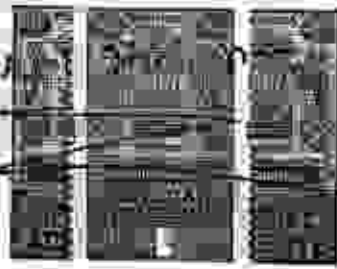


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24/09/2014

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AERO HOMES

Village Gazipur, ZIRAKPUR (PB)

THIS AGREEMENT to sell (the 'Agreement') is made at Zirakpur
On this _____ day of _____

BETWEEN

M/s N. H. Matcon, a partnership firm registered under the Partnership Act through its Partner
Shri Nitin Bansal son of Shri M L Bansal, having its Regd. office at SOG- 3, Chandigarh- Ambala
Highway, Near IDBI Bank, Zirakpur, Mohali, and Punjab, INDIA.
(Hereinafter referred to the 'Developer' which expression shall, unless repugnant to the
context or meaning thereon, be deemed to include its successors, executors and assigns)

AND

1. Mr./Mrs.: VISHAL ARORA
Son/Wife/Daughter of SH. HIKILAL
Resident of 11 BSI, 1st Floor, Sec-6B,
CHANDIGARH.

JOINTLY WITH*

2. Mr./Mrs.: _____
Son/Wife/Daughter of _____
Resident of _____

3. Mr./Mrs.: _____
Son/Wife/Daughter of _____
Resident of _____

• (TO be filled up, if the allotment is in the joint names)

For N. H. MATCON

NITIN

Hereinafter referred to as the 'Purchaser(s)' (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, administrators, successors and legal representatives).

Developer and Purchaser (s) are hereinafter collectively referred to as the 'parties' and individually referred to as the 'party'.

WHEREAS the Developer has purchased a land in Village Gazipur, Zirakpur, Distt. SAS Nagar Mohali (PB)

WHEREAS the Developer amongst others is in possession of land otherwise well sufficiently entitled to land, situated in Village Gazipur, Zirakpur. (hereafter referred to as the said 'Land').

AND WHEREAS THE Developer has obtained various licenses/ approvals from the Punjab Government/ vide letter no. C.T.P. (S) 51-11/1028 Dated 23/08/2011 for setting up a Group Housing Society on this land.

AND WHEREAS the developer has represented and the purchaser(s) has understood that layout plan of the said Society has been approved. The Purchaser(s) has further noted that the performance by the Developer of its obligation under this Agreement is subject to approval of the Buildings Plans by the Competent Authority Punjab and any subsequent amendments, addition, alterations or modification of the Plans, as made by the Developer, and/or approved by Competent Authority Punjab from time to time.

AND WHEREAS THE GROUP HOUSING SOCIETY proposed to be developed on the said land by the developer shall be known as AERO HOMES hereafter referred to as the complex.

AND WHEREAS THE PURCHASER(s) has applied vide application dated _____ for registration / allotment of a Residential Apartment in the said complex.

AND WHEREAS the Purchaser(s) has full knowledge of the laws, regulations, rules and regulations applicable to the said Land / Complex and is fully aware of the interest of the Developer in the said Land Complex & that the Developer intends to execute this Agreement.

AND WHEREAS in pursuance to the aforesaid application for allotment / registration, the Developer has tentatively allotted as Apartment to the Purchaser(s).

AND WHEREAS the parties have agreed to the terms and conditions of sale / purchase of the Apartment as set forth hereinafter:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. (a) That the developer hereby agrees to sell unto the purchaser(s) and the purchaser(s) hereof agrees to purchase Apartment No. 401 on 4th Floor, in Tower 5 having a super area of approx. 1760 sq. ft and Terrace 1760 sq. ft. in the complex AERO HOMES, in Village Gazipur, Zirakpur (Hereinafter referred to as the said Apartment).

For N. H. MATCON

1. (b) Super Area shall mean and include the covered area, verandah and balcony, inclusive of the area under the columns and walls, area utilized for service, viz area under staircase, circulation area, walls, lifts, shafts, Passages, corridors, lobbies and refuge areas.

