

I N D E X		
Sr. No.	Heading	Page No.
1.	Index	1
2.	Important instructions for the intended applicant	2 – 3
3.	Application Form for applying provisional allotment of industrial plot	4 – 13
4.	Draft of Provisional Allotment Letter	14 – 20
5.	Draft of Agreement for Sale	21 – 53
6.	Draft of Letter of Offer of Possession	54
7.	Draft of Sale Deed	55 – 79
8.	Draft of Possession Letter	80
9.	Draft of Common Area Maintenance Services Agreement	81 – 94
10.	Draft of Water Supply and Services Agreement	95 – 116
11.	Draft of Development Control and Services Guidelines	

**Important Instructions for intended applicant(s) for filling up and submission of
Application Form for allotment of industrial Plot in MET**

Kindly read the entire contents of this booklet containing sale agreements and other related documents carefully and obtain clarification or further information/document(s), if required, before making any payment and submitting any application. It is expected that after having read drafts of all the agreements and relevant documents, you have understood the contents and have agreed to abide by all the terms and conditions contained therein, you have decided to submit the application for allotment of industrial plot in Model Economic Township ("MET"), licensed industrial colony, being developed by Model Economic Township Limited ("METL") in District Jhajjar, Haryana.

The Applicant (and the co-applicant, if any), should fill all requisite particulars and should sign on all pages of this application form (including drafts of various agreements) before submitting his/her application.

The Applicant may please note that the attached drafts of sale agreements are standard drafts and no request for any change therein will be accepted.

The Applicant shall be required to apply on prescribed format of Application Form (provided herein) along with 10% of the Total Price (i.e., Booking Amount) and submit self-attested photocopies of requisite documents. Any application Form submitted without complete Booking Amount, particulars and requisite documents may be rejected by METL.

Upon acceptance of the application and realization of Booking Amount, a provisional allotment of the industrial plot opted for by the Applicant will be made in the prescribed format provided hereunder.

Along with provisional allotment letter, the Applicant will be provided with three (3) copies of the draft Agreement for Sale in the prescribed format for execution. The Agreement for Sale must be executed by the Applicant on stamp paper of requisite value and returned to METL within a period of 30 (thirty) days from the date of receipt by the Applicant for signatures of METL representative and registration thereof.

METL shall not execute any Agreement for Sale wherein Applicant has made any changes/alterations/modifications. The Applicant agrees and understands that if the Applicant fails to execute and deliver the Agreement for Sale along with all annexures, within 30 (thirty) days from the date of its receipt by the Applicant, then METL shall have the right to cancel the allotment and consequent to such cancelation, the Applicant consents and authorizes METL to forfeit the Booking Amount. Further, upon such cancelation, the Applicant shall not have any right, title or interest of whatsoever nature, in the provisional allotment of the industrial plot and METL shall be free to deal with such plot in the manner it likes, including accepting further application(s) and making provisional allotment to a new applicant. The Applicant understands, acknowledges and agrees that METL shall not be required to send any notice/reminders in this regard.

Payment of subsequent instalments after execution of Agreement for Sale shall be made by the Applicant on or before the respective due dates as opted by the Applicant in the payment schedule in Application Form and/or Agreement for Sale. METL shall not be required to send any notice(s) or reminder(s) to the Applicant for such payments. In the event of any delay by the Applicant in making payments as per the payment schedule, the Applicant agrees to pay the installment amount due along with the stipulated interest thereon, up to the date of payment. Applicant may please note that date of receipt of payment by METL shall be the date when the cheque/draft received from the applicant is credited in the bank account of

METL. Therefore, it is in the interest of the applicant to remit all the instalments through RTGS/NEFT to the bank account of METL.

METL reserves the right to request for full identification, financial and other information as it may deem necessary, in relation the Applicant and for the purpose of determining the suitability of industrial unit to be set up by the Applicant in MET, including in compliance of various approvals and sanctions granted to METL by various authorities. METL, at its sole discretion, may reject and refuse to execute the Agreement for Sale if it is found that the Applicant has made any changes / cancellations / alterations / modifications therein and, or it is discovered that the Applicant has submitted wrong/ incorrect particulars/ information or that the Applicant has concealed any material information about itself or its industrial processes.

The Applicant confirms that he/she has read and perused the detailed terms and conditions of Application Form, Provisional Allotment Letter, Agreement for Sale, Sale Deed and all other agreements/ documents provided hereunder and further affirms to have fully understood the same (including the limitations of METL) and the Applicant agrees to comply with the obligations of applicant/ allottee/buyer, as per the conditions stipulated in these documents/ agreements.

Applicant(s)

Date: _____

Place: _____

Application Form**Model Economic Township Limited****3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram – 122015 (Haryana)****Application Form No. _____****(To be filled in by METL)****Application Form****For****Provisional allotment of Industrial Plot(s) in Sector-5 and 7,
Model Economic Township, Tehsil Badli, District Jhajjar, Haryana**

To,

The Whole Time Director,
Model Economic Township Limited (METL),
3rd Floor, 77-B, IFFCO Road, Sector 18,
Gurugram-122015, Haryana, India

Subject: Application for provisional allotment of industrial plot(s) in Sector 5 and 7 in Model Economic Township, Tehsil Badli, District Jhajjar, Haryana.

Sir,

I/We ("**Applicant**") wish to apply for the allotment of industrial plot(s) admeasuring approximately, _____ square meters ("**Plot**") in Sector 5 and 7 of Model Economic Township ("**MET**"), Licensed Industrial Colony being developed by Model Economic Township Limited ("**METL**" or "**Company**"), in first phase comprised of 560.388 acres (hereinafter referred to as "Project") of the land parcels situated in revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Fatehpur and Bamnola, Tehsil Badli, District Jhajjar, Haryana, under License No. 06 of 2012 dated 01.02.2012, License No. 16 of 2018 dated 23.02.2018 and License No. 129 of 2019 dated 04.12.2019, issued by the Director, Town and Country Planning Department, Govt. of Haryana and also registered under the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 with Haryana Real Estate Regulatory Authority, Panchkula ("**Authority**") vide Registration No. 135 of 2017 dated 28.08.2017 and HRERA-PKL-JJR-6-2018 dated 27.04.2018 read with Corrigendum Memo No.HRERA-95-2020 dated 13.03.2020.

I/We have paid / remitted along with this Application a sum of Rs. _____/- (Rupees _____ only) as the booking amount, being an amount equivalent to 10% (ten percent) of the Total Price of the Plot, @ Rs. _____ per sq. m. ("**Booking Amount**").

I/We am/are submitting undertaking attached to this Application along with my/our general particulars and self-certified copy of requisite documents and the brief description of the industrial unit proposed to be developed by me/us on the Plot ("**Purpose**"), as required by METL for considering my/our Application.

I/We understand that, in case my/our Application is not found acceptable to METL, the amount remitted herewith, shall be refunded to me/us without interest, within a period of 30 (thirty) days from the date of submission of this Application.

I/We further understand that in case METL allots the Plot by issuing a provisional allotment letter, I/we shall be liable to pay the Total Price of the plot as per the Payment Plan as opted by me/us in this Application.

Sincerely Yours,

Signature(s) of Applicant(s) /
Authorized signatory on behalf of the Applicant

Date: _____

Place: _____

GENERAL PARTICULARS

(Please complete the Application Form in full in BLOCK LETTERS in English language. Application not complete in every respect is liable to be rejected.)

I. PARTICULARS OF APPLICANT:

1. M/s. _____
(in case of Proprietary firm, partnership firm, LLP and companies)
Or
Mr./Ms. _____
s/d/w/o _____ (in case of individuals)
2. Registered Office/ principal place of business/ residential/ correspondence address : _____

3. Nationality: _____
4. Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.
5. GST Registration number: _____
6. Income Tax Permanent Account No. (PAN) _____
7. Aadhaar No. _____ (in case of individuals, partners of firm and authorised representative of company signing the application form)
8. Tel. No. _____
9. Fax No. _____
10. Mobile No. _____
11. Email Address: _____

II. DETAILS OF PRESENT BUSINESS:

1. Present Business profile: _____
2. Nature of present industrial unit along with HSN code of products manufactured:

3. Address: _____

4. Category of industrial unit (pollution angle): Red / Orange / Green / White
5. Number of years of operation: _____ (years)
6. Employment: _____ (No. of Employees)
7. Annual Turnover: _____ (Rs. Crore)

III. DETAILS OF THE PLOT APPLIED FOR:

1. Plot number : _____, Street No. _____, Sector _____
2. Plot size: _____ square meters approx.
3. Rate : Rs. _____ per square meter
4. Total Price : Rs. _____/-
(Rupees _____ only)

IV. DETAILS OF UNIT PROPOSED TO BE SET-UP (PURPOSE):

- i. Nature of industrial unit proposed to be set up with Type and HSN code of products planned to be manufactured: _____
- ii. Category of industrial unit (pollution angle): Red/Orange/Green/White
- iii. Power Requirement : _____ KVA at voltage level of _____ KV
- iv. Water Requirement : _____ KLD per day
- v. Employment: _____ (No. of Employees) with break up into:
 - (a) Skilled : _____
 - (b) Semi-skilled : _____
 - (c) Un-skilled : _____

V. UNIT COST & MEANS OF FINANCE:

Particulars	Amount (Rs.)
Unit Cost	
i. Cost of plot	
ii. Cost of building	
iii. Cost of Plant & Machinery	
Total cost (i+ii+iii)	
Means of Finance	
i. Bank finance	
ii. Internal accruals/equity/self-finance	
Total (i+ii)	
Construction Details	Date
Construction Start-up time	
Production Start-up Time	

VI. PAYMENT OF APPLICATION MONEY (BOOKING AMOUNT):

Details of payment of Booking Amount, i.e. 10% of Total Price of the Plot, is as under:

1. Amount: Rs. _____/- (Rupees _____ only)
2. Bank draft/Cheque/NEFT/RTGS:
 - a. No. _____ Dated _____
 - b. Bank _____

VII. PAYMENT PLAN:

Sr. No.	Timelines	Due dates
1.	10% of Total Price (Booking amount)	Paid with Application
2.	15% of Total Price	
	Balance 75% in 3 equal installment of 25% each:	
3.	First Installment of 25% of Total Price	
4.	Second Installment of 25% of Total Price	
5.	Final Installment of 25% of Total Price	

(Note: Payments to be made only through A/c Payee Local Cheque (s) / Demand Draft (s) / RTGS/ NEFT, in favour of "Model Economic Township Limited" payable at Gurugram.)

I/We have noted and agreed that date of payment made by me/us shall be considered as date when the payment is credited in the bank account of METL.

Signature of Applicant/Stamp

Date: _____

Place: _____

Notes:

- (i) The Application shall be governed by the terms and conditions as set forth in the Agreement For Sale and sale deed.
- (ii) The request of the Allottee for early possession may be considered by METL on payment of the Total Price and interest on delayed payment and other dues, if any.

Enclosures:

- (1) Cheque/DD No. _____ dated _____
- (2) Undertaking.

UNDERTAKING

I/We, _____, the Applicant/ duly authorized signatory on behalf of the Applicant, do hereby agree and undertake that:

1. I/We understand that Model Economic Township Limited ("**METL**") is developing an industrial colony by the name of Model Economic Township ("**MET**") on land admeasuring 1000.76875 acres approx. ("**Said Land**"), under licenses number 06 of 2012 dated 1st February, 2012, No.16 of 2018 dated 23rd February, 2018 and No. 129 of 2019 dated 04th December, 2019 issued by DTCP, Haryana situated in the revenue estate of Village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Fatehpur and Bamnola, Tehsil Badli, District Jhajjar, Haryana ("**Licensed Industrial Colony**"), which may further be augmented with further land parcels situated within and adjacent to the boundary of Said Land.
2. The Licensed Industrial Colony is being developed in multiple phases and the first phase comprised of 560.388 acres area ("**Project**") has been duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations made thereunder, as amended from time to time, with Haryana Real Estate Regulatory Authority, Panchkula vide Registration No. 135 of 2017 dated 28th August, 2017 and HRERA-PKL-JJR-6-2018 dated 27th April, 2018, read with Corrigendum Memo No. HRERA-95-2020 dated 13.03.2020.
3. I/we confirm that I/we shall not have any objection whenever METL makes suitable and necessary alterations in the layout plan of Licensed Industrial Colony, if necessary for better planning of the layout of MET or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to Licensed Industrial Colony.
4. I/we understand and confirm that the Total Price, as stated above, includes conversion, development and zoning of the Plot and cost of infrastructure facilities namely, storm water drain/ sewage water drainage system at battery limits of the Plot, common approach road from SH-15A to the entry gate of the Plot. I/we agree and confirm that METL will endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot, before the commencement of construction by me/us and other infrastructure facilities as mentioned above before commencement of production/ operations of the Allottee on the Plot.
5. I/we am/are aware that at the time of measurement, there may be variation upto $\pm 5\%$ (five percent) in actual area of the Plot. The actual measurement and demarcation of the Plot will be done at site before the execution of the Sale Deed/ delivery of possession and difference in Total Price would be settled accordingly.
6. I/We undertake to pay the instalments on or before the due dates as stipulated in this Application and Agreement For Sale failing which my allotment of the Plot will be cancelled and METL shall have the right to forfeit the booking amount.
7. I/we authorize METL to adjust/ appropriate all payments made by me/us under any head(s) of dues against any of my/our outstanding, including but not limited to outstanding interest amount, as per terms of the Agreement For Sale.

8. All delayed payments shall carry interest calculated at SBI MCLR plus 2% (two percent), compounded at quarterly rests.
9. I/We have clearly understood that on receipt of the booking amount, METL will issue me provisional allotment letter for the plot. Such allotment shall become final only after execution and registration of Agreement For Sale.
10. I/We shall establish my/our industrial unit on the Plot as per the details submitted by me/us and shall not deviate from the Purpose as mentioned in Agreement For Sale unless approved by METL In writing.
11. I/We have seen and understood the site and scheme of development, approved layout plans/ licenses issued by DTCP, Haryana, Project registration issued by Haryana Real Estate Regulatory Authority, Panchkula, environment clearance approvals/ other approvals and documents. The aforesaid Licenses, approvals and registrations provide for certain compliances and obligations on METL. I/We agree to abide and comply with all such conditions and obligations that are applicable with respect to the Plot allotted to me/us.
12. I/ We confirm that all the information and clarifications as required by me/us has been provided/ made available to my/our satisfaction and I am/ we are fully satisfied with the same and have fully acquainted myself/ourselves of all the particulars of the Project. I/ We hereby confirm that I/ we are signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Plot and MET.
13. Post development of the all phases of the Licensed Industrial Colony, METL may form a single association/ separate associations/ apex body in its Licensed Industrial Colony. I undertake to become member of such association formed for the Project and shall have no objection of any nature in METL using right of way on the common area/road to access its other land parcels adjacent to the Project for development.
14. I/ We undertake that I/ we shall execute the instrument for transfer of title in the Plot from METL in my/our favour in the form, substance and manner as prescribed by METL and the same shall be registered within the time prescribed. The entire stamp duty and registration fee on such transfer, including any other charges payable thereon, shall be borne entirely by me/us.
15. I/We understand and acknowledge that the Total Price for the Plot does not include External Development Charges ("**EDC**") and such other charges and/or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "**Government Charges**") from time to time. I/We accordingly agree and undertake to pay to METL, as and when demanded by METL, all such Government Charges in relation to the Plot as applicable, and all increases thereto, as may be levied by the Government from time to time in the same proportion as the area of the Plot bears to the total area of MET, on which such Government Charges have been levied. In the event METL pays any Government Charges for the Plot, I/we hereby agrees and undertakes to make good the aforesaid payments to METL within a period of 30 (thirty) calendar days from the date of the demand by METL failing which the I/we shall pay an interest on such amounts, at the rate of 15% (fifteen percentage) p.a. compounded at quarterly rests. In case METL is required to submit BG to the Government, I/we undertake to give corresponding BG to METL within 15 days of intimation received from METL. Any non-payment/non-compliance of above will give rights of unpaid seller to METL and METL will have first charge on the Plot.

16. I/We understand that METL will provide common area maintenance services and other infrastructure services for all the plot owners in Project/Licensed Industrial Colony on use and pay basis. I/we undertake to execute Common Area Maintenance Services Agreement, Water Supply and Services Agreement and other such agreements and undertake to pay charges fixed by METL from time to time.
17. I/We agree that we will take possession of the Plot within a period of 30 (thirty) days from the date of offer of possession by METL. I/We agree that if I/we fail to take possession of the Plot within the stipulated timelines, then I/we shall be liable to pay applicable maintenance charges for the upkeep and maintenance of the common areas and essential services therein from the date of conditional offer of possession or commencement of common area maintenance services, whichever is later.
18. I/We have read the Agreement For Sale, Sale Deed, Common Maintenance Services Agreement, Water Supply and Services Agreement, Development Control and Services Guidelines published by METL and fully understood the form and contents of each of these agreements and documents before signing and submitting this application and agree to abide by them.
19. I/We undertake to complete minimum of 25% of the permissible covered area and commence production/commercial operations within a period of 4 (four) years from the date of execution of Agreement For Sale unless extended mutually by METL for a maximum of 2 (two) terms of 1 (one) year each, on payment of extension fee @Rs.250/- (Rupees Two Hundred and Fifty only) per square meter for the first extension and @Rs.500/- (Rupees Five Hundred only) per square meter for the second extension, failing which I/we shall re-convey the Plot to METL, upon first demand made by METL and at the option of METL, at 80% (eighty per cent) of the Total Price. I/We shall, without any protest, demur or cavil, pay the requisite stamp duty, registration charges and other incidental costs to be incurred on such re-conveyance.
20. In case, after execution of sale deed, I/we intend to sell, lease, convey, assign and/ or transfer the Plot to any third party, I/we shall take prior written permission of METL subject to payment of transfer fee @ 5% (five percent) of the prevailing price based on the last transaction executed by METL of similar plot or by any other party for similar plot within Licensed Industrial Colony, whichever is more and shall be payable only in the event I/we have yet not commenced production/ operations. Such permission shall be granted if all the dues have been paid and the third party transferee agrees to sign all the documents/ agreements that I/we have executed with METL and further undertakes to be bound by and adhere to all the terms and conditions provided therein.
21. If for any reason, I/ we intend to withdraw the Application for provisional allotment of the plot before the Provisional Allotment Letter is issued, then the Booking Amount paid by me/us will be refunded by METL within 90 (Ninety) days of submission of my application for such withdrawal without any interest.
22. I/we understand and confirm that the obligation of METL to handover the possession of the Plot and execution of sale deed will be suspended/postponed by the period during which force majeure conditions prevail as ascribed in the Agreement For Sale.
23. I/we agree to be bound by the decision of METL to offer the power load and water requirement as per the plot wise load norms fixed by the Government/METL and in case I/we demand higher load, I/we undertake to pay the additional costs as determined by METL.

24. I/We agree and acknowledge that this declaration shall be deemed to form part of the Application and the allotment of Plot shall be strictly subject to the terms and conditions agreed herein.

Declaration:

I/We hereby declare that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed therefrom. I/We confirm that in case any of the information given by me/us in this application is incomplete or is found incorrect or false at any stage, METL shall have right to reject this application and/or cancel the provisional allotment, if done and/or terminate the Agreement For Sale. I/We hereby further confirm and undertake to unconditionally abide by this undertaking.

Signature/ Stamp

Date: _____

Place: _____

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

1. Individual:

- a. Self- certified copy of PAN card
- b. Self- certified copy of Aadhaar Card
- c. Self- certified copy of GST Registration certificate. In case Applicant is not registered under GST, please provide declaration to this effect.
- d. In case of proprietary concern, bank certificate certifying proprietor's name.
- e. 1 (one) passport size photographs of the applicant(s).

2. Partnership Firm or Limited Liability Partnership:

- a. Self -certified copy of PAN card of the partnership firm.
- b. Self -certified copy of registered partnership deed.
- c. In case one of the partners is signing the documents, a resolution signed by all the partners authorizing the said partner to act on behalf of the firm.
- d. Self-certified copy of Aadhaar Card of all partners.
- e. Self- certified copy of GST registration certificate of firm. In case partnership firm is not registered under GST, please provide declaration to this effect.
- f. 1 (one) passport size photograph of all the partners.

3. Company or Limited Liability Company:

- a. Self-certified copy of PAN card of the company.
- b. Self-certified copy of Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director / authorized officer of the Company.
- c. Certified copy of Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by Company Secretary / any other Director of the Company.
- d. Certified copy of Aadhaar card of authorized signatory
- e. Self- certified Copy of GST Registration and declaration if registration under GST not obtained.
- f. Self- certified of Copy of certificate of incorporation

4. Hindu Undivided Family (HUF):

- a. Self -certified copy of PAN card of HUF.
- b. Authority letter from all Coparcener's of HUF authorizing the Karta to act on behalf of HUF.
- c. Self -certified copy of GST Registration certificate. In case, HUF/Karta is unregistered under GST, please provide declaration to this effect.
- d. Self -certified copy of Aadhaar card of Karta.
- e. 1 passport size photographs of the Karta.

5. NRI / Foreign National of Indian Origin:

- a. Self -certified copy of the individual's Passport
- b. In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant.
- c. In case of cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.
- d. 1 passport size photographs of the Applicant(s).

Further, Applicant shall provide such other documents and particulars as may be required by METL for the purpose of considering Applicant's application.

