

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this ____ day of _____, 2017

By and Between

ATS Infrastructure Limited (CIN No. U45201DL1996PLC083475), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 711/92, Deepali, Nehru Place, New Delhi – 110019 and its corporate office at Plot No. 16, Sector 135, Noida, (PAN – AADCA0609B) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the “**Land Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

ATS Estates Private Limited (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 711/92, Deepali, Nehru Place, New Delhi – 110019 and its corporate office at Plot No. 16, Sector 135, Noida, (PAN – _____) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is a company]

_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a Hindu undivided family (HUF)]

Mr. _____, (Aadhar no. _____) son _____ of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee].

The Land Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. ATS Infrastructure Ltd, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 711/92, Deepali, Nehru Place, New Delhi – 110019 is the absolute and lawful Owner of land admeasuring 23.5335 acres (9.5236 Hectares) approximately situated at Revenue Village of Madhopur, Tehsil Derabassi, Derabassi, District SAS Nagar (Mohali), Punjab India (“Said Land”). The registry wise detail of land is given in Schedule ‘A’. The Land Owner and the Promoter have entered into a development agreement dated 20th July, 2007 registered as document no. 2903 at the office of the Sub-Registrar,

Derabassi and other supplementary agreements for the development of the Said land along with other land parcels forming part of the said development agreement;

- B. The Said Land is earmarked for the purpose of building a residential plotted project, comprising of 353 plots and other areas as per approved layout plan. The said project shall be known as 'ATS Golf Meadows-V ' ("Project");
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;
- D. The Regional Deputy Director-cum-Competent Authority, Local Government, Patiala has granted the License to develop the Project vide approval dated _____ bearing no. _____;
- E. The Developer has obtained the final layout plan approvals for the Project from _____. The Developer 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;
- F. The Developer has got registered the Project under the provisions of the Act with the Punjab Real Estate Regulatory Authority at Sector 18, Chandigarh on _____ under registration No. _____.
- G. The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square meters (i.e. _____square yards) and of pro rata share in the common areas, if any ("Common Areas") as defined under clause (n) of Section 2 of the Act and any other applicable law/judgments (hereinafter referred to as the "Plot" more particularly described in **Schedule B**);
- H. The Allottee has inspected the site where the Project is proposed to be developed along with the ownership records and other related documents and hereby acknowledges that the Promoter has readily provided all information and clarifications as required. The Allottee has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the Said Plot. Further, the Allottee is satisfied about the title of the Promoter related to the Project and is also content with the right, title and interest of the Developer to sell the Said Plot and receive the Total Price.

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS.-

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para G;
- 1.2 The Total Price for the Plot is Rs. _____ (Rupees _____ only) (“**Total Price**”) The Break Up of the Total Price is enumerated in **Schedule D:**

Plot No.	Rate of Plot per square meter

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in

connection with the development of the Project payable by the Promoter) up to the date of handing over the possession of the Plot:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as per the payment plan with reference to clause 1.4. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Plot includes *pro rata* share in the Common Areas, if any as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule E (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @NIL % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 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 amenities provided in the sanctioned plan in respect of the Plot, 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 and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

- 1.7 The Promoter shall confirm the final area of the Plot that has been allotted to the Allottee after the development of the Project is complete and the Completion/Part Completion Certificate as the case may be is granted by the competent authority. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square yard as agreed in Clause 1.2 and **Schedule E** of this Agreement.
- 1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas, if any. Since the share / interest of Allottee in the Common Areas (if any) is undivided and cannot be divided or separated, the Allottee shall use the Common Areas, if any, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas, if any, to the association of allottees as provided in the Act;
 - (iii) That the computation of the price of the Plot includes recovery of price of Plot, Development of the Common Areas, if any, internal development charges, external development charges, taxes, etc. and includes cost for providing all other facilities forming part of Common Areas as provided within the Project but excludes Commercial Area/convenient shops, Nursery School Area, booths, Club, if any, unalloted parking's and such other areas which does not form part of Common Areas.
- 1.8 It is agreed that the Project is an independent, self-contained Project covering the said Land. It is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available for use and

enjoyment of the Allottees of the Project on said Land according to the concerned Act, Rules, regulations and byelaws in respect thereof.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT.-

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule E] through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-

3.1 The Allottee, if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,

1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application /allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE.-

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule E (“Payment Plan”)**.