CLAUSE 2
SALE CONSIDERATION

2. (a) **Consideration:**

That in pursuance of the allocation of the said Apartment to the Purchaser(s) agrees to pay to the Developer a sum of Rs. 35,00,000/- (Rs in words THIRTY FIVE LAC ROUNDS ONLY) only) as consideration of the Apartment, hereinafter referred to as the Consideration is inclusive of basic price, preferential location charges, if any.

2. (b) **Booking / Registration Amount:**

Out of the total Consideration, the Purchaser(s) has already paid at the time of booking registration amount of Rs. 2,50,000/- (Rs in words THREE LAC THIRTY THOUSAND ONLY) only) To the Developer, the receipt whereof the Developer hereby admits and acknowledges.

2. (c) **Payment Plan:**

The Purchaser(s) agrees to pay the balance amount of the Consideration in accordance with the payment plan annexed to the Agreement in Schedule 'A'. In the event Purchaser(s) fails to pay balance Consideration or in the event of payment of any installment and or other charges, in accordance with the payment plan the Purchaser(s) shall be liable to pay interest calculated from the date of default of payment @ amount of 18% per annum compounded quarterly.

2. (d) **Earnest Money:**

That the timely payment of each installment and other charges payable under the agreement shall be the essence of this agreement. In the event of default of payment by the purchaser(s) to comply with the terms of payment and of the above said conditions of sale as stipulated in the agreement.

2. (e) **Adjustment of Installments:**

It is agreed between the parties that the Developer shall adjust the installment amount received from the purchaser(s) firsts towards the interest and other sums, if any, due from the purchaser(s) under this Agreement and the balance, if any, towards the Consideration.

2. (f) **Failure / Delay in Payment:**

In the event purchaser(s) fails to pay any installment(s) with interest within 90 days, from due date, the Developer shall have the right to forfeit the entire amount of earnest / registration money deposited by the purchaser(s) and in such a case the allotment of the said Apartment shall stand cancelled and the purchaser(s) shall be left with no right or lien on the said Apartment and the Developer free to sell the same. The amount paid, if any, over and above the Registration / Earnest Money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the purchaser(s).


Purchaser

For W. H. MAHESHWARI

Partner

2. (g) **Earnest Money:**

The payment of Earnest Money is to ensure fulfillment of the terms and conditions as contained in the application and this Agreement. An amount equivalent to 15% (Fifteen Percent) payable as per clause 2(a) above shall always be deemed to have been paid by the purchaser(s) as and by way of Earnest Money.

2. (h) **Calculation of Consideration:**

That the Consideration for the aforesaid Apartment is calculated on the basis of Super Area as defined in clause 1(b) above.

2. (i) **Preferential Location Charges:**

That the Developer shall, apart from basic price charge / fix **Preferential Location Charges (PLC)**, for certain apartments in the Group-Housing Residential Scheme & if the Purchaser(s) opts for any such apartments he / she shall be liable to pay such charges referred to as preferential Location Charges (PLC), and if due to change in layout plan or otherwise the said Apartment ceases to be Purchaser (s), without any interest or compensation.

2. (j) **Alternations in the Layout plan and designs:**

1) That the developer shall have the right to effect suitable alternations in the layout plan, if and when found necessary. Such alternations may include change in location, preferential location, number, increase or decrease in number of Apartments, floor, block or area of the Apartment, designs, and ~~something~~ to implement such change and if considered necessary, a supplementary location may be executed with the Purchaser(s). Provided, however, if as a result thereof there be any change in the location, preferential

location, number, boundaries of the said Apartment, such change in the area shall inter-alia entail proportionate increase or decrease in the consideration of the built up Apartment/Block/Plot as at the time it was booked.

2) In case during the course of construction or after the completion of the Complex, further construction on any portion of the land or building or terrace becomes possible, the Developer shall have the exclusive right to carry out such further construction as belonging to the Developer notwithstanding the demarcation of any common area as Limited Common Area or otherwise. In such situation, the proportionate share of the Purchaser(s) in the Common area and facilities and Limited Common Area and facilities shall stand varied accordingly. Further, all the residuary rights in the Complex shall continue to remain vested with the Developer till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person / organization or to the association of members of the Complex.