METL/BD/2020-21/

Dated: _____

Provisional Allotment Letter

To,

[•]

Subject: Provisional allotment of industrial plot in sector ____ of licensed industrial colony, Model Economic Township, being developed by Model Economic Township Limited

Sir/ Madam,

1. We acknowledge receipt of your application No. _____ dated _____ (“**Application**”) and thank you for the interest shown in establishing your industrial unit in sector _____ in the licensed industrial colony by the name and style of Model Economic Township (**MET**), being developed by Model Economic Township Limited (“**METL**” or “**Company**”), over 1000.76875 acres of the land parcels situated in revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Fatehpur, Yakubpur and Bamnola, Tehsil Badli, District Jhajjar, Haryana (“**Licensed Industrial Colony**”), under License No. 06 of 2012 dated 1st February, 2012, License No. 16 of 2018 dated 23rd February, 2018 and License No. 129 of 2019 dated 4th December, 2019 issued by the Director, Town and Country Planning Department, Govt. of Haryana.
2. This provisional allotment of the plot is done by METL based on your representations given in the application and the undertakings so provided therein by you.
3. You acknowledge and affirm that you have clearly understood that the Licenses provide for certain compliances and obligations on METL and agree to abide and comply with all such conditions and obligations of the Licenses that are applicable with respect to the Plot allotted to you by METL.
4. Licensed Industrial Colony is being developed in multiple phases and the first phase comprising of 560.388 acres (“**Project**”) has been duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and Haryana Real Estate (Regulation and Development) Rules, 2017 (“**Rules**”) and regulations made thereunder, as amended from time to time, with Haryana Real Estate Regulatory Authority, Panchkula vide Registration No. 135 of 2017 dated 28th August, 2017 and HRERA-PKL-JJR-6-2018 dated 27th April, 2018, read with Corrigendum Memo No.HRERA-95-2020 dated 13.03.2020.
5. You understand, acknowledge and admit that during development of all the phases/projects, to be developed over the said industrial colony, common areas, services and facilities will be common for and used by the allottees of all the phases/projects and will be connected with each other over the entire layout plan area.
6. The provisional allotment of the Plot has been made to you on the basis of the application submitted by you. You will undertake to submit the required details of the industrial unit to be established on the Plot on or before the execution of Agreement For Sale and establish your unit as per the details submitted by you and shall not deviate from the Purpose (as defined in Clause 9 below). In case of any deviation/

change, you shall intimate the change in writing to METL and implement such change after approval by METL in writing subject to the terms and conditions as prescribed by METL provided such change of purpose is permissible under the aforesaid licenses.

7. In this regard, pursuant to your Application, we are pleased to make provisional allotment of an industrial plot ("**Plot**") having following particulars:

- a. Plot No. :
Street No. :
Sector :
- b. Plot Size :
- c. Rate :
- d. Total Price :

8. The Total Price, as stated above, includes (a) conversion and development of the Said Land with zoning of the Plot;(b) construction of storm water drain at battery limits of the Plot; (c) common approach road (including street lighting) from SH-15 A to the entry gate of the Plot; and (d) construction of sewage water drainage system at the battery limit of the Plot.

9. Out of the Total Price, we have received Rs._____ (Rupees _____ only) as 'Booking Amount' for the above said provisional allotment of the Plot vide cheque/demand draft no._____ dated_____ drawn on _____ Bank, _____ for setting up the production facility for _____ ("**Purpose**"). The Payment Plan for the remaining amount of the Total Price is:

S. N.	Timelines	Payment	Payment Date
1.	10% of Total Price (Booking Amount)	10%	Received with application
2.	15% of Total Price	15%	
	Balance 75%, payable as under:		
3.	First Installment	25%	
4.	Second Installment	25%	
5.	Third Installment	25%	

10. You acknowledge and affirm that at the time of measurement, there may be slight variation in actual size of the area of the Plot, which shall not vary beyond $\pm 5\%$ (five percent) of the total area of Plot as mentioned in this letter. The actual measurement and demarcation of the Plot will be done at site before the execution of the Sale Deed/ delivery of possession. You agree that the variation, if any, in the Total Price on account of difference in area of the plot shall be adjusted in the final instalment of Total Price or set off against any other amount payable by me/us to METL.
11. This provisional allotment issued to you is, inter alia, subject to your acceptance and the fulfilment of the terms and conditions appearing hereinafter.
12. You understand that METL will be carrying out extensive development/construction activities in future in the entire industrial colony and you hereby confirm that you shall

not raise any objections or make any claims or default in any payments as demanded by METL on account of any inconvenience, which may be suffered by you due to such developmental/ construction activities or incidental/ related activities.

13. You shall abide by all the undertakings given in the Application submitted by you failing which this provisional allotment shall be cancelled.
14. You shall make the payment of the next installment mentioned above on or before the due date and execute and register the Agreement for Sale (copy of the draft attached), unless otherwise extended by METL in writing for a period not exceeding 30 (thirty) days, and upon payment of interest @ SBI Marginal Cost of Lending Rate (MCLR) + 2% (two per cent) ("**Interest**") per annum for delayed payment. In case SBI MCLR is not in use, it shall be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public. The interest will be compounded on quarterly basis. METL shall not be required to send any demand notice or reminders to you for payment of due instalment(s) as set out in this provisional allotment letter and you shall make timely payments of the same. You also undertake to make the payment of the balance amount as per the Payment Plan mentioned in this provisional allotment letter. In the event of failure to pay the installment in time, the allotment shall be cancelled and the balance amount after forfeiture of Booking Amount in favour of METL will be refunded by METL within 90 (ninety) days of such cancellation without any interest.
15. You understand that METL will not allow any third party making payments or remittances to METL on your behalf and if any third party makes direct payment to the bank account of METL, it shall not have any right or claim in this provisional allotment of the Plot.
16. You understand that if you apply for a loan to any bank/financial institution, your liability to pay the instalments and other amounts and charges due and payable to METL is not dependent upon such loan and the same shall continue unabated, irrespective of status of your application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/ financial institution.
17. You agree and confirm that METL will endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot, before the commencement of construction by you and other infrastructure facilities as mentioned above before commencement of production/ operations of the allottee on the Plot.
18. You authorize METL to adjust/ appropriate all payments made by you under any head(s) of dues against any outstanding from you, including but not limited to, outstanding interest amount, as per terms of this letter/Agreement For Sale, against the Plot, if any, in your name and you undertake not to object/ demand/ direct METL to adjust your payments in any manner other than as decided by METL.
19. The execution and registration of the Agreement For Sale will make this provisional allotment binding and shall constitute the final allotment of the Plot in your favour. You further undertake that you shall execute the instrument for transfer of rights, title and interest in the Plot from METL to you in the form, substance and manner as prescribed by METL, before taking over the possession of the Plot within such period as stipulated in the Agreement For Sale and the same shall be registered within the time prescribed in the form, substance and manner as prescribed by METL. The cost of stamp duty and registration charges, as applicable, for all of the instruments executed or signed

by you, including but not limited to the stamp duty and registration of the Agreement for Sale and the Sale Deed shall be borne entirely by you.

20. You shall abide by all the terms and conditions of the Agreement For Sale and upon fulfilment of the conditions of the Agreement for Sale will undertake to execute the Sale Deed along with Common Area Maintenance services agreement, Water Supply and Services Agreement and all other documents after making the payment of balance installments on or before the respective due dates mentioned above. In the event, you either do not make full payment and/or execute the sale deed and other agreements/ documents as mentioned above with METL in the time stipulated in the Agreement for Sale, METL will cancel the allotment and forfeit the Booking Amount.
21. You shall abide by all the terms and conditions and obligations mentioned in the licenses, permissions, approvals and the registration certificate issued to METL by Haryana Real Estate (Regulation and Development) Authority at Panchkula under Real Estate (Regulation and Development) Act 2016, Haryana Real Estate (Regulation and Development) Rules 2017, and the regulations made thereunder and as amended from time to time, as applicable to the Allottee of an industrial plot in the Licensed Industrial Colony.
22. This provisional allotment letter is not binding on METL till Agreement For Sale is executed by you. This provisional allotment letter does not confer upon you any right to take possession of the above mentioned Plot nor does it authorise you to earmark or demarcate or start any work on the Plot. The physical possession of the Plot will be handed over to you only after receipt of the Total Price of the Plot as per Clause 7 & 9 above, including interest, Government Charges, change/modification in taxes/charges/ fee/ levies and other dues, as applicable, and upon execution and registration of the Sale Deed after having paid the Total Price within such period as mentioned in the Agreement for Sale. You agree to take possession of the Plot within a period of 30 (thirty) days from the date of offer of possession by METL. You further agree that if you fail to take possession of the Plot within the stipulated timelines, then you shall be liable to pay applicable maintenance charges for the upkeep and maintenance of the common areas and essential services therein from the date of conditional offer of possession or commencement of common area maintenance services, whichever is later.
23. You understand that the construction on the Plot will have to be carried out as per plans approved by Government authorities and you shall complete the construction of at least 25% (twenty five percent) of permissible covered area and commence production/commercial operations on the Plot within a period of 4 (four) years from the date of execution of Agreement For Sale unless extended mutually by the parties for a maximum of 2 (two) terms of 1 (one) year each on payment of extension fees of Rs.250/- (Rupees Two Hundred Fifty Only) per square meter for first year of extension and Rs.500/- (Rupees Five Hundred Only) per square meter for the second year of extension, failing which you shall re-convey the Plot to METL, upon first demand made by METL and at the option of METL, on payment of 80% (eighty per cent) of the Total Price after deducting delayed payment interest amount by the METL, without any interest.
24. In case after execution of Sale Deed, if you intend to sell, lease, convey, assign and/or transfer the Plot to third party, you shall take prior written permission of METL subject to payment of transfer fee @ 5% (five percent) of the prevailing price based on the last transaction executed by METL of similar plot or by any other party for similar plot within the Project, whichever is higher, and shall be payable only in the event you have not

commenced production/ operations. Such permission will be granted if you have paid all the dues and the third party transferee agrees to sign all the documents/agreements which you have executed with METL and further undertakes to be bound by and adhere to all the terms and conditions provided therein.

25. You shall, at all times, abide by (i) all applicable laws and regulations; and (ii) the terms and conditions of all the approvals and licenses obtained by METL, from time to time, including but not limited to the layout plans, zoning plans, environment clearances, etc. and you shall submit all compliance reports to METL in time.
26. Post development of the entire Licensed Industrial Colony, METL may form single association/ separate association/ apex body in its Licensed Industrial Colony. You undertake to become member of such association formed for the colony and together with all other members of the association undertake to allow right of way on the common area/road to enable METL to access its other land parcels adjacent to the project for development.
27. You understand and agree that the boundary wall and gate within the Plot, shall have to be constructed as per the design provided by METL.
28. You understand the Project and other projects/phases to be developed in future is a planned integrated industrial colony and therefore, you undertake to use the Plot only for the Purpose as mentioned in your Application and this provisional allotment letter.
29. You confirm that you have seen and understood the site and scheme of development, approved layout plans/ environment clearance approvals/ other licenses, approvals and documents. You further confirm that you shall not have any objection if METL makes suitable and necessary alterations in the layout plan of the Project, if necessary for better planning of the layout of the Project or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to the Project, change in the planned road network, common areas, change in the identification number of the Plot, and subject to mutual consent, change in the access, change in location of Plot, dimensions or area of the Plot, etc. You also agree and confirm that notwithstanding anything contained hereinabove or in any other clause in this provisional allotment letter, the changes / modifications/ amendments as may be required by the Competent Authority in the layout plan for the Project in future, shall automatically supersede the present approved layout plan for the Project and the same shall automatically, without any need for further action or notice by METL, become binding on you.
30. You understand and agree that the present provisional allotment letter and Agreement For Sale is/ are non-transferrable/ non-assignable. Any transfer by you shall be treated as null and void and any such transfer shall not be binding on METL. You understand and confirm that METL shall charge an administrative/transfer fee, as may be decided by METL from time to time, for any request for transfer, after execution of the sale deed, and the same shall be effected in a manner and as per procedure as may be formulated by METL. You and the transferee shall be required to submit such necessary documents in the formats as may be required by METL for such transfers/assignment and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment.
31. You shall be responsible to obtain the requisite building plan approvals, environmental approvals (including the consent to establish and consent to operate as may be required, from HSPCB) and shall abide by the terms and conditions thereof.

32. You agree and undertake that you shall enter into an agreement for the maintenance of common areas with METL or its nominee or the maintenance agency, as may be appointed by METL from time to time, for the maintenance and upkeep of the MET and you further undertake to pay charges for such maintenance at the rates fixed by METL from time to time, until these maintenance services are handed over to the association of allottees or the competent Government authority or any other body so appointed/ authorized by the Government. You undertake to pay these charges to METL from the date of commencement of these services or date of offer of possession of Plot, whichever is later, and till such time the maintenance services are handed over to the association of allottees or the competent Government authority or any other body so appointed by METL or authorized by the Government.
33. You hereby give your irrevocable consent to become member of a body of the association of plot owners to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. You further understand that a sum equivalent for three quarters of common area maintenance services charges is payable/to be deposited on account of interest free maintenance security deposit ("**IFMSD**") before the execution of Sale Deed and after the offer of possession is made by METL. You have been informed and you understand that the IFMSD amount payable by you shall be entrusted/transferred by METL to the account of the association of allottees at the time of handing over of the common areas and facilities to the association or the competent authority, as the case may be.
34. You understand and acknowledge that METL will also be providing certain infrastructure services such as supply of water, waste water treatment, supply of recycled water, solid waste management, telecommunication and data services etc. on user based charges or pay and use principle. You agree and undertake that you shall execute specific services related agreements before availment of those services and pay specific service charges in respect of such services.
35. You agree to be bound by the decision of METL to offer the power load and water requirement as per the plot wise load norms fixed by the Government and in case you require or demand higher load/supply, you undertake to pay in advance, the additional costs (including any deposits) as determined by METL.
36. I/We understand and acknowledge that the Total Price for the Plot does not include External Development Charges ("EDC") and such other charges and/or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "Government Charges") from time to time. I/We accordingly agree and undertake to pay to METL, as and when demanded by METL, all such Government Charges in relation to the Plot as applicable, and all increases thereto, as may be levied by the Government from time to time in the same proportion as the area of the Plot bears to the total area of MET, on which such Government Charges have been paid. As a matter of illustration, the amount payable will be computed in the manner – amount payable / (1 – x), where 'x' stands for the percentage of the land to be used for common area development as per the last approved layout plan. In the event METL pays any Government Charges for the Plot, I/we hereby agrees and undertakes to make good the aforesaid payments to METL within a period of 30 (thirty) calendar days from the date of the demand by METL failing which the I/we shall pay an interest on such amounts, at the rate percent of 15% (fifteen percentage) compounded at quarterly rests. In case METL is required to submit BG to the Government, I/we undertake to give corresponding BG to METL within 15 days of intimation received from METL. Any non-payment/non-compliance of above will give rights of unpaid seller to METL and it will have first charge on the Plot.

37. All or any disputes arising out or in relation to the terms and conditions of this letter, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act read with the HRERA Rules, as amended up to date.
38. You acknowledge that you have read the Agreement For Sale, Sale Deed, common maintenance services agreement, water supply and services agreement, Development Control and Services Guidelines published by METL and fully understood the form and contents of each of these agreements and documents before countersigning in acceptance and submitting this provisional allotment letter and you agree to abide by the same.
39. You affirm that all the information and clarifications as required by you in relation to the Plot and the Project have been provided/ made available to your satisfaction and you are fully satisfied with the same and have fully acquainted yourself of all the particulars of the MET. You hereby confirm that you are counter signing this provisional allotment letter with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Plot and the Project.
40. You understand and confirm that the obligation of METL to handover the possession of the Plot and execution of Sale Deed will be suspended/postponed by the period during which force majeure conditions prevail. For the purpose of this letter, the term 'force majeure' shall have the meaning ascribed to it in the Agreement For Sale.
41. You are requested to sign one copy of this Provisional Allotment Letter confirming your acceptance and return one signed copy of the same to METL within 7 (seven) days from date hereof.

Sincerely yours,

For Model Economic Township Limited

Authorized Signatory

For Allottee

Accepted:

Date:

Encl: Draft of Agreement for Sale

Agreement For Sale**Model Economic Township Limited****3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram – 122015 (Haryana)****(To be filled by METL)****In re Application Form No. _____****Industrial Plot No. _____, Street _____, Sector _____****Model Economic Township, Tehsil Badli, District Jhajjar, Haryana****Allottee Name: _____****Address: _____**

Mobile No. _____**Email: _____**

Recital / Clause No.	Headings
Title Clause	Parties
Definitions	Definitions (a) to (u)
Recitals	Recitals A to L
Clause 1.	Terms
Clause 2.	Payment Obligation of Allottee
Clause 3.	Compliance of Laws relating to remittances
Clause 4.	Adjustment/ Appropriation of payments
Clause 5.	Time is of Essence
Clause 6.	Construction/Development of the Project
Clause 7.	Possession of the Plot:
Clause 8.	Representation and warranties of Parties
Clause 9.	Events of Defaults and Consequences
Clause 10.	Conveyance of the Plot
Clause 11.	Maintenance of the Project
Clause 12.	Infrastructure and Environment
Clause 13.	Defect Liability
Clause 14.	Right to enter the Plot for repairs and maintenance works
Clause 15.	Usage
Clause 16.	General compliance with respect to the Plot
Clause 17.	Compliance of Laws, Notifications etc. by Parties
Clause 18.	Binding Effect
Clause 19.	Entire Agreement
Clause 20.	Right to Amend
Clause 21.	Provisions of this Agreement applicable on Allottee(s)/ Transferee(s)
Clause 22.	Waiver not a limitation to enforce
Clause 23.	Severability
Clause 24.	Method of calculation of proportionate share wherever referred to in the Agreement
Clause 25.	Further Assurances
Clause 26.	Place of Execution
Clause 27.	Notices
Clause 28.	Joint Allottees
Clause 29.	Savings
Clause 30.	Governing Law
Clause 31.	Dispute resolution and jurisdiction
Clause 32.	Relationships
Clause 33.	Confidentiality
Clause 34.	Miscellaneous
Schedule 1.	Details of the Plot
Annexure A.	Map
Annexure B.	Map

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed at Tehsil Badli, District Jhajjar (Haryana) on this _____ day of _____, 2021;

By and Between

MODEL ECONOMIC TOWNSHIP LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q, with its registered office at 3rd Floor, 77B, , IFFCO Road, Sector 18, Gurugram-122015, Haryana, represented by its authorized signatory Sh. _____ authorized by resolution passed by Board of Directors in its meeting held on _____, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns).

AND

[If the Allottee is a company]

_____ a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having CIN no. _____ and PAN: _____, with its registered office at _____, represented by its authorized signatory, _____ (Aadhaar no. _____), duly authorized by board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having registration no. _____ and PAN _____ with its principal place of business at _____ represented by its partner, _____ (Aadhaar no. _____), authorized by resolution signed by all the partners dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Two Allottees as Individuals]

1. Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son/daughter/wife of _____, aged about _____, residing at _____, and 2. Mr./Ms. _____ (PAN: _____ and Aadhaar no. _____), son / daughter/wife of _____, aged about _____, residing at _____, hereinafter jointly referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____ having Aadhaar no. _____ and PAN: -----, son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, with its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof, be mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

The Promoter and Allottee shall hereinafter be collectively 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), as amended from time to time;
- (b) “**Authority**” means Haryana Real Estate Regulatory Authority, Panchkula, constituted by the Government of Haryana under provisions of the Act and Rules;
- (c) “**Booking Amount**” shall have the meaning ascribed to such term in Clause 1.5 of this Agreement;
- (d) “**Competent Authority**” means the local authority or any authority created or established under any law for the time being in force by the Government which exercises authority over Licensed Industrial Colony, defined hereinafter, under its jurisdiction, and has powers to give permission for development of the Project defined hereinafter;
- (e) “**DTCP**” means Director, Town and Country Planning Department, Government of Haryana, Chandigarh;
- (f) “**Due Diligence**” shall have the meaning ascribed to such term in Clause 1.4 of this Agreement;
- (g) “**Government**” means the Government of India or Government of the State of Haryana, as the case may be;
- (h) “**Government Charges**” shall have the meaning ascribed to such term in Clause 1.12 of this Agreement;

- (i) **“Layout Plan”** means the layout plan for the area of 1000.76875 acres of contiguous land owned by the Promoter situated in the revenue estates of village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana, approved by the DTCP for development of the said Licensed Industrial Colony in accordance with the licenses granted by DTCP and various approvals obtained by the Promoter from various competent authorities;
- (j) **“Licenses”** shall have the meaning ascribed to such term in Recital B of this Agreement;
- (k) **“Licensed Industrial Colony”** shall have the meaning ascribed to such term in Recital B of this Agreement.
- (l) **“Payment Plan”** shall have the meaning ascribed to such term in Clause 1.5 of this Agreement;
- (m) **“Plot”** shall have the meaning ascribed to such term in Recital E of this Agreement;
- (n) **“Project”** shall have the meaning ascribed to such term in Recital C of this Agreement;
- (o) **“Purpose”** shall have the meaning ascribed to such term in Recital E of this Agreement;
- (p) **“Remaining Price”** shall have the same meaning ascribed to such term in Clause 1.5(B) of this Agreement;
- (q) **“Rules”** means the Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations framed thereunder, as amended from time to time;
- (r) **“Said Land”** shall have the meaning ascribed to such term in Recital B of this Agreement;
- (s) **“Section”** means a section of the Act;
- (t) **“Total Price”** shall have the meaning ascribed to such term in Clause 1.2 of this Agreement; and
- (u) **“Transferee”** shall have the meaning ascribed to such term in Clause 8.2(n) of this Agreement.

