

**Customer's Copy/ Site-in-charge's Copy/CRM Deptt. Copy)**  
**(In Triplicate)**

**Possession Letter No. : JGC**

**HANDING OVER OF PHYSICAL POSSESSION OF THE FLOOR**

We, M/s Jindal Realty Ltd (Erstwhile JINDAL REALTY PVT. LTD.) having its Registered Office at DSM- 648, 6<sup>th</sup> Floor, DLF Towers, Shivaji Marg, Najafgarh Road, Moti Nagar, New Delhi-110015 and Land Owning Companies as defined in the Floor Buyer Agreement (hereinafter collectively referred to as the " OWNERS" have handed over the vacant physical possession alongwith the Keys of the **Unit No. 193, Ground Floor Block No. C** in "Sonepat Global City(now named as Jindal Global City), Phase- III", Sector-33, 34 and 35, Sonapat, Haryana to the complete satisfaction of the Purchaser(s)/Allottee(s) **Mrs. Anju Chauhan W/o Mr. Manmohan Chauhan, Having Aadhar No. 885050044494, Pan No. APDPC5602G R/o H. No. 308 L, Ward No. 0, Model Town, Panipat, Haryana-132103** on this the 30 day of oct 2019 in the presence of following amongst other witnesses. The carpet area of the Unit is admeasuring 920.32 square feet (85.50 square meter).and bounded as follows:

North : Plot No. C-192  
East : Green

South : Plot No. C-194  
West : 12 Meter wide Road

Possession handed over:  
For Jindal Realty Ltd. & Land  
Owning Companies

Authorised Signatory

*Anju Chauhan*

(Mrs. Anju Chauhan)

**Declaration:**

I/We, Mrs. Anju Chauhan W/o Mr. Manmohan Chauhan, Having Aadhar No. 885050044494, Pan No. APDPC5602G R/o H. No. 308 L, Ward No. 0, Model Town, Panipat, Haryana-132103 do hereby confirm and declare that I/We have taken exclusive, peaceful, vacant physical possession of the aforesaid Floor as stated hereinabove, after due inspection at my/our end to my/our complete satisfaction and henceforth have no claim against the Owners of any nature whatsoever and on any account in terms of the Floor Buyer's Agreement. I/We have seen and identified the Floor on spot which is free from any type of encroachment. Now, I shall be fully responsible for the same and discharge the Developer/Owners of all the obligations under Floor Buyer Agreement. I/We undertake to follow the provisions of HUDA Act, 1977 and HUDA (Erection of Building) Regulations, 1979, Haryana Urban Development Laws, with the latest amendments and any other applicable laws, rules, regulation etc. I/We further undertake not to encroach upon the land belonging to the company, other Allottees and the common/green areas.

(Mrs. Anju Chauhan)

*Anju Chauhan*

**Witnesses:**

- 1.
- 2

**Jindal Realty Limited**

(Formerly Jindal Realty Private Limited)

Main Office: Jindal Global City, Sector - 35, Sonapat - Narela Road, Sonapat, Haryana - 131001

CIN No. U45201DL2005PLC140023

T +91 130 4092100 W [www.jindalrealty.com](http://www.jindalrealty.com), E: [crm@jindalrealty.com](mailto:crm@jindalrealty.com),

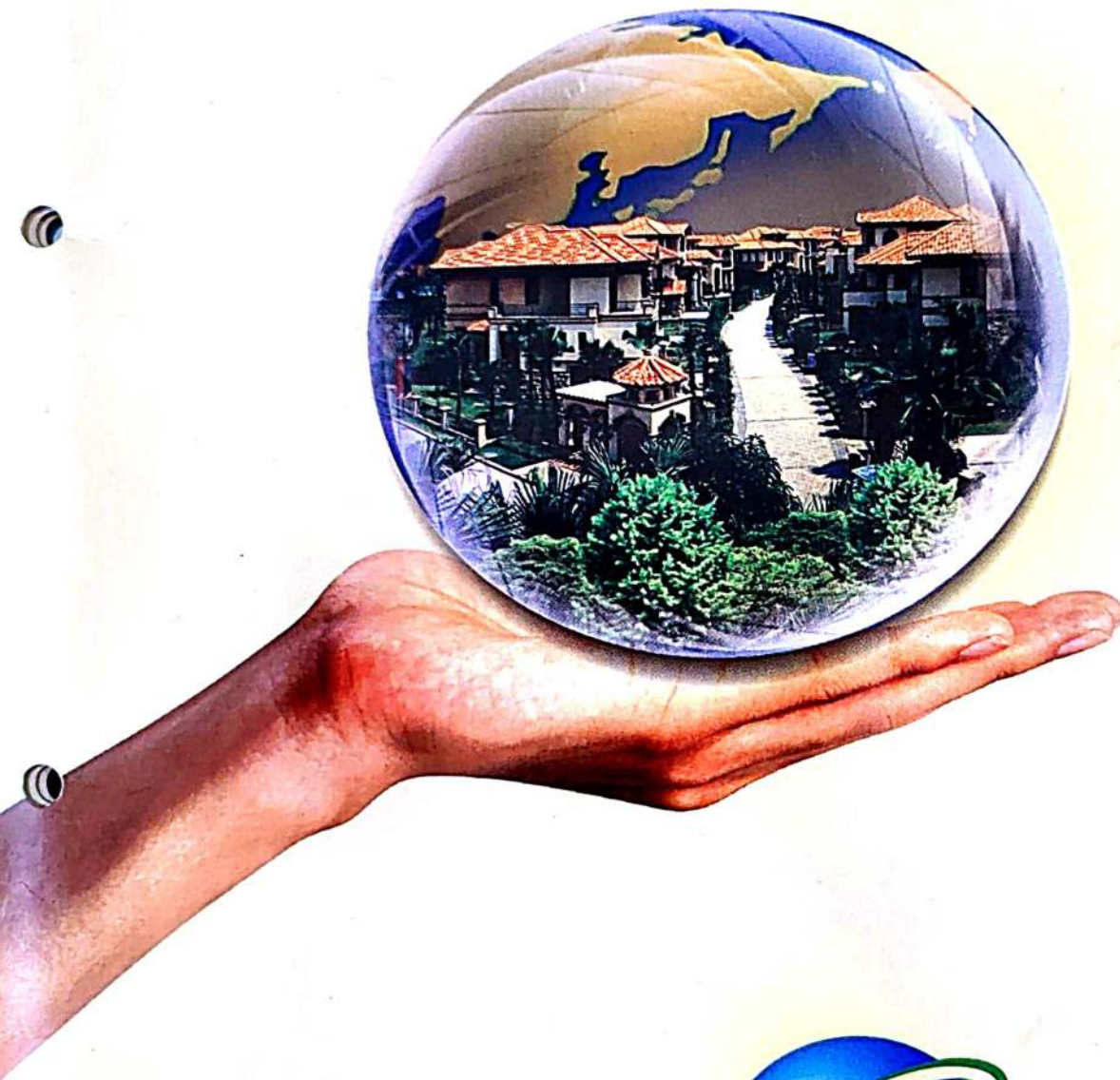
Registered Office: DSM 648, 6<sup>th</sup> Floor, DLF Tower, Shivaji Marg, Najafgarh Road, Moti Nagar, New Delhi - 110015

JSF00103

C-193



## BUYER'S AGREEMENT (BUILT - UP SCHEME)



**JINDAL**   
**GLOBAL CITY**  
SONEPAT, HARYANA (INDIA)



BUYER'S AGREEMENT  
(BUILT - UP SCHEME)

BETWEEN

**JINDAL** REALTY (P) LIMITED

AND

MRS. ANJU CHAUHAN

R/O- L-308, MODEL TOWN, PANIPAT

HARYANA - 132103

UNIT NO. 193 BLOCK C  
TYPE - AREA 1450 sq. ft.

IN

**JINDAL**   
**GLOBAL CITY**

SECTOR-33-35, SONEPAT, HARYANA (INDIA)

### INSTRUCTIONS TO THE ALLOTTEE(S)

Anyone desiring to purchase a House / Villa / Floor (hereinafter referred to as the "Unit") will be required to execute the Buyer Agreement for each Unit desired to be purchased. The Buyer Agreement sets forth in detail the terms and conditions of sale with respect to the Unit and should be read carefully by each Allottee(s). Signed Buyer Agreement will not be accepted by the Allottee(s) for three consecutive business days following the Allottee(s)' receipt of the copies of the Buyer Agreement along with all its Annexure as attached therewith. The Developer expects that during the time given i.e. three consecutive business days from the receipt of the copies of the Buyer Agreement, the Allottee(s) shall have read each and all clauses of this Agreement carefully, understood the legal implications thereof, understood his / her / its / their obligations and liabilities and the Developer's obligations and limitations as set forth in the Buyer Agreement.

As the Buyer Agreement is a legal document, the Developer advises the Allottee(s) to take advice of competent legal counsel/advocates in interpreting the provisions of the Buyer Agreement. The Allottee(s) shall, thereafter, if he/ she/ it / they so decides to enter into the Buyer Agreement, execute and deliver to the Developer, within fifteen (15) days from the date of dispatch of the Buyer Agreement by the Developer, the Buyer Agreement together with all Annexure, and with amounts due and payable as set forth in the schedule of payments. If the Allottee(s) fails to execute and deliver to the Developer the Buyer Agreement in its original form duly signed within fifteen (15) days from the date of dispatch of the Buyer Agreement by the Developer, then the application of the Allottee(s) shall be treated as cancelled and the earnest money paid by the Allottee(s) shall stand forfeited without any notice or reminders and the Allottee(s) shall be left with no right, title or interest in any form or manner in the Unit provisionally offered to the Allottee(s).

The Buyer Agreement will not be binding on the Developer until executed by the Developer through its authorized signatory. The Developer shall have the option to either accept or reject the signed Buyer Agreement within thirty (30) days after receiving the same from the Allottee(s). If the Developer decides to accept the Buyer Agreement, then a signed copy of the Buyer Agreement will be returned to the Allottee(s) for his / her / its / their reference and record and a copy shall be retained by the Developer. If the Buyer Agreement is not executed by the Developer and a copy is not dispatched to the Allottee(s) within thirty days from the date of its receipt from the Allottee(s) by the Developer then the application and the Buyer Agreement shall be deemed to have been rejected by the Developer and all sums deposited by the Allottee(s) in connection therewith shall be refunded without any interest or compensation whatsoever and the Allottee(s) shall be left with no right, title or interest in any form or manner in the Unit provisionally offered to the Allottee(s).

The Developer reserves its right to request thorough identification, financial, personal and other information as it may so desire concerning any Allottee(s). The Developer shall reject and refuse to execute any Buyer Agreement wherein the Allottee(s) has made any corrections / cancellations / alterations / modifications in the Buyer Agreement. The Developer reserves the right to reject any Buyer Agreement executed by any Allottee(s) without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Buyer Agreement or Buyer Agreements as the case may be for one or more Units, to any person or entity and the decision of the Developer shall be final and binding.

I/We confirm that I/We have read and understood the above instructions and each and all clauses of the Buyer Agreement, its Annexure etc. and I/We now execute the Buyer Agreement being fully conscious of my/our rights and obligations and limitations of the Developer and undertake to faithfully abide by all the terms and conditions of the Buyer Agreement.

x Anju Chauhan  
[Allottee(s)]

### Instructions for execution of the Buyer Agreement:

- i. Kindly sign along with joint Allottee(s), if any, on all pages of the Agreement including all Annexure.
- ii. Please also sign at all places filled in ink / ball pen at blank spaces and / or marked (x).
- iii. Kindly paste colour photographs including of joint Allottee(s) and sign across the photographs.
- iv. All the signed copy of the Buyer Agreement with all the Annexure in its original form shall be returned to the Developer by registered post (AD) / hand delivery only within the time stipulated.
- v. Witnesses signatures to be done only on page 18.





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N 066471

This forms an integral part of the plot buyer agreement executed in between of Jindal Realty Pvt. & MRS. ANJU CHAUHAN &

Against Plot/Floor/Villa Number C-193(G.F.)

*Anju Chauhan*

Signature of Allotee (s)

For JINDAL REALTY PRIVATE LIMITED

*[Signature]*  
Authorized Signatory  
Signature of Developer





**BUYER AGREEMENT**

THIS AGREEMENT is made at N. Delhi on this 10<sup>th</sup> day of August 2011.

