

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed on this day of , 2023 at Bahadurgarh Haryana.

BY AND BETWEEN

Karni Infrastructure and Property Private Limited (CIN: U70101DL2005PTC134864 & PAN NO. AACCK6603N), and an existing company incorporated under the Companies Act, 1956, with registered office at 60 Meter Sector Road, Sector 4A, Bahadurgarh, District-Jhajjar, Haryana - 124507 represented by its authorized signatory **XXXX (Aadhaar No. XXXX)**, authorized vide board resolution dated 21st March 2023 (hereinafter referred to as the “**Owner**”/“**Developer**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successor-in-office or interest, and permitted assigns) of the **ONE PART**.

AND

Mr. XXXX (Aadhar No. XXXX and PAN XXXX), son of XXXX, residing at XXXX (hereinafter called the “Allottee”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, legal representative and permitted assigns) of the **OTHER PART**.

The Developer and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016(16 of 2016) or any other law for time being in force by State of Haryana in this regard;
- (b) “**Authority**” means the Haryana Real Estate Regulatory Authority;
- (c) “**Association**” shall mean an Association or Society of Plot Buyers to be formed by the Developer for the common purposes of the said Project Land and Plot Buyers.
- (d) “**Common Parts**” shall mean and include the amenities and facilities as may be meant for common use of the Allottee(s)/owners Plot Buyers of the said Project Land and the same more fully described in ***Schedule “C”*** hereunder written.
- (e) “**Common Purpose**” shall mean and include the purpose of maintaining and up keeping of the said Project Land and in particular the common parts, and amenities as also meeting of the common expenses and matters relating to mutual rights and obligations of the Allottee(s)/owners of several Plots of the Project Land.
- (f) “**Common Expenses**” The costs and expenses required to be incurred or disbursed or paid for the common purposes including administration, management and maintenance of the common parts, facilities, amenities, and the security services and the same to be proportionately contributed and borne by the Allottee(s) herein along with other Plot owners/Allottees in proportion to the Plot of Land more fully described in **Schedule D** herein,

- (g) **“DDJAY”** Deen Dayal Jan Awas Yojana
- (h) **“Government”** means the Government of the State of Haryana;
- (i) **“Proportion”** shall mean where any expenses or costs are mentioned to be borne or paid proportionately by the Allottee(s) than the portion of the whole amount payable by the Allottee(s) shall be in proportion to the total area of the “said Plot”.
- (j) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (k) **“Regulation”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (l) **“Section”** means a section of the Real Estate (Regulation and Development) Act, 2016.
- (m) **“Larger Plot of Land”** shall mean and include all that the entire land measuring an area of 12.28125 acres of land situated in Village Kasar, Sector 4A, Bahadurgarh, Distt: Jhajjar, Haryana more fully described in **Part I of Schedule A** hereunder written
- (n) **“Remaining Land”** shall mean and include 5.05625 acres of land being the land area remained with the Owner/Developer and not part of the Project Land more fully described in **Part III of Schedule A** written here under.
- (o) **“Project Land”** shall mean and include all that Plot of Land measuring 7.225 Acres of land more fully described in **Part II of Schedule A** written hereunder and delineated by Black ink in the Plan Annexed hereto.
- (p) **“Said Plot”** All that **Plot No. XX Measuring XXX Sq. Yards**, situated and lying at Village Kasar, Haryana together with undivided, indivisible, proportionate share in the common areas of the Project Land, more fully described in **Part IV of Schedule A** and shown by Red Ink in the Plan annexed hereto.
- (q) **“Sinking Fund”** shall mean the reserve fund to be contributed by all the Plot owners \ the Allottee(s)s of the Project Karni Greens including the Allottee(s) herein on account of capital expenses to be incurred after allotment of Plots and to be held by the Developers or the Association on its formation.

- (r) **“Transfer”** with its grammatical variations shall include a transfer by possession or by any other means adopted for affecting the transfer of Plot of Land in favour of an Allottee(s) thereof although the same may not amount to a transfer in law and would be subject to the terms conditions covenants and stipulations herein contained.
- (s) **“Designated Bank Account”** shall mean the following bank account for payment of Dues by the Allottee:

Bank	AXIS BANK
Branch	Defence Colony, Delhi
Account Name	Karni Infrastructure and Property Pvt. Ltd. - Karni Greens Collection Account
Account Number	922020061654829
IFSC	UTIB0000357

WHEREAS:

- A. Vide three Sale Deed(s), all dated 13.06.2007 registered as documents No. 2457, 2459 and 2460 at the office of the Sub-Registrar at Bahadurgarh, Haryana, and the Owner cum Developer became the absolute and lawful owner of land admeasuring approx. 12.28125 acres **Larger Plot of Land** situated in revenue estate of village Kasar, Sector-4A, Bahadurgarh, District Jhajjar, Haryana.
- B. The Director General of Town and Country Planning, Haryana has granted the license bearing number 154 of 2022 dated 30.09.2022 to the Owner cum Developer for development of affordable residential colony under DDJAY on a part of the total Larger Plot of Land of admeasuring 7.225 acres (**“Project Land”**). The Developer agrees that it shall not make any changes to these approved plans except in strict compliance of Section 14 of the Act \Any other applicable laws.
- C. The Project Land, wherein the aforesaid Licence has been granted for sale of portion of land by plotting, is earmarked for the purpose of plotted development of a project, comprising of 108 plots more or less and the said project shall always be known as **‘Karni Greens’** (**“Said Project”**).