WHEREAS:

- A. The Promoter is, *inter alia*, engaged in the development of an integrated industrial colony by the name and style of Model Economic Township (**“MET”**).
- B. The Promoter is the absolute and lawful owner of land parcels admeasuring 1000.76875 acres situated at villages Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana (**“Said Land”**), which has been purchased by the Promoter by various sale/exchange deeds. For the purpose of development of industrial colony, DTCP has granted licenses to the Promoter under the Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder, bearing license number 06 of 2012, dated 1st February, 2012, license number 16 of 2018 dated 23rd February, 2018 and license number 129 of 2019 dated 04th December, 2019 (**“Licenses”**). In terms of the Licenses, the

Promoter has the right to establish an industrial colony on the said Land (“**Licensed Industrial Colony**”).

- C. The Promoter is developing the Licensed Industrial Colony in phases and first phase of development of the Said Land comprises of an area of land admeasuring 560.388 acres (hereinafter referred to as the “**Project**”) and for the purpose the Promoter has registered the Project under the provisions of the Act with the Authority at Panchkula *vide* registration No. 135 of 2017 dated 28th August, 2017 and registration No. HRERA-PKL-JJR-6-2018 dated 27th April, 2018 read with Corrigendum Memo No.HRERA-95-2020 dated 13th March, 2020. The Promoter has also obtained approval of the layout/zoning plan from DTCP for the Project.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed, have been complied with.
- E. The Allottee(s) has applied for a plot *vide* Application No. _____ dated _____ and has been provisionally allotted industrial Plot No. _____, Street No. _____, Sector _____ in the Project of Promoter, which is delineated in the map annexed herewith as **Annexure - A** and **Annexure - B** hereto, and more specifically described in the **Schedule I** attached hereto (hereinafter referred to as “**Plot**”) and is desirous of setting up an Industrial unit for _____ (herein after referred to as the “**Purpose**”).
- F. The Allottee acknowledge and agree that during development of all phases/projects, being developed in the Licensed Industrial Colony, all lines of various services, facilities etc. and common areas will be connected with each other over the entire layout plan area and used by all allottees of all phases in common. The Allottee further acknowledge and agree that Promoter will be carrying out extensive development works/ construction activities in subsequent phases over the Said Land in future, without affecting the Plot of the Allottee, and the Allottee hereby confirm that it shall not raise any objection(s) or make any claim(s) or default in any payments as demanded by Promoter on account of any inconvenience, which may be suffered by the Allottee due to such developmental/ construction activities or incidental/ related activities.
- G. The Parties hereby confirm that they are signing this Agreement with full knowledge and understanding of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana and those related to the Project, and have fully understood their respective rights and obligations.
- H. The Allottee acknowledges that it has read and understood the contents of sale deed, common area maintenance services agreement, water supply and services agreement and development control and services guidelines framed by Promoter and agree to abide by the same.
- I. The Allottee acknowledges that the Allottee has physically inspected the site of the said Plot and the Project and have understood and satisfied itself in all respects about the location, size, price, infrastructure status, local conditions and environment with regard to its suitability for the Purpose, availability of finance and interest rates, market conditions and the Allottee has not relied upon any advertisements, representations, promises or any other information, verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by agents/ brokers or otherwise including but not limited to any visual or oral representations relating to the

description, location or physical condition of the said Project / said Plot, under any influence or coercion of any nature, unless authorized in writing by the Promoter.

- J. The Allottee acknowledges that the Promoter has agreed to enter into this Agreement on the assurance by Allottee as it being actual end user and not for any speculation or resale purposes.
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereunder.
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Recital E above.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter the Plot as specified in Recital E herein above and Clause 1.2 herein below.
- 1.2 The consideration for sale of the Plot is Rs. _____/- (Rupees _____ Only) ("**Total Price**") as per the breakup and description provided hereinbelow:

Particulars	Plot Area (sq. m.)	Rate (Rs./sq.m.)	Price (Rs.)
Plot No. ____, Street ____, Sector ____			

The Parties further agree that the Total Price shall not be increased in future, on account of any payments which may be required to be made by the Promoter to any of the erstwhile owners of the land parcels comprising the Plot, other than as provided under this Agreement.

The Total Price which is payable by the Allottee, is escalation free, save and except the variation, as provided in Clause 1.3 and Clause 1.12, which the Allottee hereby agrees to pay, due to change in area of the Plot or on account of increase in taxes, fees, charges, levies, infrastructure development charges, etc., or Government Charges (as defined in Clause 1.12) that are payable to the Competent Authority and/ or any other increase in charges which may be levied or imposed by the Competent Authority from time to time and/ or due to increase on account of development charges payable to the Competent Authority. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in taxes, fees, charges, levies, Government Charges, etc., imposed by the Competent Authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall be payable on demand and applicable on subsequent payments.

- 1.3 The Parties are aware that at the time of measurement, there may be variation in actual size of the area of the Plot, which shall not vary more than $\pm 5\%$ (five percent) of the total area of Plot as mentioned in this Agreement unless mutually agreed by the Parties. The actual measurement and demarcation of the Plot will be done at site before the execution of the Sale Deed/ delivery of possession. The Parties agree that the variation, if any, in the Total Price on account of difference in area of the Plot shall be adjusted in the final installment of Total Price or set off against any other amount payable by the Allottee(s) to the Promoter.
- 1.4 The Allottee(s), within 30 (thirty) days from the execution of this Agreement and prior to the execution of the Sale Deed, if required by the Allottee(s), will carry out and complete title due diligence of the Plot to confirm that the Promoter is the owner of the Plot and no third party has any rights over the Plot or the title thereto ("**Due Diligence**"). The Promoter will co-operate with the Allottee(s) in such exercise by providing requisite information and documents as may be available with the Promoter to undertake such Due Diligence. Upon expiry of the period of 30 (thirty) days from the date of this Agreement, in case the Promoter does not receive any further request for information from the Allottee or request for resolution of any issues arising out of the Due Diligence process, then the Due Diligence will be deemed to have been completed by the Allottee to his satisfaction.
- 1.5 The Parties agree that the Total Price for the Plot shall be payable by the Allottee to the Promoter in the manner provided below ("**Payment Plan**"):

A. Initial Amount

This Agreement will become effective only upon realization of Rs. _____/- (Rupees _____ Only) being an amount equivalent to approximately 25% (twenty five percent) of the Total Price to the Promoter, subject to deduction of tax at source at applicable rates under Section 194I-A of the Income Tax Act, 1961, in the following manner:

- (a) An amount equivalent to approximately 10% (ten percent) of the Total Price for the Plot ("**Booking Amount**"), amounting to Rs. _____/- (Rupees _____ Only) has been paid by the Allottee, vide Cheque No. _____ dated _____ drawn on _____ Bank at the time of submission of application for provisional allotment. The Promoter hereby acknowledges the receipt of the Booking Amount; and
- (b) An amount equivalent to approximately 15% (fifteen percent) of the Total Price for the Plot amounting to Rs. _____/- (Rupees - _____ Only) subject to deduction of tax at source at applicable rates under Section 194-IA of the Income Tax Act, 1961, which shall be payable on or before _____.

B. Remaining Price

The balance amount of the Total Price being an amount of Rs. _____/- (Rupees _____ Only) equivalent to 75% (seventy five percent) of the Total Price (subject to adjustments, if any, as provided in Clause 1.3 and Clause 1.12 of this Agreement) ("**Remaining Price**"), subject to deduction of tax at source at applicable rates under Section 194-IA of the Income Tax Act, 1961, shall be payable by the Allottee to the Promoter in the manner provided below:

- (a) An amount equivalent to approximately 25% (twenty five percent) of the Total Price, equivalent to Rs. _____/- (Rupees _____ Only) shall be payable by the Allottee to the Promoter on or before _____;
- (b) An amount equivalent to approximately 25% (twenty five percent) of the Total Price, equivalent to Rs. _____/- (Rupees _____ Only) shall be payable by the Allottee to the Promoter on or before _____; and
- (c) An amount equivalent to approximately 25% (twenty five percent) of the Total Price, equivalent to Rs. _____/- (Rupees _____ Only), which may be subject to revision on account of any adjustment made as provided in Clause 1.3 and Clause 1.12 of this Agreement, shall be payable by the Allottee to the Promoter on or before _____ and Sale Deed shall be executed within 30 (thirty) days thereafter.
- 1.6 It is understood by the Allottee that the payment of installments is time linked and is not proportionate to or subject to, in any manner related to the completion of the different stages of infrastructure development.
- 1.7 The Parties further agree and affirm that the Allottee is under an obligation to make the payment of the entire amount of the Remaining Price to the Promoter on or before the respective dates, as set out hereinabove. The Allottee shall pay all instalments towards the Remaining Price, within the time period as contemplated in Clause 1.5 of this Agreement. If the same is not paid within the time allowed for payment thereof, such unpaid sum shall carry interest calculated at the rate prescribed in the Rules, which is presently State Bank of India Marginal Cost of Lending Rate (MCLR) plus 2% (two percent), compounded at quarterly rests till the date of realization thereof. In case SBI MCLR is not in use, it shall be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public. The Allottee waives any requirement for a specific notice to be issued by the Promoter for levy of interest as it has agreed to comply with the timelines set forth in Clause 1.5 above and pay the interest for delayed payment irrespective of demand of such interest received from the Promoter. If two consecutive instalments (along with the applicable interest, if any) are not paid and such default continues beyond 90 (ninety) days, the same shall constitute an event of default by the Allottee and the Promoter shall have the right to terminate this Agreement in accordance with the terms agreed under this Agreement and the consequences as mutually agreed between the Parties under this Agreement shall be applicable. Provided that in the event the Promoter intends to terminate this Agreement, it shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- 1.8 It is expressly agreed and understood between the Parties that the Total Price includes the cost of the following:
- (a) conversion and development of the Said Land with zoning of the Plot;
 - (b) construction of storm water drain at battery limits of the Plot;
 - (c) common approach road (including street lighting) from SH-15 A to the entry gate of the Plot;
 - (d) construction of sewage water drainage system at the battery limit of the Plot;
- and

- 1.9 The Promoter has approval of the Government for drawl of surface water as well as to extract the ground water. The Promoter is developing the complete infrastructure to draw the water, transport to its Licensed Industrial Colony, distribution network to supply the water as well as to collect waste water, treat and supply the treated waste water to the Allottee. Allottee undertakes to pay the user charges for such supply of fresh water, treatment of waste water and supply of treated waste water at the rates decided by the Promoter.
- 1.10 The Promoter has approval of the Government for development of electrical infrastructure for sourcing and distribution of energy to the Allottee in its Licensed Industrial Colony. The Promoter is developing the complete electrical infrastructure to draw the electricity, transmit to its Licensed Industrial Colony, electrical distribution network to supply the electricity to the Allottee. Promoter is also planning to obtain second distribution license under the Electricity Act, 2003 to distribute the electricity to the Allottee at the tariff approved by HERC. Till such time, the Promoter or its nominated agency distributes the electricity to the Allottee, the Allottee will obtain the connection from UHBVN and pay the requisite charges for consumption of electricity and pay the energy charges as per the bills raised by UHBVN from time to time.
- 1.11 The Promoter shall endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot before the commencement of construction by the Allottee and other infrastructure facilities as mentioned above before commencement of production/ operations of the Allottee on the Plot.
- 1.12 **Payment of Government Charges**
- 1.12.1 Notwithstanding anything contained above, the Parties further agree and acknowledge that the Total Price does not include External Development Charges (“**EDC**”) and such other charges and /or increase thereof, as may be levied by the Government (collectively hereinafter referred to as “**Government Charges**”) from time to time. The Allottee accordingly agrees and undertakes to pay to the Promoter as demanded by Promoter all such Government Charges in relation to the Plot as applicable, and all increases thereto, as may be levied by the Government from time to time. Further, the Allottee shall be liable for the payment of any other such Government charges, fees, cess, levies, taxes, payments for the Plot, which are to be normally paid/payable by a buyer or recoverable from a buyer as per the applicable laws or as per the prevailing market practice at any time. It is made abundantly clear that all Government Charges are solely to the account of the Allottee and the Promoter shall have no liability in this regard.
- 1.12.2 It is also made clear to the Allottee that such Government Charges may be levied by Government of Haryana from prospective or retrospective effect from date of license and in the event the Promoter shall demand from the Allottee to pay such charges in proportion of the area of the Plot bears to total area of the licensed colony as explained in Clause 8.2 (i) hereinafter mentioned.
- 1.12.3 Further, it is made known to the Allottee that Government of Haryana may also levy other charges at any stage including on the completion of the licensed colony or thereafter, the demand of which will be raised by the Promoter and the Allottee undertakes to pay the same. In the event the Promoter pays any Government Charges for the Plot, the Allottee will make good such payments to the Promoter within a period of 30 (thirty) calendar days failing which the Promoter will be entitled to an interest on such amounts, calculated at 15% (fifteen percent) per annum, compounded on quarterly rest.

- 1.12.4 In the event the Promoter has to provide any bank guarantee to a Government Authority in respect of Government Charges mentioned in this Clause in relation to the Plot, the Allottee, shall furnish such bank guarantee within a period of 15 (fifteen) days from the date of notice from the Promoter. In the event such bank guarantee is furnished by the Promoter to the Government Authority for the Plot, the Allottee shall provide a bank guarantee for an equivalent amount in favour of the Promoter, within a period of 15 (fifteen) days from the date of notice from the Promoter. Upon being given a notice to comply with the terms within a stipulated time, if the Allottee fails to comply with the provisions of this Clause 1.12 within the stipulated time, then any interest, default interest, fines or penalties that are charged/demanded from the Promoter by such Competent Authority or cost of any legal proceedings which may be taken by such authority against the Promoter shall be to the account of and payable by the Allottee to the Promoter.
- 1.12.5 This undertaking by the Allottee shall always survive the conveyance of the Plot in favour of Allottee. The Allottee recognizes that such demand when made will constitute unpaid Price and agrees that even if such demand is made by the Promoter after sale deed is executed in favour of Allottee, the Promoter shall have lien on the Plot to the extent of such unpaid Price and the Allottee undertakes not to object to the Promoter resuming the Plot or taking any legal action to recover such unpaid Price from Allottee.
- 1.13 In the event the Allottee fails to fulfil any of its obligations in terms of Clause 1.12 of this Agreement then, the Promoter shall have the following rights:
- (a) the Promoter shall have first charge over the Plot and any superstructure thereon, to be recoverable either by enforcing the charge or from out of the sale proceeds of the Plot as the case may be;
 - (b) the right to suspend the infrastructure services for the Plot, at the cost and consequences of the Allottee; and
 - (c) any other legal recourse /remedy available to the Promoter.
- 1.14 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout/ zoning plans in respect of the Plot as the case may be, without the previous written consent of the Allottee as per the provisions of the Act or as per approvals/ instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines/ regulations of the competent authorities. However, the Allottee hereby confirms that it shall have no objection if the Promoter makes suitable and necessary alterations in the layout plan of the Project, if necessary for better planning of the layout of the Project or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to the Project, change in the planned road network, common areas, change in the identification number of the Plot, and subject to mutual consent, change in the access, change in location of Plot, dimensions or area of the Plot, etc. Subject to the above, the Allottee agrees to inform the Promoter or the Competent Authority in writing, his/ her consent or objections to the changes within 30 (thirty) days from the date of intimation of such changes in the layout plan provided by the Promoter to the Allottee failing which the Allottee shall be deemed to have given his full consent to such alterations/ modifications. The Project is planned to be developed by the Promoter in accordance with the layout plan sanctioned by the Competent Authority, which may be changed from time to time by the Competent Authority. Notwithstanding anything contained hereinabove or in any other Clause in this Agreement, the changes / modifications/ amendments as may be required by the Competent Authority in the layout plan for the Project in future, shall automatically

supersede the present approved layout plan for MET and become binding on the Allottee.

2. PAYMENT OBLIGATION OF ALLOTTEE:

Subject to the terms of this Agreement and the Promoter abiding by the Project completion timelines, as submitted with the Authority at the time of registration of the Project with the Authority or any extension thereof granted by the Authority, the Allottee shall make all payments to the Promoter, within the stipulated time and in the manner as mentioned in the Payment Plan as prescribed in Clause 1.5 above through account payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'Model Economic Township Limited' payable at Gurugram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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 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 acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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, 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as required under the applicable laws.
- 3.3 The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts for all such payments in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against any outstanding of the Allottee, including but not limited to outstanding interest amount, as per terms of this Agreement, against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in the manner decided by Promoter.

5. TIME IS OF ESSENCE:

Subject to the Allottee complying with its obligations towards timely payment as per schedule and other conditions in this Agreement, the Promoter shall abide by the time schedule for completing the Project as disclosed to the Authority at the time of registration of the Project with the Authority or any extension granted by the Authority towards handing over the Plot to the Allottee and the common areas to the association of allottees or the Competent Authority, as the case may be.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee has seen the Licenses/ layout/ zoning plan and proposed, facilities, etc., mentioned in this Agreement regarding the Project where the said Plot is located and has accepted the layout/ zoning plan, and proposed facilities, etc., for the Plot, which has been approved by the Competent Authority, as represented by the Promoter.
- 6.2 The Allottee shall develop the Plot in accordance with the Licenses and the bye-laws such as FAR, density norms, provisions prescribed, approved building plans, terms and condition of the license/ allotment as well as registration with the Authority, etc. Subject to the terms in this Agreement, the Allottee undertakes to strictly abide by such plans approved by the Competent Authority and shall also strictly abide by the provisions and norms prescribed by the Government of Haryana and shall not make any variation/ alteration/ modification in such plans, other than in the manner provided under Clause 1.14 of this Agreement, the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authorities and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT:

- 7.1 **Schedule for possession of the said Plot** – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee is the essence of the Agreement, subject to the Allottee complying with its obligations of making timely payments as agreed under Clause 1.5 of this Agreement.

The Promoter assures to hand over physical possession of the Plot as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/orders/ guidelines, decisions, any unforeseeable act or event which is beyond the reasonable control and, or not because of any fault of the Promoter, that prevents the Promoter from performing its obligations, affecting the regular development of the Project. If the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot equivalent to the time during which development works remains affected during the period force majeure conditions remain with any further period which the contractors will require in resuming their normal working pace after extinction of force majeure conditions. Without prejudice to the foregoing, for the purpose of this Agreement, ‘*force majeure*’ circumstances shall include, without limitation, the following:

- (a) fires, explosions, earthquakes, inclement weather, cyclone, typhoons, droughts, famines, cyclones, hurricanes, storms, tempests, floods or any natural disasters or other acts of god;
- (b) wars, acts of public enemy, other hostilities (whether war to be declared or not), acts of terrorism, sabotage, revolutions, rebellions, invasions, riots, military or usurped power and civil war civil commotions or civil unrests mobilization, requisition or embargo;

- (c) boycotts, sanctions, or embargoes;
- (d) contamination by toxic or dangerous chemicals or radioactive contamination;
- (e) change in any applicable laws or policies;
- (f) delay due to any act, rule, order, notice, bye law, directions, etc., by a government agency, local authority or statutory authority or undertaking, including any such delay, which affects the carrying out work or granting the consents and approvals in pursuance of its statutory obligations and, or which prevents or restricts the availability or use of labour, and, or the sale, procurement, use or movement of goods, materials, fuel or energy for a period 7 (seven) days or beyond; and
- (g) pestilence, diseases or other epidemic.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to above mentioned "*force majeure*" conditions, then this Agreement shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee on account of Total Price, within 90 (ninety) days of such termination, without any interest. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be fully released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for offering possession of Plot** – The Promoter, upon obtaining the approved layout/ demarcation/ zoning plan/ provision of services, as the case may be, in respect of the Plot, will offer in writing the possession of the Plot to the Allottee and call upon the Allottee to get the joint demarcation of the Plot at site. Thereafter, upon receipt of the Total Price of the Plot following the final demarcation held at site, the Promoter will hand over physical possession of the Plot to the Allottee, along with all the necessary documents pertaining to the title of the Plot and the plans (layout / zoning), as per terms of this Agreement and simultaneously execute the sale deed for the Plot.
- 7.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Promoter as contemplated hereinabove, the Allottee shall take possession of the Plot after having demarcation of Plot at site and executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee as per terms and conditions of the Agreement. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ association of allottees/ Competent Authority, as the case may be.
- 7.4 In case the Allottee fails to comply with the essential documentation, undertaking, etc., or fails to take possession of the Plot within the time provided in the offer of possession issued by the Promoter, the Allottee shall be liable to pay applicable maintenance charges for the upkeep and maintenance of the common areas and essential services therein from the date of conditional offer of possession or commencement of common area maintenance services, whichever is later.
- 7.5 **Possession by the Allottee** – Consequent to receipt of the Total Price and subject to Clause 7.2 above, it shall be the responsibility of the Promoter to hand over physical possession of the Plot to the Allottee and common area to Association of Allottees or the Competent Authority, as the case may be, along with all the necessary documents pertaining to the title of the Plot and the plans (layout / zoning) to the Allottee.

7.6 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in Project as provided in the Act and the Rules made thereunder. Provided that where the Allottee proposes to cancel/ withdraw from Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid by the Allottee for the allotment and interest at the rate prescribed in the Rules on delayed payment (payable by the Allottee for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the promoter, as per the Rules, which is presently at State Bank of India marginal cost of lending rate plus 2% (two percent) per annum compounded at quarterly rests. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation without any interest.

