plan/building plan, as the case may be.

AND WHEREAS the Firm has further clarified to the Allottee that the layout plan of the Said Colony may have plotted areas, commercial and institutional complex, convenient shopping centers, club, community centre, schools, etc., but, however, this Agreement is confined and limited in its scope only to the sale of residential plot in the Said Colony. The Allottee understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required/ desired by the Firm in its sole discretion and the Firm shall be free to carry out/ develop it in any manner, as it may deem fit and/ or pursuant/ consequent to any direction/ approval by any competent authority

The Promoter has obtained the final layout plan approvals for the Project from Competent Authority Municipal Corporation Amritsar. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration No. _____

AND WHEREAS it is clarified that the Firm has not intended to convey right or interest in any of the land falling outside the Said Land and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Land.

AND WHEREAS the Allottee has approached and represented to the Firm for purchase and the Firm has agreed to sell to the Allottee plot no. _____ admeasuring _____ sq.yd. (hereinafter referred to as the "Said Plot") in the Said Colony and on the terms and conditions appearing hereinafter.

This is for Plot No __ of Holy City Paradise Phase-I

AND WHEREAS the Allottee hereby confirm(s) and represent(s) that he/they is/are executing this Agreement with the full knowledge that the presently approved layout plan for the Said Plot/Said Colony, 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 provisionally allotted to the Allottee may change and be substituted by a new number, location, size etc; to which the Allottee has/have confirmed that he/they shall have no objection having been informed of this eventuality. The Allottee also agrees to abide by the terms and conditions of this Agreement as laid down herein.

AND WHEREAS the Allottee has inspected the Said Land on which the Said Colony is being developed including the present layout plan, License, ownership record of the Said Land and all other documents pertaining to arrangement, competency and all other relevant details and the Allottee has confirmed that the Allottee is fully satisfied in all respects with regard to the right, title and interest of the Firm in the Said Land on which the Said Colony is being developed and has understood all the limitations and obligations of the Firm in respect thereof. The Allottee confirms that the Allottee does not require any further investigations in this regard and that the Allottee is fully satisfied in all respects.

AND WHEREAS the Allottee acknowledges that the Firm has provided all the information and clarifications as requested by the Allottee and that the Allottee is fully satisfied with the same and the Allottee has relied on his own judgment and investigation in deciding to purchase the Said Plot and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, (whether written or oral) made by the Firm, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Colony / Said Plot. No oral or written representations or statements except as mentioned in this Agreement shall be considered to be a part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

AND WHEREAS the Allottee has confirmed to the Firm that the Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Said Land in general and the Said Colony / Said Plot in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood the Allottee(s) rights, duties, responsibilities, obligations under each and every clause of this Agreement.

AND WHEREAS the Allottee has further represented and confirmed that the Allottee has examined/considered all other similar property options available with other builders/developers in the area, Amritsar in particular, and also elsewhere and that the Allottee has found the Said Plot to be of the Allottee's choice and requirement for residential purpose. The Allottee has considered all the legal terms set out in this Agreement and consulted his Counsel about the legal implications and that the Allottee has no reservation about the terms and conditions set out in this Agreement and accordingly the Allottee has now expressed his desire to enter into this Agreement.

Now this agreement witnesseth and it is hereby agreed and declared by & between the parties hereto as follows: -

The Allottee has agreed to purchase from the Firm and the Firm has agreed to sell to the Allottee, the Said Plot in the Said Colony as per details given below:-

Plot Area _____ sq. yards, Plot No: ____ (as per plan attached)

Rate: Rs. _____/- (Rupees _____ only) per sq. yard

Total Price: Rs. _____/- (Rupees _____ only) (hereinafter referred to as "Total Price")

In addition to the Total Price as mentioned above, the Allottee will be liable and agrees to pay other amounts, charges, security amounts as and when demanded by the Firm including but not limited to:

- 1) Stamp duty and registration charges, legal charges etc. which shall be at actuals.
- 2) Any increase in the External Development Charges (EDC), as and when demanded by Firm.
- 3) Infrastructure Development Charges (IDC) any increase in the IDC and any other Government levies / charges as and when demanded by Firm.
- 4) Late construction penalty as applicable.
- 5) Municipal tax, property tax, wealth tax, service tax, fees, levies, and charges by whatever name called and increases thereof.
- 6) Maintenance charges as applicable.
- 7) 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

This is for Plot No ____ of Holy City Paradise Phase-I

any other Taxes and Cesses by whatever name called, levied charged or to be levied or charged, paid or payable by the Firm and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Plot/Said Colony now or in future and/or any increase thereof to the Government or any other Statutory Authority and/or designated agency on Governments behalf.