- D. The Developer has registered the said Project under the provisions of the Act with the **Haryana Real Estate Regulatory Authority at Panchkula** under Registration No. **HRERA-PKL-JJR-403-2023 dated 10th February 2023,**
- E. The parties hereby confirm that Developer is fully competent to enter into this Agreement and to fulfil all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Land.
- F. The Allottee had applied for purchase of a plot in the Project vide Application No. XXXX dated XXXX total consideration of XXXX and has been allotted **Plot No. XX** (here in after referred to as the Said Plot and morefully described in Part IV of schedule A written hereunder and delineated in colour Red)
- G. The Allottee(s) above-named having duly inspected all the title deeds and documents as also having caused necessary searches and investigation into the Developer's title, has fully satisfied himself/herself/themselves with regard to the title of the Developer in respect of the said Project Land as also the right of the Developer to undertake the development of the said Project Land. The Allottee confirms not to raise any dispute in future in respect of Developer's title to the Plot of Land and shall not be entitled to cancel the Agreement on this ground.
- H. The parties relying on the confirmations, representations and assurances of each other, do agree to faithfully abide by all the terms, conditions and stipulations contained in this Agreement which they have checked. The parties further confirm that they are aware of all applicable laws and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- I. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Said Plot.
- J. **NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**
1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Plot for residential usage at the total price and on the terms and conditions mentioned hereunder.
- 1.2 The Total Price of Plot of Land is **Rs. XXXX/-**(Rupees XXXX only) (“**Total Consideration**”)

Plot No.	Area of the Plot (Sq.Yard)	Rate per Sq.Yard	Value of the Plot (in INR)
XXX	XXXX	XXX	XXX

EXPLANATION:

- (i) The Total Price as mentioned above includes the Booking Amount as well as those instalments paid/to be paid by the Allottee to the Developer towards purchase of the Plot.
- (ii) The Total Price as mentioned above includes present Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which is levied or payable, in connection with the development/ construction of the Project(s) paid/ payable by the Developer up to the date of handing over the possession of the Plot to the Allottee(s) after obtaining the necessary approvals from Competent Authority for the purposes of such possession.
- (iii) The Total Price of the said Plot includes recovery of price of land, cost of development thereof and the Common Areas, internal development charges, external development charges, taxes, cost of providing, electrical connectivity to the Plot, water line, plumbing in the common areas and includes cost for providing other facilities, amenities and specifications to be provided in the Project as per **Schedule C** herein below.
- (iv) The Total Price is escalation free save and except due to increase on account of development charges payable to the Competent Authority and/or any other charges/taxes, which may be levied or imposed by the Competent

Authority from time to time. The Developer agrees that while raising a demand on the Allottee(s) for increase in development charges, taxes imposed by the Competent Authorities, the Developer shall forward or intimate the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee(s).

(v) **EXTRAS TO BE PAID:**

- a) Deposit on account of securities including **Interest Free Maintenance Security (IFMS) @ Rs. 200/- (two hundred) only per sq. yard** as per the prevailing rules /rates for the period of one year or till hand over of the same to the Association of Allotees as the case may be and property taxes after Notice Of Possession. Besides the above the Allottee shall also cause deposit of the amounts on account of sinking funds with the Developer which amount shall be intimated to the Allottee at the time of execution of the Deed of Conveyance.
- b) Stamp duty, registration fee, Legal Fees and any incidental charges and any other charges payable as stated in this Agreement or as per custom and usage;
- c) Charges / Security Deposit on account of electric connection and meter charges for the said plot. The amount payable on this account will depend on the estimates approved by UHBVN.
- d) Any amount spent by the Developer over the Said Plot at the instance and request of the Allottee.
- e) Power back-up charges, if provided by the Developer.

- 1.3 Provided that, the Developer may make minor additions or alterations if required by the Allottee, as per the provisions of the Act and Rules made thereunder or as per Approvals/ Instructions/ Guidelines of the Competent Authorities at the cost of the Allottee.