7.7 Compensation

7.7.1 Title Defect

The Promoter shall compensate the Allottee, in case of any direct loss suffered by the Allottee, after taking physical possession of the Plot, due to defective title of the land, which is substantive in nature and non-curable and is comprised in such area of the Plot that is being developed or has been developed. However, such compensation shall be proportionate to the area of land of the Plot for which the title is found to be defective and shall not, under any circumstances, exceed the Total Price received by the Promoter under this Agreement. Provided further that such compensation shall be payable by the Promoter only where the Allottee makes a claim for such defect in title of land within 5 (five) years of execution of this Agreement and Promoter accepts the claim of the Allottee.

7.7.2 Delay

Except for occurrence of a “*force majeure*”, Court orders, Government policy/order/ guidelines, decisions, if the Promoter is unable to give possession of the Plot:

- (a) in accordance with the terms of this Agreement, by the date specified above or such extended date; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason;

the Promoter shall be liable, on demand of the Allottee in case the Allottee wishes to withdraw from MET, to return all the amount received on account of Total Price by him from the Allottee in respect of the Plot within 90 days of date of receiving such notice along with interest at the rate prescribed in the Rules which is presently at State Bank of India marginal cost of lending rate plus 2% (two percent) per annum compounded at quarterly rests from the respective date of receipts thereof.

Provided that if the Allottee does not intend to withdraw from MET, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules which is presently State Bank of India marginal cost of lending rate plus 2% (two percent) per annum compounded at quarterly rests for every month of delay, till the offer of the possession of the Plot made by the Promoter to the Allottee, which shall be paid within 90 days and/or adjusted in the final installment of Total Price or any other amount payable by the Allottee to the Promoter, by the Promoter to the Allottee at the time of execution of Sale Deed.

8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

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

- (a) The Promoter is validly constituted and organized in accordance with law in India and the person(s) negotiating and finalizing this Agreement are duly authorized person(s) in accordance with delegation and authority;
- (b) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (c) The Promoter has lawful rights and requisite approvals from Competent Authority to carry out development of the Project;
- (d) As on the date of execution of this Agreement, there are no encumbrances upon the Plot. However, the Promoter will have a right to create encumbrance on the Plot provided that the same would be removed before execution of the Sale Deed;
- (e) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to Project or other phases, as the case may be, as well as for the industrial Plot being sold to the Allottee are valid and subsisting and have been obtained by following due process of law;
- (f) Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s), as the case may be;
- (g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot for Industrial/ any other usage which will, in any manner, affect the rights of Allottee under this Agreement;
- (i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (j) At the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee;
- (k) The Plot 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 Plot;
- (l) 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) has been received by or served upon the Promoter in respect of the Project; and
- (m) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Plot to the Competent Authorities till the

offer of possession is made by the Promoter and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and rules thereunder, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions, save and except the Government Charges as contemplated in Clause 1.12 of this Agreement above.

8.2 The Allottee hereby represents, warrants and undertakes to the Promoter that:

- (a) The Allottee is validly constituted and organized in accordance with law in India and has due permission and authority to carry on its business;
- (b) The Allottee confirms that the Allottee has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to the area, including but not limited to the licenses obtained by the Promoter for the Licensed Industrial Colony as well as registration taken under the Act for the Project, environment clearance received for MET and related compliances from HSPCB/ SEAC/ SEIAA/ MOEF/ relevant Government Authorities (as revised from time to time) and the Allottee acknowledges that it has familiarized itself with all the aforesaid and other applicable agreements, approvals, arrangements, undertakings, conditions on inspection of the documents with the Promoter and will submit the requisite periodic (currently six monthly) compliance report of the Environmental Clearance conditions along with the Environmental monitoring reports through approved laboratory, as per the format of MOEF provided by the Promoter;
- (c) The Allottee confirms that it has read and understood the contents of sale deed, common area maintenance services agreement, water supply and services agreement and development control and services guidelines framed by Promoter and entered into this Agreement after having understood all these agreements and agree to abide by the terms of all the agreements.
- (d) The person(s) negotiating and executing this Agreement on behalf of the Allottee and finalizing the sale transaction in terms of this Agreement are duly authorized by the Allottee;
- (e) The Allottee has the requisite financial capability to consummate the transactions contemplated herein and has the financial capacity to pay the Total Price to the Promoter for purchasing the Plot;
- (f) The Allottee represents and undertakes to do compliance with all applicable laws (including obtaining the required approvals and pay the respective charges for the same) while carrying out its operations on the Plot and abide by all norms and conditions of licenses, zoning plan, notifications, rules, bye-laws and/or any other approval. The Allottee shall construct its facility on the Plot and maintain the open areas, green areas, ground coverage, Floor Area Ratio (FAR), Floor Space Index (FSI), in accordance with the applicable laws, after obtaining all necessary approvals for establishing an industrial unit including site and building plan, and environment approvals and pay the respective charges for the same and will comply with all the conditions as envisaged in the Licenses for Industrial Colony granted by DTCP;
- (g) Subject to the Promoter formulating the development control and services guidelines for MET, the Allottee shall be bound to comply with such guidelines;
- (h) The Allottee undertakes to bear and pay all taxes and duties, and/or such other

levies for consummating the transaction contemplated under this Agreement;

- (i) The Allottee undertakes to pay to the Promoter applicable Government Charges in the same proportion as the area of the Plot bears to the total area of MET, on which such Government Charges have been paid, as calculated by the Promoter on gross area basis. The amount payable by the Allottee will thus be - amount payable / (1 – x), where 'x' stands for the percentage of the land to be used for common area development as per the last approved layout plan;
- (j) The Allottee undertakes in relation to the Plot that it will abide by all the applicable laws and fulfil all obligations pertaining to compliance/ monitoring reports pertaining to environment, energy conservation, ground water extraction, rainwater harvesting, use of renewable energy as stipulated in the various approvals received by the Promoter as well as the various approvals and conditions of the Licenses mentioned in this Agreement, received by Promoter in respect of the Industrial Colony;
- (k) The Allottee in relation to the Plot further undertakes the following:
 - (i) It shall take necessary measures for undertaking primary treatment of sewerage/ effluents generated by it to comply with the specifications provided by the Promoter before discharge/ disposal of effluents/ sewage and the Allottee shall also make arrangements for disposal of sewerage in the external sewerage system established by the Promoter as per the State and Central Government environmental norms. The Allottee shall pay for the treatment charges levied by the Promoter for treatment of such effluent/ sewage generated by the Allottee to meet the requirements of recycled water/ for final disposal into a public drain as per applicable laws;
 - (ii) It shall undertake solid waste management /municipal waste management/ building and construction waste management measures as may be directed by the Haryana State Pollution Control Board/ local authorities for the Plot;
 - (iii) It shall carry out installation of a Solar Photovoltaic Power Plant as per provisions contained in the notification no. 22/52/2005-5 power dated 03.09.2014 or any other directions, notifications as may be applicable and, or as amended from time to time, pursuant to the directions of the Renewable Energy Department, Haryana;
 - (iv) It shall comply with any other condition as notified by Haryana Government/ Government of India for the Licensed Industrial Colony of Promoter as deemed necessary from time to time;
 - (v) It shall not to encroach upon any revenue Rasta falling in the licensed area of the Promoter;
 - (vi) It shall make sufficient arrangement for rainwater harvesting system and re-charging of the ground water table to minimize water run-off in the Plot as per Central Ground Water Authority/ Haryana Government norms/ as applicable from time to time; and
 - (vii) Make sufficient provision of light emitting diode (LED) fittings for internal lighting as well as for campus lighting in the complex.
- (l) The Promoter is undertaking development of the Project as per the terms of the

Licenses received by it within the purview of the Haryana Development and Regulations of Urban Areas Act, 1975, and the rules thereunder and the policies of the Government of Haryana, as made applicable from time to time. The Allottee agrees to construct the minimum of 25% (twenty five percent) of the permissible covered area of the proposed industrial unit/ factory premises and it shall commence production/commercial operations on the Plot for the Purpose, as stated hereinabove, within a period of 4 (four) years from the date of execution of this Agreement. In the event, the Allottee is of the view that it would not be able to achieve such construction/ commercial operations within the aforementioned time period, it shall promptly inform the Promoter thereof, and the Promoter and the Allottee shall negotiate in good faith about the possible counter measures to be adopted and in case required, the Promoter, after satisfying itself regarding the bonafides of the Allottee (considering the prevailing circumstances as well as difficulties faced by the Allottee and also actual progress made by the Allottees in this regard), may allow maximum of 2 (two) extensions of 1 (one) year each, which shall be subject to the payment of an extension fee by the Allottee, calculated of @ Rs.250/- (Rupees Two Hundred and Fifty only) per square meter for the first extension of 1 (one) year and @ Rs.500/- (Rupees Five Hundred only) per square meter for the second extension of 1 (one) year. However, if the Allottee fails to perform its obligations with respect to such counter measures, including minimum construction and commencement of operations as mentioned above, within 30 (thirty) days of receipt of notice from the Promoter upon the expiry of the said period, the Allottee shall, upon first demand and at the option of the Promoter, re-convey the Plot to the Promoter, at 80% (eighty per cent) of the Total Price by the Promoter as per this Agreement to the Allottee. The Allottee shall, without any protest, demur or cavil, pay the requisite stamp duty, registration charges and other incidental costs to be incurred on such re-conveyance to the Promoter and shall take all further actions and steps necessary to carry out the re-conveyance of the Plot in favour of Promoter;

- (m) The Allottee acknowledges and understands that Competent Authority and, or statutory authorities, at times require information pertaining to performance and development of the industrial areas and in order to support the purpose of projecting the industrial areas in its ability to contribute to the industrial growth. Accordingly, the Allottee shall, within the time prescribed, submit an annual information report with the Promoter with regard to the performance of Allottee's unit / business on the Plot, such as the annual turnover, export turnover, employment in the unit, taxes paid, products manufactured, etc., in the prescribed format of the report as may be provided by the Promoter from time to time;
- (n) The Allottee acknowledges and agrees that the present Agreement is non transferrable/ assignable before execution of sale deed. Any transfer made by the Allottee without getting prior written permission/approval of Promoter shall be treated as null and void and such transfer shall not be binding on Promoter. The Allottee further represents and undertakes that in the event the Allottee intends to sell, lease, convey, assign and/or transfer the Plot after the execution of Sale Deed, to a third party or person ("**Transferee**") it will seek prior written permission of Promoter (which will not be unreasonably withheld) subject to payment of transfer fee @ 5% (five percent) of the prevailing price, based on the last transaction executed by the Promoter of similar plot or by any other party for similar plot within the Project, whichever is more, and payable in case the Allottee has yet not commenced production/ operations. Subject to the above, the permission will be deemed to have been provided unless the Promoter communicates its objection within a period of 30 (thirty) days from intimation to the Allottee, provided that the Allottee has, at the time of issuing such intimation to the Promoter and

before entering into any deal/ transaction, complied with the following conditions:

- (i) the Allottee has paid all its dues on account of the maintenance charges, service charges, infrastructure charges, extension fee, transfer fee, interest on delayed payment and other amounts payable to the Promoter;
 - (ii) the Transferee agrees and undertakes to be bound by all the terms and conditions, including, but not limited to, all the obligations of the Allottee as per this Agreement and the Sale Deed. Further, the Allottee shall have affirmed that the activity proposed to be carried out on the Plot by the Transferee conforms with the permissible use of the Plot and does not violate the conditions contained in the Licenses/ environment approvals and/or shall not cause any nuisance to the neighbours and other occupants of the Industrial Colony;
 - (iii) the Transferee shall execute all the requisite agreements which have been executed by the Allottee, in the same form and content as executed by the Allottee, including but not limited to the common maintenance agreement, services agreements, etc., and further agrees to pay all charges as stipulated and agreed to under this Agreement; and
- (o) The Allottee undertakes to use the Plot only for the Purpose in accordance with the terms and conditions set in this Agreement and the Sale Deed(s) in respect thereof, which shall permit the Allottee to carry on such business as may be suitable for achieving the Purpose.
- (p) The Allottee agrees and undertakes to become member of a body of the association of plot owners to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. Post development of all phases/projects over the Licensed Industrial Colony, Promoter may depending on the nature, scope and use of entire development and as may be required under applicable laws, form (i) separate association/ apex body/ apex bodies for one sector; (ii) separate association/ apex body/ apex bodies for each phase; (iii) or form a single association for all of the phases. Further, in case Promoter forms separate associations for each of the projects, Promoter may form an apex body over and above all associations. Each association shall adhere to its respective bye laws and guidelines as may be formulated by Promoter in accordance with applicable laws. Further, each association shall be independent of the other, manage and conduct the affairs relating to respective phase and the rights, entitlements and obligations of allottees with respect to the respective common areas and facilities. The Apex Body of the association of all the projects as well as separate association of each of the projects shall give right of way to use the common roads in the project (s) to the Promoter to access its other land parcels to carry out the development in future.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the "*force majeure*", Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of default, in the following events:
- (a) Promoter fails to offer possession of the Plot to the Allottee within the time period or any extension thereof and fails to complete the Project within the time (including any extensions) as per the Registration granted by the Authority under the Act; and

- (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made thereunder.

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

- (a) stop making further payments to Promoter as demanded by the Promoter till the Promoter corrects the situation and only thereafter the Allottee is required to make the next payment without any interest for the period of such delay; or
- (b) the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the money paid by the Allottee on account of Total Price, along with interest at the rate prescribed in the Rules which is presently at State Bank of India marginal cost of lending rate plus 2% (two percent) per annum compounded at quarterly rests from the respective date of receipts thereof within 90 (ninety) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement in writing, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules which is presently at State Bank of India marginal cost of lending rate plus 2% (two percent) compounded at quarterly rests for every month of delay till the offer of possession of Plot, which shall be paid and/or adjusted in the last installment of Total Price or any other amount payable by the Allottee to the Promoter.

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

- (a) the Allottee fails to fulfill any of its obligations as contemplated in this Agreement, including but not limited to the default in payment as per the Payment Plan;
- (b) the Allottee fails to execute and register the Sale Deed; or
- (c) commencement of insolvency or bankruptcy proceedings against the Allottee, or liquidation of the Allottee.

9.4 In case the default by Allottee under the condition listed above at Clause 9.3 (a) or (b) continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid by the Allottee after forfeiting the Booking Amount paid for the Plot and deduction of amount paid or payable on account of interest on delayed payments. The Allottee waives the requirement for the Promoter to issue any notice for the levy of interest in the event of default by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation. On such default and payment by Promoter to the Allottee, as stated above, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE PLOT:

10.1 The Promoter, on receipt of Total Price of Plot, shall execute the Sale Deed in favour of Allottee immediately but not later than 30 (thirty) days of receipt of the Total Price. 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 Allottee authorizes the Promoter to withhold registration of the sale deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are deposited by the Allottee.

- 10.2 This Agreement and the Sale Deed shall be executed and registered in accordance with the laws as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee, including any other charges related thereto, along with any other cess or surcharge payable thereon, shall be borne exclusively by the Allottee. The Parties shall bear their own legal costs and tax liability.

11. MAINTENANCE OF PROJECT:

The Promoter or the maintenance agency appointed by the Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of Project by the Competent Authority or the association of allottees, as the case may be, upon the issuance of the completion certificate of the Project, as the case may be.

The Allottee acknowledges and agrees that a sum equivalent to common area maintenance charges for three quarters is payable/to be deposited on account of interest free maintenance security deposit (“**IFMSD**”) before taking over possession of the Plot and execution of sale deed. The Allottee further acknowledges and agrees that the IFMSD amount payable by the Allottee shall be entrusted/ transferred by Promoter to the account of the association of allottees/ Competent Authority at the time of handing over of the common areas to the association/ Competent Authority after adjusting dues of the Allottee, if any.

The Allottee agrees to enter into an agreement for the maintenance of common areas with the Promoter or the maintenance agency appointed by Promoter, as may be, at the time of taking over possession of the Plot and execution of sale deed, for the maintenance and upkeep of the Project and undertakes to pay charges for such maintenance at the rates fixed by the Promoter from time to time, until these are handed over to the association of allottees or the competent Government authority or any other body so appointed/ authorized by the Government. The Allottee undertakes to pay these charges to the Promoter from the date of conditional offer of possession or commencement of common area maintenance services by Promoter, whichever is later, and till such time the maintenance services are handed over to the association of allottees or the competent Government authority or any other body so appointed by the Promoter or authorized by the Government.

12. INFRASTRUCTURE AND ENVIRONMENT:

The Promoter would provide certain infrastructure services on use based charges or pay-and-use principles to the Allottee. The Allottee affirms and acknowledges that: (a) a separate agreement would be executed between the Promoter and the Allottee, in relation to such infrastructure services; and (b) separate service charge(s), as decided by the Promoter, shall be payable by the Allottee in relation to such infrastructure services.

(a) **Power**

The Promoter shall provide last mile connectivity to the battery limits at a single point at the boundary of the Plot, on or before the Allottee commences production/ operations for carriage and supply of electric power load up to _____ KVA from the distribution company considering the individual plots as one individual plot. In case the Allottee is desirous of additional power load that exceeds _____ KVA at _____ KV level, which may require up-gradation of the infrastructure eventually after all the plots in the Project are occupied, the Allottee agrees to pay to the Promoter such additional cost as demanded by the Promoter to provide such connectivity for carriage of additional power. The Promoter will not provide infrastructure for supply of power for undertaking construction activity by the Allottee.

In case the Allottee desires to have power load more than the load calculated based on the plot wise norms as prescribed, it shall pay the extra cost, as determined by the Promoter, for such excess load.

The Allottee at its own cost and its discretion may procure power from State Grid or set up own diesel generator sets (DG sets). In case of power supply from State Grid, the Allottee shall pay the necessary usage charges to the State Grid or any other power utility company for consumption of electricity. In case DG sets are used, the Allottee shall take all approvals for running of DG sets for power generation as permitted in law.

The Allottee shall procure power with respect to the Plot from Promoter as and when made available by the Promoter on the terms agreed in respect thereof.

(b) **Water Supply**

The Promoter has procured the relevant permission and approval in relation to the provision of the surface water as well as extraction of ground water. Provided that during the construction stages, the Promoter will not provide or arrange for any water required for construction activities, and the same would have to be arranged for by the Allottee or its construction agent for itself.

Subject to the foregoing, the Promoter will provide water supply to the Allottee at the battery limits of the Plot and the Allottee will pay the user charges for such supply. The surface water supply will be treated by the Promoter and meet the applicable Government standards.

The Promoter shall bear the capital expenditure towards extraction of un-treated ground water, as an interim measure, and such water shall be supplied at per unit basis for use at the cost of the Allottee, till such time surface water is provided by the Promoter for the permissible use only. The Allottee will carry out any further treatment of water as per its own specifications and make necessary arrangements for storage of water within its premises at its own cost and expense.

Provided that in the event the Promoter is unable to extract ground water on account of any regulatory restriction or the approval being rejected, the Promoter shall provide alternative source of water, at Allottee's option and cost, as soon as practically possible.

In case the Allottee desires to have water supply limit more than the limit as calculated based on the plot wise norms as prescribed, it shall pay the extra cost, as determined by the Promoter, for such excess limit.

(c) Treatment of Waste water and Solid waste management

The Allottee is under an obligation to install its own waste water treatment plant to treat all the waste water generated by it and recycle the same after the required treatment, as per conditions of the approval issued by the Haryana State Pollution Control Board (**HSPCB**).

The Allottee can discharge the waste water into the external sewer connected at the battery limits of the Plot only after undertaking the treatment of the waste water as per the limits prescribed by the Promoter, and further subject to the conditions that: (a) Allottee shall segregate the sewage, i.e., waste water generated by human consumption/ activities and effluent, i.e., chemical waste generated during the various processes of production within the premises; and (b) the Allottee will pretreat the effluent/ sewage before discharging the same into the external sewer, in order to bring down the characteristics of the effluent to the inlet quality parameters as prescribed by HSPCB/ CPCB/ MOEF based on the type of industry; and (c) the Allottee will take the treated waste water, in proportion to the treated water supplied to the Allottee by the Promoter for non-potable / process use.

The Allottee shall pay the user charges, levied by the Promoter or a service provider authorized by the Promoter, at the rates specified by the Promoter, for waste water collection and supply of treated waste water, conveyance, treatment, and disposal in proportion to the quantity of waste water discharged by it.

The Allottee shall undertake disposal of hazardous/solid waste at its own cost as per applicable Government standards and in accordance with the environmental permissions obtained by it and shall not dispose of the same in sewage system in colony.

The Allottee hereby agrees to indemnify, keep indemnified and hold harmless the Promoter for any failure on part of the Allottee to treat its effluent/ waste/ discharge and against any proceedings which may be initiated against the Promoter due to any such failure or non-compliance by the Allottee.

(d) Data Connection

The Promoter has an arrangement with Reliance Jio Infocomm Limited (**Jio**) to be the service provider for broadband, voice and data connectivity within the Project. The Allottee can seek connectivity from Jio and pay to Jio the requisite charges for such connectivity and the user charges for the services.

In case the Allottee desires to take data connectivity from an alternate service provider then the Promoter will charge right of way charges for laying of the requisite cables or towers for such connectivity from the service provider.

13. DEFECT LIABILITY:

The Parties agree that this Agreement is intended for the sale of the Plot with certain infrastructure, facilities and other services. It is agreed that in case of any defect in the

aforesaid infrastructure and services or the obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over of possession, it shall be the duty of the Promoter to rectify such defects without further charges, within a period of 90 (ninety) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to appropriate compensation in the manner as provided in the Act.