**BETWEEN**

**M/S JINDAL REALTY PVT. LTD.** a company registered under the Companies Act, 1956 and having its registered office at 1104, 11<sup>th</sup> Floor, 89, Nehru Place, New Delhi – 110019 (INDIA) and business office at 3<sup>rd</sup> Floor, M-11, Connaught Place, New Delhi-110001, represented herein through duly constituted attorney of the Developer, (hereinafter referred to as the **"DEVELOPER"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, executors, and assigns) of the **FIRST PART**;

**AND**

**\*\*1. Shri/Smt.** ANITA CHAUHAN  
Son/Daughter/Wife of Shri MANMOHAN CHAUHAN  
Resident of C-308, MODEL TOWN, PANIPAT, HARYANA - 132103

**\*2. Shri/Smt.** ..... **For JINDAL REALTY PRIVATE LIMITED**  
Son/Daughter/Wife of Shri .....  
Resident of .....

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

(hereinafter singly/jointly, as the case may be, referred to as **"THE ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assigns of the **SECOND PART**;

**OR**

**\*\*M/s** ....., a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at ..... hereinafter referred to as **"THE ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their respective heirs, legal representatives, administrators, executors, successors and assigns) acting through its partner Mr./Mrs./M/s. .... of the **SECOND PART**;

**OR**

**\*\*M/s** ..... a Company registered under the Companies Act, 1956, having its registered office at ..... acting through its duly authorized signatory Shri/Smt. .... authorized vide Board resolution dated ..... (hereinafter referred to as **"THE ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART**;

(Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

**OR**

**\*\* M/s** ....., a Hindu Undivided Family, having its residence at ..... through its Karta Mr. ...., (hereinafter referred to as **"THE ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include its coparceners, heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**.

(\*\* Strike-out whichever is not applicable).

(The Developer and the Allottee(s) shall be hereinafter jointly referred to as the "Parties" and individually as the "Party").

**For Jindal Realty Pvt. Ltd.**

Anita Chauhan  
Allottee(s)

[Signature]  
Authorized Signatory(ies)



**WHEREAS** M/s Jindal Realty Pvt. Ltd. (formerly Known as Duce Properties & Services Pvt. Ltd.) along with other companies / sister concerns / owners (hereinafter collectively referred to as "Owners") are the recorded owners and are sufficiently entitled to the land admeasuring approximately 650 Acres located at Sector-33, 34 & 35, within the revenue estate of village Rathdhana & Liwan, Tehsil & District Sonapat in the state of Haryana (Hereinafter referred to as the "said Property").

**AND WHEREAS** out of the said property, some of the Owners have obtained necessary licenses bearing No. 71/2009 dated 26<sup>th</sup> November, 2009 for the first phase of development over the aggregate land admeasuring approximately 110.262 acres (Hereinafter referred to as the "said Land") from The Director, Town & Country Planning, Haryana, Chandigarh, for Development of a colony/township on the said land (hereinafter referred to as the "said Project")

**AND WHEREAS** the Developer and the aforesaid owners have reached to an understanding for the purpose of developing the said land into a residential colony / township in terms of licence granted herein above and carrying out residential/commercial development on the said land as permissible under law.

**AND WHEREAS** in accordance with the said arrangement/agreement with such owners, the Developer is in the process of developing a residential colony/township known as "Jindal Global City, Sonapat" (hereinafter referred to as "said Project or Colony or Township") on the said land in terms of licence granted vide license bearing no.71 of 2009 and after obtaining other permission/approvals for the said purpose in the name of the owners from the Director, Town & Country Planning Haryana, Chandigarh.

**AND WHEREAS** the Developer / Owners / other associates may be acquiring / adding some more lands in the neighborhood of Said Project/Property and such lands as and when licensed and approved by the competent authority(ies), shall be deemed to be part of the approved lay out plan of Said Project and accordingly the area of Said Project shall stand enhanced, and in that case Annexure-A of this agreement shall automatically stand superseded and be substituted by such subsequently approved lay out plan(s) of the Said Project and shall be deemed to form part of this Agreement.

**AND WHEREAS** the Developer has specifically made clear that the layout plan of the Said Project, presently annexed hereto as Annexure-A is tentative and subject to change as may be required necessary by the Developer and subject to its approval by The Director, Town & Country Planning, Haryana, Chandigarh and any changes/ directions/ conditions imposed by The Director, Town & Country Planning, Haryana, Chandigarh, while approving the proposed layout plans, shall be binding on both the Allottee(s) and the Developer and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Developer to seek consent of the Allottee(s) for the purpose of making any changes as per requirement and/or in order to comply with such directions / condition / changes and the layout plan of the Said Project, as may be amended and approved from time to time, shall supersede the proposed layout plan as given in Annexure-A hereto and/or previously approved layout plan(s), as the case may be, and shall automatically form a part of this Agreement as Annexure-A in place of presently attached layout plan or previously approved layout plan(s) as the case may be.

**AND WHEREAS** the Developer has further clarified to the Allottee(s) that the proposed tentative layout plan as given in Annexure-A of this Agreement depicts several zones with each zone as may be earmarked for residential or other uses, provided however, the total number of zones and their earmarked uses may be changed as per the directions of the competent authority(ies) or at the sole discretion of the Developer.

**AND WHEREAS** the Developer has further clarified to the Allottee(s) that the tentative layout plan as given in Annexure-A of this Agreement may have residential or other projects areas as may be earmarked in different zones, but however, this Agreement is confined and limited in its scope only to the sale of residential Unit in the Project known as "Jindal Global City, Sonapat" which may consist of other Residential Plot / House / Villa / Independent Floor / Duplex / Shop / Office Space to be developed / constructed on a portion of the said project land earmarked and delineated in the Said Project in accordance with the building plan(s) approved by the competent authorities.

**AND WHEREAS** the Developer has explained to the Allottee(s) that the purpose of description of entire Project is merely to acquaint the Allottee(s) with the overall picture of the development that may take place in the Project, and that such tentative description of the overall development plan of the Project is not intended to convey to the Allottee(s) any impression of any right, title or interest in any of the zones/phases to be developed in or in any land(s) falling outside the said Portion of land/built-up house/floor specifically earmarked for the development/construction of the Project which is the subject matter of this Agreement.

**AND WHEREAS** the Allottee(s) has applied for the allotment of a Residential Floor and the Developer on acceptance of the said application has allotted a residential Floor situated at Ground Floor having built up area of 145.0 square ft. proposed to be constructed over Plot size of 840 Sq.Yd. (840 sq. meters) bearing No. 193. Block C Type ..... (herein referred to as the "said Unit") located at "Jindal Global City, Sonapat" and upon the Allottee(s) fulfilling all his/her/its obligations under this Agreement, the Owners/Developer will execute the final Deed of Conveyance for the transfer of title in favour of the Allottee(s) in accordance with the terms and conditions of this Agreement. The tentative Unit/ Floor / Duplex/ Villa Plan of the said Unit is attached herewith as Annexure-B which shall be finished in accordance with the specifications enumerated in Annexure-C hereto.

**AND WHEREAS** it is fully understood and agreed by the Allottee(s) that based on this understanding, the Developer shall obtain necessary approval, sanctions and permissions as part of its integrated development of the "Jindal Global City, Sonapat", and start construction of the said Unit in accordance with the building plans to be sanctioned by the Competent Authority.

*Anji Chauhan*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)

For JINDAL REALTY PRIVATE LIMITED  
*[Signature]*  
Authorised Signatory



**AND WHEREAS** the Allottee(s) is aware that the Developer is still in the process of developing the "Jindal Global City, Sonapat" proposed to be developed on the said Land/ Property, and in pursuance thereof it is understood and agreed by the Allottee(s) that the location, dimension, size of said Unit i.e. its Built-up Area and/or its plot size is tentative and subject to the increase/decrease and may, at the sole discretion of the Developer, be modified and revised or changed from time to time during the course of its completion and till the grant of the Occupation Certificate.

**AND WHEREAS** it is specifically clarified by the Developer and duly understood and accepted by the Allottee(s) that the tentative Layout Plan (as given in **Annexure-A**); Tentative Floor Plan (as given in **Annexure-B**); details of specifications (as given in **Annexure-C**); and the Tentative Unit/Plot Size which forms the basis for calculation of the sale consideration under this Agreement, is tentative and subject to change as to size, area, location, dimensions etc. until the completion of the construction of the said Unit and the competent authority issues the occupation certificate in respect of such Unit/Project.

**AND WHEREAS** it is specifically clarified by the Developer and accepted by the Allottee(s) that the Built-up Area of the said Unit, if provided with usable balcony(ies) and open terrace(s), shall also include the area of such terrace(s) and balcony(ies) as provided herein. Notwithstanding the inclusion of such areas, the Allottee(s) shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever. Further, the Allottee(s) shall not vary or alter in any manner or tamper with the elevation, height or colour scheme of the exteriors and the boundary wall of the said Unit or extend the Built-up Area of the said Unit in any manner unless specifically provided herein.

**AND WHEREAS** the Allottee(s) has demanded from the Developer and the Developer has allowed the Allottee(s) inspection of the said Portion of land, plans, ownership record of the Project/ land underneath the said Unit and all other documents relating to the title, competency and all other relevant details and the Allottee(s) has confirmed that he/ she/ it is fully satisfied in all respects with regard to the right, title and interest of the Owners, Developer, its Associate Companies, its subsidiary companies in the land underneath the said Unit/ said land on which the said Project is being developed and has understood all limitations and obligations of the Developer in respect thereof. The Allottee(s) has agreed that there shall be no further investigations or objections by him/her/it in this regard and further that he/ she/ it is fully satisfied of the competency of the Developer to enter into this Agreement.

**AND WHEREAS** the Allottee(s) acknowledges that the Developer has readily provided all information, clarifications as required by him/her/it and he/she/it has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and Application Form and that the Allottee(s) has relied solely on his/her/its own judgment and investigation in deciding to enter into this Agreement and to purchase the said Unit. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

**AND WHEREAS** the Allottee(s) has confirmed that he/she has fully verified and satisfied himself/herself in all respects with regard to the right, title and interest of the Owners and the Developer in the said Land as well as the said Unit and the licences, plans etc. and has understood all limitations and obligations of the Owners and the Developer in respect thereof. The Allottee(s) acknowledges that he has verified independently about the title and competency of the owners/ Developers to sell the said Unit and is fully satisfied in this regard in all respects.

**AND WHEREAS** the Allottee(s) has confirmed to the Developer that he/she/it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project in general and the said Unit in particular and the terms and conditions contained in this Agreement and that he/she/it has clearly understood his/her/its rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

**AND WHEREAS** the Developer relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her/its application to allot a residential Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

**1. DETAILS OF THE UNIT, PRICE PAYABLE, DETAILS OF ITEMS INCLUDED AND ITEMS NOT INCLUDED IN THE PRICE**

- i. In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Unit detailed below having approximate super area admeasuring ..... sq. feet along with undivided proportionate share in the land underneath the Building/House in which the said Unit is located calculated in the ratio which the super area of the said Unit bears to the total super area of all the Units in the said Building built up over a particular Plot Size.

**PARTICULARS OF THE SAID UNIT:**

| Unit No. | Block | Floor | Tentative Sale Area (sq.ft.) | Tentative Plot Size (Sq.Yd.) | Share in the Plot  | Terrace/ Lawn Area, if any | Description of PLC, if any |
|----------|-------|-------|------------------------------|------------------------------|--------------------|----------------------------|----------------------------|
| 193      | C     | GROUN | 1750                         | 240                          | Proportionate/Full | 400 Sq.ft.                 | 1,00,000/-                 |

**For Jindal Realty Pvt. Ltd.**

Authorized Signatory(ies)

Angi Chauhan  
Allottee(s)



**AMOUNT PAYABLE:**

- (i) Basic Sale Price
- (ii) Specification Charges
- (iii) EDC & IDC
- (iv) EEC/FFC/Electrical & Water Securities
- (v) Preferential Location Charges (if applicable)
- (vi) Club Membership Charges
- (vii) Interest Free Maintenance Security
- (viii) Registration & Stamp Duty Charges
- (ix) Power Back up Charges
- (x) Other charges, if any

(xi) Down/timely payment discounts, if any

**Total Amount Payable**

Rs. 29,99,000/-  
Rs. as applicable  
Rs. 2,17,500/-  
As applicable  
Rs. 400,000/-  
Rs. On possession  
Rs. On possession  
As Applicable  
As Applicable  
Rs. On possession  
Rs.  
Rs. 33,16,500/-

It is expressly made clear by the Developer and agreed by the Allottee(s) that the Allottee(s) shall also opt for either a Structurally Finished Unit Specification or Standard Unit Specification or a Deluxe Unit Specification as defined in the Specifications listed in **Annexure - C** of this Agreement.