2. (K) **Club Membership Registration Charges:**

(i) That in accordance with the development plan of the Complex, the Development proposes to develop a Club for the purpose of social activities, and the Purchaser(s) have agreed to avail membership of this Club. This Club may be developed simultaneous to, or after, development of the said Apartment and for the membership of the Club the Purchaser(s) agrees to pay an amount of Rs. 90,000/- (Ninety thousand only) as Club Membership Registration Charges (CMRC).

- ii) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors effecting running and maintenance, the Purchaser(s) shall pay charges as prescribed from time to time and also abide by rules and regulations formulated by the Developer for proper management of the Club.
2. (l) Club shall be in operation after minimum 50% occupancy of project.
2. (m) **Payment of Costs:**
- i) All costs, charges and expenses payable on, or in respect of this Agreement and on all other instruments and deeds to be executed pursuant of this Agreement, including stamp duty, registration charges and other related charges shall be borne and paid by the Purchaser(s). However, it shall be the obligation and responsibility of both the developer and the Purchaser(s), to register a Sale Deed conveying freehold title of the Apartment in favour of the Purchaser(s) at the cost and expenses of the Purchaser(s).
- ii) further, if there is any additional levy, rate or charge of any kind attributable to the Apartment, as a consequence of any order of government/Statutory or other Local Authority, the same, if applicable, shall also be payable by the Purchaser(s) on pro-rata basis.
- iii) That the basic price of the Apartment as mentioned in Clause 2(a) aforesaid is firm and there shall be no escalation after registration/booking of the Apartment.
2. (n) **Parking Space:**
- That the Purchaser(s) shall be provided with 01 (one) number of Car Parking space (Covered/Open) for exclusive use in the said complex. But the Purchaser(s) shall not have any ownership rights over the parking space allotted to him/her/them. It shall be a right to use only, which shall stand automatically transferred with further sale of Apartment.

**CLAUSE 3
MAINTENANCE**

3. (a) **Maintenance Agreement:**
- The Purchaser(s) hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by the Developer for the maintenance of the Common Areas of the Complex. The maintenance charges will be decided at the time of possession by the Developer or the maintenance agency appointed by the developer. The Purchaser(s) hereby undertakes to comply with all terms and conditions stipulated in the Maintenance Agreement. The Purchaser(s) undertakes to become a member Charges as determined by the said Association from the date complex is handed over to it.
3. (b) **Maintenance Security / Sinking Fund:**
- So long as the maintenance charges are paid regularly, as provided in these presents, the Purchaser(s) or anyone lawfully claiming under him/her shall be entitled to use common facilities. In the event of default of such payments, it shall not be open to the Purchaser(s) to

For N. H. MATCON

claim any right of use of the common facilities and that the Developer in its sole discretion, shall be entitled to stop the use of such common facilities by the Purchaser(s) / Occupier of the Apartment. The use of such common facilities shall be permitted as soon as the breach is rectified. Regular Payment of Maintenance Charges is the essence of right to use of common facilities.

3 (c) **Internal Maintenance / Insurance:**

That it is understood by the Purchaser(s) that the Internal Maintenance of the Apartment and also its insurance shall always remain the responsibility of the Purchaser(s) only.



For **CLAUSE A**
POSSESSION

4. (a) **Delivery of Possession:**

i) That Possession of the Apartment is Proposed to be Delivered by the Developer to the Purchaser(s) by 31/12/2013 subject to 'FORCE MAJEURE' circumstances beyond the control of the Developer, and upon registration of sale deed provided all amounts due and payable by the Purchaser(s) under this Agreement have been paid to the Developer within the stipulated period. It is, however, understood between the Parties that the possession of various Blocks / Towers comprised in the Complex shall be ready and complete in phases and after the completion, the Apartment shall be handed over to the Purchaser(s) of different Towers.