- 1.4 The Owner cum Developer shall confirm the area of a Plot as pre-approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plot alongwith essential services as mandated by Rules and Regulation of Competent Authority is complete. The Developer shall inform the Allottee about any details of the changes, if any, in the area to be allotted. The Total Price payable for the Plot shall be recalculated upon confirmation by the Developer. If there is reduction\ increase in the area of the Plot then the Developer shall refund \ demand the money on pro rata basis. All these monetary adjustments shall be made at the same rate per square yardas agreed in para 1.2 of this Agreement.
- 1.5 Subject to the Payment Plan and other payments describe in Point No. 1.2 and 1.3 of this Agreement, the, the Allottee shall have the exclusive ownership of the Plot for residential usage only and for no other purpose:
- i. The Allottee shall also have an undivided proportionate right in the common areas. The Allottee(s) shall use the common areas along with other occupants, without causing any inconvenience or hindrance to them or to anyone. It is clarified that the Developer shall hand over the common areas to the Association of Allottees/ Competent Authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the Competent Authority, as the case may be as provided under Rule 2(1) (f) of Rules, 2017 of the State of Haryana.
 - ii. The Allottee shall have the right to visit the Project site to assess the extent of development of the Project and of his allotted Plot.
- 1.6 The Developer agrees to pay all outstanding payments payable by the Developer in respect of the said plot of land before handing over the physical possession of the said Plot of Land to the Allottee(s), which it has collected from the Allottee(s), for the payment of ground rent, taxes, levies, cess etc.

2. MODE OF PAYMENT:

- 2.1 The Allottee has paid a sum equivalent to 10 (ten) % of the Total Price along with the Application which shall always be considered as the booking amount being part payment towards the Total Price of the Plot at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot immediately upon the Demand for the same being raised by the Developer (in accordance with the payment plan detailed out in **Schedule B**) here in below . Such payment shall be made into the Designated Bank Account (Defined here in above as also in Schedule B).
- 2.2 The Allottee shall deposit the TDS amount with the concerned authorities and share the TDS certificate evidencing such deposit(s) with the Developer without any request or demand in respect thereof and within the period prescribed under applicable law and shall submit all the TDS certificate before taking physical possession of the Plot.
- 2.3 Provided that if the Allottee delays in payment towards any amount or instalment which is payable beyond the due date, he/she/they shall be liable to pay interest at the rate prescribed in the Rule 15 of RERA Rules, 2017 for the entire period of delay.

3. **NOMINATION/CREATION OF THIRD-PARTY INTEREST BEFORE FINAL PAYMENT:**

The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance, subject to the following conditions:

- (i) The profile of the assignee is accepted by the Owner/Promoter;
- (ii) All amounts agreed to be payable by the Allottee (s) intending to assign the agreement to sale has already been paid to the Owner/Promoter.
- (iii) It is further made clear that on every transfer or creating of any third party interest, the Allottee shall provide all details to the Developer about such Transferee but the Allottee shall all along continue to remain liable to pay the remaining sale consideration out of the total agreed amount.

- (iv) The Allottee shall also pay an additional sum as transfer charges to be decided mutually between the Developer and the Allottee. It is however made clear that such amount shall in no event exceed an amount equivalent to 5% of the total sale consideration as **Transfer Charges**.
- (v) The buyer approve and assure that the purchase of the Plot by him/her/them is in no manner prohibited under the provisions of Prohibition of Benami Transaction Act, PMLA Act or any violation of Income Tax Act and shall keep the owner indemnified against all or any of such type of transaction.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES BY THE NON-RESIDENT INDIAN OR BY ALLOTTEES LIVING OUTSIDE COUNTRY:

- 4.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and other allied and applicable laws as on date and the Rules and Regulations made thereunder or any other Statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of remittance of payment for Acquisition/ Sale/ Transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement and to comply the law and to comply the prevailing law/rules, as applicable. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India or FEMA or any other laws, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately as well as to the FEMA Department or any other allied department.
- 4.3 The Allottee shall always be responsible for compliance of all the obligations contained in this Agreement and all necessary formalities as specified and under the applicable laws and shall not do any act which will in any manner cause breach of any laws or harm of any nature whatsoever to the Developer. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only. The Allottee shall not be indulged in any Benami transaction(s) or any transaction contrary to law.

5. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Developer to adjust/ appropriate all payments or any instalment paid by him / her under any head(s) of dues against lawful outstanding on account of the Allottee payable to Owner / Developer against the Plot, in his/ her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Developer to adjust his payments in any other manner. In this respect, the Allottee confirms that the decision of Developer shall be final and binding.

6. **TIME IS ESSENCE:**

The parties hereto shall abide by the time schedule mentioned in this Agreement being essence of this Agreement. The Developer shall unless restrained by the circumstances beyond its control or because of any sufficient cause or unless prevented by force majeure or because of acts of God shall complete the Project as agreed and handover the Plot to the Allottee(s) by 31 March 2025. The Developer

shall also handover the common areas to the Association of Allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

The Allottees shall fully co-operate the Owner cum Developer for completing the Project and shall make his/her/its due payments as agreed and mentioned in Payment Plan within agreed time.