8) All deposits and charges paid/payable by the Firm to Punjab State Power Corporation Limited (PSPCL) or any other body.

9) Proportionate share towards the cost incurred by the Firm for construction/ installation of substation/ power house/transformers/ equipments, etc.

10) Charges / deposits / costs for creating HT feeder for tapping electricity from State Electricity Board's source up to receiving point of the Said Colony.

11) Charges / costs for providing connection from feeder pillars upto the Said Plot including any deposits and costs for meter installation.

12) Charges/cost of providing sewer, storm water and water connection including cost of meter installation to the Said Plot from the main line serving the Said Plot.

13) Proportionate cost of installation of Fibre To The Home (FTTH) infrastructure, if provided, by the Firm in the said Colony. The services carried by FTTH Infrastructure shall be provided by the service providers for applicable user charges and would form part of the maintenance agreement.

14) Any other charges that may be payable by the Allottee as per the other terms of the Agreement and such other charges as may be demanded by the Firm.

The aforementioned charges shall be paid as and when demanded by the Firm and the determination of the proportionate share by the Firm shall be final and binding upon the Allottee. The Allottee agrees that in case of failure of the Allottee to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Plot and the Firm shall have the discretion to resume the Said Plot.

SALE CONSIDERATION

The Firm had received the sum of Rs. _____/- (Rupees _____ only) Vide Cheque no. _____ drawn on _____, dated _____.

Subject to the terms & conditions of this Agreement and the execution of Conveyance Deed, the Allottee shall have the following right

(i) Ownership with regard to the Said Plot only.

(ii) Right to use only such general common areas and facilities, as may be earmarked by the Firm, subject to timely payment of Maintenance Charges. The Allottee shall use the common area and facilities harmoniously alongwith other plot owners, maintenance staff, etc, without causing any inconvenience or hindrance.

All other land(s), areas, facilities and amenities including but not limited to schools, shops, EWS plots and commercial center facilities, club, community centre, amenities etc, are specifically excluded from the scope of this Agreement and the Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the computation of Plot Area for calculating the Total Price and, therefore, the Allottee has not paid any price for use or ownership in respect of such lands, areas, facilities and amenities. The Allottee agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Firm, and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Firm.

All land(s) and any other facility or amenity, as may be provided at the sole option of the Firm or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to schools, shops, EWS plots, commercial center facilities, club, community centre, amenities etc. are specifically excluded from the scope of this Agreement and the Allottee shall not have any right of ownership, usage or title, or interest or claims whatsoever in such land(s), areas, facilities and amenities. The Allottee agrees and understands that the amenities and facilities like shopping centre, school etc. as shown in lay-out plan may be developed by the Firm or or any of its affiliates, Sister Concerns at any time and possession of the Said Plot is neither linked nor dependent on its development. The Allottee shall not have a right to claim any rights, title or any interest in these land(s), areas, facilities and amenities as they are specifically excluded from the scope of this Agreement and are not included in the computation of Plot Area in any manner, and for which the Allottee has not made any payment to the Firm in any form or manner whatsoever and that the Allottee shall not, at a later date, after execution of this Agreement have a right to raise any claim or dispute in respect of such land(s), areas, facilities and

This is for Plot No ___ of Holy City Paradise Phase-I

amenities. The Firm as the owner of such lands, areas, facilities and amenities shall have sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, joint venture, collaboration or any other mode including withdrawal, transfer to government, semi-government, or other authority, body, any person, institution, trust and/or any local body(ies).