ii) That in the event of any delay in handing over the physical possession of the apartment by developer the Developer is assured to compensate with interest worked out Rs. 5/- per sq.ft counted per month which comes out to Rs. 8800/- (the purchaser) for the period of delay in handing over the possession on the amount paid by purchaser till out off date, subject to FORCE MAJEURE inbetween

4. (b) **Notice for Possession**

That the developer shall give notice to the Purchaser(s) about the date, on which the Developer would be effecting Possession of Apartment to the Purchaser(s) (the Purchaser(s) shall himself or through its attorney take delivery of the Apartment) within 30 days from the issuance of notice of possession. In the event the Purchaser(s) fails to accept and take delivery of the Apartment within such time as may be notified in the notice the delivery of the Apartment shall be deemed to have been taken by the Purchaser(s) on the date specified in the notice. Upon taking over the delivery of the Apartment, which may be alleged not to have been carried out or completed for any reason whatsoever.

4 (c) **Holding Charges:**

i) That if the Purchaser(s) fails or neglects to take possession of the Apartment within 30 days from the date of notice of possession issued by the Developer, the Purchaser(s) does not take actual physical possession of the Apartment. The Holding Charges shall be in addition to the amount payable by the Purchaser(s) as their share of the Govt. or Municipal Taxes, Maintenance or other Administrative Charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency, until the Purchaser(s) has taken actual Physical Possession



Purchaser (s)



4. (d) Change in Specification / Super Area:

i) That the allotment of the Apartment is subject to alternation necessitated during the construction of the Apartment. The Developer in pursuance thereof reserves the right to effect suitable and necessary alternation in the layout plan, which may include change in the position, number, and boundary of the Apartment. If due to such change there is any increase/decrease in the super area the revised price shall be calculated at the original rate at which the Apartment was booked / allotted.

ii) That the specifications of the Apartment are subject to change as necessitated during construction and in such an event material of equally good quality shall be used. That the opinion of Developer's architects on such charges shall be binding & final.

iii) It is understood by the Purchaser(s) that there could be a change in the Super Area of the Apartment or its location and in such an event, no claim, monetary or otherwise, will be entertained or accepted by the Developer, except that the original agreed rate per sq. mtr. /sq. ft. and other charges will be applicable on any increase or decrease in the area. The Developer shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Purchaser(s) or the Developer shall be entitled to recover from the Purchaser(s) the additional price and other proportionate charges, without interest, as the case may be. The Purchaser(s) shall satisfy himself in respect of the design, specification, firings, etc. used by the Developer in the Apartment at the time of possession.

4. (e) Default:

If for any reason the Developer is not in a position to offer the Apartment, as agreed herein, the Developer shall offer the Purchaser(s) an alternative property or refund the amount in full with interest. The Developer shall not be liable to pay damages or any other compensation.

CLAUSE 5

RIGHTS AND OBLIGATIONS OF THE PURCHASER

5. (a) Fire Safety:

That at present the fire safety measures in the Complex and the Apartment have been provided as per existing Fire Safety Norms. However, due to any subsequent Central or Local legislation(s) / Government Regulations / Order or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Developer to undertake additional fire safety measures, it is consented by the Purchaser(s) that he / she shall be liable to pay proportionate charges in respect thereof.

5. (b) Express Rights:

That save and except in respect of the Apartment to be allotted to the Purchaser(s), the Purchaser(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect of Complex, open spaces and all or any of the common areas of the Complex.

5 (c) Common Area Possession:

That the possession of the Common Areas shall remain with the Developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Apartment Owner's Association.

5. (d) **Electricity Water and Sewerage Charges:**

- (i) That Electricity, connection charges shall be borne by the Purchaser(s)
- (ii) That the Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer.
- (iii) That the Purchaser(s) undertakes to pay extra charges on account of external electrification as and when demanded by Builder
- (v) That the Buyer agrees to pay Rs 225000/- (Rs Two lac Twenty Five Thousand Only) charges for the installation of electric Substation including Transformers, LT/HT Lines, distribution Panels, meters, installation of sewer line, connection of sewer etc. in addition at the time of final payment and possession.