Provided that the Promoter shall not be liable to any such defects induced by the Allottee or any other person, other than duly authorized by the Promoter, by means of carrying out any changes or works thereon.

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

The Allottee shall permit officials of the Promoter/ maintenance agency/ Competent Authority to enter the Plot to ascertain that the Plot is being used in conformity with the terms of this Agreement and the Sale Deed and/or the then applicable permitted use during the business hours and prior written intimation to the Allottee in respect thereof, unless the circumstances warrant otherwise.

15. USAGE:

The Allottee covenants to use the Plot only for the Purpose in accordance with the terms and conditions agreed in this Agreement and the Sale Deed in respect thereof, which Sale Deed shall permit the Allottee to carry on such business as may be suitable for achieving the Purpose.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 16.1 The Allottee shall, after taking possession, be solely responsible to maintain the Plot at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot which may be in violation of any laws or rules of any authority, do not create nuisance to other plots owners in the Project, or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc., of the neighboring plots is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that it would abide by the terms and conditions of the Development Control and Services Guidelines issued by the Promoter from time to time in its letter and spirit, including for the use of common areas, use of the Plot for putting up any sign boards/ publicity material, etc. Further, the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common areas without the approval of Promoter/association of allottees/Competent Authority, as the case may be. The Allottee shall ensure that it will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter.

- 16.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations and notifications that is applicable to them and those that are related to the Project.

18. BINDING EFFECT:

- 18.1 Mere forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt of the Agreement by the Allottee. Secondly, the Allottee and the Promoter have an obligation to also register this Agreement as per the provision of the relevant Act/ Rule of the State.

- 18.2 If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and further execute and register this Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, or the Allottee does not come forward to execute and register this Agreement or is incapable of executing the same, in such a case, the provisional allotment of the Plot to the Allottee shall be treated as cancelled and the Booking Amount shall be forfeited by the Promoter.

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ TRANSFEREE(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, Project and MET shall equally be applicable to and enforceable against and by any transferee(s) of the Plot, as referred to in clause 8.2 (n) above in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 22.2 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.

23. SEVERABILITY:

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project/Licensed Industrial Colony, the same shall be the proportion which the area of the Plot bears to the total area of saleable plots in the Project/ Licensed Industrial Colony.

25. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other 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.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered as per provisions of the State of Haryana.

27. NOTICES:

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

Allottee (s):

Kind attention :
 Address :
 Contact No. :
 Email :

Promoter:

Kind attention :
 Address : Model Economic Township Limited,
 3rd Floor, 77-B, IFFCO Road, Sector-18, Gurugram-122015,
 Haryana
 Contact No. :
 Email :

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

28. JOINT ALLOTTEES:

[Not Applicable]
 or

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

29. SAVINGS:

Any application, allotment letter, agreement, or any other document signed by the Allottee, in respect of the plot, 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 this Agreement or under the Act or the Rules or the regulations made thereunder.

30. 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, Rules and regulations made thereunder including other applicable laws prevalent in the State of Haryana for the time being in force.

31. DISPUTE RESOLUTION AND JURISDICTION:

- 31.1 In the event of any dispute or difference between the Parties arising out of or in connection with terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, the Parties hereto shall use their best efforts to resolve such dispute or difference amicably by mutual negotiations. All disputes arising in connection with this Agreement shall be referred to respective CEOs (or persons occupying similar position or authority) of each of the Parties who shall discuss and settle the disputes in good faith within 30 (thirty) calendar days from the date of reference of such dispute.

- 31.2 If the dispute as referred to above is still not resolved, it shall be referred to and settled through the Adjudicating Officer appointed under the Act/Rules.
- 31.3 This Agreement shall be subject to Indian laws and Courts of Jhajjar, Haryana shall have absolute jurisdiction thereon.

32. RELATIONSHIPS:

- (a) No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.
- (b) No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.
- (c) No person employed by either Party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc., with respect to all persons who are engaged by it for the performance of any obligations under this Agreement and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other against any such claims made by any such person to or against the other Party.
- (d) No provision of this Agreement shall be construed as a present demise or transfer of Plot or any part thereof.

33. CONFIDENTIALITY:

The Parties agree that save and except with the prior written consent of the other Party:

- (a) the confidential information shall be kept strictly confidential and shall not be disclosed to any of its directors, officers, employees, advisors, except on a 'need to know' basis;
- (b) in the event of termination or expiry of this Agreement, the Parties shall not issue any adverse communication in public relating to the termination or expiry of this Agreement without prior written consent of the other party;
- (c) the Parties shall not disclose the confidential information to any third party unless such third party undertakes to hold information disclosed to it by the disclosing Party, subject to obligations of confidence equivalent to those set out in this Agreement; and
- (d) the Parties will not make any announcement/ declaration and disclosures of having entered into this Agreement or any other agreement to be entered into subsequently, or any incidental or connected event thereto on their websites or otherwise without prior written consent of the other Party

34. MISCELLANEOUS:

- (a) Each Party shall bear its own legal and other expenses incurred in connection with the negotiations and discussions under this Agreement including but not limited to this Agreement and the Sale Deed.

- (b) This Agreement shall remain in force unless terminated in accordance with the provisions of this Agreement or upon execution and registration of the Sale Deed except those provisions in this Agreement which are specifically agreed to survive even after the expiry/ termination of this Agreement. It is clearly understood by the Parties that the rights and obligations of the Parties in this Agreement shall be suitably incorporated into the Sale Deed. The Parties also acknowledge and agree that Clauses 27 (*Notices*), 31 (*Dispute Resolution and Jurisdiction*), and 33 (*Confidentiality*) would survive after expiry or termination of this Agreement.
- (c) This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same Agreement and each of which shall be deemed as original of this Agreement.
- (d) Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss including loss of profit, suffered by such other Party.

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

**FOR AND ON BEHALF OF PROMOTER
MODEL ECONOMIC TOWNSHIP LIMITED**

FOR AND ON BEHALF OF ALLOTTEE

(AUTHORISED SIGNATORY)

(AUTHORISED SIGNATORY)

Name: -----

Name: -----

1. WITNESS:

2. WITNESS:

Signature:
Name:
Father's Name:
Aadhaar no.:
Address:

Signature:
Name:
Father's Name:
Aadhaar no.:
Address:

**Schedule I
Details of the Plot**

[to be inserted]

Annexure- A

[map to be attached separately]

Annexure B

[map to be attached separately]

To,

Date: __.__.2020

_____,
_____,
_____.

Ref.: Agreement For Sale dated _____ (“said Agreement”) for Plot No._____, situated in Street No._____, Sector _____, Model Economic Township, District Jhajjar, Haryana (“said Plot”).

Sub.: Offer of possession of the said Plot.

Dear Sir/Madam,

We are pleased to confirm receipt of final instalment of the Total Price and send you this offer of possession of the said Plot in Model Economic Township, to be taken over at site within a period of 30 days from the date of this letter with execution and registration of the sale deed.

Accordingly, an amount of Rs._____/ - (Rupees _____ only), being the difference between the Total Price worked out based on the area of the Plot mentioned in the Agreement For Sale and that worked out now based on revised area of the Plot as per actual measurement on site is payable on possession as per terms of the said Agreement.

You are requested to inform us date suitable to you, not later than 10 days from the date of receipt of this letter, for undertaking joint demarcation of the said Plot at site.

After the joint demarcation is done at site, you will be required to pay the amount excess of the Total Price worked out based on the area of the Plot mentioned in the Agreement For Sale and that worked out based on revised area of the Plot as per joint demarcation on site within 10 days. In case any amount is payable by METL, the same will be refunded on the date of execution of the sale deed.

Please note that in case of failure to take possession of the said Plot upon getting joint demarcation within the aforesaid period, you shall be liable to make payment of maintenance charges in terms of said Agreement w.e.f. the date of expiry of the aforesaid period.

Please get in touch with Mr. _____ at Mob. No. _____ for joint demarcation or, in case, you want to seek any further information, if any.

We look forward to the beginning of a great business relationship.

Yours sincerely,

For Model Economic Township Limited,

Authorised signatory

Sale Deed**Model Economic Township Limited****3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram – 122015 (Haryana)****(To be filled by METL)****In re Application Form No. _____****Agreement For Sale Dated _____****Industrial Plot No. _____, Street _____, Sector _____****Model Economic Township, Tehsil Badli, District Jhajjar, Haryana****Buyer Name: _____****Address: _____**

Mobile No. _____**Email: _____**

Recital / Clause No.	Headings
Title Clause	Parties
Recitals	Recitals A to L
Clause 1.	Definitions
Clause 2.	Interpretation
Clause 3.	Sale Consideration and Conveyance of the Plot
Clause 4.	Compliance of Law relating to remittances
Clause 5.	Common area maintenance charges
Clause 6.	Infrastructure and development
Clause 7.	Transfer of the Plot
Clause 8.	Change of purpose
Clause 9.	Permissible use of the Plot for ancillary facilities
Clause 10.	Representations, Warranties and Covenants
Clause 11.	Obligations of Buyer
Clause 12.	Governing Law and Jurisdiction
Clause 13.	Stamp Duty and Registration Fees
Clause 14.	Entire Undertaking
Clause 15.	Notices
Clause 16.	Joint Buyers
Clause 17.	Validity and Enforceability
Schedule 1.	Details of the Plot
Annexure A.	Map
Annexure B.	Map

SALE DEED

NATURE OF PROPERTY : **INDUSTRIAL PLOT**

PARTICULARS OF THE PLOT : **PLOT NO.** _____
STREET NO. _____
SECTOR _____
MODEL ECONOMIC TOWNSHIP

VILLAGE & TEHSIL : _____, **TEHSIL BADLI**

DISTRICT & STATE : **DISTRICT JHAJJAR, HARYANA**

TOTAL SALE CONSIDERATION : **Rs.** _____ **/-** (**Rupees** _____ **Only**)

STAMP DUTY {**@__%** of Total **Sale Consideration, rounded off**} : **Rs.** _____ **/-** (**Rupees** _____ **Only**)

STAMP CERTIFICATE NO. & Date :

GRN No. :

This sale deed (hereinafter referred to as the "**Sale Deed**") is executed at Tehsil Badli, District Jhajjar, Haryana on this _____ day of _____, 2020 ("**Execution Date**")

BY AND BETWEEN

MODEL ECONOMIC TOWNSHIP LIMITED, a company registered under the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram - 122015, Haryana, represented by its authorized signatory, Shri Sudhir Jain, duly authorized by Board Resolution dated 10th April, 2020, hereinafter referred to as the "**Seller**" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors, administrators, executors and assigns)

[The present Sale Deed is being presented on behalf of the Seller before the Sub Registrar, Tehsil Badli, by Shri Somvir, authorized vide Resolution dated 10th April, 2020.]

AND**[If the Buyer is a company]**

_____ having CIN no. _____ and PAN : _____ a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], with its registered office at _____, represented by its authorized signatory, _____ (Aadhaar no. _____), duly authorized by board resolution dated _____, hereinafter

referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having registration no. _____ and PAN : _____ with its principal place of business at _____, represented by its authorized partner, _____ (Aadhaar no. _____), authorized by resolution signed by all the partners _____, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Buyer is an Individual]

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

[OR]

[If the Two Buyer are Individuals]

1. Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son/daughter/wife of _____, aged about _____, residing at _____, and 2. Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son / daughter/wife of _____, aged about _____, residing at _____, hereinafter jointly and severally referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Buyer is a HUF]

Mr. _____ having Aadhaar no. _____ and PAN: _____, son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof, be mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

The Seller and the Buyer may hereinafter collectively be referred to as the ‘**Parties**’ and individually be referred to as a ‘**Party**’.

WHEREAS:

- (A) The Seller is, inter alia, engaged in the development of an integrated industrial colony by the name and style of Model Economic Township ("**MET**").
- (B) The Seller is the absolute owner of land parcels admeasuring 1000.76875 acres situated in the revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana ("**Said Land**") and has obtained Licenses (*defined hereinafter*), issued by the Director, Town & Country Planning, Government of Haryana ("**DTCP**") under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder, to establish an integrated industrial colony ("**Licensed Industrial Colony**").
- (C) The Seller is developing the Licensed Industrial Colony in phases and first phase of development comprises of an area of land admeasuring 560.388 acres ("**Project**") and for the purpose, the Seller has registered the Project under the provisions of the Act (*defined hereinafter*) with the Authority (*defined hereinafter*) vide registration No. 135 of 2017 dated 28th August, 2017 and registration No. HRERA-PKL-JJR-6-2018 dated 27th April, 2018 read with Corrigendum Memo No.HRERA-95-2020 dated 13th March, 2020. The Seller has duly obtained approval of the layout/ zoning plan from DTCP for the Project.
- (D) The Buyer is desirous of setting up an industrial unit for the _____ (hereinafter referred to as "**Purpose**") and has approached the Seller for purchase of the Plot (*defined hereinafter*) in the Project.
- (E) The Parties had entered into an Agreement For Sale (*defined hereinafter*), in terms whereof the Seller had agreed to sell and the Buyer had agreed to purchase the Plot (*defined hereinafter*) in the Project, in accordance with the terms and conditions of the Agreement For Sale.
- (F) The Buyer acknowledge and agree that during development of all such phases, being developed over the Licensed Industrial Colony, all lines of various services, facilities etc. and common areas and facilities will be connected with each other over the entire layout plan area and used by all allottees of all the phases/projects in common. The Buyer further acknowledge and agree that Seller will be carrying out extensive development works/ construction activities in subsequent phases over the Licensed Industrial Colony in future, without affecting the Plot of the Buyer, and the Buyer hereby confirm that it shall not raise any objection(s) or make any claim(s) or default in any payments as demanded by Seller on account of any inconvenience, which may be suffered by the Buyer due to such developmental/ construction activities or incidental/ related activities.
- (G) The Buyer has examined the relevant documents, records, permissions and approvals, including but not limited to Licenses and registration under the Act and has satisfied himself/ herself/ itself as to the rights, title and interest of the Seller with respect to the land comprising said Plot. The Buyer has duly conducted its due diligence (*defined hereinafter*) of the Plot and has further satisfied himself/ herself/ itself about the Seller's title to the Plot as well as its suitability for the Purpose.
- (H) The Seller has offered possession of the Plot to the Buyer vide letter dated _____ and the Buyer, after having done due inspection, physical verification and demarcation of the Plot at site, including the location, size, price, infrastructure status, local conditions

and environment, availability of finance and interest rates, market conditions, etc., has taken possession of the Plot from the Seller before execution of this Sale Deed; and

- (l) The Buyer confirms that he/ she/ it is entering into this Sale Deed with full knowledge of all applicable laws, rules, regulations, notifications, bye laws, local laws, etc., as may be applicable to the Licensed Industrial Colony in general and the Project and Plot (including the Purpose for which the Buyer intends to utilize the Plot) in particular and that he/ she/ it has read over and understood all the terms and conditions as contained in the Agreement For Sale as well as the present Sale Deed and agrees that he/ she /it will be bound by the same.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS

1.1 In this Sale Deed unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings as assigned to them hereunder:

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016, as amended from time to time;
- (b) “**Agreement For Sale**” means the agreement for sale dated _____ executed by and between the Seller and the Buyer, registered vide vasika no. _____ dated _____ with the office of Sub-Registrar at Tehsil Badli, District Jhajjar, Haryana;
- (c) “**Applicable Law**” means any applicable laws, statutes, enactments, acts of legislature, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments, regulations, notifications, directions, directives, order or other pronouncements of any Governmental Authority, tribunal, court, or recognized stock exchange, including without limitation, the policies/ procedures issued by the Government of Haryana and/or any other pronouncements having the effect of law;
- (d) “**Applicable Permits**” means all clearances, licenses, registrations, permits, authorizations, consents and approvals required to be obtained or maintained under or pursuant to Applicable Laws;
- (e) “**Authority**” means Haryana Real Estate Regulatory Authority, Panchkula, constituted by the Government of Haryana under provisions of the Act and Rules;
- (f) “**Common Areas and Facilities**” means the areas and facilities, such as roads, road furniture, greens, parks, street lights, common drainage and other similar facilities developed by the Seller, as part of the Industrial Colony;
- (g) “**Competent Authority**” or “**Governmental Authority**” means: (a) any Central, State, city, municipal, or local government, authority; or (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; (c) any statutory, regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court, tribunal, bench or arbitrator(s), in each case, having jurisdiction over any of the Parties, or the assets or operations of any of the Parties;

- (h) “**Development Control and Services Guidelines**” means the operational policy, principles, procedures, disciplines and regulations for the standard design for construction of boundary wall/ gate/ fence/ grill, external architecture/ façade, and provision of services with respect to utilities like dual piping system, supply of electricity and water, sewerage collection, treatment, resupply and disposal, solid waste management, common area maintenance of the roads, drainage networks, street lights, amenities, greens and landscaping, etc., including security and safety services, within the Project/ Industrial Colony, as framed by the Seller and as amended from time to time;
- (i) “**DTCP**” means Director, Town and Country Planning Department, Government of Haryana, Chandigarh;
- (j) “**Due Diligence**” shall have the meaning ascribed to such term in Clause 3.2 of this Sale Deed;
- (k) “**Government**” means the Government of India or Government of the State of Haryana, as the case may be;
- (l) “**HSPCB**” means the Haryana State Pollution Control Board, Government of Haryana;
- (m) “**Licensed Industrial Colony**” means the area having the Licenses situated in Village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli District Jhajjar, Haryana;
- (n) “**Layout Plan**” means the layout plan for the area of 1000.76875 acres of contiguous land owned by the Seller situated in the revenue estates of village Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Bamnola and Fatehpur, Tehsil Badli, District Jhajjar, Haryana, approved by the DTCP for development of the said Licensed Industrial Colony in accordance with the licenses granted by DTCP and various approvals obtained by the Seller from various competent authorities;
- (o) “**Licenses**” mean the licenses, inter alia, authorizing the Seller to develop the industrial colony bearing License No. 06 of 2012 dated 1st February, 2012, License No.16 of 2018 dated 23rd February, 2018 and License No.129 of 2019 dated 04th December, 2019, granted by the Director, Town and Country Planning (DTCP), Government of Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder and include any subsequent approval substituting or amending the approval received initially;
- (p) “**MOEF**” means the Ministry of Environment and Forests, Government of India;
- (q) “**Person**” means any individual, proprietorship, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or Competent Authority or agency or any other legal entity;
- (r) “**Plot**” means plot bearing number _____ area admeasuring approximately _____ square meters, situated in Street _____, Sector _____, Model Economic Township, the details as mentioned in **Schedule-I**, more specifically delineated and demarcated in the map annexed herewith as **Annexure A** and **Annexure B**;

- (s) "**Purpose**" means setting up an industrial unit for _____ as mentioned in Recital D hereinabove;
- (t) "**Rules**" mean Haryana Real Estate (Regulation and Development) Rules, 2017 and regulations framed thereunder, as amended from time to time;
- (u) "**Said Land**" shall have the meaning ascribed to such term in Recital B hereinabove;
- (v) "**SEAC**" means the State Expert Appraisal Committee for the State of Haryana;
- (w) "**Section**" means a section of the Act;
- (x) "**SEIAA**" means the State Environment Impact Assessment Authority for the State of Haryana;
- (y) "**Sale Consideration**" shall have the meaning as defined in Clause 3.1 of this sale Deed; and
- (z) "**Transferee**" shall have the meaning ascribed to such term in Clause 7.1 of this Sale Deed.

2. INTERPRETATION

In this Sale Deed, unless the contrary intention appears:

- 2.1 A reference herein to any clause, schedule, annexure or exhibit is to such Clause, Schedule, Annexure or Exhibit to this Sale Deed. The Schedules, Annexures and Exhibits to this Sale Deed shall form an integral part of this Sale Deed.
- 2.2 References to a Party shall, where the context permits, include such Party's respective successors and legal representatives and in the case of individuals will include their legal representatives and heirs.
- 2.3 The headings or interpretation are inserted for convenience only and shall not affect the construction of this Sale Deed.
- 2.4 The Recitals shall form part of the binding contract between the Parties.
- 2.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neutral genders.
- 2.6 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Sale Deed or specified clauses of this Sale Deed, as the case may be.
- 2.7 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Sale Deed) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 2.8 Reference to the word "include" and "including" shall be construed without limitation.

2.9 Neither this Sale Deed nor any Clause hereof shall be construed against a Party only on the ground that such Party is responsible for the drafting of this Sale Deed or of the relevant Clause.

2.10 In this Sale Deed (including the recitals), unless repugnant or contrary to the context hereof, the capitalized terms shall have the meanings as specifically assigned to them.

3. SALE CONSIDERATION AND CONVEYANCE OF THE PLOT

3.1 In accordance with the terms and conditions contained in this Sale Deed and in consideration of the Buyer having paid a sum of Rs. _____/- (Rupees _____ Only) after deduction of tax at source at applicable rates under Section 194-IA of the Income Tax Act, 1961, on total price of Rs. _____/- (Rupees _____ Only) (“**Sale Consideration**”) to the Seller, calculated at the rate of Rs. _____/- per square meter, the Seller hereby grants, conveys, sells, transfers and assigns unto the Buyer the absolute and complete ownership of the Plot on “as is where is” basis, together with all rights, title, interest, liberties, easements, privileges and advantages thereto.

3.2 The Buyer hereby acknowledges that the Buyer after having made site visit(s) to the Plot, carried out its own investigations as to the physical condition of the Plot (including its size, measurement, government demarcation, layout, dimensions and any other specifications or physical characteristics thereof and any other details / data whatsoever) and also after completing the due diligence of the Plot to confirm that the Seller is the owner of the Plot and no third party has any rights over the Plot or the title thereto as contemplated in the Agreement For Sale, including having examined and verified the original title deed(s)/ documents pertaining to the Plot (“**Due Diligence**”), and after having fully understood and evaluating such documents, the Buyer has found the Plot to be suitable for the Purpose and in order, and has satisfied itself in regard to the Plot.