The Allottee understands that Allottee has not made any payment to the Firm in any manner whatsoever with respect to any land(s), building(s), common areas, facilities and amenities, save and except the use of common areas (for the purpose of direct exit to a nearest public street, nearest road only) identified by the Firm in its sole discretion and the Allottee hereby agrees that the Firm has not indicated/ promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever therein. The Allottee further agrees that any such identification with respect to Common Areas by the Firm in its plans now or in future shall be final, conclusive and binding on the Allottee. Further the Firm has made clear to the Allottee that it (the Firm or any of its affiliates, Sister Concerns) shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling inside/outside the said colony in which the said plot is located and that the Allottee shall not have a right to raise any objection or make any claims or not to make payments in time as demanded by the Firm on account of inconvenience, if any, which may alleged to have been caused to the Allottee due to such developmental/construction activities or activities incidental/related to it. It is made clear by the Firm and agreed by the Allottee that all rights including the rights of ownership of land(s), facilities and amenities shall vest solely with the Firm who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities. This clause shall survive throughout the ownership of the Said Plot by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.

The Allottee agrees and undertakes that the Allottee shall not, at any time before or after taking possession of the said Plot or after execution of the sale deed has any right to object to the Firm or any other plot owner to construct or develop other Plots in the vacant Lands and / or carrying out the construction / modification of other building or plots. The Allottee has understood and agrees that he either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Firm, plot owners and / or their agents for developing and constructing the said Colony in any manner whatsoever.

It is further agreed by the Allottee that the Firm may at its sole discretion make the Said Land a part of any other adjacent Colony that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Allottee shall not have any right to raise any objection in this regard.

The Allottee further agrees that the Allottee shall have no objection to common services such as sewerage, storm water drainage, water connection, power supply etc. passing through the said plot, adjacent to the rear boundary. The Allottee agrees that they will allow the unobstructed access of maintenance staff for the periodical maintenance of the above said services.

It is agreed that the Promoter shall not make any additions and alterations beyond the extent of 5 percent in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

While calculating the Total Price of the Said Plot, the Firm has taken into account External Development Charges (EDC) as applicable and as prevalent on the date of license and has not taken into account Infrastructure Development Charges (IDC), and other charges as levied or may be levied by Government of Punjab or any other competent authority(ies). The Allottee accordingly agree(s) to pay to the Firm, Govt. Charges (IDC, other charges etc. collectively herein referred to as Govt. Charges) and all increases thereof including increase in EDC as may be levied by the Government of Punjab or any other competent authority(ies), from time to time and as and when demanded by the Firm. It is also made clear to the Allottee that all such levies/ increases may be levied by the Government of Punjab or any other competent authority(ies) with prospective or retrospective effect, effective from the date of License(s) of the Said Colony. The Firm makes it clear that if it is required to pay such levies, Govt. Charges, increases, interest and other charges etc.; in such prospective /retrospective manner from the date of License(s), then the Firm shall demand, and the Allottee undertake(s) to pay the same proportionately in the manner and in the ratio of the area of the Said Plot to the total area of plots of the Said Colony as calculated by the Firm. Further it is made known to the Allottee that the Government of Punjab or any other competent authority(ies) may also levy other charges at any stage including upon the completion of the Said Colony or thereafter, the demand for which will be raised by the Firm and the Allottee undertake(s) to pay the same on demand to the Firm. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee that there could be future levies/ increases in the Govt. Charges, levies, including increase in EDC during the occupation of the Said Plot and the same shall be charged and the Allottee agree(s) to be liable and pay all such future levies/ increases as and when demanded by the Firm and this undertaking by the Allottee shall always survive the conveyance of the Said Plot in favour of the Allottee. The Allottee has agreed that having understood this

position the Allottee undertake(s) not to default on the payment of such prospective/ retrospective future levies, Govt. Charges and all increases thereof, including increase in EDC as and when demanded by the Firm. The Allottee specifically recognize(s) that such demand when made will constitute unpaid sale price and agree(s) that even if such Govt. Charges, levies etc. and all increases thereof including increase in EDC, are demanded by the Firm after the sale deed is executed in favour of the Allottee, the Firm shall have lien on the Said Plot to the extent of such unpaid sale price and the Allottee hereby confirm(s) that the Allottee shall not object to the same and agree(s) to cooperate if the Firm resumes the possession and ownership of the Said Plot and / or take all legal measures to recover such unpaid sale price upon the Allottee defaulting on such payment.

In addition, the Allottee also agree(s) to pay fees, levies, rates, Cesses including labour cess, charges, wealth tax, property tax, service tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future (including with retrospective effect) and all increases thereof as the case may be from the date of the Agreement with regard to the area of the Said Plot in the Said Colony as and when demanded by the Firm. The Allottee specifically recognize(s) that such demand when made will constitute unpaid sale price and agree(s) that even if such charges are demanded by the firm after the sale deed has been executed in favour of Allottee, the Firm shall have lien on the Said Plot of the Allottee for the recovery of such charges and the Allottee hereby confirms that the Allottee would not object and agree(s) to cooperate if the Firm resumes the possession and ownership of the Said Plot and / or take all legal measures to recover such unpaid sale price.