5. (e) **Entry Regulations:**

It is in the interest of the Purchaser(s) to help the Maintenance Agency in effectively keeping the Apartment and the Complex secured in always. For the purpose of security, the Maintenance Agency shall be free to regulate and regulate the entry of visitors into Complex.

5. (f) **No Nuisance and Annoyance**

That the Purchaser(s) shall not engage in any activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any rule of the Government or the local authority.

5. (g) **Permitted Use:**

The Purchaser(s) shall always use the Apartment for residence in accordance with the provisions of the Punjab Government rules and regulations and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or the assets of the other occupants or the equipments in the Complex, or use the Apartment for any activity apart from residential and not use the Apartment for any immoral or illegal activity.

5. (h) **Internal Security:**

It is expressly understood that the internal Security of the apartment shall be the sole responsibility of the Purchaser(s).

5. (i) **Apartment's Interior Maintenance & Insurance:**

That the Purchaser(s) shall carry out all the Interiors & Maintenance and repair of the Apartment at its own cost. The insurance of the Apartment as well as the interior of the Apartment shall be the responsibility of the Purchaser(s) and the Developer shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Purchaser(s) of any act caused/occasioned/occurred by any third party.

5. (j) **Signage:**

That the Purchaser(s) shall not display any name, address, signboard, advertisement,

material, etc. on the external facade of the Apartment/Tower as also the Complex.

5. (k) Taxes and Levies:

(i) Service tax or any other future taxes shall be borne and paid by the Purchaser(s).

(ii) That all taxes, levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the Complex shall be borne and paid by the Purchaser(s) in proportion to the area of Apartment.

(iii) That the Purchaser(s), if an income tax assessee, shall furnish his/her Permanent Account Number (PAN)

5. (l) Alterations in the Apartment:

That the Purchaser(s) shall not make any additions or alterations in the Apartment so as to cause blockage or obstruction in the common areas and facilities within the Complex and /or to cause any structural damage or impairment to the structure of the Building(s) in the Complex.

5. (m) Change of Nominee(s):

(i) That the Purchaser(s) is entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Developer, provided the Purchaser has paid at least 30% of the total Sale Consideration and cleared all dues till date to the Developer, who may in its discretion permit the same subject to conditions as it may deem fit and proper keeping in view the guidelines issued by competent authority.

Further the Purchaser(s) shall pay stamp duty and registration charges as applicable at the time of transfer of the apartment.

5. (n) Transfer Fee

Transfer fee @ Rs 120/- (One hundred two only) per sq.ft. of the area of the flat will be charged at the time of transfer of the apartment.


5. (o) Registration of Address:

That in case of joint allotment, all communications demand notices etc. shall be sent by the Developer to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Purchaser(s) whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Purchaser to inform the Developer by Registered A.D. post about all subsequent changes in his address, if any, failing which all demands notices and letter posted at the earlier registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address.

5. (p) Bulk Supply of Electricity:

That if the permission to receive and distribute Bulk Supply of Electricity in the said Complex


Purchaser (s)

For **W. H. MATCON**

Partner
Developer

is received by the Developer or its nominated Maintenance Agency or the Association, the Purchaser(s) herein undertakes to abide by all the conditions of the sanction of receive bulk supply and distribute the same is granted. Subject to the foregoing, Purchaser(s) shall execute a Power Supply Agreement and /or any other document as may be required for the purpose, containing requisite terms, and conditions.

5 (q) **Power back-up:**

That the Developer shall install additional equipments for Power Back-up facility common to all Apartments in the said Development at no additional installation cost to the Purchaser(s). it is however accepted by the Purchaser(s) that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards the said Facility. An undertaking with regard to the said Power Back-up, duly executed by the Purchaser(s)

Further the said Power Back-up facility is an additional feature and the Purchaser(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on part of the Maintenance Agency/Association of Apartment Owners/ any other Developer or body providing the same, to continue to provide the same. In Event the Purchaser(s) requires any further Power Back-up for its appliances/equipment, the Purchaser(s) at its own cost & risk may install appropriate Stabilizers/ Uninterrupted Power Supply units within the Apartment. The said power back-up facility shall be usage based and the Purchaser(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency in providing the same. That the Maintenance Agency/any other Developer or body, providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer/Maintenance Agency/ any other body providing the same