FORCE MAJEURE OR ACT OF GOD OR ANY OTHER CAUSE

- A. The Developer shall take all steps to handover the possession of the Plot for residential usage as per agreed terms and conditions 31 March 2025 unless there is delay due to force majeure events or act of God (such as war, fire, floods, tempest, epidemic, pandemic, Court orders, Government Policy/Guidelines/ Decision etc.) affecting the regular development of the Project (“**Force Majeure**”). If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Said Plot.
- B. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure or any of the above-mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee, the entire amount received by the Developer from the Allottee excluding any taxes/cess etc. within 90 (ninety) days or so soon thereafter as and when the fund would be arranged without any interest or costs. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer as well as against the Plot and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan, which has been approved by the Competent Authority specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the said Plot for residential usage is located and has accepted the floor / site plan and the specifications, amenities, facilities, etc. annexed along with this Agreement.

The Developer shall develop the Project in accordance with the law, bye-laws, act and rules, building code such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as the provisions of the Act, in accordance with the plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the prescribed authorities and shall make any variation/ alteration/ modification in such plans, in the manner provided under the Act and Rules made thereunder and as per approvals / instructions/ guidelines of the Competent Authorities.

8. POSSESSION OF THE PLOT:

- 8.1 **Procedure for possession of Plot** - The Developer, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the Developer, duly certifying part/full completion certificate, as the case may be, in respect of the plotted colony shall offer in writing the possession of the Plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.
- 8.2 **Possession of Plot** – Upon receiving a written intimation from the Developer as per para 8.1 here in above, the Allottee shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement/Rules, and the Developer shall give possession of the Plot to the Allottee as per terms and condition of the Agreement.
- 8.3 In case, the Allottee fails to enter into and sign documentation, undertakings, as prepared by the Advocates of the Developer or withholds payment of remaining dues, stamp duty, registration charges and legal expenses etc., in such case the Developer shall give a notice to the Allottee calling for payment including interest

thereon within a period of sixty (60) days. In the event of failure of the Allottee to pay the same within the notice period also, the Developer shall be entitled to treat the allotment as cancelled and shall refund the amounts received by him after following deductions:

- a. Amount of interest receivable by the Developer because of non-payment of any instalment as per RERA Rules or any dues payable to the Developer,
 - b. Any taxes/cess/charges incurred and paid by the Developer for and on account of the Allottee for the said Plot of Land,
 - c. 10% of the total consideration Amount,
 - d. Holding charges of the Plot for the period from date of offer of possession by the Developer to the Allottee till the Agreement is cancelled/terminated because of the above reasons,
 - e. Any and all other expenses incurred by the Developer for and on account of the Allottee and for and account of the said Plot of Land.
8. 4 It is made clear that on offering possession by the Developer if the Allottee fails or neglect to take possession by making full payment payable to the Developer, the Developer shall be entitled to collect the holding charges at INR10 per Sq. Yard per month for the period of date of offer of possession till the possession is taken by the Allottee.

9. **REPRESENTATIONS AND WARRANTIES OF THE OWNER CUM **
DEVELOPER:

The Owner cum Developer hereby represents and warrants to the Allottee as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the Project Land; The Developer has requisite rights to carry out development upon the Project Land and it is presently in actual, physical and legal possession of the Project Land for undertaking construction and development of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;

The Developer warrants that the rights and interests granted to the Allottee under this Agreement shall not be prejudiced due to any encumbrance and the possession and title of the Plot shall be delivered to the Allottee freefrom encumbrances.

- (iii) All approvals, licenses, sanctions and permission issued by the Competent Authorities with respect to the Project(s) or phase(s), as the case may be, as well as for thePlot being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Developer has been taking all steps to comply with all applicable laws in relation to the

- (iv) The Developer has the right to enter into this Agreement and as per Developer's knowledge, the Developer has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (v) The Developer has not entered into any development agreement or any arrangement with any person or party with respect to development of the Project Land, including the Project and the said Plot is for residential usagewhich will, in no manner, affect the rights of Allottee(s) under this Agreement except sale of different Plots to different Allottee;
- (vi) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling any Plot to various Allottees in the manner contemplated in this Agreement;

- (vii) At the time of execution of the conveyance deed of the Plot to the Allottee, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot for residential usage to the Allottee(s). After formation of the Association of Allottees and sale of Plots of land to different Allottees the physical possession of common areas shall be handed over to the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (viii) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Project Land;
- (ix) All governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project (equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017) (till the date of transfer of Plot to the Allottee to be paid by the Developer and after offer of possession to be paid by the Allottee) shall be paid to the Competent Authorities as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Developer in respect of the Project Land and / or the Project.