The Allottee agrees and undertakes to pay and when demanded by the Firm 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, levied charged or to be levied or charged, paid or payable by the Firm and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Plot/Said Colony now or in future and/or any increase thereof to the Government or any other Statutory Authority and/or designated agency on Governments behalf.

The Allottee shall bear and pay taxes of all and any kind whatsoever (or his share of it) whether levied or leviable now or in future on the lands and/or building(s) as the case may be, and so long as 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 Allottee in proportion to the total area of the Said Plot. Such apportionment shall be made by the Firm or any other agency as the case may be and the same shall be conclusive, final and binding upon the Allottee.

The Allottee agree(s) to enter into a maintenance agreement draft of which is attached herewith as Annexure-I, with the Firm/its nominee agency or any other body (hereinafter referred to as the 'Maintenance-Agency') as may be appointed by the Firm 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 or association. It is made clear to the Allottee 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, water, street lights, pavements, horticulture etc. The Allottee agrees and undertake(s) to pay on quarterly basis, the maintenance charges(calculated @ Rs. 4/- per sq. yard per month of the plot area along with applicable Service Tax) in advance, at the beginning of every quarter, as per the bills raised by the Maintenance Agency for maintaining various services/facilities as described above. The charges shall escalate at least 10% every year, as may be, so decided by the Firm/Maintenance Agency in its sole discretion. Maintenance charges shall become applicable /payable from the date of the offer of possession by the Firm irrespective whether the Allottee has 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 Apart from the Maintenance Charges as mentioned above the Allottee agrees and undertakes to pay charges for consumption/usage of Water and Sewer separately as per utilities bills raised by the Maintenance Agency, on monthly basis at the rate fixed by Maintenance Agency from time to time at its sole discretion. It is further clarified to the Allottee that Maintenance Charges does not include; (a) the charges for actual consumption of utilities in the Said Plot including but not limited to electricity and water, which shall be charged based on actual consumption/usage on monthly basis and (b) any statutory payments, Taxes etc. with regard to the Said Colony as these shall otherwise be payable by the Allottee.

In the event of delay/default by the Allottee in payment of the Maintenance charges/Utilities bills by the due dates mentioned in the bills, the Firm/Maintenance Agency shall have right to discontinue the provision of Maintenance services/utilities/to run and operate the equipments of utilities to the user till the date of payment of the unpaid amount along with interest @ 18% p.a. compounded quarterly for the period of delay. Maintenance agency shall have the first charge/lien on the said plot, for the recovery of aforesaid unpaid amount (including interest thereon).

The general upkeep and maintenance of the exteriors of the individual Plot(s) as allotted shall be the responsibility of the Allottee. However, in case of any negligence / non-maintenance, the Firm shall undertake suitable cleaning and upkeep thereof at the cost of the Allottee and recover the same from the Allottee before taking up the said charges / maintenance, the Firm shall serve the said Allottee a written notice stating therein the reason for such charge / maintenance.

As and when any plant & machinery within the Said Colony including but not limited to DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the allottees in the Said Colony, as the case may be on pro-rata. The Firm or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

The Allottee agrees and understands that the Total Price of the Said Plot does not include the costs of providing sewer and water connections to the Said Plot from the main line serving the Said Plot and the cost of the same shall be paid by the Allottee on demand being raised by the Firm at the time of providing such connections.

The Allottee agrees that the Allottee shall make a requisition on a prescribed Performa directly to Punjab Electrical Supply Authorities for obtaining service connection and pay charges thereof not limited to security, service connection, metering and other miscellaneous charges and Allottee confirms to bear such charges for the same. The Allottee agrees and confirms to adhere to the specified applicable acts, rules, norms of the supply authorities and the Allottee shall be liable for any default in this regard.