**Specification Type Opted: i) Deluxe ( ) ii) Standard ( ) iii) Structurally Finished Only ( )**

- ii. The total prices are escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase in built-up area of the Unit/area of the Plot, EDC & IDC, increase on account of building materials in excess of 5%, increases on account of additional fire safety measures undertaken, increases in all types of securities to be paid by the Allottee(s), deposits and charges and increase thereof for bulk supply of electrical energy and all other increases in cost / charges specifically provided for in this Agreement and / or any other charges, taxes, cess which may be levied or imposed by the Government / statutory authorities from time to time.
- iii. The Basic Sale Price does not include the (i) External Development Charges (EDC) (ii) Infrastructure Development Charges (IDC) (iii) Preferential Location Charges (PLC) (iv) Electricity Connection Charges (v) Water/Storm Water Connection Charges (vi) Sewerage Connection Charges (vii) Power Back-up Charges (viii) Club Membership Fees & Charges (ix) IFMS (x) Securities (xi) Other Charges as mentioned herein are additionally payable by the Allottee(s) in terms of the schedule of payments in **Annexure-D** or as demanded by the Developer.
- iv. The Allottee(s) thereby agrees that the Preferential Location Charges, as prescribed by the Developer, shall be payable additionally in the manner and within the time as stated in schedule of payments in **Annexure -D**. However, if due to any change in the layouts/ plans or otherwise said Unit/Plot over which the Unit is proposed to be constructed ceases to be preferentially located, then the Allottee(s) shall be entitled to the refund of the amount of Preferential Location Charges or at his/her option get the same adjusted against the installments to be paid by him/her without any interest or compensation. The Developer shall endeavor to relocate the said Unit in another location in **Jindal Global City, Sonapat** with similar preferential Location. If due to any change in the lay-out plans, any non preferentially located Unit becomes preferentially located, then the Allottee(s) undertakes to pay additional preferential location charges to the Developer calculated at rate applicable for such preferential location(s) in the manner as stated in the schedule of payments or as demanded by the Developer.
- v. The payment of proportionate External Development Charges (EDC) and Infrastructural Development Charges (IDC) along with any interest thereon shall always be borne and paid by the Allottee(s), as determined by the Director Town & Country Planning (DTCP), Haryana, Chandigarh which is subject to revision. In case of revision, the same shall be payable by Allottee(s) on demand by the Developer. If such charges are increased (including with retrospective effect), after the sale/conveyance deed has been executed and the same becomes due and payable, the Allottee(s) shall pay the same and such "charges", shall be treated as unpaid sale price of the said Unit and the Developer shall have the final charge/ lien on the said Unit for recovery of such charges from Allottee(s). This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Owner and the Allottee(s).
- vi. That the EDC & IDC excludes amounts which may be demanded by the Government on account of enhancement of compensation for acquisition of land for the purposes of providing external services or expenses for arranging electric connection from Haryana State Electricity Board for electrification of the colony or if the decision is taken by the Government to levy proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., the same shall be recovered from the Allottee(s) as and when demanded by the government authorities within a specified period as per rates, terms and conditions so determined by the Government. The amount of the aforesaid charges from the Allottee(s) as apportioned by the Developer shall be final and binding on the Allottee(s).
- vii. The Allottee(s) also undertakes to pay regularly on demand the maintenance charges and also other charges including taxes, levies and other demands of the government in proportion to the area allotted to him. In the event of any increase in such charges whether prospective or retrospective even after the Sale Deed/ Conveyance Deed has been executed, these charges shall be treated as unpaid sale price of the Unit and the Developer shall have lien on the Unit of the Allottee(s) for recovery of such charges.

*Anju Chauhan*  
Allottee(s)

**For Jindal Realty Pvt. Ltd.**

*[Signature]*  
Authorized Signatory (es)

For JINDAL REALTY PRIVATE LIMITED

Authorized Signatory



- viii. The stamp duty charges and registration charges for execution of the Conveyance Deed in favour of the Allottee(s) shall be paid extra in accordance with the Payment Plan in Annexure-D or as and when demanded by the Developer.
- ix. The Sale Consideration does not include any taxes, surcharge, etc. which is payable or levied on the transaction, unit. The Allottee(s) agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, etc. on the rates as applicable including any enhancement or increase thereof, even if it is retrospective in effect. The Allottee(s) undertakes to pay such proportionate amount, if any, promptly on demand by the Developer.
- x. In case where the Allottee(s) has opted for Down Payment Plan, the Allottee(s) has agreed to pay the rate as per the Schedule of payments given in **Annexure-D** in timely manner. Subject to timely payment of entire amount as per the Down Payment Plan, if agreed under Annexure-D, the Developer may allow, at its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ .....% lump-sum. However, in case of delay in the payment of installment on time, the rebate, if any, so granted shall automatically stand withdrawn with immediate effect and the entire amount without discount shall immediately become due as if such discounts were never given. Under such circumstances, the Allottee(s) shall be dealt in the manner as a defaulter in making the payment of installment and be governed by the provisions of this agreement as applicable to such Allottee(s). The provision for rebate and the rate of rebate shall be subject to revision / withdrawal, without any notice, at the sole discretion of the Developer.
- xi. The Allottee(s) hereby agrees to pay, in addition to all other consideration/ charges, specification Charges as agreed herein above. It is made clear by the Developer and the Allottee(s) agrees that the sale price of the said Unit shall be calculated on the basis of total built-up area plus the cost of land in equal proportion of the Unit area. The Built-up area stated in this Agreement is tentative and is subject to change till the construction of the said Unit/Building is complete and an occupation certificate is received. The final area of the said Unit shall be confirmed by the Developer only after the construction of the said Building is complete and occupation certificate is granted by the competent authority(ies). The total price payable for the said Unit shall be re-calculated upon confirmation by the Developer of the final area of the said Unit/Plot and any increase or reduction in the area of the said Unit/Plot shall be payable or refundable, as the case may be, without any interest, at the rate decided by the Developer irrespective of any rebates allowed/payment plan opted for by the Allottee(s). If there shall be increase in area, the Allottee(s) agrees and undertakes to pay for the increase in area immediately on demand by the Developer as and when such demand is intimated to the Allottee(s) by the Developer irrespective of receipt of the Occupation Certificate and if there shall be a reduction in the area, then the refundable amount due to the Allottee(s) shall be adjusted by the Developer from the final installment as set forth in the Schedule of Payments in **Annexure D**.
- "Built-up Area"** shall mean and include the entire area on each and every floor enclosed by its peripheral walls and all the area under the walls and columns including mummy, if any, area under external staircase as well as balcony(ies) and the area of the usable terraces in finished condition.
- xii. It is further clarified to the Allottee(s) that the Developer has calculated the total price payable for, the said Unit on the basis of the present proposed area of the Unit and the proportionate share in the Plot over which such Unit shall be constructed. The Developer makes it abundantly clear to the Allottee(s) that he/she/it shall be entitled to the ownership rights and rights of usage only as per details given below:
- The Allottee(s) shall have ownership of the said Unit consisting of the Unit area only.
  - The Allottee(s), without any ownership rights, shall also have usage rights in the common areas and facilities within the Township and other common facilities, if any, which may be located within or outside the said Township. The Allottee(s) shall be entitled to use the common areas and facilities within the said Township harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them on payment of fees, charges etc in timely manner.
  - In addition to above and subject to use of additional FAR in case of sale of floor, though may not form a part of computation of area for which price is charged, the Allottee(s) shall have the ownership of undivided proportionate share in the land/plot underneath the said Building/house/Unit only. The undivided proportionate share of land underneath the said Building/Unit/House shall be calculated in the ratio of area of the Unit to the total area of all the Units within the said Building/House only. It is made abundantly clear by the Developer and agreed by the Allottee(s) that no other land(s) is/are forming part of this Agreement, and the Allottee(s) shall have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general common areas and facilities within the said Township subject, however, to the timely payment of maintenance charges by the Allottee(s).
- xiii. All other land(s), areas, facilities and amenities, are specifically excluded from the scope of this Agreement and the Allottee(s) 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 scope of this Agreement or in the computation of area for calculating the sale price and, therefore, the Allottee(s) has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Allottee(s) agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Developer, its Associate companies, its subsidiary companies and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Developer, its Associate companies, its subsidiary companies.

*Anju Chandra*  
Allottee(s)



- xiv. All land(s) [except the general common areas and facilities within the said Township earmarked for common use] falling outside the land underneath the said building/House/Plot in which the said Unit is located, or any other facility or amenity as may be provided at the sole option and sole discretion of the Developer or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to schools, dispensaries, shops, facilities, amenities etc. are specifically excluded from the scope of this Agreement and the Allottee(s) shall have no ownership rights, no right of usage, no title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the stilts of the said Building, the said Portion of Land or anywhere in Said Township. The Allottee(s) hereby gives an irrevocable undertaking to the Developer that he/she/it shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities etc., as they are specifically excluded from the scope of this Agreement and are not included in the computation of the area in any manner, and for which the Allottee(s) has not paid any money to the Developer in any form or manner whatsoever and that the Allottee(s) agrees that he/she/it shall not, at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities and the Developer 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 party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body(ies) which the Developer may deem fit in its sole discretion.
- xv. All land(s) [other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads only for use by general public in Said Township] falling outside the periphery / boundary of the said Portion of Land/Plot are clearly outside the scope of this Agreement and the Allottee(s) shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in such lands falling outside the periphery/boundary of the said Portion of Land/Plot. The Developer, its Associate companies, its subsidiary companies as the owner of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease or any other mode which the Developer may deem fit in its sole discretion.
- xvi. The Allottee(s) confirms and represents that he/she/it has not made any payment to the Developer in any manner whatsoever and the Allottee(s) hereby agrees that the Developer has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said Building/house/Unit save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee(s). Further the Developer has made clear to the Allottee(s) that it shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling outside land underneath the said Building/House/Unit in which his/her/its Unit is located and that the Allottee(s) has confirmed that he/she/it shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Schedule of Payments in **Annexure-D** on account of inconvenience, if any, which may allege to be suffered by him/her/it due to such developmental / construction or its incidental / related activities. It is made clear by the Developer and agreed by the Allottee(s) that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the said Unit and the land underneath the said Building/House/Unit only) shall vest solely with the Developer, its Associate companies, its subsidiary companies who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body (ies) which the Developer may deem fit in its sole discretion. The Developer relying in good faith on this specific undertaking of Allottee(s) in this Agreement has agreed to accept the application and allot the said Unit and this undertaking shall survive throughout the occupancy of the Unit by the Allottee(s), his/her/its legal representatives, successors, administrators, executors, assigns etc.
- xvii. The Allottee(s) has assured the Developer to faithfully abide by such declaration of the common areas and facilities as may be made by the Developer/maintenance agency. The common areas and facilities within the township shall be available for use by the Allottee(s) subject to the timely payment of maintenance charges and the Allottee(s) agrees that in the event of failure to pay maintenance charges on or before due date, he/she/it shall not have the right to use such common areas and facilities and such general common areas and facilities. It is further clarified by the Developer and agreed to by the Allottee(s) that the Developer may at its sole discretion make "Jindal Global City, Sonapat" or any other adjacent project 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(s) shall not raise any objection for such formation.
- xviii. The Allottee(s) shall have no right, title or interest in the ownership of the Club and its ancillary facilities, operation and running of the Club and the Allottee(s) shall not raise any dispute/objection to any activity(ies) of the Club including but not limited to lighting arrangements, parties, get together, tournaments and other activities of the Club which may be carried out at the sole discretion of the management of Club. It is further made clear that the area earmarked for the Club and its facilities, various community facilities, like schools, recreational facilities, other clubs, hospitals and the like shall not be part of the Plot/Land where the said Unit/ said building/House is proposed to be located and the Allottee(s) will be required to pay separate deposits/charges for securing admission to the Club and other community facilities, and the Allottee(s) shall not raise any dispute/objection in this regard at any time during the occupancy of the said Unit.