10. EVENTS OF DEFAULTS:

A. ON THE PART OF DEVELOPER:

1. Subject to the Force Majeure, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide the Said Plot to the Allottee within the time period specified in **para 6** here in above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority;
 - (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 2. In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:
 - (i) To defer making further payments of instalment to Developer if demanded by the Developer till the Developer correct the situation and attempt to achieve the development milestones. Thereafter the Allottee would be enquired to make the next payment. In this respect, letter by Developer will be sufficient proof of commencement of development work.
 - (ii) In case parties agree to terminate the Agreement or the Developer stops its business of development of Project Land or the Developer become unable to deliver the Plot of Land to the Allottee in which case the Developer shall be liable to refund the entire money excluding taxes/cess etc. paid by the Allottee towards the purchase of the Plot, along with interest at the rate prescribed in the Rules, 2017 within 90 (Ninety) days of service of the Termination Notice/Closure Notice/Notice of Closure of Developer's business:

Provided that where an Allottee does not intend to withdraw from the Project or does not terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for delay till the handing over of the possession of the Plot for residential usage which shall be paid by the Developer to the Allottee within 90 (Ninety) days of it becoming due.

B. ON THE PART OF ALLOTTEE AND ITS CONSEQUENCES:

- (i) In case the Allottee fails to make payments as per the Payment Plan annexed hereto, the Allottee shall be deemed to be in default and liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules. The Developer shall also issue notice of default to the Allottee.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 90 (Ninety) days, the Developer may cancel the allotment of the Plot in favour of the Allottee and refund the money paid by him within ninety days of such cancellation after forfeiting the booking amount, paid for the allotment and after adjusting interest component on delayed payment (non-payment of any due instalment payable to the Developer). The rate of interest payable by the Allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent.. On such refund of remaining amounts, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. The Developer shall however, intimate the Allottee about such termination within reasonable time.
- (iii) The buyer approve and assure that the purchase of the Plot by him/her/them is in no manner prohibited under the provisions of Prohibition of Benami Transaction Act, PMLA Act or any violation of Income Tax Act and shall keep the owner indemnified against all or any of such type of transaction. In case the transaction is found to be hit by Prohibition of Benami Transaction Act, PMLA Act or any violation of Income Tax Act. This transaction shall stand cancelled and appropriate action will be taken as per law."

11. CONVEYANCE OF THE SAID PLOT:

The Developer on receipt of the Total Price of the Plot as per clause 1 shall execute and register a Conveyance Deed preferably within three months after the full payment is received but not later than six months from delivery of possession and in

this respect, the Allottee shall fully co-operate the Developer. The Developer shall convey the title of the Plot for which possession is granted to the Allottee.

However, in case, the Allottee fails to deposit the stamp duty and / or registration charges, other ancillary charges within the period mentioned in the notice, the Developer shall be entitled to withhold registration of the Conveyance Deed till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer. The Allottee however shall continue to be liable for the dues, interest there on as also for the maintenance charges and holding charges.

12. MAINTENANCE OF THE SAID BUILDING / PLOT/ PROJECT:

The Allottee hereby agrees and undertakes immediately upon receipt of notice of possession or as and when asked for by the Developer to execute and enter into a Maintenance Agreement in consonance with this Agreement with the Developer / Maintenance Agency / Association of Allottees and shall make payment of the deposits and maintenance charges as per the terms and conditions agreed in the said Maintenance Agreement regularly, without default.

Till the time, the Association of Allottees\ Competent Authority takes possession of the said services as envisaged in the Agreement or prevalent laws governing the same, do not come in front to maintenance, then in such a case, the Developer will be entitled to continue to maintain and will have the right to recover such amount, as spent on maintaining such services, from the individual Allottees.

The Allottee(s) shall without raising any objection of any nature whatsoever, pay the proportionate amounts of electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the said Plot and demand for payment raised by the Developer/Promoters, within 15 (fifteen) days of presentation of demand or bill on account therefore, failing which the Allottee(s) shall without prejudice to the other rights of the Developer/Promoters, pay interest at the rate prescribed in the Rules and the Act, calculated from the date on which the amount would fall due up to the date of payment, both days inclusive. Part payment will not be accepted after the due dates.

The Allottee(s) also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the said Plot of the Allottee(s) shall be discontinued and/or the Allottee(s) also be debarred from the benefits of the common facilities.

13. DEFECT LIABILITY:

It is agreed that in case of any deficiency in the provision of services or any other obligations of the Developer as agreed by the Developer as per the Agreement relating to the Plot is brought to the notice of the Developer within a period of 5 (Five) years by the Allottee from the date of handing over possession, the Developer shall after being satisfied, rectify such defects without further charge, within ninety days of information in writing.

Provided that, the Developer shall not be liable for any such defect happened because of the Allottee(s) in the Plot or the Project, and in that case Allottee would be responsible for such defects. In this respect the decision of the Developer will be final.