The Allottee agrees that the Firm or any of its affiliates, Sister Concerns may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and / or supplying power including power backup to the various projects within or outside the Said Colony in which the Said Plot may be located. In such an eventuality the Allottee fully concurs and confirms that the Allottee shall have no objection to such arrangement for generating and / or supply of power and also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Colony or to the Said Plot directly and has noted the possibility of its being to the exclusion of power supply from State Electricity Boards (SEBs) / any other source. The Allottee further agrees that subject to the conditions as may be imposed by the Firm, this arrangement could be provided by the Firm or its agents directly or through the respective association of plot owners. It is further agreed by the Allottee that the Firm or any of its affiliates, Sister Concerns 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 Firm or any of its affiliates, Sister Concerns in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around within or nearby the Said Colony.

It is further agreed and confirmed by the Allottee that the Firm or any of its affiliates, Sister Concerns 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 Firm which may or may not be limited to the rate then charged by the State Electricity Boards. The Allottee agrees and confirms that he shall pay the amount based on the tariff to the Firm or any of its affiliates, Sister Concerns directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Firm or any of its affiliates, Sister Concerns. The Allottee confirms and understands that such power generating and / or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges thereof. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Allottee ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale / resale or conveyancing thereof.

If the Firm or the Maintenance Agency decides to apply for and thereafter receives permission from PSPCL or from any other body/Commission/Regulatory/Licensing Authority constituted by the Government of Punjab for such purpose, to receive and distribute bulk supply of electrical energy in the Said Colony then the Allottee undertakes to pay in demand to the Firm proportionate share as may be determined by the Firm of all deposits and charges paid/ payable by the Firm or the Maintenance Agency to PSPCL or any other body/ commission/ regulator/ licensing authority constituted by the Government of Punjab. Proportionate share of cost incurred by the Firm for creating infrastructure like HT feeder, EHT sub stations etc. shall also be payable by the Allottee on demand. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's right to apply for individual / direct electrical supply connection directly from PSPCL or any other body responsible for supply of electrical energy. The Allottee agrees to pay increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Firm from time to time.

The Firm has handed over the possession of the said plot to the Allottee, which the Allottee confirms.

After taking physical possession or from the deemed date of taking Possession of the Plot(s), whichever is earlier, the Allottee shall not be entitled to put forward any claim, whatsoever, against the Firm.

The Allottee after taking possession of the Said Plot shall have no claim against the Firm in respect of any item of work which may be alleged not to have been carried out or completed in the Said Plot for any reason whatsoever.

The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit ten percent of the total amount of the consideration money, interest and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

The Allottee agrees and understands that the Allottee shall complete the construction on the Said Plot and obtain certificate from the competent authority within 4 (four) years from the date of offer of possession by the Firm. In case the Allottee fails to complete the construction on the Said Plot within the stipulated period, the Firm shall be entitled to proceed against the Allottee according to the terms and conditions of the Agreement and seek all such remedies against the Allottee in terms of the Agreement and according to law. The Firm may, at its sole discretion, extend the period for the aforesaid construction upon the Allottee making payment of late construction charges as decided by the Firm from time to time.

The Allottee shall not use the Said Plot for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other plot owners or residents of the Said Colony; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Plot which tends to cause interference to any adjacent plot (s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify the Firm against any action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible.

The Allottee agrees that specifications shown in the brochures /pamphlet/advertising materials etc. are indicative only and that the Firm may on its own may vary/change the specification and /or facilities without any prior notice to the Allottee.

The Allottee shall not make noise pollution by the use of loudspeaker (without permission) or otherwise and throw or accumulate rubbish, dust, rags, garbage or refuse anywhere in the Said Colony except at area(s) specifically earmarked for these purposes in the said colony.

In order to keep the harmony and cleanliness in the colony, residents are not permitted to keep animals such as cows, buffaloes etc. however, pet animals duly vaccinated from certified veterinary are allowed, subject to the condition that such residents take necessary precautions and permissions from the concerned authority(ies) and further ensure that such animals do not create any nuisance to the other occupants and / or visitors of the colony and maintain the cleanliness and safety of other residents and /or visitors of the colony.

For security reasons, the Allottee / occupant(s) agrees that the nominated Maintenance Agency/ Firm can restrict the entry of any person at the outer gate itself. In case of insistence, the security staff of the nominated Maintenance Agency and/or its nominated security agency shall be at liberty to call upon the Allottee/Occupants/ Lawful owners to come to the gate and personally escort the person(s) from the gate to its/his/her/their Plot and assume the responsibility of escorting them out as well. It is, however, clarified that during daytime, it will not be exercised generally. The provision of this clause will not cast any liability of any kind upon the Firm or the Maintenance Agency appointed by the Firm. The Cost of providing security services shall be part of the Maintenance Charges.