*Anji Chauhau*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



## 2. EARNEST MONEY

- i. The Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him/her/it for the said Unit allotted to him/her/it, the Developer shall treat 15% (Fifteen Percent) of the Basic Sale Price as earnest money to ensure fulfillment, by the Allottee(s), of the terms and conditions as contained in the application and this Agreement.
- ii. The Allottee(s) hereby authorizes the Developer to forfeit out of the amounts paid/payable by him/her/it, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid, if any, by the Developer to the brokers in case of booking is done through a broker in the event of the failure of the Allottee(s) to perform his/her/its obligations or fulfill all/any of the terms and conditions set out in the application and/or this Agreement executed by the Allottee(s) including but not limited to the occurrence of any event of default as described in Clause 14 of this Agreement or in the event of failure of the Allottee(s) to sign and return this Agreement in its original form to the Developer within fifteen (15) days from the date of its dispatch by the Developer.
- iii. The Allottee(s) agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the said Unit and the Allottee(s) hereby authorizes the Developer to effect such forfeiture without any notice to the Allottee(s) and the Allottee(s) has agreed to this condition to indicate his/her/its commitment to faithfully abide by all the terms and conditions contained in his/her/its application and this Agreement.

## 3. MODE OF PAYMENT

The Allottee(s) shall make all payments in accordance with the schedule of payments annexed to this Agreement as **Annexure-D** through A/c Payee local Cheque(s)/outstation Demand Draft(s) in favour of "**Jindal Realty Pvt. Limited, JGC, Sonapat**" payable at Sonapat or New Delhi or through e-transfer / wire transfer or as advised by the Developer from time to time. All payments made in this manner shall be subject to encashment.

## 4. ADJUSTMENT / APPROPRIATION OF PAYMENT

The Developer, at its sole discretion, may adjust/ appropriate all payments made by the Allottee(s) under any head(s) of outstanding dues, if any, in his / her name and the Allottee(s) undertakes not to object / demand/ direct the Developer to adjust such payments in any particular manner whatsoever.

## 5. TIME IS THE ESSENCE

Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, its obligations to make timely payments of the Sale Consideration/ installments, maintenance charges and other deposits and amounts, including any interest or penalty, in accordance with this Agreement shall be of essence under this Agreement. It shall be incumbent on the Allottee(s) to comply with the terms of payment and perform the other terms and conditions as contained in this Agreement. If the Allottee(s) neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Developer any of the installments or other amounts and charges due from the Allottee(s) by respective due dates, then the same shall amount to breach of the Agreement by the Allottee(s) and the Developer may in its sole discretion cancel the Allotment and terminate the Agreement in terms of Clause 14. However, the Developer may, at its sole discretion, condone the delay by charging interest on delayed payments @18% per annum which shall be calculated from the due date of outstanding amount till the time of actual payment.

## 6. PAYMENT OF INSTALLMENTS

- i. The Allottee(s) has opted for the Payment Plan annexed herewith as Annexure -D of this agreement. The Allottee(s) understands that he/she/it shall be responsible for making payments in accordance with the Payment Plan annexed herewith as Annexure -D of this agreement. It is fully understood by the Allottee(s) that the Developer is not under any obligation to send demand letters for Payment of such installments. However, in case it sends any demand for payment, the same has to be complied with by making the payment within the time stipulated in the demand letter. If no time is mentioned in the demand letter the payment must be made latest within 15 days from the date of demand letter failing which the Allottee(s) will be liable to pay interest @ 18% per annum which shall be without prejudice to the discretion of the Developer for cancellation of Agreement on the ground of default.
- ii. However, only in the case of a construction linked Payment Plan, the Developer shall send call/demand notices for installments on completion of the respective stages of construction. The call/demand notices shall be sent by Post/Courier and shall be deemed to have been received by the Allottee(s) within 05 (five) days of dispatch by the Developer or receipt thereof, whichever is earlier.
- iii. It is fully agreed by the Allottee(s) that in case the payment of any installment is time linked and a specific time/days has been mentioned in the schedule of payment in Annexure - D or agreed at the time of booking/ allotment, the Developer shall not be obliged to make/send any demand/ reminders for payment of such installments and the time as agreed in Annexure-D shall constitute automatic notice/ reminder/ demand for payment of such time linked payment failing which the consequences for delay/ non-payment shall ensue in terms of this agreement.
- iv. The Allottee(s) shall be liable to pay interest on every delayed payment at the rate of 18% per annum from the date it is due for payment till the date of actual payment thereof. In case the Allottee(s) defaults in making payment of the due

*Anjali Chandra*  
Allottee(s)

*[Signature]*  
For Jindal Realty Pvt. Ltd.  
*[Signature]*  
Authorized Signatory(ies)



installment (including partial default) beyond a period of 30 days from the due date, the Developer shall be entitled to cancel the Allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Developer may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Allottee(s) by accepting interest @18% per annum compounded on day to day basis. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Developer shall however not constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Developer to terminate this Agreement in the manner provided herein.

- v. Save and except in the case of any bank, financial institution or Company with whom a tripartite agreement has been separately executed for financing the said Unit, or where the Developer has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee(s) against the said Unit, the Developer shall not be responsible towards any other third party, who has made payments or remittances to the Developer on behalf of the Allottee(s) and any such third party shall not have any right against the said Unit or under this Agreement whatsoever. The Developer shall issue the payment receipts only in favour of the Allottee(s). Under all circumstances, the Allottee(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement in timely manner.
- vi. The Allottee(s) may obtain finance/loan from any financial institution, bank or any other source, but the Allottees' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottees' ability or competency to obtain such finance. The Allottee(s) would remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Unit. The Allottee(s) agrees and has fully understood that the Developer shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee(s) from any bank/financial institution. The Allottee(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Developer in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee(s) fails to make the due payment to the Developer within the time agreed herein, then the Developer shall have the right to terminate this Agreement in accordance herewith.
- vii. Furthermore, in every case where the Allottee(s) has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Developer, it is agreed by the Allottee(s) that any default by the Allottee(s) of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee(s) of this Agreement, whereupon the Developer shall be entitled to terminate this Agreement at the written request of such bank, financial institution or person from whom such loan has been obtained.

#### **7. STATUTORY TAXES AND OTHER DUES**

- i. That the Allottee(s) also agrees to pay all government charges, rates, tax or taxes including but not limited to Service Tax, Levies, Cess etc. whether levied now or in future, as the case may be, effective from the date of booking, as and when demanded by the Developer, in proportion to the area of the said Unit. In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the Govt. payable whether prospectively or retrospectively even after the Conveyance/ Sale Deed has been executed, then these charges/levies shall be to the sole account of the Allottee(s) and upon failure to pay such charges/ demands the same shall be treated as unpaid sale consideration of the Unit and the Developer shall have lien on the Unit of the Allottee(s) for recovery of such charges. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Owner and the Allottee(s).
- ii. The Allottee(s) shall always be responsible and liable for the payment of all the Municipal Taxes, Property Tax, VAT, G.S.T., Service Tax, etc., wherever applicable and any other fees, taxes, charges including enhancements thereof, even if they are retrospective in effect as may be levied and applicable on the said Unit or Jindal Global City/said Land, as determined by the Govt., Developer, Maintenance Agency. All such amount shall be payable on demand either directly to the Govt., or the Developer or the Maintenance Agency as the case may be.
- iii. In addition to the above, if any other demands are raised by the Government or any other authorities, with a view to recover the cost of development for any sector roads, state /national highways, transport, irrigation facilities, power facilities, environment conservation schemes or installation of the effluent treatment plant, if required etc., or in the nature of infrastructure charges and/or by whatever name called, the Allottee(s) agrees to pay the same on demand to the Developer.
- iv. In case any of the above demands is made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee(s), the same shall be treated as unpaid Sale Consideration of the said Unit and the Developer shall have the first charge, lien on the said Unit to the extent of such unpaid amount.
- v. The Allottee(s) understands that the Advance Consumption Deposit as specified by the HSEB and the Minimum Monthly Charges as specified by the HSEB or any other charges whatsoever, as may be determined to be applicable by these authorities, proportionate to the connected electricity load of the Allottee(s), shall be payable in addition to the Sale Consideration as and when demanded by the Developer or to the HSEB or to the Maintenance Agency and the Allottee(s) agrees and undertakes that he/she/it shall not raise any objection thereto whatsoever.

#### **8. VARIATION IN PLANS, LOCATION, SIZE, SPECIFICATIONS, USE OF ADDITIONAL FAR ETC.**

- i. The Allottee(s) has accepted that the layout plans, designs, specifications as shown to the Allottee(s) are tentative. The Allottee(s) further agrees that the Developer may make such variations, additions, revisions, alteration and modifications of the plans, drawings, layout, elevations, specifications, height, dimensions, finishing either for integration of built-up

*Anjli Chawhan*

**Allottee(s)**

**For Jindal Realty Pvt. Ltd.**

**Authorized Signatory(ies)**



- schemes, Plans, land or bettering the master plan over and above which there may be involvement of all or any of the changes including but not limited to change in position, location, number, dimensions, area as the case may be, at its sole discretion and/or as may be approved by the competent authority from time to time.
- ii. The construction of the said Unit including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in **Annexure-C** subject to availability of material at reasonable cost, right of the Developer to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond the control of the Developer and the Allottee(s) hereby agrees to this condition. The Allottee(s) has further authorized the Developer to carry out, on his/her/its behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, Unit plans, change in specifications etc. including the number of Unit/floor as the Developer may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the Unit/House/building shall be the conclusive evidence (issued for the said Unit/ building or for the said complex/Township as the case may be) that the building/complex and the said Unit have been fully completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Allottee(s) agrees that upon issue of occupation certificate or possession of the unit he/she/it shall not make any claim against the Developer in respect of any item of work in the said Unit which may be alleged not to have been carried out or completed or in respect of any design, specifications building materials used or for any other reason whatsoever.
  - iii. The final Built-up Area of the said Unit and the Plot over which the Unit is proposed to be constructed shall be determined only after completion of construction of the Unit. After accounting for changes, if any, on the date of possession, the final and confirmed areas shall be incorporated in the Conveyance Deed.
  - iv. The Allottee(s) understands and agrees that the Layout Plan and the Floor Plan of the Unit could be revised during the course of construction. Every attempt shall be made by the Developer to adhere to the size and location of the said Unit as specified in this Agreement. However, in the event that there is any change in the said Unit location or variation in its size to the extent of  $\pm 25\%$  at the time of final measurement, the Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate decided by the Developer, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any manner whatsoever by the Allottee(s). The PLC applicable to such changed location shall also be payable or refundable as the case may be.
  - v. In the event that variation in the Plot area / Built-up Area of the said Unit is: greater than  $\pm 25\%$ , at the time of final measurement and the same is not acceptable to the Allottee(s), every attempt shall be made to offer the Allottee(s) a Unit of a similar size at another location subject to availability. In the event that such an alternate Unit is available and the Allottee(s) accepts the substitute Unit at such changed location, the PLC and the proportionate Sale Consideration shall be payable or refundable as the case may be at the rates decided by the Developer. No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Allottee(s).
  - vi. In the event that Allottee(s) does not accept such substitute Unit and if there is no other Unit of a similar size at another location, then the Allottee(s) shall be refunded his/her/its paid up amount only without any interest, damages or penalty within 3 (three) months of such request to the Developer. No other claim monetary or otherwise, shall lie against the Developer nor shall be raised otherwise or in any manner whatsoever by the Allottee(s).
  - vii. In case of deletion of the Unit or the Plot over which the said Unit is Proposed, due to change in plan or for any other reason, the Developer shall have the option of (to be decided by the Developer) either allotment of another Unit or full refund of the Basic Sale price and other charges paid till that date without any interest, damage, loss etc.
  - viii. The Allottee(s) understands and agrees that the Developer shall be entitled to charge PLC for all Units according to the prevalent policy of the Developer. It is agreed by the Allottee(s) that whichever Units are designated by the Developer as being preferentially located, which may include those Units as are adjacent / abutting to or facing a green belt or park or opening to a road of at least 60 ft. width or are corner Units or are open from at least two or more sides and the like, shall all be treated as preferentially located Units for the purpose of payment of PLC.
  - ix. In every case where there is a change in location of the said Unit and a preferentially located Unit ceases to remain so or a non-preferentially located Unit acquires a preferential location, then in such event, in addition to the payments herein agreed, the applicable PLC shall either be charged or refunded as the case may be.
  - x. In every case mentioned above, where there is any change in location, dimensions, Plans, size of the said Unit, change of specifications etc. **Annexure -A, Annexure -B and Annexure -C** hereto shall be deemed to be substituted by a fresh Layout Plan of the Unit/Colony/ Plot, Tentative Floor Plan and the Specifications as the case may be.
  - xi. The Developer shall have the absolute right to make additional construction, whether on account of additional approvals or increase in FAR or better utilization of the said Land, Plot over which the said Unit is proposed to be constructed or for any other reason anywhere in the Jindal Global City to the extent permissible by the Government. It is clearly understood by the Allottee(s) that the Developer shall have exclusive rights and title over such additional FAR/ Unit. The Developers shall be entitled to connect to the existing electricity, water, sewerage connections and shall have unobstructed rights of sale to any third parties. The Developer and the Allottee(s) of such additional construction/Unit/FAR shall have the same rights as the Allottee(s), as residents of the Jindal Global City /Project including the right to be member of the Society of property Owners to be formed for the Jindal Global City /Project ("RWA") and the right to use of the infrastructure and common

*Anjali Chauhan*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



amenities, facilities of the Jindal Global City. However, this clause shall not be applicable to sale / allotment of independent Villa/House.