14. RIGHT TO ENTER UPON THE PLOT FOR REPAIRS AND MAINTENANCE WORKS AND INSPECTION OF PLOT:

After handing over possession, the Developer / Maintenance Agency / Association of Allottees/ Competent Authority, after giving due notice, shall have rights of access of Common Areas for providing necessary maintenance services and the Allottee(s) not to make any hindrance. The Developer shall be entitled to the said Plot during the normal working hours for inspection also, with a view to rectify such defect(s) for convenient use of common areas by other Allottees.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1 The Allottee shall, after taking possession, be solely responsible to maintain the Plot for residential usage at his / her own cost and shall keep the same, in good repair and condition and shall not do or suffer or cause to be done or suffer anything in or to the Plot or to common or other areas of the Project Land which may be in violation of any laws or rules of any authority. The Allottee also shall not change or

alter or make additions to the Plot for residential and shall keep the Plot, sewers, drains, pipe and appurtenances thereto and other essential services or belonging thereto, in good and tenantable repair.

15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade on the Plot in common areas. Further, the Allottee shall not store any hazardous or combustible goods in the Plot for residential usage or in any other area or place any material in the common passages. The Allottee shall ensure that they will not create any hindrance by way of locking, blocking, or in any other manner in right of passage or access or common areas which otherwise are available for free access.

15.3 The Developer / Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/ or maintenance agency appointed by association of Allottees/ Competent Authority shall manage and maintain the same. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions under this Agreement.

15.4 It is clarified that the Allottee shall be allowed to install silent DG SET or similar equipment for power back up inside his area only after obtaining the approvals from the Owner/Developer as also from the appropriate Authorities.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Plot for residential usage with the full knowledge of all laws, rules, regulations, and notifications applicable in the State of Haryana and related to the Project.

17. ADDITIONAL CONSTRUCTIONS / FACILITIES:

The Developer agrees that it has right to make alterations in the Project after the layout plan, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, subject to guidelines/ permissions/ directions or sanctions by Competent Authority in compliance of Section 14 of the RERA Act.

Provided that the Developer may undertake development in the said remaining land parcels adjoining the Project Land (including the remaining area adjoining the said Plot of Land measuring approx. 5.05625 acres (hereinafter referred to as the **“remaining Land out of Larger Land”**) which does not form part of the Project Land. The Developer may, at their sole discretion, develop such additional land or Balance Land, as deemed fit by it either in integration with the Project or otherwise. The Allottee acknowledges and confirms that he / they shall not have any objection to such development by the Developer in any manner in the said remaining Land. Further, the Allottee acknowledges and understands that nothing contained under this Agreement (or the Conveyance Deed as may be executed and registered in favour of the Allottees) shall be deemed to create, in favour of the Allottee or the association or Allottees, any rights or interest in such Remaining land or Balance Land (whether integrated or independent of the Project).

Notwithstanding anything contrary contained herein it is made clear that subject matter of the said Project and development of land is only 7.225 acres of land and which have nothing to do with remaining area of Land of the Developer measuring 5.05625 acres exclusively belonging to the Owner/Developer.

18. MORTGAGE BY DEVELOPER:

After the Developer executes this Agreement, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge in respect of the said Plot shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

19. HARYANA DEVELOPMENT AND REGULATION OF URBAN AREAS ACT, 1975:

The Developer has assured the Allottees and the Allottee have satisfied himself/herself/themselves that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of Competent Authority prevalent in the State.

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Developer, does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and Secondly, the Allottee and the Developer have an obligation to execute and register this Agreement as per the provision of the relevant RERA Act as applicable to the State of Haryana.

If the Allottee(s) fails to execute and deliver back to the Developer duly signed, this Agreement and further register the said Agreement, as per intimation by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default within 30 days of receipt of agreement from Developer, which if not rectified within the time stipulated in notice, allotment of the Allottee shall be treated as cancelled and the Developer shall have an option to forfeit up to ten percent of the booking amount. The sums deposited by the Allottee in connection herewith including the booking amount shall be returned to the Allottee after forfeiture and without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE (S) /
SUBSEQUENT ALLOTTEE (S):**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and to be complied by any subsequent Allottee(s) of the Plot in case of further transfer, as the said obligations go along with the Plot all intents and purposes. It shall be duty of the Allottee to inform new/subsequent Allottee about obligation under this Agreement.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) including in deferring payments period as per the Payment Plan provided in **Schedule B** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement is determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed deleted so far as the said clause is inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be but the remaining provisions of this Agreement

shall remain valid and enforceable as agreed and applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. FURTHER ASSURANCES:

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

27.2. In case the Allottee engages with any broker, channel partner or agent (collectively called “**Broker**” for the purpose of this clause) in respect of their purchase of the Plot under this Agreement, then the sole and exclusive liability and responsibility of any claims or disputes arising in relation with such engagement by the Allottee to the Developer shall be that of the Allottee alone, to the complete exclusion of the Developer. It is sufficiently clarified that the Allottee shall not have any right to claim deduction or adjustment on any account or on account of any brokerage, commission or fee paid or payable to such Agent (if any) against the Total Price of

the Plot for any reason whatsoever. Further, such Broker shall not, in any way, be construed as an agent of the Developer, and the Developer shall not be responsible or liable for any act, omission or commission on the part of such Broker.