The Allottee shall not have any right to demolish any boundary wall erected by the Firm nor shall he be allowed to give any passage/road to any neighboring land through the plot allotted to him/her.

The allottee will not setup generating sets or any other equipments causing noise and/ or air pollution without obtaining consent to establish and consent to operate from Punjab Pollution Control Board or any other competent authority.

The allottee will not install mobile tower on the roof of the built up house or open land. The allottee will take internet connection, cable TV, fixed phone connection from authorised company/ service provider as approved by Firm.

The allottee will not dry or hang clothes on the external facade of the Building.

The allottee will not wash or clean two/ four wheeler vehicles on the roads or pathways of the said colony. The allottee will not be allowed to park their vehicles anywhere on the roads or on the shoulders of the road but will have to park their vehicle(s) within the said plots.

The Allottee hereby covenants to the Firm to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Firm 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 Firm may suffer as a result of nonpayment, non-observance or non performance of the said covenants and conditions by the Allottee.

The Allottee hereby agrees that it will sign from time to time all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance to this transaction and do all the acts, deeds and things including present

himself as may be required for the execution and registration of any deed in respect of the Said Plot as the Firm may require for safeguarding the interest of the Firm and other Allottee in the Colony.

The Firm will formulate a set of colony rules which would be handed over to the Allottee(s) and which will be mandatory to be followed by all the Allottee(s) / residents of the colony.

The Allottee acknowledges and confirms that the Allottee has read and understood the Act and the implications thereof in relation to the various provisions of this Agreement and the Allottee is in full agreement with the provisions of this Agreement in relation to the Act and shall comply and shall be bound by the provisions of the Act, as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter. Act hereby means the Punjab Apartment & Property Regulation Act 1995, Punjab Apartment Ownership Act 1995 and or any statutory amendments or modifications thereto and or any other applicable Act.

The Allottee is executing this Agreement for the allotment of a plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Colony. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Plot all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ Government/PSPCL/Punjab Water & Sewerage Board, PPCB or any other competent authority in respect of the Said Plot at his own cost and keep the Firm indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non compliance with the said requirements, requisitions, demands and repairs.

The Allottee shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Firm with such permissions, approvals which would enable the Firm to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his the part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Firm fully indemnified and harmless in this regard. The Firm shall not be responsible towards any third party making payments, remittances on behalf of the Allottee and such third party shall not have any right in the application Agreement of the Said Plot in any way and the Firm shall issue the payment receipts in favour of the Allottee only.

The Firm may, at its sole discretion, upon payment of monies due and transfer charges as applicable from time to time, and subject to applicable laws and notifications or any directions/orders, etc. of any Government/or statutory authority as may be in force and upon receiving a written request from the Allottee, permit the Allottee to get the name of the Allottee/ any of the Allottee's nominees'/transferees', substituted in the Allottee's place subject to such terms, conditions and charges as the Firm may impose. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that, as understood by the Firm, at present there are no restrictions imposed by the competent authority(ies) to restrict any nomination / transfer / assignment of allotted plots. However, in the event of any imposition of any restrictions at any time after the date of this Agreement restricting the nomination/ transfer / assignment of allotted plot by any authority, the Firm will have to comply with the same and the Allottee has specifically noted the same. The 'nominee' hereby means, the person to whom the said Plot is transferred by any mode by the Allottee which includes (transfer by way of Sale deed or Assignment and shall include all transfer by inheritance to the legal heirs of the Allottee). In case where the Allottees mutually decided to exchange their plots with each other, shall be considered at par with transfer as above stated and shall be dealt accordingly.

On and from the date of handing over the possession of the Said Plot, The Allottee can assign, transfer, lease or part with possession of the said Plot with prior consent of the Firm, which consent shall not be unreasonably withheld if the assignment/ transfer/ sale is in consonance with the terms and conditions herein. In such an event, it shall be the responsibility of the Allottee/his successor(s) to continue to pay the charge pertaining to the Said Plot of whatsoever nature payable under this Sale Deed to the Firm.

The Allottee shall join association/society of plot owners/residents as may be formed by the Firm on behalf of plot owners and to pay such fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Firm for this purpose.