- xii. That in case of sale / allotment of Floor/independent Floor, wherein certain usage rights over the roof may be allowed to the Allottee(s)'s of Second Floor to be used harmoniously with the other Allottees' of the Units built up over such Plot. However, it is completely understood by the Allottee(s) that apart from the usage rights of such Allottee(s) over the roof, no other rights, entitlement shall accrue and the Developer shall have all the rights of additional construction over the said Unit and use additional FAR as detailed in clause 8 (xi) herein above. However, it is made clear that in case of use of additional FAR/construction by the Developer, the roof rights, if any, granted to such particular Allottee(s) shall not be affected and such Allottee(s) shall have such roof rights as may be available above the roof over the additional floor which is constructed/built-up by the Developer which shall always be used harmoniously with the other Allottees' of the Units built up over such Plot.
- xiii. The Allottee(s) shall not encroach upon or occupy any area or land outside his/her/its Unit or otherwise on any common or other land whatsoever under any circumstances and shall furthermore park his vehicle at a designated place only earmarked within/outside the boundaries of the Plot over which said Unit shall be constructed or as may be decided by the Developer/Maintenance Agency. It is agreed by the Allottee(s) that even if certain usage rights over the Front Lawn might have been granted to the Allottee(s) of Ground Floor Unit, but such rights has to be enjoyed by such Allottee(s) harmoniously with other occupants/Allottee(s) of the Building within which such unit/floor is situated however such rights of the Allottee(s) of Upper Floors shall be limited to ingress and egress and nothing else.
- xiv. In case the Allottee(s) buying the independent house/Villa and desirous of raising further construction over the Unit, it shall be got done strictly in conformity with the approved Zoning Plan and building plans as obtained from the competent authority and with prior approval of the Developer/maintenance Agency & Competent Authority. However, in case of sale / Allotment of Floor, the Allottee(s) shall not be allowed to raise any additional construction and/or remove any load bearing wall, pillars or otherwise make any structural change in the said Unit.
- xv. The Allottee(s) shall not be allowed to alter any portion of the Unit that may change its external appearance without due authorization from the Developer and / or Association / Society In-charge of maintenance for an initial period of 25 years from the date of handing over of possession of the said Unit. The Allottee(s) shall ensure that all the Units/ House/Floors in the project of "Jindal Global City" shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. or as may be decided by the Developer in its sole discretion for which the Allottee(s) shall not raise any obstructions / objections.

#### 9. POSSESSION AND HOLDING CHARGES

- i. Subject to Force Majeure as defined herein and subject to timely grant of all approvals, permissions, NOCs, etc. and further subject to the Allottee(s) having complied with all his/her/its obligations under the terms and conditions of this Agreement, and the Allottee(s) not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration, Stamp Duty and other charges/fees/taxes/levies and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer, the Developer proposes to hand over the possession of the said Unit to the Allottee(s) within a period of 30 months from the date of execution of this Agreement with further grace period of 180 days.
- ii. Subject to payment of the entire dues and upon completion of the said Unit and on receipt of the Occupation Certificate, the Developer shall notify to the Allottee(s) in writing to come and take over the possession of the said Unit ("Notice of Possession"). In the event the Allottee(s) fails to accept and take the possession of the said Unit within the time indicated in the said Notice of Possession, the Allottee(s) shall be deemed to have become the custodian of the said Unit from the date indicated in the Notice of Possession and the said Unit shall thenceforth remain at the risk and cost of the Allottee(s) himself/herself/itself.
- iii. Notwithstanding any other provisions of this Agreement, the Allottee(s) agrees that if he/she/it fails, ignores or neglects to take the physical possession of the said Unit in accordance with the Notice of Possession sent by the Developer, the Allottee(s) shall also be liable to pay charges @ Rs.4/- (Rupees Four Only) per month per sq. ft. on Built-up Area of the said Unit ("Holding Charges") in addition to the Monthly Maintenance Charges. The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement.
- iv. Subject to Clause 5, 6, 9 (i) and 20, and other provisions of the Agreement, if the Developer fails to offer possession of the said Unit to the Allottee(s) by the end of the Grace Period, the Developer may, at its sole option and discretion, decide not to terminate this Agreement in which event the Developer agrees to pay only to the original Allottee(s) and not to anyone else viz. transferee(s) and only in cases other than those provided in Clauses 5, 6, 9 (i), 20 and other provisions of the Agreement and subject to timely grant of approval by the authority and the Allottee(s) not being in default under any term of this Agreement, compensation @ Rs.4/- per sq. ft. of the built-up area of the said Unit per month for the period of such delay after expiry of the grace period or such extended periods as permitted under this Agreement provided further that the Allottee(s) has raised a demand in writing for such compensation from the Developer. For removal of doubt, it is made clear that no such compensation shall be paid in case the delay is on account of non-receipt / delay in receipt of statutory / government approval(s), permission(s), occupation certificate, part occupation / completion certificate or any reason covered under 5, 6, 9 (i), 20 and other provisions of the Agreement events or due to any reason beyond the control of the Developer even if a demand to this effect has been raised. The adjustment of such compensation shall be done only at the

For Jindal Realty Pvt. Ltd.

Anji Chauhan  
Allottee(s)



time of settling the final accounts for handing over the possession / conveyancing the said Unit to the Allottee(s) first named in this Agreement and not earlier.

- v. For removal of doubt, it is made clear by the Developer, and fully understood by the Allottee(s) that in case the Developer has given any concession in the rate or the payment schedule or the waiver of interest accumulated on delayed payment of installments, then the Allottee(s) shall not be entitled to claim any compensation, damages of whatsoever nature as defined in Clause 9 (iv) & (vi) of this agreement.
- vi. Subject to Clause 9 (i) & (v), in the event of delay by the Developer in handing over the possession of the said Unit beyond a period of 12 months from the end of the Grace Period (such 12 month period hereinafter referred to as the "**Extended Delay Period**"), then the Allottee(s) shall additionally become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installment after adjusting the interest/ penalty on delayed payments. Such refund shall be made by the Developer within 90 days of receipt of intimation to this effect from the Allottee(s), without any interest thereon. It is further clarified that the extent of payment of the Delay Compensation, as defined in Clause 9 (iv) above shall be limited to and calculated for the fixed period of 12 months only, which shall be paid by the Developer along with the installments refundable under this clause. This option of termination may be exercised by the Allottee(s) only until dispatch of the Notice of Possession by the Developer to the Allottee(s). No other claim, whatsoever, monetary or otherwise shall lie against the Developer nor be raised otherwise or in any other manner by the Allottee(s).
- vii. If, however, the completion of the said Unit is delayed due to Force Majeure as defined herein and on account of any delay in grant of statutory approvals, permissions, completion certificate etc., the Commitment Period and/or the Grace Period and/or the Extended Delay Period, as the case may be, shall stand extended automatically to the extent of the delay caused due to the Force Majeure circumstances or the delay as the case may be. The Allottee(s) shall not be entitled to any compensation whatsoever, including Delay Compensation for the period of such delay.
- viii. Under no circumstances shall the Allottee(s) be entitled to the possession of the said Unit unless and until the full payment of the Sale Consideration and any other dues payable under the Agreement have been remitted to the Developer and all other obligations imposed under this Agreement have been fulfilled by the Allottee(s) to the complete satisfaction of the Developer.
- ix. Any claim with regard to deficiency in the specifications of the said Unit or the workmanship thereof shall be brought to the notice of the Developer and got rectified; prior to taking possession thereof and under no circumstances shall any complaint in this regard be maintainable after the Allottee(s) takes possession of the Unit. Claims, if any, would be deemed to have been waived by the Allottee(s) by virtue of taking possession of the said Unit. For the removal of doubts, it is clarified that upon taking possession of the said Unit, the Allottee(s) shall be deemed to have no subsisting claim against the Developer in respect of the area, specifications, quality, construction and any item of work in the said Unit, which may be alleged not to have been carried out or completed or for any other reason whatsoever.

#### 10. CONVEYANCE DEED AND STAMP DUTY

- i. Subject to the Allottee(s) fulfilling all his/her/its responsibilities stipulated herein and making all payments under this Agreement including but not limited to the Sale Consideration of the said Unit as set forth under this agreement, interest on delayed payment, all other dues including service tax, stamp duty and registration charges etc. as set forth in this Agreement or as may become due to the Developer from time to time with respect to the said Unit, the Developer, its Associates Companies, its Subsidiary Companies, owners as stated earlier shall prepare and execute along with the Allottee(s) a conveyance/sale deed to convey the title of the said Unit in favour of Allottee(s) but only after receiving full payment of the total price of the Unit allotted to him/her/it and payment of all securities including payment of interest free maintenance security payable to the Developer or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Developer from time to time prior to the execution of the Conveyance Deed. In case the Allottee(s) 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 Developer shall be free to appropriate the part of sale price paid by the Allottee(s) towards the said charges and expenses and the Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of Payments (**Annexure-D**) hereof. If the Allottee(s) is in default of any of the payments as set forth in this Agreement then the Allottee(s) authorizes the Developer to withhold registration of the Conveyance Deed in his/her/its favour till full and final settlement of all dues to the Developer is made by the Allottee(s). The Allottee(s) undertakes to execute Conveyance Deed within the time stipulated by the Developer in its written notice failing which the Allottee(s) authorizes the Developer to cancel the allotment and terminate this Agreement in terms of this Agreement and to forfeit out of the amounts paid by him/her/it the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed herein. The Allottee(s) 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). The Allottee(s) shall become the owner of the said Unit only upon execution of the Conveyance deed. Prior to such conveyance no ownership rights in the said Unit would vest with the Allottee(s).
- ii. The Allottee(s) agrees and undertakes to make himself/herself/itself/themselves available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Developer.

*Anji Chawhan*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



- iii. The obligations undertaken by the Allottee(s) and the stipulations herein, to be performed or observed on a continuing basis even after the Conveyance of the said Unit or which forms a condition of ownership of the said Unit, including those pertaining to the recurring obligations covered under the Maintenance Agreement shall survive the Conveyance of the said Unit in favour of the Allottee(s) and all such obligations and covenants of the Allottee(s) shall run with the said Unit and remain enforceable at all times against the Allottee(s), his/her/its transferees, assignees or successors-in-interest including their tenants/ licensees/occupiers.
- iv. The stamp duty, registration charges, drafting, typing, attorney fees, and any other incidental charges or dues, required to be paid for due execution and registration of the Conveyance Deed of the said Unit or any other documents required to be executed pursuant to this Agreement, shall be borne by the Allottee(s).
- v. That in case the Allottee(s) has taken any loan from any bank/financial institution for the said Unit, the Conveyance Deed in original shall be handed over to the lending institution only.