3.3 The Sale Consideration has been paid by the Buyer to the Seller prior to the execution of this Sale Deed, the receipt of which the Seller hereby acknowledges.

3.4 Pursuant to payment of Sale Consideration, the actual peaceful, vacant and physical possession of the Plot has been handed over by the Seller to the Buyer and the Buyer acknowledges and confirms that the Buyer has taken the physical, vacant and peaceful possession of the Plot before execution of this Sale Deed after having the same demarcated on site to the satisfaction of the Buyer.

4. COMPLIANCE OF LAW RELATING TO REMITTANCES

4.1 The Buyer, 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 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 acquisition/ sale/ transfer of immovable properties in India, etc., and provide the Seller with such permission, approvals which would enable the Seller to fulfil its obligations under this sale deed. The Buyer 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, it may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws, as amended from time to time.

- 4.2 The Seller accepts no responsibility in regard to matters specified in Clause 4.1 above. The Buyer shall keep the Seller fully indemnified and harmless in this regard.
- 4.3 The Seller shall not be responsible towards any third party making payment/remittances on behalf of the Buyer and such third party shall not have any right on the said Plot in any way and the Seller shall be issuing the payment receipts in favour of the Buyer only.

5. COMMON AREA MAINTENANCE CHARGES

- 5.1 The area consisting of the Plot is a part of the Project/ Licensed Industrial Colony and has to be maintained by the Seller or any other entity on its behalf, duly authorized by the Seller before the same is handed over to the association of allottees or the competent authority, as the case may be. The Buyer acknowledges and agrees to pay the applicable maintenance charges which will, inter alia, include the Common Areas and Facilities to be enjoyed by all the plot holders/ occupants in the Project/ Licensed Industrial Colony. The Seller shall be entitled to levy maintenance charges for Common Areas and Facilities to be developed as a part of Project/Licensed Industrial Colony and the Buyer shall pay maintenance charges so levied by the Seller.
- 5.2 The Buyer shall enter into an agreement for maintenance of common areas with the Seller or its nominee, as may be appointed by the Seller from time to time for the maintenance and upkeep of the common area and facilities in the Project/Licensed Industrial Colony, under which the Seller, as a developer of the Project/Licensed Industrial Colony, would publish the maintenance charges payable by the Buyer from time to time. The Buyer hereby agrees and undertakes to pay the maintenance charges for the Plot, as demanded by the Seller with effect from date of commencement of common area maintenance services or the date of offer of possession, whichever is later, at the rates fixed by the Seller from time to time.
- 5.3 The Buyer acknowledges and agrees that a sum equivalent to common area maintenance charges for three quarters is payable/to be deposited on account of Interest Free Maintenance Security Deposit ("IFMSD") before taking over possession of the Plot and execution of this Sale Deed. The Buyer further acknowledges and agrees that the IFMSD amount payable by the Buyer shall be entrusted/ transferred by the Seller to the account of the association of allottees/ Competent Authority at the time of handing over of the common areas to the association/ Competent Authority after adjusting dues of the Buyer, if any.
- 5.4 It is further agreed by the Parties that the maintenance services and facilities will initially be provided by the Seller as per the Development Control and Services Guidelines, and maintenance charges for the same will be paid by the Buyer. As and when certain maintenance services are provided by the Competent Authority, the Parties will review the maintenance charges payable by the Buyer for the services rendered by the Seller thereafter.

6. INFRASTRUCTURE AND ENVIRONMENT

- 6.1 The Seller has the approval of the Government for drawl of surface water as well as to extract the ground water. The Seller is developing the complete infrastructure to draw the water, transport to its Licensed Industrial Colony/Project, distribution network to supply the water as well as collect waste water, treat and supply the treated waste water to the Buyer. The Buyer undertakes to pay the user charges for such supply of

fresh water, treatment of waste water and supply of treated waste water at the rates decided by the Seller.

- 6.2 The Seller has the approval of the Government for development of electrical infrastructure for sourcing and distribution of energy to the Buyer in its Licensed Industrial Colony/Project. The Seller is developing the complete infrastructure to draw the electricity, transmit to its Licensed Industrial Colony/Project, distribution network to supply the electricity to the Buyer. Seller is also planning to obtain second distribution license under the Electricity Act, 2003 to distribute the electricity to the Buyer at the tariff approved by HERC. Till such time, the Seller or its nominated agency distributes the electricity to the Buyer, the Buyer shall obtain the connection from UHBVN and pay the requisite charges for consumption of electricity and pay the energy charges as per the bills raised by UHBVN from time to time.
- 6.3 The Seller shall endeavour to provide motorable approach road from SH-15 A to the entry gate of the Plot before the commencement of construction over the Plot by the Buyer and other infrastructure facilities as mentioned herein before commencement of production/ operations of the Buyer on the Plot.
- 6.4 In case the Buyer desires to have power load more than the load calculated based on the plot wise norms as may be prescribed by Government/Seller from time to time, it shall pay the extra cost in advance to the Seller for procuring such excess load.
- 6.5 In case the Buyer desires to have water supply limit more than the limit as calculated based on the plot wise norms as may be prescribed by Government/Seller from time to time, it shall pay the extra cost in advance to the Seller for such excess limit.
- 6.6 The Seller is providing and/or has made arrangements for provision of certain infrastructure services on a specific 'use based charge' or 'pay and use principle' to the Buyer, which shall not be considered as a part of Common Facilities. The Seller will provide and/or procure the provision of certain infrastructure services such as water, waste water management, etc., on a 'use based charge' or 'pay and use principle', to the Buyer and other occupants in the Project/Licensed Industrial Colony in accordance with the Development Control and Services Guidelines.
- 6.7 The Parties shall enter into an infrastructure facilities and services agreement for provision of various infrastructure services as per the Development Control and Services Guidelines, for which separate service related agreements would be executed by the Parties before these services are utilized by the Buyer.
- 6.8 The Buyer agrees to pay the separate service charges for such infrastructure services as and when availed at the rates fixed by the Seller from time to time.

7. TRANSFER OF THE PLOT

- 7.1 In the event that the Buyer intends to sell, lease, convey, assign and/or transfer the Plot ("**Transfer**") to a third party or Person ("**Transferee**"), it will seek prior written permission of the Seller (which will not be unreasonably withheld) and subject to payment of transfer fee at the rate 5% (five percent) of the prevailing price of the Plot, based on the last transaction executed by the Seller for a similar plot or by any other party for similar plot within the Project, whichever is more. Such transfer fee shall be payable in case the Buyer has yet not commenced production/ operations of its industrial unit on the Plot. Subject to above, such permission will be deemed to have been provided unless the Seller communicates its objection within a period of 30 (thirty)

days from the date of submission of the application seeking such permission along with requisite transfer charges by Buyer to the Seller. The Buyer at the time of issuing such intimation to the Seller regarding the proposed Transfer of the Plot, and before entering into any deal/transaction, shall provide a certificate confirming/ undertaking to ensure compliance with each of the following conditions:

- (a) That the Buyer has paid all its dues on account of charges for maintenance of Common Areas and Facilities, all charges for provision of services, interest for delayed payments, other amounts payable etc. to the Seller including any Government Charges and/ or claims on the Plot till the date of such Transfer;
- (b) That the Transferee has agreed and has undertaken to be bound by the terms and conditions, including but not limited to, all the obligations of the Buyer, as contemplated under this Sale Deed and as per the Licenses and other approvals granted to the Seller;
- (c) Further, the Buyer shall have affirmed that the activity proposed to be carried out on the Plot by the Transferee conforms with the permissible use of the Plot, as per the Licenses granted to the Seller and shall not violate the conditions contained in the Licenses and other approvals and/or shall not cause any nuisance to the neighbours and other occupants of the Industrial Colony;
- (d) That the Transferee shall execute all the requisite agreements, which have been executed by the Buyer, in the same form and content as executed by the Buyer, including but not limited to the sale deed, common area maintenance agreement, water supply and services agreement etc., and further agrees to pay all charges as stipulated and agreed under each of these agreements.

8. CHANGE OF PURPOSE

- 8.1 The Buyer may change the Purpose at any stage with the prior written permission of the Seller and on such terms and conditions as may be imposed by the Seller in its sole and absolute discretion provided that such change falls within the permissible activities for the Plot, as per Licenses and other approvals including the environment clearances, approvals, etc., granted to the Seller and further, such new purpose shall not cause any nuisance to the neighbours and other occupants of the Industrial Colony. Such permission by the Seller will be subject to commercial terms as mutually agreed between the Parties.
- 8.2 While providing permission for any such change of Purpose, factors such as levels of pollution, water consumption, discharge of trade effluent(s), availability of requisite infrastructure facilities in the Industrial Colony to meet the proposed project parameters, etc., shall be considered by the Seller subject to levy of additional infrastructure service charge for increased infrastructure requirement arising out of changed purpose. However, obtaining of requisite approvals (and payment of applicable charges), if required, from any Competent Authority and compliance with Applicable Laws and norms shall be the sole responsibility and obligation of the Buyer.

9. PERMISSIBLE USE OF THE PLOT FOR ANCILLARY FACILITIES

- 9.1 The Buyer agrees that the Plot shall be exclusively used for the Purpose only as hereto above stated and agreed to between the Parties and the Plot shall not be used for any commercial, residential, or institutional use.

9.2 Subject to the foregoing Clause 9.1, the Buyer may utilize the permissible covered area for certain subsidiary facilities, such as cafeteria, canteen, gym, etc., for the captive use of the employees working in such industrial unit subject to compliance with Applicable Laws.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Each Party hereto hereby assures, covenants, represents, warrants and undertakes to the other, as follows:

- (a) It has full power and authority to execute, deliver and perform this Sale Deed and to carry out the transactions contemplated herein;
- (b) It has taken all necessary actions to authorize the execution, delivery and performance of this Sale Deed;
- (c) This Sale Deed constitutes its legal, valid and binding obligations, enforceable against the Party in accordance with the terms hereof; and
- (d) The execution, delivery and performance of this Sale Deed and all instruments or agreements required hereunder do not contravene, violate or constitute default of any Applicable Law, any agreement or instrument to which it is a party, including without limitation, its articles and memorandum of association or by which it is or may be bound, and that it is not restricted by any judgment, injunction, order, decree or award from the execution, delivery and performance of this Sale Deed.
- (e) The Buyer acknowledges and undertakes not to sub-divide/amalgamate the Plot with any other Plot or area in the Licensed Industrial Colony without getting prior written approval from the Seller or the competent authority, as the case may be.
- (f) If any damage is caused to the Common Areas and Facilities in the Licensed Industrial Colony on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall solely be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused, as may be levied by the Seller or the Association of Buyers or the Maintenance Agency or the competent authority, as the case may be.
- (g) That no liability of any kind or any nature whatsoever shall be created on the Seller for any thefts, mishaps resulting at the hands of any miscreants in the Plot of the Buyer.

10.2 The Seller hereby assures, covenants, represents, warrants and undertakes to the Buyer, as follows:

- (a) The Seller is the sole and absolute owner of, and has clear and marketable title to the Plot, with unencumbered, unrestricted and uninhibited right of alienation over the Plot and there is no known impediment on the Seller to convey the Plot to the Buyer;
- (b) As on the Execution Date, the Plot is free and clear from all encumbrances, charges and liens whatsoever and no arbitration, mediation, conciliation or other proceedings, claims, actions or Governmental investigations injunction order, stay order, notice for acquisition or requisition, or order of attachment has been issued or passed by any Competent Authority in respect of the Plot;

- (c) The Seller has neither entered into any agreement for sale with any third party/ parties in respect of the Plot which is subsisting as on date, nor has accepted any advance/part consideration in respect of the Plot from any third party;
- (d) Consequent to execution and registration of this Sale Deed, the Buyer shall have an unfettered right of access to the Plot, easements, ingress and egress rights, benefits, privileges, right, title, interest and claim therein, together with all liberties, advantages and appurtenances attached to the Plot;
- (e) All the dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any Governmental Authority, local bodies and/or any civic authorities/agencies in respect of the Plot till the Execution Date, have been duly paid and deposited by the Seller and if any demand for payments of aforementioned nature is raised by any of the relevant Governmental Authorities or Persons in respect of the period prior to the Execution Date (except any Government Charges, as provided in Clause 11.3 below), the same will be paid and borne by the Seller; and
- (f) The Buyer shall have the right and be entitled to get the Plot mutated in its name with the Competent Authorities and the Seller agrees to provide all necessary cooperation and assistance and to do all such acts and execute such documentation in favour of the Buyer as may be necessary for this purpose, at the cost and expense of the Buyer.

10.3 The Buyer hereby assures, covenants, represents, warrants and undertakes to the Seller, as follows:

- (a) The Buyer confirms that it has entered into this Sale Deed with full knowledge and understanding and subject to all applicable laws and notifications and rules applicable to the area and in particular for the Industrial Colony, Project, Plot and Purpose including but not limited to the licenses and registration of the Project under the Act, environmental clearances received for the Project, energy conservation, ground water extraction, rain water harvesting, use of renewable energy, etc., and related compliances towards HSPCB/ SEAC/ SEIAA/ MOEF/ other relevant Governmental Authority (as applicable and revised from time to time). The Buyer acknowledges that the Buyer has familiarized itself with all the aforesaid and other applicable agreements, approvals, arrangements, undertakings, conditions on inspection of the documents with the Seller and will submit the requisite 6 (six) monthly compliance report of compliance with the Environmental Clearance conditions along with the Environmental monitoring reports through approved laboratory, as per the format of MOEF provided by the Seller.
- (b) The Buyer shall comply with the Development Control and Services Guidelines;
- (c) The Buyer undertakes to bear and pay all taxes and duties, stamp duty, registration charges and/or such other levies for consummating the transactions contemplated under this Sale Deed;
- (d) The Buyer shall comply with the terms and conditions for the use and Transfer of the Plot, in accordance with the provisions of this Sale Deed;
- (e) The Buyer has purchased the Plot through legitimate means/funds, which do not, in any manner, constitute 'proceeds of crime' as defined under Section 2(1)(u) of

the Prevention of Money Laundering Act, 2002; and

- (f) The Buyer undertakes in relation to the Plot that it will abide by all the Applicable Laws and fulfil all obligations pertaining to compliance/ monitoring reports pertaining to environment, energy conservation, ground water extraction, rainwater harvesting, use of renewable energy as stipulated in the various approvals received by the Seller as well as the various approvals and the conditions of the Licenses mentioned in this Sale Deed, received by the Seller in respect of the Project and the Licensed Industrial Colony.
- (g) The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from its Plot in the Common Areas or any portion of the Licensed Industrial Colony.
- (h) The Buyer shall neither encroach upon the Common Areas in the Licensed Industrial Colony nor store any of its goods, objects, articles, belongings etc. out of its Plot in any manner whatsoever.
- (i) The Buyer agrees and undertakes that water pipelines/drains/electric lines provided by the Seller in the Licensed Industrial Colony shall not be tampered with/ disturbed without getting prior written approval of Seller.
- (j) The Seller has developed/constructed the Project as per standard norms and all the facilities will require repairs/refurbishment/replacement after certain time. As and when these facilities, within the Licensed Industrial Colony including but not limited to roads, sewer & drainage lines, plumbing sets, street lights, pumps etc. require replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of the Licensed Industrial Colony on pro-rata basis irrespective of individual's need or utilization, i.e. in proportion of the area of the Plot bears to total saleable area of the Licensed Colony as calculated by the Seller. The Seller, Association of Buyers or the Maintenance Agency or competent authority, as the case may be, shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc., including its timing or cost thereof.
- (k) The Buyer agrees and undertakes to become member of a body of the association of plot owners formed/to be formed in accordance with the applicable laws, rules and bye laws and execute necessary documents as and when required. Post development of all phases over the said Land, Seller may depending on the nature, scope and use of entire development and as may be required under applicable laws, form (i) separate association/ apex body/ apex bodies for one Project; (ii) separate association/ apex body/ apex bodies for each project; (iii) or form a single association for all of the projects. Further, in case Seller forms separate associations for each of the project, Seller may form an apex body over and above all associations. Each association shall adhere to its respective bye laws and guidelines as may be formulated by Seller in accordance with applicable laws. Further, each association shall be independent of the other, manage and conduct the affairs relating to respective project and the rights, entitlements and obligations of allottees with respect to the respective common areas and facilities. The Apex Body of the association of all the projects as well as separate association of each of the projects shall give right of way to use the common roads in the project (s) to the Seller to access its other land parcels to carry out the development in future.
- (l) That if there arises any dispute regarding payment of any charges, whatsoever

including but not limited to maintenance charges, water charges, electricity charges, interest and penalty charges on delayed payment etc. the Buyer shall first pay the billed amount and then apply for refund on the basis of material proofs and the Seller/Maintenance Agency/Association of Buyers will look into his submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.

11. OBLIGATIONS OF BUYER

11.1 The Buyer shall obtain all Applicable Permits which are necessary for establishing an industrial unit on the Plot, including but not limited to, a site and building plan, environmental approvals, etc., and the Buyer will ensure that each of the Applicable Permits are valid and current at all times, and that the Buyer shall fully comply with the terms and conditions of each of the Applicable Permits and this Sale Deed at all times. The Buyer agrees to indemnify, hold harmless and keep indemnified the Seller from any proceedings or actions which may be taken by a Competent Authority against the Seller due to the Buyer's failure to procure an Applicable Permit or due to the contravention of any Applicable Laws by the Buyer.

11.2 From the Execution Date, all the dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes or charges levied by any Governmental Authority, association of allottees or industrial associations, in respect of the Plot, shall be the sole responsibility and liability of the Buyer regardless of the fact that such demand and/or levy and/or charges and/or taxes are raised and/or made in the name of the Seller.

11.3 Payment of Government Charges

11.3.1 Notwithstanding anything contained above, the Parties further agree and acknowledge that the Total Price does not include External Development Charges ("**EDC**") and such other charges and /or increase thereof, as may be levied by the Government (collectively hereinafter referred to as "**Government Charges**") from time to time. The Buyer accordingly agrees and undertakes to pay to the Seller as demanded by Seller all such Government Charges in relation to the Plot as applicable, and all increases thereto, as may be levied by the Government from time to time. Further, the Buyer shall be liable for the payment of any other such Government charges, fees, cess, levies, taxes, payments for the Plot, which are to be normally paid/payable by a buyer or recoverable from a buyer as per the applicable laws or as per the prevailing market practice at any time. It is made abundantly clear that all Government Charges are solely to the account of the Buyer and the Seller shall have no liability in this regard;

11.3.2 It is also made clear to the Buyer that such Government Charges may be levied by Government of Haryana from prospective or retrospective effect from date of license and in the event the Seller shall demand from the Buyer to pay such charges in proportion of the area of the Plot bears to total area of the licensed colony as explained in para 11.4 hereinafter mentioned;

11.3.3 Further, it is made known to the Buyer that Government of Haryana may also levy other charges at any stage including on the completion of the Licensed Industrial Colony or thereafter, the demand of which will be raised by the Seller and the Buyer undertakes to pay the same. In the event the Seller pays any Government Charges for the Plot, the Buyer will make good such payments to the Seller within a period of 30 (thirty) calendar days failing which the Seller will be entitled to an interest on such

amounts, calculated at 15% (fifteen percent) per annum, compounded on quarterly rest;

- 11.3.4 In the event the Seller has to provide any bank guarantee/ indemnity to a Government Authority in respect of Government Charges mentioned in this Clause in relation to the Plot, the Buyer, shall furnish such bank guarantee/ indemnity within a period of 15 (fifteen) days from the date of notice from the Seller. In the event such bank guarantee is furnished by the Seller to the Government Authority for the Plot, the Buyer shall provide a bank guarantee for an equivalent amount in favour of the Seller, within a period of 15 (fifteen) days from the date of notice from the Seller. Upon being given a notice to comply with the terms within a stipulated time, if the Buyer fails to comply with the provisions of this Clause within the stipulated time, then any interest, default interest, fines or penalties that are charged/demanded from the Seller by such Competent Authority or cost of any legal proceedings which may be taken by such authority against the Seller shall be to the account of and payable by the Buyer to the Seller;
- 11.3.5 This undertaking by the Buyer shall always survive the conveyance of the Plot in favour of Buyer and further sale/transfer by the Buyer in favour of a Transferee. The Buyer recognizes that such demand when made will constitute unpaid Price and agrees that even if such demand is made by the Seller after sale deed is executed in favour of Buyer, the Seller shall have lien on the Plot to the extent of such unpaid Price and the Buyer undertakes not to object to the Seller resuming the Plot or taking any legal action to recover such unpaid Price from Buyer;
- 11.3.6 In the event the Buyer fails to fulfil any of its obligations in terms of Clause 11.3 of this Agreement then, the Seller shall have the following rights:
- (a) the Seller shall have first charge over the Plot and any superstructure thereon, to be recoverable either by enforcing the charge or from out of the sale proceeds of the Plot, as the case may be;
 - (b) the right to suspend the infrastructure services for the Plot, at the cost and consequences of the Buyer; and
 - (c) Any other legal recourse or remedy available to the Seller.
- 11.4 The Buyer further agrees that as and when the Seller is required to pay such Government Charges then the Seller shall demand, and the Buyer undertakes to pay the same proportionately in the manner in which the area of the Plot bears to the total area of the Industrial Colony, on which such Government Charges have been either demanded or paid, as calculated by the Seller on gross area basis. For the purpose of clarity, EDC and/or any Government Charges shall be payable by the Buyer and will include the additional charge for common area as and when demanded by the Competent Authorities. The amount payable by the Buyer will thus be: amount payable / (1 – x). Where 'x' stands for the percentage of the land used for common area development as per the last approved layout plan.
- 11.5 The Buyer shall, at all times, comply with all the following conditions as envisaged in the Licenses for the Licensed Industrial Colony granted by DTCP and the Buyer, further affirms and acknowledges that:
- 11.5.1 The Licensed Industrial Colony is planned to be developed by Seller in accordance with the layout plan sanctioned by the Competent Authority, which may be changed

from time to time by the Competent Authority. Based on the changes requested/ applied for by the Seller, the changes /modifications/ amendments as may be made / approved by the Competent Authority in the layout plan for the Industrial Colony in future, shall automatically supersede the presently approved layout plan and become binding on the Buyer. The Buyer hereby confirms that it shall have no objection if the Seller makes suitable and necessary alterations in the layout plan, if necessary for better planning of the layout of the Industrial Colony or as per approvals/ instructions/ guidelines/ regulations of the competent authorities and such alterations may involve license of additional area adjacent to the Licensed Industrial Colony, change in the planned road network, common areas, change in the identification number of the Plot, and subject to mutual consent; change in the access, change in location of Plot, dimensions or area of the Plot, etc. Subject to the foregoing, the Buyer agrees to inform the Seller and the Competent Authority in writing, his/her consent or objections to the changes within 30 (thirty) days from the date of intimation of such changes in the layout plan provided by the Seller to the Buyer, failing which the Buyer shall be deemed to have given his full consent to such alterations/ modifications.