The Allottee undertakes to join any association formed by the Firm and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Firm for this purpose. The Allottee also undertakes to join the master association if and when formed by the Firm or its nominee(s) for a part or whole of the Said Land.

In case the Firm provides standard design options for individual plots for construction of boundary wall/fence/grill as the case may be and the gate, then the Allottee 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. Ramp design and level of the plot shall be uniform and as per the design specified by the Firm.

It is abundantly made clear to the Allottee 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 Allottee in each plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Allottee shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Allottee 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 Allottee 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 Allottee that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee 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 Allottee that the approval of the building plan(s), occupation certificate etc., shall be at the sole cost and responsibility of the Allottee and the Firm shall have no role in the same whatsoever.

The Allottee agrees to commence the construction on the said plot only after obtaining necessary sanctions and approvals from the competent authority. The Allottee undertakes to submit the copy of approved building plan with the Firm before the commencement of construction on said plot. It is further agreed and understood by the Allottee that the construction shall be carried out in accordance with the applicable building bye-laws and would adhere to the "Building covenants" if provided by the Firm. If the building is constructed without obtaining approval from the competent authorities or construction is not in accordance with applicable building bye laws and approved building plan, the Firm or its Nominated Agency has the right to enter upon the premises and demolish and remove the whole or any part of, any structure temporary or permanent built in violation and also shall be entitled to proceed against the Allottee according to the terms and conditions of the Agreement and seek all such remedies against the Allottee in terms of the Agreement and according to law. The allottee will have no claim or any right to seek any compensation for such acts from the Firm or its nominated agency.

The allottee will Construct the labour hutment in his own area of the said Plot during construction and will ensure the proper sanitation of the labour and will provide a security guard during construction to ensure that the labour deployed by him do not spoil the other areas.. The Allottee(s) will not be allowed to store/stack construction materials on either the roads/pathways/green areas/vacant plots/land. During construction all construction material will be stored within the boundary of the said plot.

The Allottee agrees and understands that the Allottee's right to the use the common areas and facilities are subject to timely payment of total Maintenance Charges as billed by the Maintenance Agency and performance of all obligations of the Allottee under this Agreement and the Maintenance Agreement.

The Allottee hereby agrees to make all payments by A/c Payee Cheque(s)/ Demand Draft(s) payable at Amritsar drawn in favour of 'Dhillon Builders & Land Developers'.

The Firm has informed the Allottee that the Said Colony is planned to be developed by the Firm in accordance with the layout plan sanctioned by the competent authority and as may be changed from time to time by the Firm at its sole discretion/and/or directed by competent authority. 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 and become binding on the Firm and the Allottee.

The Firm shall get the sale deed executed & registered in favor of Allottee within a period of 1 month from the date of execution of this Agreement. The Allottee shall pay, as and when demanded by the Firm, the Stamp Duty, registration charges, as applicable, and all other incidental and legal expenses for execution and registration of sale deed of the Said Plot in favour of the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

That the Firm shall get the sale deed executed & registered in favor of Allottee from the owner directly or through the attorney or authorized signatory. This is entirely on the discretion of the Firm from whom he gets it executed.

The Firm shall have the right to raise finance/ loan from any financial institution/bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Plot /Said Colony subject to the condition that the Said Plot shall be free from all encumbrances at the time of execution of Conveyance Deed. The Firm/financial institution/bank, as the case may be, may always have the first lien / charge on the Said Plot for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Firm for the purpose of development of the Said Colony.

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Plot/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Plot/Building.

The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee's obligation to purchase the Said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee have been able to obtain financing for the purchase of the Said Plot.

All notices will be served on the Allottee and on Firm as contemplated in this Agreement and it shall be deemed to have been duly served if sent to the Allottee or to the Firm by Registered Post at its respective addresses specified below:

(Address of the Allottee)

(Firm's Address)

Dhillon Builders & Land Developers
Holy City Township, Administrative Block,
Ajnala Road Bypass, Amritsar

It shall be the duty of the Allottee to inform the Firm of any change subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters sent/ posted at the above address shall be deemed to have been received by the Allottee.

In case there are joint allottee(s), all communications shall be sent by the Firm to the allottee whose name appears first and at the address given by the Allottee which shall for all intents and purposes be considered as properly served on all of the Allottee(s) and no separate communication will be necessary to the other named allottee(s) and the Allottee has agreed to this condition of the Firm.