#### **11. MAINTENANCE OF JINDAL GLOBAL CITY, SONEPAT**

- i. In order to maintain the roads, streets, green areas/landscaping, the security boundary wall/secured gates/regulated entry to the township, the Developer shall appoint a Maintenance Agency, until the same is handed over to the Association of Owners/Government/Local Body/Municipal Corporation in due course and in accordance with the applicable law. The Allottee(s) shall pay maintenance charges to the said Maintenance Agency as per the bills to be raised by it from time to time.
- ii. The Allottee(s) shall deposit with the Developer a sum towards Interest Free Maintenance Security (IFMS) in the manner payable under this agreement.
- iii. The Maintenance Charges shall be payable by the Allottee(s) to the Developer /their nominated Maintenance Agency with effect from the date of offer of possession. The maintenance charges shall be fixed by the Developer/their nominated Maintenance Agency taking into consideration various inputs/ overheads/ charges etc, in its sole discretion. The determination of monthly maintenance charges by the Developer/ their nominated Maintenance Agency shall be final and binding on the Allottee(s). Any tax payable on Maintenance Charges shall also be payable by the Allottee(s).
- iv. The Allottee(s) (s) shall also sign and execute a separate Maintenance Agreement for upkeep and maintenance of the common areas, services, facilities and installations of the Colony, more specifically described in the Maintenance Agreement in the standard format of the Developer, at the time of taking possession of the said Unit. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the said Unit/Colony. The Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said Unit) in the Colony, as determined by the Developer or its nominated agency. Notwithstanding the execution of the Maintenance Agreement, the Allottee(s) shall be liable to pay the maintenance charges from the date of offer of possession as stipulated above.
- v. The Allottee(s) shall have the right to the use of roads, streets, green areas/landscaping, the security boundary wall/ secured gates/ regulated entry to the township as per the overall layout and design of the township etc. subject to timely payment of Maintenance Charges. If the maintenance charges are not paid by the Allottee(s) regularly and on or before its due date, then the Allottee(s) shall have no right to use such common areas and facilities and the Maintenance Agency shall be entitled to put restrictions on the use of these facilities/common areas on the Allottee(s).

#### **12. PAYMENT FOR REPLACEMENT, UPGRADATION, ADDITIONS OF DG SETS, ELECTRIC SUB-STATIONS, PUMPS AND OTHER CAPITAL PLANTS/EQUIPMENTS**

That as and when any Plant & Machinery within "Jindal Global City, Sonapat" including but not limited to DG sets, electric sub-stations, pumps and/or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc., the cost thereof shall be contributed by all the Allottee(s) in the said Project on pro-rata basis (i.e. in proportion to the area of the said Unit to the total area of all the Plots/Units in the said Project). The Developer 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(s) agrees to abide by the same.

#### **13. EWS PLOTS / DWELLING UNITS, SCHOOL(S), SHOPS, COMMERCIAL PREMISES / BUILDING, ETC.**

If stipulated in the terms of the License and the bilateral agreement executed between the Developer/Owners and the Government of Haryana if it is required to earmark a portion of "Jindal Global City, Sonapat" for the Plots/dwelling units for Economically Weaker Sections (EWS) of the society, schools, shops, club/ community centre, Commercial premises / buildings etc, in such a case, it is a condition of this Agreement agreed to by the Allottee(s) that he/she/it shall have no right, no title or no interest in any form or manner in the land earmarked for as well as in the EWS Plots / Flats / dwelling units, school(s), shops, Commercial premises, religious building, club / community centre, the buildings constructed thereon and facilities provided therein. Further the Allottee(s) hereby agrees that he/she/it shall not have any claim or right to any Commercial premises/buildings or interfere in the manner of booking, allotment and finalization of sale of Plots / House / flats / dwelling units for EWS, school(s), shops, Commercial premises / buildings, club / community centre or in the operation and management of shops, club/ community centre, school(s), Commercial premises/buildings etc. The Developer shall enter into a separate agreement with Allottee(s) of EWS Plots / flats / dwelling units, school(s), shops, Commercial premises, religious buildings, club/ community centre, etc. for the purpose of allotment / sale of such Plots / flats / dwelling units, Shops Commercial premises/buildings, club / community centre, etc., and the Allottee(s) confirms

*Anjli Chauhau*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



that he/she/it has specifically noted the same.

#### **14. CANCELLATION OF AGREEMENT AND ALLOTMENT**

##### **A. Events of Default**

Notwithstanding anything contained in this agreement it is specifically made clear to the Allottee(s) 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, which are liable for consequences stipulated herein. With a view to acquaint the Allottee(s), some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:-

- i. Failure to make payments within the time stipulated in the Schedule of Payments as given in **Annexure-D** and failure to pay the maintenance charges and other deposits and amounts, including any interest or penalty, the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest free maintenance security as demanded by the Developer or other agency appointed by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Allottee(s)' obligations as set forth in this Agreement or if the Allottee(s) fails to execute any other deed / document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer in relation to the said Unit.
- iii. Failure to take possession of the Unit and/or execute the conveyance deed within the time stipulated by the Developer in its notice.
- iv. Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer, its nominee, other Body or Association of Owners/Association of Condominium, as the case may be.
- v. Failure, pursuant to a request by the Developer, to become a member of the Club, Association of Owners of the said "Jindal Global City, Sonapat" or to pay subscription charges etc. as may be required by the Developer or Club and/or Association of Owners, as the case may be.
- vi. Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Developer.
- vii. Dishonor of any Cheque(s) given by Allottee(s) for any reason whatsoever.
- viii. Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee(s).

##### **B. Consequences of default**

- i. Notwithstanding anything contained in this agreement, upon the occurrence of anyone or more of event (s) of default under this Agreement, the Developer may, at its sole discretion, issue 30 days written notice calling upon the Allottee(s) to rectify the default(s). If the default is not rectified within the notice period, this Agreement shall stand automatically cancelled without any further notice and the Developer shall be entitled to forfeit the Earnest Money as specified in clause 2 hereinabove along with the interest on delayed payments, paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) agrees that upon such cancellation, the Developer shall be released and discharged of all liabilities and obligations under this Agreement and the Allottee(s) shall have no right, title or interest in the said Unit in any manner whatsoever. Thereafter, the Developer shall be at liberty to sell/transfer the said Unit in any manner whatsoever and appropriate the proceeds of such sale as if this Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale.
- ii. For the removal of doubts, it is clarified that notwithstanding the fact that either the refund cheque has not been dispatched by the Developer, or if dispatched, it has not been received by the Allottee(s) or if received, such refund cheque remains uncashed by the Allottee(s), the mere dispatch of the notice of termination/ Cancellation of Allotment by the Developer would be deemed to be sufficient and by itself constitute termination of this Agreement and cancellation of the allotment and no further act on the part of the Developer would be necessary for this purpose.
- iii. The Allottee(s) understands, agrees and consents that upon such termination / Cancellation of Allotment, the Developer shall be under no obligation save and except to refund the amounts already paid by the Allottee(s) to the Developer, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to it only after resale of the said Unit. Upon termination of this Agreement by the Developer, the Allottee(s) shall have no further right or claim, which, if any against the Developer, shall be deemed to have been waived and the Allottee(s) hereby expressly consents thereto. The Developer shall thenceforth be free to deal with the said Unit in any manner whatsoever, in its sole and absolute discretion and in the event that the Allottee(s) has taken possession of the said Unit, then the Developer shall also be entitled to re-enter and resume possession of the said Unit and everything whatsoever contained therein and in such event, the Allottee(s) and/or any other person / occupant of the said Unit shall immediately vacate the said Unit and otherwise be liable to immediate ejectment as an unlawful occupant / trespasser.

*Anjil Chandra*  
Allottee(s)

For Jindal Realty Pvt. Ltd.  
*[Signature]*  
Authorized Signatory(ies)



- iv. The Developer shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the opinion of the Developer, (a) the allotment of the said Unit has been obtained through misrepresentation and concealment or suppression of any material fact, **OR** (b) the Allottee(s) has violated or violates any of the directions, rules and regulations framed by the Developer or the Maintenance Agreement or by any statutory body or Competent Authority, including Government of Haryana.

**15. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT**

- i. The Allottee(s) shall not be entitled to transfer the Allotment/ the benefit of this Agreement, to any other person unless the Allottee(s) has first cleared all payments with interest, taxes including service tax falling due till that date along with the administrative charges, apart from completing the documentation formalities prescribed by the Developer in this behalf. However, it is made clear that in case the aforesaid charges, interest, dues, taxes are not paid and cleared by the original Allottee(s) and the Developer accepts the transfer of the booking / rights in the agreement, then under such circumstances, the transferee(s) / subsequent transferee(s) shall be liable for payment of such charges, dues, interest and taxes and the liability of the original Allottee(s) shall not be discharged unless all such charges, dues, interest, taxes are paid to the Developer.
- ii. The Developer, at its sole discretion, may permit substitution/ addition/ deletion of the name of any nominee(s) of the Allottee(s) in place of the Allottee(s) on such terms and conditions and on receipt of such administrative charges as the Developer may determine from time to time.
- iii. In the event of demise / permanent disablement of the Allottee(s) or of any one of joint Allottee(s), as the case may be, his/her legal heirs, legal representatives, successors etc may seek substitution of their names as per the prevailing laws of the land, subject to submission of relevant certificates, documents and execution of the prescribed documentation with the Developer.
- iv. In the event of the assignment/transfer of the Allottee(s)'s rights under this Agreement in favour of any third person as his/her/its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of Allotment or any other document executed in this respect by the Allottee(s) as if the same had been executed by such nominee(s) himself/herself/itself. The Allottee(s) further agrees that he/she/it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment / transfer of the Agreement. In the event there are any executive instructions, Governmental Orders, or any statutory notification, which restricts the transfer / assignment of the Allotment /Agreement, the Developer as well as the Allottee(s) shall be bound to comply with such statutory notification, executive regulation or Governmental Orders as the case may be.

**16. CLUB MEMBERSHIP/ASSOCIATION OF OWNERS**

The Allottee(s) agrees and undertakes that he/she/it shall join any Club/Association/Society of Owners as may be formed by the Developer on behalf of Plot/Unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose. The Allottee(s) agrees to execute an application form for enrolling the Allottee(s) as a member of such Club/Association.

**17. STATUTORY COMPLIANCES AND OTHER OBLIGATIONS**

- i. The Developer has made it expressly clear to the Allottee(s) that the rights of the Developer in the said Unit agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Government of Haryana.
- ii. The Allottee(s) shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Jindal Global City /Project by virtue of the permission/License/ CLU granted to the Developer for the Jindal Global City and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Unit and/or the Jindal Global City or as imposed or may be imposed in future under any applicable law and also the rules, regulations and policies as may be made pursuant to and/or defined in the Maintenance Agreement.
- iii. The Allottee(s) shall not use/cause to be used said Unit for any purpose except for residential use and shall always ensure that the said Unit shall only be put to residential use. Furthermore, the Allottee(s) specifically undertakes not to use the said Unit or suffer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Jindal Global City.
- iv. In the event that the Allottee(s) is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Allottee(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee(s) shall provide the Developer with such permissions, approvals, consents, No Objection Certificates, etc., as would enable the Developer to lawfully carry out its obligations under this Agreement. The Allottee(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications / consents / permissions thereof to the Developer and the Developer accepts no responsibility in this regard. The Allottee(s) agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the

*Anju Chauhan*  
Allottee(s)

For Jindal Realty Pvt Ltd.

*[Signature]*  
Authorized Signatory(ies)



Allottee(s) shall alone be liable for any consequences there under. The Allottee(s) hereby agrees to keep the Developer fully indemnified, saved and harmless in this regard.