5 (r) **Association of Owners:**

That the Purchaser(s) undertake to join the Association of Owners as may be formed by the Developer on behalf of the Apartment owners and to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary by the Developer for this purpose failing which the same shall be treated as unpaid portion of the consideration Payment. Interest is received by the Developer/Maintenance Agency. An application form for formation of Association

CLAUSE 6

REPRESENTATION AND OBLIGATIONS OF DEVELOPER

- 6 (a) The developer undertakes to allow the Purchaser (s) to hold, use and enjoy the Apartment and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for, or on its behalf.
- 6 (b) That in case the Purchaser(s) wants to avail of a loan facility from its employer or financial institution to facilitate the purchase of the unit applied for, the Developer shall facilitate the process subject to the following:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the Purchaser(s) only.

FOR N. H. MATCON



- (ii) The responsibility of getting the loan sanctioned and disbursement getting delayed, the payment to the developer, as per schedule, shall be ensured by the Purchaser(s)
6. (c) The Developer has the right to raise the finance from any Bank/ Financial institution/Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favor of one or more such institutions and for such and act the Purchaser(s) shall not have any objection and the consent of the Purchaser(s) shall be deemed to have been granted for creation of such charge during the construction/ completion of the Project/Complex. Notwithstanding the foregoing the Developer shall ensure to have such charge if any, vacated before completion of the Project/Complex and execution of the Conveyance Deed documents in favour of the Purchaser(s).

CLAUSE 7 INDEMNITY

The Purchaser(s) hereby agrees that it shall abide by the terms and conditions of the Agreement and the applicable laws and if there be any contravention or non-compliance of any of the provisions of the Agreement, the Purchaser(s) shall be liable for such act. If any loss is occasioned due to the act of Purchaser(s), the Purchaser(s) shall indemnify the Developer for such and act which has occasioned the loss.

CLAUSE 8 GENERAL

8. (a) Stamp Duty:

The Stamp Duty and other related expenses in the execution of the Sale Deed is Pursuance to his Agreement shall be borne and paid by the Purchaser(s).


8. (b) Force Majeure:

That, however, if the completion of the Apartment is delayed by reasons of 'Force Majeure' or circumstances beyond the control of the Developer or because of any notice or order of the government, including slow-down strike, or availability of material, or interruption or by reason of war enemy or terrorist action or any act of God, delay in the gradual completion/ occupation certificate by the Government and/or any other public or competent authority or for any reason beyond the control of the Developer, the Developer shall be entitled to reasonable extension of time in the agreed date for delivery of possession of the Apartment.

8. (c) Entire Agreement:

This Agreement constitutes the Entire Agreement between the Parties and supersedes all previous agreements, oral, written, or implied, concerning the transaction. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties. The terms and conditions & various provisions embodied in this agreement shall be incorporated in the Sale Deed & shall from part thereof, to the extent that those are necessary.


Purchaser

For N. H. MATCON

Developer

8 (d) Execution of Sale Deed:

That the Developer shall execute the Sale Deed and cause it to be registered in favour of the Purchaser(s) after completion of construction of the Apartment and after receipt from the Purchaser(s) of the full consideration and /or other dues and other charges mentioned in this Agreement.

**CLAUSE 9
BROCHUER**

The Content of Brochure and any advertisement is not an integral part of this Buyer's Agreement.

**CLAUSE 10
WAIVER**

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

**CLAUSE 11
FEMA**

That the Purchaser(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or all other necessary provision as laid down and notified by the Govt. or concerned Statutory Authorities from time to time. Including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Purchaser(s) shall also furnish the required declaration to the Developer by the notary at the time of registration.

**CLAUSE 12
BREACH**

If the Purchaser(s) fails to perform or observe all or any of the stipulations contained herein, the Developer shall have the right to terminate the Agreement at the Earliest Notice along with the accrued interest on delayed payment till the time of breach. Any amount retained by the Developer.