27.3. The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid / payable by the Allottee under this Agreement towards the Plot is not involved directly or indirectly to any proceeds of the scheduled offence and is / are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and / or amended from time to time (collectively “**Anti Money Laundering**”). The Allottee further declare(s) and authorize(s) the Developer to give personal information of the Allottee(s) and to any statutory authority as may be required from time to time if requested \directed by any Statutory Authority. The Allottee further affirms that the information / details provided is / are true and correct in all respect and nothing has been withheld including any material facts within his / her / their / its knowledge. The Allottee further agree(s) and confirm(s) that in case the Developer becomes aware and / or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel / terminate this Agreement. Upon such termination, the Allottee shall not have any right, title or interest in the Plot neither have any claim / demand against the Developer, which the Allottee hereby unequivocally agree(s) and confirm(s). In the event of such cancellation / termination, this Agreement\ transaction shall stand cancelled and appropriate action will be taken as per law. The refund of any part of the amount will be only after the Allottee furnishes to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee but such refund shall be without any interest and subject to forfeiture of booking amount. Allottee shall also be liable to pay cost, charges and stamp duty towards execution and registration of cancellation deed. It is clarified that the Developer shall under no circumstance be liable to return / refund any portion of the applicable taxes any

pass-through charges paid / incurred by the Allottee to the Developer or any government authority.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Bahadurgarh, Haryana. Hence this Agreement shall be deemed to have been executed at Bahadurgarh, Haryana.

29. NOTICES:

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

Name and Address of Allottee

Allottee Name: XXXX

Postal Address: XXXX

E-mail: XXXX

Name and Address of Developer

M /s Karni Infrastructure and Property Pvt. Ltd.

**Postal Address: Project - KARNI GREENS, 60, Meter Sector Road, Sector 4A,
Bahadurgarh, Dist.Jhajjar, Haryana – 124507**

E-mail: info@karnigroups.com

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

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the unit/ apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such plot, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

31. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

32. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to The Adjudicating Authority as per Law.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Bahadurgarh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE:

(1) Allotee Signature _____

Allotee Name XXX

Aadhaar No. XXXX

Address: XXXX

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

(1) **Authorised Signatory** _____

Name XXXX

Aadhaar No. XXXX

Company PAN: AACCK6603N

Please affix
photograph and
sign across the
photograph

WITNESSES:

1) Signature _____

Name: XXXX

Address: Village XXXX

2) Signature _____

Name: XXXX

Address: XXXX

SCHEDULE A

DESCRIPTION OF THE LARGER LAND & THE PROJECT LAND

PART-I

LARGER LAND

All that piece of land admeasuring approx. 12.28125 acres situated at Village Kasar, Sector-4A, Bahadurgarh, District Jhajjar.

PART-II

PROJECT LAND

Part of the Larger Land situated at Village Kasar bearing Rect. No. 49 Killa No. 15min, 16min, 17, 23/2min, 24min, 25min, 27, 4min, 5min, 6min, 7min collectively admeasuring 7.225 acres (or 57K-16M) and more fully delineated by BLACK Ink in the Plan annexed hereto.

PART-III

REMAINING LAND (NOT PART OF THE PROJECT LAND)

5.05625 acres of land being the land area remained with the Owner/Developer and not part of the Project Land and after excluding the Project Land from the Larger Plot of Land.

PART-IV

SAID PLOT

All that the Plot No. XX by measurement an area of XXXX Square Yards situated/lying at Village Kasar delineated by Red Ink in the Plan attached hereto:

SCHEDULE B

DEVELOPMENT LINKED PAYMENT PLAN** “DLPP”			
1.	At the Time of Booking	10% of Total Price	XXXX
2.	Within 45 Days from the date of Application or upon signing of Agreement to Sale (ATS) whichever is earlier	10% of Total Price	XXXX
3.	On Commencement of Sewerage Drainage work in the project	15% of Total Price	XXXX
4.	On Commencement of Water Lines works in the Project	15% of Total Price	XXXX
5.	On Commencement of Internal Road works in the project	15% of Total Price	XXXX
6.	On Commencement of Landscaping work in the project	15% of Total Price	XXXX
7.	On Commencement of Street Poles work in Project	10% of Total Price	XXXX
8.	On Offer of Possession	10% of Total Price	XXXX
9.	On Offer of Possession	100% of IFMS (@200/Sq. Yard)	XXXX