- v. That the Allottee(s) shall comply with and carry out, from time to time, after he/ she has taken over possession of the said Unit the requirements, requisitions, demands and repairs which are required by any Authority viz. Haryana Urban Development Authority, Director Town & Country Planning, Municipal Authority or any other Government/ Competent Authorities in respect of the construction over the said Unit, in case of independent house/Villa at his/ her own cost and keep the Developer 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.
- vi. In case the Allottee(s) has booked the House/Villa and the Developer's obligation is to construct ground Floor/duplex and if the law permits further construction then the Allottee(s) shall commence construction after obtaining all required approvals including, but not limited to building plans from the concerned authority as per the HUDA guidelines within the stipulated time period and after taking prior approval of the Developer / Maintenance Agency and on making deposit(s) towards road damages, malba charges and any other charges as may be demanded by the Developer/ Maintenance Agency. However, the maximum number of dwelling units over the Plot where the said unit is proposed to be constructed shall be made as per the provisions of Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 and the Zoning and other plans approved / modified by the competent authority(ies) from time to time. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Developer/Owner and the Allottee(s).

#### 18. INSURANCE

The structure of the Unit/House/Villa, plant, machinery, equipment etc. in the Unit shall be got insured against all risks by the Allottee(s) at his/her/its cost and expenses and the Developer shall not have any obligation for the same. In case a provision is made by the Developer/Maintenance Agency, in its sole discretion, for getting structure insurance of the building in case of sale of Floors, the Allottee(s) shall be liable to pay pro-rata share of the cost of such insurance. Under such circumstances, the Allottee(s) shall not do anything which would render such insurance void, voidable or attract increased premium to be paid by the Developer/ Maintenance Agency.

#### 19. MORTGAGE, FINANCE AND FIRST CHARGE

- i. The Allottee(s) understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Unit in favour of the Allottee(s). The Allottee(s) clearly understands that the Conveyance of the said Unit in favour of the Allottee(s) is contingent on the due and faithful performance by the Allottee(s) of all his/her/its obligations agreed and undertaken herein.
- ii. The Allottee(s) hereby authorizes and permits the Developer 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 Unit/ said Project /Portion of Land. The sale of the Unit/ execution of this agreement shall always be subordinate to the right of the Developer to raise finance till the execution of the Conveyance / sale deed in favour of the Allottee(s). The Developer / Financial institution / Bank shall always have the first lien / charge on the said Unit for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Developer. However, it shall be the Developer's duty to get the said Unit free from such encumbrances at the time of execution of conveyance deed.
- iii. The Allottee(s) agrees that the Developer shall have the first charge/lien on the said Unit for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Developer from time to time. Further the Allottee(s) agrees that in the event of his/ her/its failure to pay such dues, the Developer shall be entitled to withhold the conveyance of the Unit and further to enforce the charge/ lien by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof and to refund the surplus, if any, out of such sales to the Allottee(s).
- iv. In case the Allottee(s) wants to avail any loan facility from his/her/its employer, financial institution, bank, to facilitate the purchase of the said Unit, the Developer shall cooperate with the Allottee(s) during the financing process without getting involved in any financial commitment. However, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Developer's payment plan will rest exclusively on the Allottee(s). However, the Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain financing for the purchase of the said Unit. It is made clear and understood by the Allottee(s) that in the event of the loan not being sanctioned or the disbursement getting delayed for any reason whatsoever, the payment to the Developer, as per payment plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provision of this agreement and the Allottee(s) shall not raise any objection / make excuse in making delay / payment of installments / interests on the ground of non-approval/tie-up with banks/ financial institutions or refusal to grant loan to such Allottee(s) for any reason whatsoever.

#### 20. FORCE MAJEURE

- i. In the event of happening of any unforeseen circumstances such as Act of God, fire, flood, earthquake, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case/ decree/ stay, delay in statutory/government permissions, approvals or any other cause(s) (whether similar or dissimilar to the foregoing) which are beyond the control of the Developer, the Developer shall not be held responsible or liable for not performing any of their obligations or undertakings in a timely manner as stipulated in this Agreement. In case of happening of any of the

*Anjali Chandra*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



circumstances, the Developer shall be entitled to reasonable extension of time for performing their part of obligation as stipulated in this Agreement.

- ii. That if as a result of any change of law or Rule, Regulations or Order or Notification that may be made and/ or issued by the Government or any other Authority including but not limited to the Municipal Authority, the Developer is unable to perform its obligations under this Agreement then the Developer may, if so advised, though not bound to do so, at its discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or Notification, by moving the appropriate Court(s), Tribunal(s) and/ or Authority. In such a situation, the money(ies) paid by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Developer and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement. It is being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). The Allottee(s) may, if he/ she/ they so desire(s), become a party along with the Developer/Owners in such litigation to protect Allottee(s)' rights arising under this Agreement. In the event of the Developer succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification, as the case may be, this Agreement shall stand revived and the Developer shall be liable to fulfill all obligations as provided in this Agreement. Any time consumed in the process shall be deducted from calculating the time period for the purposes of this Agreement and the Developer shall not be liable for any claim/demand/action by the Allottee(s). However, in the event of the aforesaid challenge of the Developer is rejected/dissolved and the said legislation / Order/ Rule / Regulation becomes final, absolute and binding, the Developer will refund the amount received from the Allottee(s) till such date without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer and the Allottee(s) undertakes to accept the decision of the Developer, in this regard to be final and binding. Save as otherwise provided herein the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer under this Agreement.

## 21. DISPUTE RESOLUTION BY ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the Parties and the Allottee(s) hereby confirms that he/she/it shall have no objection to the appointment. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereto and shall be held at the Developer's offices or at a location designated by the said sole Arbitrator in New Delhi. The language of the arbitration proceedings and the Award shall be in English only. Both the Parties will share the fees of the Arbitrator in equal proportion.

## 22. ALLOTTEE'S COVENANTS


- i. That the Allottee(s) have fully read and understood the terms and conditions as mentioned herein and undertake to abide by the same.
- ii. The Allottee(s) shall comply with all the legal requirements for the purchase/transfer of immovable property, as may be applicable, after execution of this Agreement and sign all applications, forms & agreements for the said purpose.
- iii. It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence as to the right, title and interest of the Developer to develop and market the said Unit/ Jindal Global City on the said Land and the Allottee(s) confirms that he/she/it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to confirm the competence of the Developer to convey the said Unit, to his/her/its entire satisfaction.
- iv. The Allottee(s) has fully satisfied himself/ herself/itself /themselves about the right, title and interest of the Developer/Owners in the land on which "Jindal Global City, Sonapat" is to be developed and have understood all limitations and obligations in respect thereof.
- v. The Allottee(s) acknowledge that the Developer has readily provided all information/clarifications as required by him/her/it and he/she/it has not been improperly influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, amenities to be made available or any other data and the Allottee(s) has relied solely on his/her own judgment in deciding to purchase of the said Unit.
- vi. Any demand for payment by the Developer, if no dates have been mentioned, has to be complied by the Allottee(s) within 15 days of receipt of the intimation of demand and the Allottee(s) shall be liable to pay interest @ 18% per annum, on the amount due but not paid by the Allottee(s) which shall be in addition to the other consequence of the default.

## 23. INDEMNITY

- i. The Allottee(s) hereby covenants with the Developer that, he/she shall pay, from time to time, and at all times the amounts which he/she is liable to pay as per Schedule of payment and to observe and perform all the covenants and conditions of this agreement and to keep the Developer and its employees, agents and representatives, estate indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-observance or non-performance of the covenants and conditions stipulated herein.
- ii. With effect from the date of taking possession of the said Unit, the Allottee(s) agrees to indemnify and to keep the

**For Jindal Realty Pvt. Ltd.**

  
**Authorized Signatory(ies)**

  
**Allottee(s)**



Developer and their assignees, nominees, including the Maintenance Agency and their officers / employees as well as the other occupants / owners of the Jindal Global City fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee(s) of any law for the time being in force or the stipulations applicable to the Allottee(s) or the said Unit hereunder as also of any of his/her/its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming through the Allottee(s).

## 24. GENERAL CLAUSES

- i. The Allottee(s) agrees that the Developer shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures with the existing electric, water, sanitary and drainage fittings. The Allottee(s) further agrees that he/she/it shall not have any objection or claim any compensation or withhold the payment of maintenance and other charges on any ground whatsoever.
- ii. The Allottee(s) shall not vary or alter in any manner or tamper with the elevation, height or colour scheme of the exteriors and the boundary wall of the said Unit or extend the Built-up Area of the said Unit in any manner unless so permitted under this agreement.
- iii. It is agreed and consented to by the Allottee(s) that the name of the Project/ Colony shall always be and known as "Jindal Global City" unless so decided by the Developer in its sole discretion. The Allottee(s)/ RWA/ any other Association /condominium shall not change the name or seek the change of name or sue to do so at any point of time.
- iv. The act of forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers all copies of this Agreement to the Developer with all its Annexure along with the payments due as stipulated in the Payment Plan thereof, within 15 (fifteen) days from the date of dispatch by the Developer and secondly, the Allottee(s)'s copy of this Agreement is duly executed on its part by the Developer through its authorized signatory and dispatched by the Developer to the Allottee(s).
- v. If the Allottee(s) fails to execute and deliver, to the Developer, all copies of this Agreement within fifteen (15) days from the date of its dispatch by the Developer, then the Application of the Allottee(s) may be treated as cancelled and the Earnest Money/booking amount, as the case may be, paid by the Allottee(s) shall stand forfeited. If the Allottee(s)'s copy of this Agreement is not executed by the Developer and dispatched to the Allottee(s) within thirty (30) days after receiving the same from the Allottee(s), then this Agreement shall automatically be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) within 90 days, by the Developer without any interest or compensation whatsoever. Upon such refund being made, neither Party shall have any further rights, obligations or liabilities against the other.
- vi. In case the Allottee(s) has to pay commission or brokerage to any person for services rendered by such person to the Allottee(s), whether in or outside India, for acquiring the said Unit, the Developer shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Developer for the said Unit.
- vii. This Agreement along with its preamble, preliminary recitals, annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The terms and conditions of the Application shall continue to prevail and be binding on the Allottee(s), save and except to the extent where the terms and conditions of the Application are at variance with the express provisions hereof in which case, the interpretation which is more favorable to the Developer shall prevail. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Developer.
- viii. All correspondences/Notices/ demand etc. shall be made to the address of the parties first above written. The Allottee(s) shall inform the Developer by Registered AD post of any subsequent changes, if any, failing which all communications/notices etc, sent at the first address as stated by the Allottee(s) in the Application/agreement shall be deemed to have been received by him/ her/ them.
- ix. All correspondences/ notices/ demand shall be made by any of the mode such as registered post, email, fax, courier service, as the case may be, Allottee(s) residing outside the country, without designated address for service within India, will be entitled to intimation only by email, except where such Allottee(s) submits special requests towards documents through courier/ registered for which the Developer may charge separately.
- x. It shall be the responsibility of the Allottee(s) to inform the Developer about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Developer, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee(s) within 5 days from the date of dispatch of such communication by courier or speed post or actual receipt of the such communication or letter whichever is earlier. Notwithstanding the above, the Allottee(s) shall remain exclusively responsible for any consequences that might follow there from including termination of the Agreement.