**CLAUSE 13
APPLICABLE LAW AND JURISDICTION**

- 13 (a) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- 13 (b) That the Courts at Derabassi, District Mohali (Punjab) & Punjab and Haryana High Courts, Chandigarh shall have the jurisdiction in all matters arising out of and / or concerning this transaction.


Purchaser


For N. MATHEW
Purchaser

CLAUSE 14 ARBITRATION

- 14 (a) All disputes, differences, or disagreement arising out of, in connection with or in relation to this Agreement, shall be mutually discussed and settles between the Parties & shall be binding & applicable on both.
- 14 (b) However, disputes, differences or disagreement arising out of, in connection with, or in relation to this Agreement, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws.
14. (c) The venue of arbitration shall be at Zirakpur, Distt. Mohali, Punjab and the Award of the Arbitrator(s) shall be rendered in English.

CLAUSE 15 NOTICE

Any notice or letter of communication to be received on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the address shown at recital of the Agreement and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by ~~any other means~~. However, any change in the address of the Purchaser(s) shall be communicated to the Developer via registered post within seven days change of address. The Purchaser(s) shall be liable for all the consequences flowing from non-observances of this clause.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

DEVELOPER



ALLOTTEE(S)
SIGNED AND DELIVERED

For and on behalf of M/S N.H. Matcon
For N. H. Matcon

(Authorised Signatory)

Witness - 1

Witness - 2


Purchaser (s)

For N. H. Matcon

Developer

Annexure A Payment plan

Plan:- Down Payment / Construction Linked / Time Bound

Down payment Plan		
	%	Amount
Booking Amount		
Within 30 Days of Booking		
At the time of Notice of Possession		

Construction Linked Plan		
Linked Stages	%	Amount
Booking Amount	10	350000-
Within 30 Days of Booking	15	525000.
On casting of Stilt Parking Slab	7.5	262500
On casting of Second Floor Slab	7.5	262500
On casting of Fourth Floor Slab	7.5	262500
On casting of Fifth Floor Slab	7.5	262500
On casting of Seventh Floor Slab	7.5	262500
On casting of Eighth Floor Slab	10	350000
On Start of brick work in the apartment	7.5	262500
On Start of Electrical & Plumbing Work in the apartment	7.5	262500
On Start of Plaster in the Apartment	7.5	262500
At the Time of notice of possession	5	175000




Time Bound Plan		
Date	%	Amount


Purchaser(s)

For N. H. MATCO

Partner
per

Transfers

<p>I/We hereby transfer all the rights and liabilities under this agreement to:-</p> <p><u>SH. VISHAL ARORA</u> <u>8/0 SH. N. K. LAL</u> <u># 651 5th FLOOR SEC-2</u> <u>15 - CHANDIGARH</u></p> <p></p> <p>Transferor</p>	<p>I/We hereby accept all the rights and liabilities under this agreement transferred in my / our favour by</p> <p><u>SH. GLENDER SINGH</u> <u>8/0 SH. JOSHI SINGH</u> <u>Floor NOB3, C-6, GULSHAN</u> <u>TRINITY HIMMATGARH</u> <u>2-RANPUR</u></p> <p></p> <p>Transferee</p>	<p>The above Flat Transfer is hereby confirmed and transferred</p> <p>For M/s N.H. Matcon</p> <p></p> <p>Authorised Signatory</p>
<p>I/We hereby transfer all the rights and liabilities under this agreement to:-</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Transferor</p>	<p>I/We hereby accept all the rights and liabilities under this agreement transferred in my / our favour by</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Transferee</p>	<p>The above Flat Transfer is hereby confirmed and transferred</p> <p>For M/s N.H. Matcon</p> <p>Authorised Signatory</p>
<p>I/We hereby transfer all the rights and liabilities under this agreement to:-</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Transferor</p>	<p>I/We hereby accept all the rights and liabilities under this agreement transferred in my / our favour by</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Transferee</p>	<p>The above Flat Transfer is hereby confirmed and transferred</p> <p>For M/s N.H. Matcon</p> <p>Authorised Signatory</p>


 Purchase (s)