- 11.5.2 The Buyer undertakes in relation to the Plot to ensure that it will strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other Applicable Permits, like licenses/ environment clearance, etc., granted by the Competent Authority(ies) in respect of the Plot, Project and, or the Licensed Industrial Colony, as may be applicable/revised from time to time and agrees to comply with any other condition as notified by a Governmental Authority for the Licensed Industrial Colony, from time to time. The Buyer shall not cause any nuisance for the other occupants of the Licensed Industrial Colony and/or the Seller. The approval of the building plan(s), occupation certificate, etc., shall be at the sole costs and responsibility of the Buyer and the Seller shall have no obligation in the same whatsoever. The Buyer shall submit a copy of the approved building plan with the Seller before starting of any construction work at the Plot. In the event of non-compliance of any conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other Applicable Permits, the Buyer alone shall be responsible for all penalties, costs, consequences and legal proceedings by any Competent Authority. The Buyer agrees to indemnify, hold harmless and keep indemnified the Seller from any proceedings or actions which may be taken by a Competent Authority for the Buyer's failure to comply with the terms and conditions of any Applicable Permit.
- 11.6 The Buyer agrees to ensure compliance with all Applicable Laws (including obtaining the required approvals and pay the respective charges for the same) while carrying out its operations on the Plot and abide by all norms and conditions of licenses, zoning plan, notifications, rules, bye-laws and/or any other Applicable Permit. The Buyer shall construct its facility on the Plot and maintain the open areas, green areas, ground coverage, Floor Area Ratio (FAR), Floor Space Index (FSI), in accordance with the Applicable Laws, after obtaining all necessary approvals for establishing an industrial unit, including site and building plan, and environment approvals and pay the respective charges for the same and will comply with all the conditions as envisaged in the license for Industrial Colony granted by DTCP.
- 11.7 The Buyer understands that the Seller is undertaking development of the Industrial Colony as per the terms of the Licenses received by it within the purview of the Haryana Development and Regulations of Urban Areas Act, 1975, and the rules thereunder and the policies of the Government of Haryana, as applicable and as amended, from time to time. The Buyer agrees and undertakes to construct a minimum of 25% (twenty five per cent) of the permissible covered area of the Plot and shall commence production/ commercial operations of the proposed industrial unit on the Plot within a period of 4 (four) years from the date of execution of Agreement For Sale. In the event that the

Buyer is of the view that it would not be able to achieve such construction/operationalization, within the aforesaid time period, it shall promptly inform the Seller thereof and the Seller and the Buyer shall negotiate in good faith about the possible counter measures. The Seller may at its sole discretion, and after satisfying itself regarding the bonafides of the Buyer (considering the prevailing circumstances as well as the difficulties faced by the Buyer and also actual progress made by the Buyer in this regard), the status of construction work undertaken by the Buyer, consider granting maximum of 2 (two) extensions of 1 (one) year each, provided such extension (s) together will not exceed total period of 2 (two) years, subject to Buyer making payment of the extension fee calculated @ Rs.250/- (Rupees Two Hundred and Fifty only) per square meter area of Plot for the first extension of 1 (one) year and @ Rs.500/- (Rupees Five Hundred only) per square meter area of Plot for the second extension of 1 (one) year. If the Buyer fails to inform the Seller, apply for the extension and, or pay the applicable extension fee or perform its obligations with respect to such counter measures within 30 (thirty) days upon the expiry of the said period, the Buyer shall re-convey the Plot to the Seller, upon first demand by the Seller and at the option of the Seller, at 80% (eighty per cent) of the Sale Consideration. The Buyer shall, without any protest, demur or cavil, pay the requisite stamp duty, registration charges and other incidental costs incurred on such re-conveyance to the Seller and shall take all further actions and steps necessary to carry out the re-conveyance of the Plot in favour of the Seller.

11.8 The Buyer in relation to the Plot further undertakes the following:

- (a) It shall take necessary measures for undertaking primary treatment of sewerage/ effluents generated by it to comply with the specifications prescribed by the Buyer/Competent Authorities before discharge/ disposal of effluents/ sewage and the Buyer shall also make arrangements for disposal of sewerage in the external sewerage system established by the Buyer as per the State and Central Government environmental norms. The Buyer shall pay for the treatment charges levied by the Seller for treatment of such effluent/ sewage generated by the Buyer to meet the requirements of recycled water/ for final disposal into a public drain as per applicable laws;
- (b) It shall undertake solid waste /municipal waste management/ building and construction waste management measures as may be directed by the Haryana State Pollution Control Board/ local authorities for the Plot;
- (c) It shall carry out installation of a Solar Photovoltaic Power Plant as per provisions contained in the notification No. 22/52/2005-5 power dated September 3, 2014 or any other directions, notifications as may be applicable and, or as applicable from time to time, pursuant to the directions of the Renewable Energy Department, Government of Haryana;
- (d) It shall comply with any other condition as notified by Haryana Government/ Government of India for the Licensed Industrial Colony of the Buyer as deemed necessary from time to time;
- (e) It shall not encroach upon any revenue rasta falling in the Licensed Industrial Colony;
- (f) It shall make sufficient arrangement for rainwater harvesting system and re-charging of the ground water table to minimize water run-off in the Plot as per

Central Ground Water Authority/ Haryana Government norms/ as applicable from time to time; and

- (g) It shall make sufficient provision of light emitting diode (LED) fittings for internal lighting as well as for campus lighting in the complex.
- 11.9 The Buyer acknowledges and understands that the Competent Authority and, or statutory authorities, at times requires information pertaining to performance and development of the industrial areas to be reported and in order to support the purpose of projecting the Industrial Colony in its ability to contribute to the industrial growth in the State/Country. Accordingly, the Buyer shall file a periodic/ annual information report with the Seller with regard to the performance of the Buyer's unit/ business on the Plot, such as the annual turnover, export turnover, employment in the unit, taxes paid, products manufactured, etc., in the prescribed format of the report as provided by the Seller, which may be amended from time to time.
- 11.10 The Buyer shall permit the Seller and/or its agents to enter into the Plot to ascertain that the Plot is being used in conformity with the terms and conditions of this Sale Deed and/or the then applicable permitted use. Such inspection by the Seller and/or its agents to the Plot will be conducted only at the business hours of the Buyer and the Seller will give prior intimation to the Buyer of such inspection. The Buyer also recognizes that if such inspection is required by a Competent Authority, then the Buyer shall co-operate and shall not obstruct or prevent such inspection.
- 11.11 In order to facilitate equal user rights to all plot owners and for the smooth operation and maintenance of the Licensed Industrial Colony from time to time, METL has put forth the Development Control and Services Guidelines. The Buyer agrees and undertakes to comply with the Development Control and Services Guidelines, as formulated by the Seller in accordance with Applicable Law, which will be applicable to all occupants of the Industrial Colony.
- 11.12 Subject to the Applicable Laws, in the event of any conflict with the Development Control and Services Guidelines as formulated by the Seller and this Sale Deed, the terms of this Sale Deed shall prevail.
- 11.13 The Buyer shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour deployed by it, and to preserve peace and protection of persons and property in the neighbourhood, against such conduct.
- 11.14 The Buyer shall not put up its name plate, sign board, neon sign, publicity or advertisement material, notice board, etc., in the common areas in the Industrial Colony. The Buyer shall be entitled to display its name plate only at the designated place on its Plot only.
- 11.15 That the said industrial colony shall always be known as 'Model Economic Township' or in short 'MET' and the said name shall not be changed by the Buyer and / or jointly by the Buyer and other allottees, association of the allottees in the Industrial Colony and the Buyer shall refrain from voting for any such change of name.

12. GOVERNING LAW AND JURISDICTION

This Sale Deed shall be governed in all respects by the laws of India. The Courts in Jhajjar, Haryana shall have absolute jurisdiction for all disputes arising out of this Sale Deed.

13. STAMP DUTY AND REGISTRATION FEES

This Sale Deed is executed and registered in accordance with the laws as applicable in the State of Haryana. The entire incidence of the stamp duty and the registration fee, including any other charges related thereto, along with any other cess or surcharge payable thereon, shall be borne exclusively by the Buyer. The Parties shall bear their own legal costs and tax liability.

14. ENTIRE UNDERSTANDING

This Sale Deed, along with all the recitals, schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings and correspondence, including the Agreement For Sale, if any, of the Parties, relating to the subject matter of this Sale Deed and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

15. NOTICES

Any notice, statements and other communications required or permitted to be given under this Sale Deed shall be sent in writing, addressed as specified below and shall be deemed to have been effectively served: (i) if delivered personally or mailed on the registered mail upon receipt by the other Party; or (ii) if sent by Registered Post upon the expiry of 3 (three) days of it being sent; or upon confirmation of service of such notice. Any notice required or permitted to be given by either Party hereunder shall be addressed to the other Party, as follows:

(a) If addressed to Seller:

Kind attention of :
Address :
Contact No. :
Email :

(b) If addressed to Buyer:

Kind attention of :
Address :
Contact No. :
Email :

16. JOINT BUYERS

[Not Applicable]
or

That in case there are Joint Buyers, all communications shall be sent by the Seller to the Buyer whose name appears first and at the address given by him/ her which shall for all intents and purposes be considered as properly served on all the Buyers.

17. VALIDITY AND ENFORCEABILITY

If any provisions of this Sale Deed are declared to be invalid, unenforceable or illegal by any Court of competent jurisdiction, such invalidity, un-enforceability or illegality of such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Sale Deed and to the extent necessary to confirm with applicable law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.

The Parties have executed this Sale Deed without any pressure, duress, influence, coercion and after having fully understood and agreed to the contents of this Sale Deed.

IN WITNESS WHEREOF both the Parties have signed this Sale Deed at the place, day, month and year first above written in the presence of the following witnesses:

Signed and delivered by:

For Seller
Model Economic Township Limited

For Buyer

Authorized Signatory

In the presence of witnesses:

1. Witness

Name:
Father's Name:
Aadhaar No.:
Address:

2. Witness

Name:
Father's Name:
Aadhaar No.:
Address:

Schedule I
Details of the Plot

[to be inserted]

Annexure- A

[map to be attached separately]

Annexure B

[map to be attached separately]

POSSESSION LETTER

Model Economic Township Limited ("METL"), a company registered under the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3rd Floor, 77-B, IFFCO Road, Sector 18, Gurugram – 122015, Haryana, India, has executed Sale Deed on _____ for sale of Plot No.____, Street No.____, Sector _____, Model Economic Township in Tehsil Badli, District Jhajjar, State of Haryana, in favor of _____, having [CIN: _____] & PAN: _____ and its [registered] office at _____. I, _____, authorized by [Board] Resolution dated _____, do hereby handover the vacant and physical possession of the above said Plot to aforesaid buyer on this _____ and the buyer, _____, hereby accepts and takes over the vacant and physical possession of the said Plot.

The specific particulars of the said Plot are- (Sketch of Plot)

1. Area of Plot : _____ square meters (as per approved Demarcation)
2. Dimensions : (as per approved Demarcation)
3. North of Plot : _____
4. East of Plot : _____
5. West of Plot : _____
6. South of Plot : _____

Dated: _____

POSSESSION HANDED OVER:
For **Model Economic Township Limited**

POSSESSION TAKEN OVER:
For _____ **Private Limited**

(Authorized signatory, Sh.
_____)

(Authorized signatory, Sh.
_____)

1. Witness:

Name:
Father's Name:
Aadhaar No.
Mob. No.
Address:

2. Witness:

Name:
Father's Name:
Aadhaar No.
Mob. No.
Address:

COMMON AREA MAINTENANCE SERVICES AGREEMENT

This Common Area Maintenance Services Agreement (this "**Agreement**") is executed on this _____th day of _____, 2020;

BY AND BETWEEN:

MODEL ECONOMIC TOWNSHIP LIMITED, a company registered under the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3rd Floor, 77 B, IFFCO Road, Sector 18, Gurugram-122015, Haryana, represented by its authorized signatory Sh. _____, duly authorized by Board resolution dated _____, hereinafter referred to as the "**METL**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns), party of the **FIRST PART**;

AND

[If the Plot Owner is a company]

_____ a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having CIN no. _____ and PAN: _____, with its registered office at _____, represented by its authorized signatory, _____ (Aadhaar no. _____), duly authorized by board resolution dated _____, hereinafter referred to as the "**Plot Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees), party of the **SECOND PART**.

[OR]

[If the Plot Owner is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having registration no. _____ and PAN _____ with its principal place of business at _____ represented by its partner, _____ (Aadhaar no. _____), authorized by resolution signed by all the partners dated _____, hereinafter referred to as the "**Plot Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns), party of the **SECOND PART**.

[OR]

[If the Plot Owner is an Individual]

Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son/daughter/wife of _____, aged about _____, residing at _____, hereinafter called the "**Plot Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), party of the **SECOND PART**.

[OR]

[If the Two Plot Owner as Individuals]

1. Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son/daughter/wife of _____, aged about _____, residing at _____, and 2. Mr./Ms. _____ (PAN: _____ and Aadhaar no. _____), son / daughter/wife of _____, aged about _____, residing at _____, hereinafter jointly referred to as the "**Plot Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees), party of the **SECOND PART**.

[OR]

[If the Plot Owner is a HUF]

Mr. _____ having Aadhaar no. _____ and PAN: -----, son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, with its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Plot Owner**" (which expression shall unless repugnant to the context or meaning thereof, be mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees), party of the **SECOND PART**.

METL and Plot Owner may hereinafter be individually referred to as a "**Party**" or collectively as the "**Parties**".

WHEREAS

- A. METL is, *inter alia*, engaged in the development & maintenance of industrial colony, in the revenue estate of villages Dadri Toe, Bir Dadri, Sondhi, Yakubpur, Fatehpur and Bamnola, Tehsil Badli, District Jhajjar, Haryana for which it has procured requisite Licenses from the Government of Haryana under Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder ("**Industrial Colony**").
- B. By way of a sale deed dated _____ executed by METL in favour of the Plot Owner ("**Sale Deed**"), METL has sold plot bearing number _____, Street no. _____, Sector _____ admeasuring _____ square meters approx. situated within the Industrial Colony ("**Plot**") to the Plot Owner, on the terms and conditions as contained in the Sale Deed.
- C. METL is, *inter alia*, required to provide the maintenance services in the common areas of the Industrial Colony subject to levy of common area maintenance charges and the Parties are desirous of recording the terms and conditions of the provision of the common area maintenance services, as follows.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS:

- 1.1 In this Agreement unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings as assigned to them herein under:
- a. **“Actual CAM Charges”** means the amount certified by a firm of chartered accountants for the previous year for the provision of Common Area Maintenance Services, including contribution to Sinking Fund, substantially in the format of **Schedule B**;
 - b. **“Applicable Law”** means any applicable laws, statutes, enactments, acts of legislature, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments, regulations, notifications, directions, directives, order or other pronouncements of any Governmental Authority, tribunal, court, or recognized stock exchange, including without limitation, the policies/ procedures issued by the Government of Haryana and/or any other pronouncements having the effect of law;
 - c. **“Applicable Permits”** means all clearances, licenses, registrations, permits, authorizations, consents and approvals required to be obtained or maintained under or pursuant to Applicable Laws;
 - d. **“CAM IFRSD”** shall have the meaning ascribed to it in Clause 4.2 of this Agreement;
 - e. **“Change in Law”** means the occurrence of any of the events stated hereinafter post the execution of this Agreement: (i) enactment of any new Applicable Law(s); (ii) the repeal in whole or in part or modifications of any existing Applicable Law(s); (iii) the change in interpretation or application of any Applicable Law(s) by a court of record as compared to such interpretation or application by a court of record, prior to the date of this Maintenance Agreement; (iv) the imposition of a requirement for any Applicable Permit(s) not required on the date of this Agreement; (v) after the date of grant of any Applicable Permit(s), a change in the terms and conditions of such Applicable Permit(s) or the inclusion of any new terms and conditions to the Applicable Permit(s);
 - f. **“Common Area Maintenance Services”** means the services for the upkeep and maintenance of amenities such as roads, road furniture, greens, parks, street lights, common drainage and other similar facilities developed or to be developed by METL, as part of the Industrial Colony including safety and security as more particularly described in **Schedule A** and as may be varied from time to time by METL;
 - g. **“Competent Authority”** or **“Governmental Authority”** means: (a) any Central, State, city, municipal, or local government, authority; or (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; (c) any regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court, tribunal, bench or arbitrator(s), in each case, having jurisdiction over any of the Parties, or the assets or operations of any of the Parties;

- h. **“Development Control and Services Guidelines”** means the operational policy, principles, procedures, disciplines and regulations for the standard design for construction of boundary wall/ gate/ fence/ grill, external architecture/ façade, and the provision of services, with respect to utilities like dual piping system, supply of electricity and treated water, sewerage collection, treatment, resupply and disposal, solid waste management, common area maintenance of the roads, drainage networks, street lights, amenities, greens and landscaping, etc., including security and safety services, within the Industrial Colony;
- i. **“Force Majeure Event”** means any event or circumstance or a combination of events or circumstances set out hereinafter or the consequences thereof which affect or prevent the METL and/or the agency designated by METL from performing its obligations in whole or in part under this Agreement and which event or circumstance is beyond the reasonable control and not arising out of the fault of the METL and/or METL has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and includes the following: (i) acts of God or events beyond the reasonable control of the METL, which could not reasonably have been expected to occur such as fire, flood, earthquake, storm, volcanic eruptions, hail storms, lightning, explosions, whirlwind, cyclone, exceptionally adverse weather conditions, etc., affecting the Industrial Colony; (ii) radioactive contamination, ionizing radiation; (iii) epidemic, famine, other epidemic quarantine; (iv) an act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast or explosion, politically motivated sabotage or civil commotion; (v) strikes, lockouts, agitations and labour disruptions (vi) destruction of any infrastructure beyond the control of METL resulting in the revocation of Applicable Permits granted by Competent Authority(ies); (vii) Change in Law, action, order by Competent authority(ies), action or act of commission or omission by Competent Authority(ies) not on account of default by METL; and, (vi) any judgment or order of any court of competent jurisdiction or Governmental Authority made against the METL;
- j. **“Government Charges”** includes the External Development Charges (referred to as the **“EDC”**), and such other charges, and/or increase thereof, as may be levied by Government of Haryana, from time to time;
- k. **“Industrial Colony”** shall have the meaning ascribed to it in Recital A of this Agreement;
- l. **“Interim CAM Charges”** means the charges arrived at by multiplying the Interim CAM Charge Rate to the Plot size;
- m. **“Interim CAM Charge Rate”** means the rate expressed in Rupees per square meter per annum calculated as the Actual CAM Charges, including contribution to Sinking Fund, divided by the area sold to the plot owners for which the Common Area Maintenance Services are being provided;
- n. **“Licenses”** means the licenses, inter alia, authorizing METL to develop the Industrial Colony bearing License No. 06 of 2012 dated 1st February, 2012, 16 of 2018 dated 23rd February, 2018 and 129 of 2019 dated 04th December, 2019,

granted by the Director General, Town and Country Planning (DTCP), Government of Haryana under Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder and includes a part or any approval substituting or amending the approval received initially;

- o. **“Sale Deed”** shall have the meaning ascribed to it in Recital B of this Agreement;
- p. **“Sinking Fund”** shall mean a fund created by METL, the contribution of which, as determined by METL, is invested in external interest bearing securities, to replace all or any of the infrastructure facilities including storm water drain, common approach road from SH-15 A to the entry gate of the Plot as per the layout of the Industrial Colony, sewage water drainage system, water treatment plant and provision of infrastructure for supply of electric and water for the Plot as per the Development Control and Services Guidelines; and
- q. **“Tax”** or **“Taxes”** means any present or future taxes (including Goods and Service Tax, stamp duties, cess, surcharge, etc.), and any withholding obligations, duties and other charges of whatever nature levied by any Governmental Authority.