*Anjir Chaudhary*

Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



- xi. Where there are joint Allottee(s), all communications shall be sent to the Allottee(s) whose name appears first, No separate communications shall be sent to the other/ joint Allottee(s) unless so requested in writing provided however that all joint Allottee(s) shall collectively be entitled to make only one single response.
- xii. In all communications to the Developer the reference to the Unit must be mentioned clearly.
- xiii. There shall be no waiver of the rights available herein to the Developer or the MSA. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of such right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every provision hereof.
- xiv. If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.
- xv. The execution of this Agreement will be complete only upon its execution by the Developer through its authorized signatory at the Developer's office in New Delhi after all the copies duly executed by the Allottee(s) are received by the Developer. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Allottee(s) has prior thereto executed this Agreement at any place(s) other than New Delhi.
- xvi. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- xvii. Subject to the Arbitration clause, the Courts at New Delhi shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.
- xviii. This Agreement shall be executed in two counterparts; one master copy with the Stamp Duty duly affixed thereon along with one other contemporaneous copy (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be original and all the counterparts whereof shall together constitute one and the same agreement. The Developer shall retain the master copy with itself and return the one remaining contemporaneous copy, duly executed by it, to the Allottee(s) for its record.
- xix. Any references in this Agreement to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AND TO THE DUPLICATE COPIES HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACE AND ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE UNDER THEIR RESPECTIVE SIGNATURES IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.**

**For & on behalf of:  
ALLOTTEE(S)**

1. Name:  
2. Name:

**WITNESS 1:**

**For & on behalf of Developer:  
For M/s Jindal Realty Private Limited**

**Authorized Signatory(ies)**  
1. Name:  
2. Name:

**WITNESS 2:**

*Anji Chaudhary*  
**Allottee(s)**

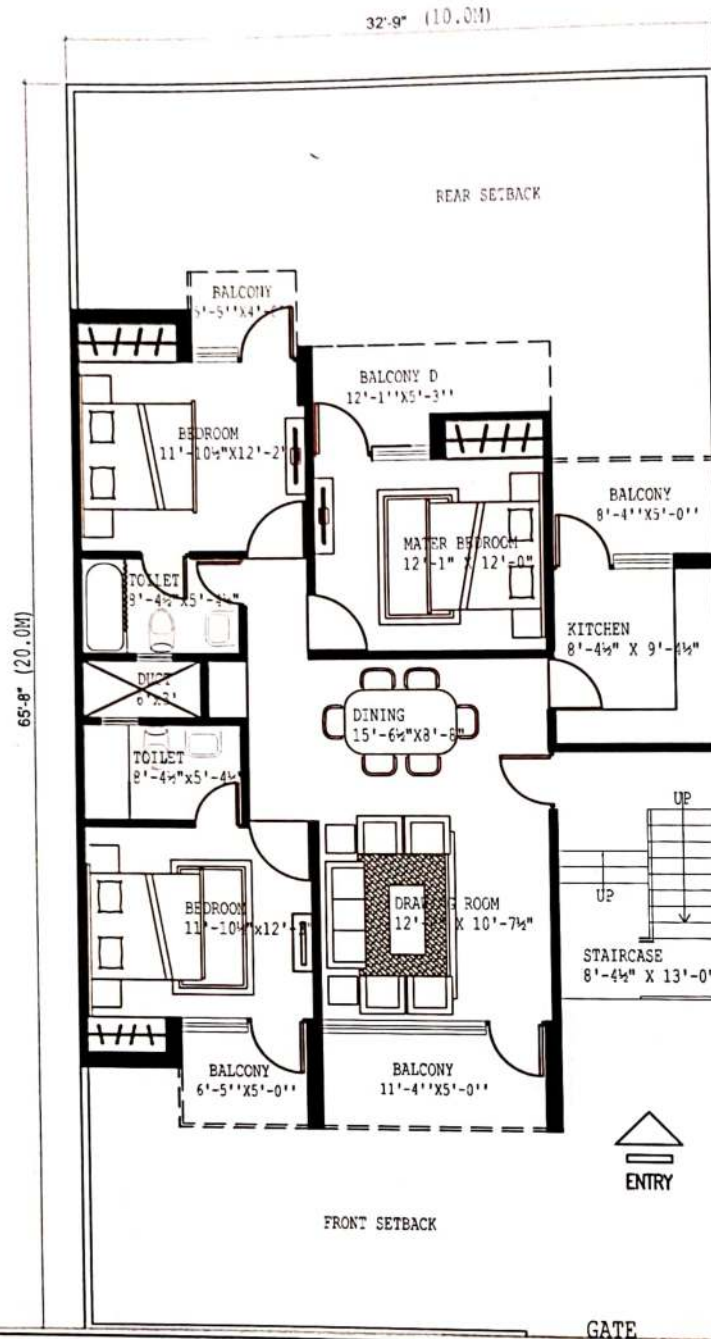
**For Jindal Realty Pvt. Ltd.**  
**Authorized Signatory(ies)**



**Authorized Signatory(ies)**



**ANNEXURE-B**  
**PROPOSED TENTATIVE TYPICAL FLOOR/DUPLEX/UNIT/VILLA PLAN(S)**  
**"JINDAL GLOBAL CITY, SONEPAT"**



**240 YARDS FLOOR PLAN**

SHEET TITLE

**GROUND FLOOR PLAN**

AREA = 1450.0 Sq.Ft.

1 sq.m. = 10.76 Sq.ft.

**For Jindal Realty Pvt. Ltd.**

**Authorized Signatory(ies)**

*Anju Chauhan*  
**Allottee(s)**



**ANNEXURE-C**  
**PROPOSED TENTATIVE SPECIFICATION\* OF THE UNIT**  
**"JINDAL GLOBAL CITY, SONEPAT"**

| <b>I. STANDARD SPECIFICATION*:</b> |                     |   |
|------------------------------------|---------------------|---|
| Structure                          | RCC Frame Structure |   |
| Flooring                           | Bedrooms            | Vitrified Tiles in all rooms & Wooden Flooring in Master Bedroom    |
|                                    | Toilets & Kitchen   | Anti-skid Ceramic Tile  |
|                                    | Balcony             | Exterior Grade Ceramic Tiles  |
|                                    | Terrace             | Treated Terrace   |
|                                    | Staircase           | Kota Stone / Green Marble   |
| Toilets                            | Dado                | Combination of Ceramic Tiles  |
|                                    | WC & Wash Basin     | China Ware of standard make   |
|                                    | Fittings            | CP fittings of standard make  |
| Kitchen                            | Dado                | Ceramics Tiles upto 2' height above the working Platform            |
|                                    | Working Top         | Granite Stone   |
|                                    | Sink                | Stainless Steel Single Bowl with drain board                        |
|                                    | Fittings            | Standard CP fittings  |
| Doors & Windows                    | Frame               | Seasoned Hardwood Frames or Aluminium External Doors                |
|                                    | Shutters            | Moulded Skin/ Flush Doors for internal shutters                     |
| Internal Finish                    | Walls & Ceiling     | Oil Bound Distemper   |
|                                    | Toilet Wall         | Ceramic Tiles upto 7' height  |
| External Facade                    | External Wall       | Weather Proof Emulsion/Paint  |
|                                    | Rear/Back Yard      | Landscaped Lawn on ground floor only                                |
|                                    | Balconies           | MS railing as per Architect's discretion                            |
| Electricals                        | Wiring              | Copper Wiring of Standard Make in concealed PVC conduits            |
|                                    | Switches & MCB      | Modular Switches with adequate provisions of Sockets & Power points |

| <b>II. DELUXE SPECIFICATION*:</b> (This specification is presently available for "Grande - Villa" Only) |  |   |
|---|--|---|
| Structure   | RCC Frame Structure                                    |   |
| Flooring  | Drawing/Dining/Lounge                                  | Premium Italian Marble  |
|   | Bedrooms   | Laminated Wooden Flooring/ Marble / Vitrified Tiles                                     |
|   | Kitchen/Toilets/Corridor/Balcony                       | Anti-skid Vitrified Tiles   |
|   | Staircase  | Marble Stone with SS railing  |
|   | Terrace  | Treated Terrace   |
| Toilets   | Dado   | Combination of Ceramic/Vitrified Tiles  |
|   | WC & Wash Basin  | China Ware of Standard Make   |
|   | Fittings   | Premium fittings/Fixtures   |
| Kitchen   | Dado   | Ceramics/ Vitrified Tiles upto 2' height above the working Platform                     |
|   | Working Top  | Granite Stone   |
|   | Sink   | Stainless Steel Single Bowl with drain board  |
|   | Fittings   | Modular Kitchen with HOB/Chimney/ Microwave Fixture with Premium CP fittings / Fixtures |
| Doors & Windows   | Doors  | Teak Veneered Panelled Doors  |
|   | Windows  | UPVC / Aluminium  |
| Internal Finish   | Walls & Ceiling  | Premium Velvet Paint  |
|   | Drawing/Dining/Lounge                                  | Designer False Ceiling  |
| External Finish   | Toilets  | Ceramic/Vitrified Tiles upto 7' height  |
|   | External Wall  | Weather Proof Paints  |
|   | Balconies  | SS Railing as per Architect's discretion  |
| Electricals   | Rear/Back Yard   | Manicured Landscaped Lawn in front & rear on ground floor only                          |
|   | Air Condition  | Master Bed Room & DD  |
|   | Wiring   | Copper Wiring of Standard Make in concealed PVC conduits                                |
|   | Switches & MCB   | Modular Switches with adequate provisions of Sockets & Power points                     |
| External features   | Splash Pool, Hard Wooden deck, Pargolla, Water feature |   |
| Other Features  | SS Hand railing, Terrace Garden, Modular Wardrobes     |   |
| Optional  | Lift Provision at Extra Cost                           |   |

\*These specifications are tentative and subject to change without any notice as per architect's decision at the sole discretion of the Developer.

*Anju Chandra*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

*[Signature]*  
Authorized Signatory(ies)



**ANNEXURE-D**  
**SCHEDULE OF PAYMENT**  
**"JINDAL GLOBAL CITY, SONEPAT"**

**Annexure - D**  
**Schedule of Payment**  
**"Jindal Global City - Sonapat"**

|                                    |                     |
|------------------------------------|---------------------|
| Date of Booking                    | 30-Dec-10           |
| Client Name :                      | Anju Chauhan        |
| Plot No.                           | C-193               |
| Floor                              | Ground Floor        |
| Built-up Area (in Sq. Ft.)         | 1,450.00            |
| Plot Area (in sq. yards)           | 240.00              |
| Basic Sale Price                   | 29,99,000.00        |
| EDC & IDC:                         | 2,17,500.00         |
| Preferential Location Charges      | 1,00,000.00         |
| Club Membership/IFMS/Other Charges | On Possession       |
| <b>Total Sales Consideration</b>   | <b>33,16,500.00</b> |

| Particulars                      | In %                     | Amount (in Rs.)     | Due Date  |
|----------------------------------|--------------------------|---------------------|-----------|
| At the time of Booking           | 15% of BSP               | 4,49,850.00         | 30-Dec-10 |
| Within 45 Days of Booking        | 10% of BSP               | 2,99,900.00         | 13-Feb-11 |
| Within 90 Days of Booking        | 10% of BSP + 25% EDC/IDC | 3,54,275.00         | 30-Mar-11 |
| On start of excavation           | 10% of BSP + 25% EDC/IDC | 3,54,275.00         |           |
| On casting of Ground Floor Roof  | 10% of BSP + 25% EDC/IDC | 3,54,275.00         |           |
| On casting of First Floor Roof   | 10% of BSP + 25% EDC/IDC | 3,54,275.00         |           |
| On casting of Second Floor Roof  | 10% of BSP + 50% PLC     | 3,49,900.00         |           |
| On start of external plaster     | 10% of BSP + 50% PLC     | 3,49,900.00         |           |
| On completion of Flooring        | 10% of BSP               | 2,99,900.00         |           |
| On Offer of Possession           | 5% of BSP                | 1,49,950.00         |           |
| <b>Total Sales Consideration</b> |                          | <b>33,16,500.00</b> |           |

EDC/IDC Charges is payable extra @ Rs.150/- per sq. ft(as Above). Any upward revision in EDC/IDC thereof by the Concerned Authorities the same shall be charges on prorata basis

IFMS/Club Membership or any other charges would be charged extra on Possession

Cheques/Drafts to be issued in favour of "Jindal Realty Pvt. Ltd. - JGC Sonapat" payable at New Delhi Only.

Stamp Duty, Registration Fee, Miscellaneous Charges and Other Charges are payable extra on offer of possession.

*Anju Chauhan*  
Allottee(s)

For Jindal Realty Pvt. Ltd.

Authorized Signatory(ies)



## ASSIGNMENTS AND ENDORSEMENTS

### 1. FIRST TRANSFER:

I/We hereby assign all the rights and liabilities under this agreement in favour of:

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by:

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**Transferor(s)**

**Transferee(s)**

The above transfer is hereby confirmed

**For JINDAL REALTY PVT. LTD.**

Place: New Delhi  
Dated:

Authorized Signatory

### 2. SECOND TRANSFER:

I/We hereby assign all the rights and liabilities under this agreement in favour of:

I/We hereby accept all the rights and liabilities under this agreement assigned in my/our favour by:

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**Transferor(s)**

**Transferee(s)**

The above transfer is hereby confirmed

**For JINDAL REALTY PVT. LTD.**

Place: New Delhi  
Dated:

Authorized Signatory

**For Jindal Realty Pvt. Ltd.**

*Anju Chauhan*  
Allottee(s)