6. DEVELOPMENT OF THE PROJECT.-

The Allottee has seen the specifications of the Project and accepted the Payment Plan, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans and specifications of the Project. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed or

notified by the State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT.-

7.1 Schedule for possession of the said Plot. - The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”) or due to Courts Order, Government Policies/ Guidelines, decisions affecting the regular development of the real estate project. If, however, the completion of the Project is delayed due to the conditions above mentioned then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession. - The Promoter, upon obtaining the completion certificate or part thereof of the Project from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/association of allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the completion certificate or part thereof of the Project.

7.3 Failure of Allottee to take Possession of Plot.- Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as may be determined by the Promoter/Maintenance Agency/Association of Allottees as the case may be. On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the Plot shall be extended to the extent of period of delay in paying the defaulted amount, subject to the payment of maintenance charges and holding charges.

- 7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, if any, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

- 7.5 **Cancellation by Allottee** – 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.

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

Except for occurrence of a Force Majeure event, Court Order, Government policies/Guidelines, decision, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the offer of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) the Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) there are no encumbrances upon the said Land or the Project except as disclosed by the Promoter during registration of the project under the Act;
- (iv) there are no litigations pending before any Court of law with respect to the said Land, Project or the Plot except as disclosed by the Promoter during registration of the project under the Act;
- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Project or Phases as the case may be, as well as for the, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or Phases as the case may be, as well as for the , said Land, Building and Plot and for common areas;
- (vi) the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the Allottees;

- (x) the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of Plot has been issued; and
- (xii) no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.-

9.1 Subject to the Force Majeure, Court Order, Government policies/ Guidelines, decision clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) promoter fails to provide possession of the Plot to the Allottee within the time period specified. At the time of offer of possession the Project shall be in a habitable condition and complete in all respects as per the completion certificate/part completion issued by the competent authority. However, notwithstanding anything stated herein, the Promoter shall not be responsible towards any delay caused by the relevant authority in granting such completion /part completion certificate or any other approval, and the Promoter shall be required to follow up with the authority on a best effort basis;
- (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.

9.2 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 interest for the period of such delay; 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 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 offer of possession of the Plot.

9.3 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 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 two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the ten percent of the total amount of the consideration money, interest and other dues and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID PLOT.-

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot within three months from the issuance of the completion/part completion certificate. However, in case the Allottee fails to deposit the stamp duty registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID PROJECT.-

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project

by the association of the Allottees upon the issuance of the part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance along with applicable tax shall be borne by the Allottee on pro-rata basis. The Allottee shall further be liable to pay a maintenance deposit of Rs. _____/- (rupee _____ only) to the promoter/maintenance agency/association of allottee before handing over possession of the Plot.

- 11.2 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of Maintenance Deposit shall be a condition precedent for handing over possession of Plot by the Promoter and also for executing the Conveyance Deed of the Plot.

12. DEFECT LIABILITY-

It is agreed that in case any structural defect in quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of *five years* by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act;

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-

The Allottee hereby agrees to purchase the Plot on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE PLOT FOR REPAIRS.-

The Promoter / maintenance agency /association of allottees/ competent authority shall have rights of unrestricted access of all Common Areas or Plot (if required), for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Plot or any part

thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE.-

- 15.1 The Allottee shall use the Plot only for residential purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any other Plot and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas.
- 15.2 The Allottee hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Plot for which the Allottee of the Plot shall be solely liable and responsible, without any recourse to the Promoter.
- 15.3 If the Allottee uses or permits use of the Plot for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Plot besides pursuing such other remedies as may be available to the Promoter under the Applicable Laws.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT.-

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot and unit constructed thereupon at his/her own cost, in good repair and condition and shall not do or suffer to be done anything on the Plot, and/or the project which may be in violation of any laws or rules of any authority or change or alter or make additions to the boundary of the Plot and keep the Plot, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Plot or anywhere on the exterior of the project common areas. Further, the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages/ Common area. The Allottee/ Association of Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the association of allottees and/or maintenance

agency appointed by the association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-

The Allottee is entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Plot at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS.-

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot 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 Plot..

19.2 The Allottee may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall keep the Promoter indemnified from all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee' banker / financial institution to facilitate the

Allottee to obtain the loan from such bank / financial institution for purchase of the Said Plot. The Allottee hereby agrees that the Promoter shall be entitled to cancel this Allotment Letter at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

19.3 The Allottee may obtain finance from any financial institution / bank or any other source as stated above, but the Allottee obligation to purchase the Plot and pay the amounts payable pursuant to this Agreement is not to 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 has been able to obtain financing for the purchase of the Plot.

20 INDEMNITY

The Allottee undertakes to indemnify and keep the Promoter, and their officers / employees jointly and severally fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") faced, suffered, inflicted or incurred by the Promoter, other occupants as consequence of breach of any of the representations, warranties covenants or provisions as mentioned herein. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Plot due to the Allottee's willful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and / or negligence on the part of the Allottee.