** Above DLPP doesn't include Other Extra Charges as applicable (see below)

MEMO OF CONSIDERATION

Received application/booking amount from **XXXX** of **INR XXXX** towards the Said Plot in the following manner:

	In Favour of	RTGS / Cheque No.	Dated	Amount (INR)
1.	Karni Infrastructure and Property Pvt. Ltd. - Karni Greens Collection Account	XXXX	XXXX	XXXX
2.	Karni Infrastructure and Property Pvt. Ltd. - Karni Greens Collection Account	XXXX	XXXX	XXXX

OTHER EXTRA CHARGES TO BE PAID:

- A) **Legal Charges** to be paid directly to legal firm (INR 5,000 at the time of registration of Agreement to Sale & INR 7,000 at the time of registration of Deed of Conveyance)
- B) **Government Stamp Duty and Registration Charges** will be paid by customer on actual basis at the time of registration of Agreement to Sale & Deed of Conveyance respectively

- C) **Maintenance Charges** - INR 1,500 (One thousand five hundred) only per month per plot
- D) **New Duties, Taxes etc.** If any imposed by authorities in future (Payable along with the demand subsequent to such notification)
- E) **Cost of Electric Connection and Meter** (Actual basis at the time of demand by UHBVN)
- F) Any amount spent on the Said Plot at the instance and request of the Allottee.

NOTE:

- A) **Interest on delayed payment(s)** will be calculated using rate of "SBI PLR + 2%" per annum

Bank Details	AXIS Bank (Branch - Sarat Bose Road) Account Name - <u>Karni Infrastructure and Property Pvt. Ltd. - Karni Greens Collection Account</u> <i>(All Cheques/DD should be in favour of this account name)</i> Account Number - 922020061654829 IFSC - UTIB0000411
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SCHEDULE C

COMMON AMENITIES AS A PART OF THE PROJECT

- **Sewage Treatment Plant (STP)**
- **Water Treatment Plant(WTP)**
- **Internal Path and Pathways including spaces designated for Park, Flowerbed area, Lawn, Walkway and Tree Court ,Play wall,**
- **Guard Room**
- **Trellis**
- **Badminton Court**
- **Amphitheatre**

COMMON FACILITIES

1. **Areas :** a) Electric utility rooms , Security Rooms, pump rooms. Generator rooms, STP spaces\room, WTP spaces \rooms if any d) Internal Roads , pathways , Pathways including spaces designated for Park, Flowerbed area, Lawn, Walkway and Tree Court ,Play wall, Badminton Court etc
2. **Water, Plumbing and Drainage:** a)STP,WTP,Drainage, sewerage lines and septic tank and other installations for the same (except those as are installed within the exclusive area of any Plot and \or exclusively for its use) c) Water supply system c) Water pump , water reservoirs together with all common plumbing installations for carriage of water (except those as are installed within the exclusive area of any Plot and \or exclusively for its use).
3. **Electrical Installations:** a) Electrical Wiring and other fittings (except those as are installed within the exclusive area of any Plot and \or exclusively for its use) b) Lighting of common portions ‘ Poles ‘lights etc. c) Electrical installations relating to Transformer and sub stations if any for receiving ELECTRICITY FROM Electric Supplier and meter(s) for recording supply d) Generator and its accessories (if any)
4. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Said Plot and Project as are necessary for passage to and/or use of the Plot Holders in common.

SCHEDULE D

INDICATIVE LIST OF COMMON EXPENSES

A. Maintenance: All cost of maintaining, operating, replacing, repairing, painting, rebuilding, reconstructing, lighting, renovating the Common portions.

B. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common portions inclusive of but not limited to Pumps, motors, lights generator, (if any) , STP and WTP including their license fees , taxes and other levies if any.

C. Staff: The salaries of and all other expenses of the staff to be employed for the common purposes including, Security guard, watchman, sweepers, plumbers, electricians etc. and their perquisites, bonus and other emoluments and benefits or if done by any agency , the payment to such agency\ies.

D. Association of Allottees: Formation, establishment and all other expenses related to the same including its office and staff expenses and miscellaneous expenses also similar expenses of the Vendor until handed over to the Association Of Allottees.

E. Insurance: Insurance premium and other expenses for insuring the common portions\ utilities.\machineries \ equipments

F. Common Utilities: all charges and deposits for supplies of common utilities in common.

G. Electricity: Electricity charges for the electrical energy consumed for the common portions \installations.

H. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

I. Rates & taxes: All taxes on the common areas save and except those separately assessed on the Purchasers.

J. Reserves And Miscellaneous: All other expenses, as are deemed necessary by the Developer \Maintenance Agency till taken over by the Association Of Allottees or Competent Authority paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting or periodic expenses relating to common portions .