Two copies of this Agreement shall be executed and the Firm shall retain the original and give the other copy to the Allottee.

The Allottee agrees that the provisions of this Agreement are specific and applicable to plots offered for sale in the Said Colony and the said provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other plot(s)/ Colony(s) of our associates/affiliates/Sister Concerns, partnership firms in which Firm is a partner or interested.

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Plot 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.

The Allottee and the persons to whom the Said Plot is transferred, assigned or given possession shall execute, acknowledge and deliver to the Firm such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Firm 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.

The Firm shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Allottee to the Firm as per the terms and conditions of this Agreement.

It is agreed between the parties that the sale of the Said Plot is subject to force majeure conditions which shall mean any event or combination of events or circumstances beyond the control of the Firm 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 Firm'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.

The Firm shall not be liable to perform any of its obligations or undertakings provided in this Agreement if such performance is prevented due to Force Majeure conditions or continuance of any Force Majeure conditions.

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

- (i) promoter fails to provide ready to move in possession of the Apartment/Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and as per the completion /occupancy certificate issued by the competent authority; or
- (ii) discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:-

- i) stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; or
- ii) the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment/plot, along with interest at the rate specified in the Rules within ninety days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Plot.

The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

- (i) in case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules;
- (ii) in case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

The Allottee agrees and understands that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults. Unless otherwise provided in this agreement upon the occurrence of any one or more of event(s) of default under this Agreement the Firm may, in its sole discretion decide to resume the possession and ownership of the said plot and may impose penalties and/or take all legal measures to recover such non-payments and/or penalties. These non- payments and penalties shall be treated as unpaid sale price even if the sale deed has been executed and the firm shall have first lien on the said plot to the extent of such unpaid sale price. The Allottee hereby

confirm(s) that the Allottee shall not object to the same and agree(s) to cooperate if the Firm resumes the possession and ownership of the Said Plot and / or take all legal measures to recover such unpaid sale price upon the Allottee defaulting on such payment. This will be without prejudice to any other remedies and rights of the Firm to claim other liquidated damages which the Firm might have suffered due to such breach committed by the Allottee.

Without prejudice to the rights/remedies available to the Firm elsewhere in this Agreement, the Firm may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive in writing the breach by the Allottee of not making payments but on the condition that the Allottee shall pay to the Firm interest which shall be charged for the first ninety (90) days after the due date @ 2%+State Bank of India highest Marginal Cost of Lending Rate and for all periods of delay exceeding first ninety (90) days after the due date an additional penal interest @ 5%+State Bank of India highest Marginal Cost of Lending Rate and Allottee(s) agrees and understand that he shall not at any time and for whatsoever reason request/ claim for the waiver of such interest amount. It is made clear and agreed by the Allottee that exercise of discretion by the Firm in the case of one allottee(s) shall not be construed to be a precedent and/or binding on the Firm to exercise such discretion in the case of other allottee(s).

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 a waiver of any provision or of the right thereof to enforce each and every provision.

The Allottee agrees that this Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

The Allottee agrees that the Firm shall have the right to transfer ownership of the Said Colony 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 other arrangement as may be decided by the Firm without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objection in this regard.

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.

The Allottee agrees and understands that the terms and conditions of the Agreement may be modified/amended by the Firm 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 Allottee.

The Allottee agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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.

The Allottee agrees that in the event of all or any disputes arising out of or relating to or concerning or touching this Agreement, including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Firm and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & 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 to be decided by the sole arbitrator. The Allottee shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Firm or is otherwise connected to the Firm and the Allottee confirms that notwithstanding such relationship/connection, the Allottee shall have no doubts as to the independence or impartiality of the sole arbitrator. The parties agree that no other person shall have the power to appoint the arbitrator. The Courts at Amritsar alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURES TO THIS AGREEMENT ON THIS DAY MONTH AND THE YEAR FIRST THEREIN ABOVE WRITTEN.

Signed, sealed and delivered by the within named:

**Allottee(s) (Including Joint Allottee)
Developers**

For Dhillon Builders and Land

Harinder Singh Dhillon (Proprietor)

Witnesses: -

1. Signature

Name.....

Address.....
.....

2. Signature

Name.....

Address.....
.....

This is for Plot No ___ of Holy City Paradise Phase-I