21 BINDING EFFECT.-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee. and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. 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. If, however, after giving fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter shall forfeit the booking amount.

22 ENTIRE AGREEMENT.-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Plot or Project.

23 RIGHT TO AMEND.-

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

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES.-

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 project shall equally be applicable to and enforceable against any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE.-

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule E] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26 SEVERABILITY.-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.-

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

28 FURTHER ASSURANCES.-

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 PLACE OF EXECUTION.-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Agreement is duly executed by the Allottee and the Promoter the said Agreement shall be registered at the office of the Sub-Registrar. The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement shall also be borne by the Allottee.

30 NOTICES.-

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

_____ (Name of Allottee)

_____ (Allottee Address)

M/s _____ (Promoter name)

711/92, Deepali, Nehru Palace, New Delhi-110019 (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31 JOINT ALLOTTEES.-

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

33 GOVERNING LAW.-

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 for the time being in force.

34 DISPUTE RESOLUTION.-

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witnesses, signing as such on the day first above written, SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on in the presence of:

Please affix
photograph
and sign across
the photograph

Please affix
photograph
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Land Owner:

(Authorized Signatory)

Please affix
photograph
and sign across
the photograph

Promoter:

(authorized Signatory)

Please affix
photograph
and sign across
the photograph

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

Schedule A

Description of Project Land:-

A) Land Owned by M/s ATS Infrastructure (Land Owner) Limited in Village Madhopur, Tehsil Derabassi, District SAS Nagar (Mohali), Punjab:-

S. No.	Name of Seller	Reg. No	Reg. Date	Khewat / Khatoni No	Khasra No	Area in Project		
						B	B	B
1	Ratan Lal	1671	31-05-05	64/94, 63/92-93	1544/1147/245/2(1-4), 1148/246(0-16), 242(2-6), 241(2-0)	0	16	0
2	Jai Singh	3221	19-07-05	60/89	1149/246(3-4)	3	4	0
3	Gurmej Singh, Ajaib Singh	2285	15-06-05	85/131-132	135(1-7), 1061/138(2-2), 1066/139(2-7), 249(4-0), 248(2-16), 250(4-0), 253(4-0), 254(4-0), 257(3-10), 301(3-0), 302(3-8), 305(3-8), 1058/131(1-10), 136(2-1), 137(4-7), 247(4-16), 251(4-0), 255(4-0), 256(3-10), 300(3-10), 303(4-0), 304(4-0), 646(0-2), 672(0-4)	22	6	0
4	Mandip Kaur & Jaswant Kaur	11640	15-12-10	83/113 to 116/1	1058/131(1-10), 137/2min(3-19), 247(4-16), 251(4-0), 252(4-0), 255(4-0), 256(3-10), 1061/138/2(1-8), 300(3-10), 303(4-0), 304(4-0), 136(2-1), 135(1-7), 137/1(0-8), 1061/138/1(0-14), 1064/139(2-7), 248(2-16), 249(4-0), 250(4-0), 253(4-0), 254(4-0), 257(3-10), 301(3-0), 302(3-8), 305(3-8)	4	16	0
5	Satnam Singh	4494	02-09-05	35/55	1556/275/2(1-11), 1558/276/2(4-0), 1562/278/2(4-0), 1560/277/2(4-0), 1564/279/2(3-10)	8	10	10
6	Durga Dass, Sita Ram	13543	07-03-06	36/56-57, 393/753-54	271/1(3-3), 271/2(0-12), 272(3-0), 273(3-8), 274/1(4-0), 274/2(1-0), 1555/275/1(1-0), 1556/275/2(2-9), 1557/276/1(1-0), 1559/277/1(1-0), 1561/278/1(1-0), 1563/279/1(0-18), 259(2-12), 260(3-0), 263(3-0), 264(3-0), 267(3-0), 268(3-0), 1150/269(2-12), 270(2-5), 258(3-10), 261(4-0), 262(4-0), 265(4-0), 266(4-0), 1151/269(2-18)	65	15	0
7	Jasbir Singh	5501	19-11-07	35/55	1556/272/2(1-11), 1568/276/2(4-0), 1560/277/2(4-0), 1564/279/2(3-10)	8	10	10
						113	18	0
						23.5331		

**SCHEDULE 'B' – PLEASE INSERT DESCRIPTION OF THE PLOT FOR
RESIDENTIAL USAGE AND THE COVERED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

SCHEDULE 'D' – BREAK UP OF TOTAL PRICE .

SCHEDULE 'E' – PAYMENT PLAN