1.2 In this Agreement, other capitalized words used but not defined herein shall have the same meaning as given to them under the Sale Deed.

2. INTERPRETATION:

In this Agreement, unless the contrary intention appears:

- 2.1 A reference herein to any clause, schedule, annexure or exhibit is to such Clause, Schedule, Annexure or Exhibit to this Agreement. The Schedules, Annexures and Exhibits to this Agreement shall form an integral part of this Agreement.
- 2.2 References to a Party shall, where the context permits, include such Party’s respective successors and legal representatives and in the case of individuals will include their legal representatives and heirs.
- 2.3 The headings or interpretation are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.4 The Recitals shall form part of the binding contract between the Parties.
- 2.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 2.6 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be.
- 2.7 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.

- 2.8 Reference to the word “include” shall be construed without limitation.
- 2.9 Neither this Agreement nor any Clause hereof shall be construed against a Party only on the ground that such Party is responsible for the drafting of this Agreement or of the relevant Clause.
- 2.10 Words denoting a ‘person’ shall include an any individual, proprietorship, company, corporation, partnership, joint venture, trust, unincorporated organization, Governmental Authority or agency or any other legal entity;
- 2.11 In this Agreement (including the recitals), unless repugnant or contrary to the context hereof, the capitalized terms shall have the meanings as specifically assigned to them.

3. PROVISION OF COMMON AREA MAINTENANCE SERVICES:

- 3.1 The Parties agree that the Common Area Maintenance Services would be provided by METL or a maintenance agency as may be appointed by METL in the Industrial Colony, till the title of common area is conveyed and handed over to the association of allottees or the Competent Authority, as the case may be on obtaining completion certificate of Industrial Colony, which are not billed or tolled separately on basis of actual use, and are integral for the operations and maintenance of the Industrial Colony and as are described in greater detail in **Schedule A** to this Agreement.
- 3.2 The Parties further agree that within the overall scope of the Common Area Maintenance Services in **Schedule A**, METL may change the methodology/ technology/ processes involved in provision of these Common Area Maintenance Services to improve the quality/ viability of the said services. For the avoidance of doubt, it is further clarified that METL may modify expand or develop this list of Common Area Maintenance Services pursuant to statutory requirements and/or due to a Change in Law. In the event any material change in the list of services to be provided, other than by virtue of the statutory requirements, or there is a change in the methodology/ technology /processes involved in provision of any of these Common Area Maintenance Services, then METL would inform the Plot Owner regarding the requirements and benefits from such new service including the estimated cost thereof before commencement of the same.
- 3.3 The Plot Owner hereby agrees and acknowledges that: (a) Common Area Maintenance Services shall be provided by METL in the common areas of the Industrial Colony; and (b) METL shall provide the Common Area Maintenance Services either by itself or, at its sole discretion, by way of engaging other maintenance agency (ies)/ contractors, till the title of common area is conveyed and handed over to the association of allottees or the Competent Authority, as the case may be on obtaining completion certificate of Industrial Colony.
- 3.4 In order to facilitate equal user rights to all plot owners and for the smooth operation and maintenance of the Industrial Colony, METL has put-forth the Development Control and Services Guidelines. The Plot Owner agrees and undertakes to comply with the Development Control and Services Guidelines as formulated by METL, which will be applicable to all occupants of the Industrial Colony.

4. PAYMENT FOR COMMON AREA MAINTENANCE SERVICES:

- 4.1 In consideration of METL providing the Common Area Maintenance Services for the Industrial Colony, the Plot Owner agrees to pay Interim CAM Charges from date of execution of the Sale Deed or commencement of common area maintenance services, whichever is later, on a quarterly basis along with the applicable Taxes thereon, which shall be payable latest by 10th day of the first month of every quarter of a financial year upon receipt of the invoice from METL.
- 4.2 The Plot Owner shall also pay an interest free refundable security deposit to METL which shall be equal to the Interim CAM Charges payable for 3 (three) quarters of the year ("**CAM IFRSD**"), to secure the payment obligations of the Plot Owner to METL. In the event of any increase in the Interim CAM Charges, the Plot Owner shall within 30 (thirty) days after being invoiced by METL pay such further amounts as additional interest free refundable security deposit to METL so as to ensure that the CAM IFRSD is equivalent to the Interim CAM Charges payable for 3 (three) quarters of the year, at all times. CAM IFRSD shall be paid to association of allottees or the Competent Authority, as the case, when the title of common area is conveyed and handed over to them on obtaining completion certificate of Industrial Colony.
- 4.3 METL shall, within 90 (ninety) days from the end of the preceding financial year, notify the Plot Owner of the Actual CAM Charges incurred in respect of the Common Area Maintenance Services, which shall be determined based on the total actual expenses incurred by METL during the course of the relevant financial year. Thereafter the Interim CAM Charge Rate for the current year will be revised accordingly. METL will provide reasonable clarifications that may be required by the Plot Owner with regard to the details of the Actual CAM Charges within a period of 30 (thirty) days after receipt of request for such clarification by the Plot Owner. Provided that any such request for clarification shall not entitle the Plot Owner to delay the payment of the Interim CAM Charges to METL.
- 4.4 It is further agreed by the Parties, as follows:
- (a) If the difference between Interim CAM Charge Rate of the previous year and Actual CAM Charge Rate for the same year, per Clause 4.3 above, is a negative number, the Plot Owner shall pay such deficit amount of the CAM Charges within 30 days of invoice for raised by METL together with the payment of invoice for the subsequent quarter.
 - (b) If the difference between Interim CAM Charge Rate of the previous year and Actual CAM Charge Rate of the current year revised as per Clause 4.3 above, is a positive number, such difference shall be carried forward as a credit and adjusted against the Interim CAM Charge payable by Plot Owner in the immediately following quarter of the year. METL shall issue a statement in this regard to the Plot Owner.
 - (c) Plot Owner shall pay the amount payable as specified in the invoice issued by METL in full.

- (d) METL shall have a right to deduct any amount due and payable by the Plot Owner, beyond the time period provided in Clause 4.1 and Clause 4.2 hereinabove, along with interest at the rate of 12% (twelve percent) per annum on such amount from the CAM IFRSD.
 - (e) The deduction of the amount payable by the Plot Owner to METL for the CAM Charges shall not relieve the Plot Owner of its obligations to pay METL unless and until the Plot Owner replenishes the CAM IFRSD. The Plot Owner further agrees to replenish the CAM IFRSD within a period of 7 (seven) days from the date on which any deductions are made by METL towards the outstanding dues for the CAM Charges payable by the Plot Owner to METL.
- 4.5 All payments to be made by the Plot Owner under or in connection with this Agreement shall be made through electronic clearing system (ECS), which is to be credited to the designated bank account of METL or paid by cheque, or wire transfer.
- 4.6 In case of delay in payment of any invoice raised by METL , within the due dates as stated above, Plot Owner shall pay interest on such amount of dues payable, for the period of delay at the rate of 12% (twelve percent) per annum to METL. METL shall also have a right to discontinue the provision of the Common Area Maintenance Services and any / all of the other user paid services till the aforementioned payments and/or any dues on account of Government Charges are received from the Plot Owner.
- 4.7 The Parties further agree and acknowledge that due to a Change in Law, there may be a consequent change in the Interim CAM Charges for the supply/ provision of the Common Area Maintenance Services. The Plot Owner undertakes to pay the revised charges for the Common Area Maintenance Services on account of any upward revisions due to the Change in Law.

5. Limit on responsibility of METL and Obligation of Plot Owner

- 5.1 METL makes it clear to the Plot Owner that the METL may get the maintenance services done through various outside agencies under separate maintenance agreements with them. METL's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. METL accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, responsibility of providing watch & ward services in the Industrial Colony shall be entrusted to some outsourced security agency and the security agency may not guarantee or ensure full proof safety and security of Industrial Colony or their belongings and properties. METL shall not have any financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/mishap occurring in the Industrial Colony or any part thereof due to any lapse/failure/shortcoming of the staff of the security agency.
- 5.2 The Plot Owner shall ensure that the industrial/manufacturing processes, electro-mechanical devices/ systems and any other works or things done internally within the Plot or externally, shall not pose any kind of fire, electrical, structural, pollution, physical injury, harm, loss of property or life and health hazard to any person/unit for which the Plot Owner shall be solely responsible for all legal and financial consequences arising

therefrom. The Plot Owner agrees to keep METL indemnified and harmless against any loss or damage that may be caused to the other units/ occupants of other plots/unit(s) or any others person(s), their properties or common areas, services and facilities in this regard. The Plot Owner undertakes that it shall keep its units and belongings, duly insured in this regard.

6. STOPPAGE OF COMMON AREA MAINTENANCE SERVICES AND FORCE MAJEURE:

- 6.1 The Parties acknowledge and agree that the Common Area Maintenance Services require periodic/ scheduled maintenance. METL shall have a right to stop the provision / supply of the Common Area Maintenance Services to carry out such periodic / scheduled maintenance. The Parties further agree that METL shall have a right to stop the provision/ supply of Common Area Maintenance Services for carrying out any necessary repairs, and/or for the safety of the occupants of the Industrial Colony. The Parties also agree and acknowledge that METL may be required to make certain changes/ modifications to the Common Area Maintenance Services due to a Change in Law and it will have a right to stop the provision/ supply of the Common Area Maintenance Services to take requisite measures in compliance for such Change in Law.
- 6.2 The Parties acknowledge and agree that METL may not be able to provide Common Area Maintenance Services due to any conditions or reasons beyond the control of METL. METL shall not be obligated to continue to provide the Common Area Maintenance Services upon the occurrence and continuation of any Force Majeure Event. METL shall not be responsible if the provision of Common Area Maintenance Services is suspended or gets suspended during such period that a Force Majeure Event subsists and shall not be held liable for any damages; harm or damage caused to and/ or suffered by the Plot Owner during the existence of the Force Majeure Event.

7. CONFIDENTIALITY:

The terms and conditions of this Agreement are confidential, and the Parties shall not disclose the same to any third party without the prior written consent of the other Party except as required by Governmental Authorities and Courts.

8. TERM:

- 8.1 This Agreement shall be valid till METL is maintaining the services in the Industrial Colony, by itself or a maintenance agency in the Industrial Colony or till such time title of common area is conveyed and handed over to the association of allottees or the Competent Authority, as the case may be on obtaining completion certificate of Industrial Colony.
- 8.2 In the event the Plot Owner Transfers the Plot to a third party or person ("Transferee"), such Transferee, shall agree to abide by the terms and conditions of this Agreement (and execute an Agreement with METL for such provision of the Common Area Maintenance Services) and shall also forthwith furnish the amount towards the CAM IFRSD to METL.
- 8.3 The termination of this Agreement shall not affect the right of METL to recover any

amount due and payable by the Plot Owner to METL for the Common Area Maintenance Services provided by METL till the date of such termination/discontinuance of such services to the Plot Owner.

9. DISPUTE RESOLUTION MECHANISM:

- 9.1 This Agreement shall be governed in all respects by the laws of India. In case METL fails to provide the Common Area Maintenance Services detailed in Schedule 'A', except for reason of Force Majeure Event, then the Plot Owner shall lodge his grievance with METL. In the event, the grievance is not adequately redressed, then the matter shall be first sought to be resolved through conciliation process, wherein the CEO / senior officials of equivalent authority of the Parties, shall meet to discuss and resolve the dispute amicably. In the event, the conciliation process does not result in a settlement of the issues within a period of thirty (30) days from the date such dispute was notified, then such dispute shall be finally resolved through arbitration.
- 9.2 The Parties shall, at first, seek to appoint a sole arbitrator by mutual agreement. In the event the Parties are unable to agree on the choice of a sole arbitrator within a period of Thirty (30) days from the date of notice for appointment of an arbitrator issued by a Party, either party may apply to the relevant High Court having jurisdiction for the appointment of a sole arbitrator.
- 9.3 The arbitration shall be conducted in the English language. The award of the arbitrator shall be a reasoned award given in writing and will be final and binding upon the Parties. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Delhi/Gurugram, India. The arbitration shall be conducted in a time bound manner and in accordance with the 'fast track procedure' under the provisions of Section 29B of the Arbitration and Conciliation Act, 1996.
- 9.4 Unless otherwise determined during the arbitration process by the sole arbitrator, the Parties hereto shall: (i) share the cost of arbitration in equal proportion and (ii) bear its own legal expenses, including attorney fee.

10. ENFORCEMENT:

It is clearly understood and agreed between the Parties that all the provisions contained herein and the obligation arising there under, shall be equally applicable to and enforceable against any and all occupiers, tenants/ buyers/ employees of Plot Owner and/or subsequent Owner of the Plot, as the said obligations and rights go along with the said Plot for all intents and purposes.

11. ASSIGNMENT:

METL shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit, at its sole discretion.

12. MISCELLANEOUS:

12.1 Entire Understanding, Amendments and Waivers

This Agreement, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings and correspondence, including anything contained in the Agreement to sell, if any, between the Parties, relating to the subject matter of this Agreement. This Agreement is in consonance with and not in derogation to the Sale Deed. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same is in writing and signed by both the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The failure of either party to enforce at any time or for any period of time any provision(s) hereof shall not be constructed to be waiver of any provision(s) or of the right thereafter, to enforce any or each and every provision(s) of this Agreement.

12.2 Severability

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, un-enforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect, and such provision shall be replaced with legally valid provisions that most nearly reflects the same purpose as that of the deleted provision.

12.3 Notices

All notices, correspondence or other communications (other than invoices, bills, demand notes, claim documents, etc.) under or in connection with this Agreement shall be in English. Any notice to be given hereunder shall be in writing and shall either be delivered: (i) by hand against a written receipt; or (ii) by registered post. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Plot Owner: (to the address of the Plot, or)

Attention :
 Address :
 Contact No. :
 Email :

And

METL :

Attention : Sh. _____
 Address : Model Economic Township Limited,
 3rd Floor, 77-B, IFFCO Road, Sector – 18, Gurugram –
 122015 (Haryana)
 Contact No. :
 Email :

The Parties may change or provide such other address (es), email or facsimile number, as may be notified by that Party to any other Party from time to time by providing at least fifteen (15) days prior notice to the other Party. A notice shall be deemed to have been made or delivered in the case of any communication made by letter, when delivered by hand, or by mail (registered) at that address.

12.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and the Parties submit to the exclusive jurisdiction of the civil courts at Jhajjar, State of Haryana.

12.5 Relationship between Parties

No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties. No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.

12.6 Stamp Duty

The stamp duty, registration charges and other costs and expenses leviable on the execution of this Agreement shall be borne by Plot Owner.

12.7 No Consequential Losses or Damages

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss or damage, including loss of profit, suffered by such other Party.

12.8 Counterparts

This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same Agreement and each of which shall be deemed as original.

IN WITNESS WHEREOF THIS Agreement, has been executed by the duly authorized representatives of the Parties hereto on the day and year first above mentioned.

**For and on behalf of METL
Model Economic Township Limited**

For and on behalf of Plot Owner

(Authorized signatory, Sh. _____)

(_____)

1. Witness:

Name:
Aadhaar No.
Address:

2. Witness:

Name:
Aadhaar No.
Address:

Schedule A

Schedule of Common Area Maintenance Services

- (1) Security Services
 - (a) Entry/exit regulation
 - (b) Traffic management
 - (c) Patrolling in the Industrial Colony area for safeguard of people's movement and common infrastructure assets
 - (d) Emergency response – support such as summoning concerned Government Authority in case of any unfortunate event such as fire, vandalism, etc.

The security services shall pertain to areas outside the Plots sold/ leased out to the Plot Owner only and METL shall in no way be directly responsible for security services within the premises of the Plot(s).

- (2) Streetlight Services
 - (a) Ensuring proper functioning of streetlights
 - (b) Replacement of non-functioning street lights and wiring
 - (c) Periodic re-setting of street light timers
- (3) Conservancy & House Keeping
 - (a) Sweeping/cleaning of streets and roads
 - (b) Maintenance of non-street areas – prevention and clearing of litter in common areas
 - (c) Procurement and maintenance of implements for conservancy operations and replacement thereof
- (4) Landscape Maintenance (Creation & Maintenance of Greens, Plantations, open spaces)
 - (a) Cleaning and Watering of landscaped/green areas/ open spaces
 - (b) De-weeding and maintenance of landscaped/green area, water bodies, etc.
 - (c) Manuring & application of pesticides in landscaped/green area
 - (d) Procurement and maintenance of implements & consumables for landscape/greens maintenance and replacement thereof
 - (e) Replacement of dried elements of landscape/greens
- (5) Road Maintenance
 - (a) Repair of damaged road elements, including footpaths, kerbs & channels, markings, signage, cautionary lights, etc.
 - (b) Re-carpeting of roads on a periodic basis
- (6) Storm water drainage
 - (a) Periodic de-silting of storm water drains and reconstruction
- (7) Fire Tender
 - (a) Fire Protection services
- (8) Charges towards insurance and annual maintenance contracts (AMC) with Third Parties for the operation and maintenance of all electro mechanical equipments and any other equipment installed for rendering maintenance services including plants/ equipment etc.

(Note: METL, at its sole discretion, may add, delete, or modify the above mentioned list of the Common Area Maintenance Services for the Industrial Colony provided however it shall provide reasonable prior written notice to the Plot Owners.)

WATER SUPPLY AND SERVICES AGREEMENT

This agreement is executed at _____ on this _____ day of _____, 2020 (“**Agreement**”)

BY AND BETWEEN

MODEL ECONOMIC TOWNSHIP LIMITED, a company registered under the Companies Act, 1956, having CIN: U70109HR2006PLC036416 and PAN: AADCR4037Q with its registered office at 3rd Floor, 77 B, IFFCO Road, Sector 18, Gurugram-122015, Haryana, represented by its authorized signatory Sh. _____, duly authorized by Board resolution dated _____, hereinafter referred to as the “**METL**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns), party of the **FIRST PART**;

AND

[If the Plot Owner is a company]

_____ a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] having CIN no. _____ and PAN: _____, with its registered office at _____, represented by its authorized signatory, _____ (Aadhaar no. _____), duly authorized by board resolution dated _____, hereinafter referred to as the “**Plot Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees), party of the **SECOND PART**.

[OR]

[If the Plot Owner is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having registration no. _____ and PAN _____ with its principal place of business at _____ represented by its partner, _____ (Aadhaar no. _____), authorized by resolution signed by all the partners dated _____, hereinafter referred to as the “**Plot Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns), party of the **SECOND PART**.

[OR]

[If the Plot Owner is an Individual]

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

[OR]

[If the Two Plot Owner as Individuals]

1. Mr./Ms. _____ having PAN: _____ and Aadhaar no. _____, son/daughter/wife of _____, aged about _____, residing at _____, and 2. Mr./Ms. _____ (PAN: _____ and Aadhaar no. _____), son / daughter/wife of _____, aged about _____, residing at _____, hereinafter jointly referred to as the **"Plot Owner"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees), party of the **SECOND PART**.

[OR]

[If the Plot Owner is a HUF]

Mr. _____ having Aadhaar no. _____ and PAN: -----, son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, with its place of business / residence at _____, (PAN _____), hereinafter referred to as the **"Plot Owner"** (which expression shall unless repugnant to the context or meaning thereof, be mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees), party of the **SECOND PART**.

METL and Plot Owner may hereinafter be individually referred to as a **"Party"** or collectively as the **"Parties"**.

WHEREAS:

- A. METL is, inter alia, engaged in the development of an industrial colony in State of Haryana for which it has procured requisite licenses from the Government of Haryana under Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder (**"Industrial Colony"**).
- B. METL has executed a sale deed on _____ in favour of the Plot Owner (**"Sale Deed"**) for sale of plot no. _____, Street No. _____, Sector _____, Model Economic Township, Jhajjar admeasuring approximately _____ square meters situated within the Industrial Colony (**"Plot"**), on the terms and conditions as contained in the Sale Deed. In terms of the Sale Deed and the Infrastructure Services Agreement, METL has, inter alia, agreed to provide and/or arrange for the provision of Water Supply and Services (*as defined hereinafter*) to the occupants of the Industrial Colony on a specific use based charge or pay and use basis to be provided at a designated point at the battery limits of the Plot.
- C. METL has procured the relevant permissions and approvals for draw of surface water from the NCR Channel and the requisite pipelines will be laid in due course. As an interim solution till such time the requisite water supply lines and treatment system for supply of surface water are established, METL has sought permission for extraction of ground water and supply for industrial and domestic use and may provide such ground water during the time of unavailability of surface water.
- D. The Plot Owner has informed METL that the Plot Owner intends to obtain a maximum sanctioned requirement of Water (*as defined hereinafter*) up to _____ litres per day, comprising of:

- (a) Fresh Water (as defined hereinafter): _____ litres per day;
 (b) Treated Waste Water (as defined hereinafter): _____ litres per day;

and the Plot Owner has agreed to avail the Water Supply and Services from METL and/or the party designated by METL subject to the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

- 1.1 In this Agreement unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings as assigned to them hereunder:

“Applicable Law” means any central or state statutes, enactments, acts of legislature, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments, regulations, notifications, directions, directives, order or other pronouncements of any Governmental Authority, tribunal, court, or recognized stock exchange, including without limitation, the policies/ procedures issued by the Government of Haryana and/or any other pronouncements having the effect of law.

“Applicable Permits” means all clearances, licenses, registrations, permits, authorizations, consents and approvals required to be obtained or maintained under or pursuant to Applicable Laws.

“Application” shall have the meaning ascribed to it in Clause 4.1 of this Agreement.

“Change in Law” means the occurrence of any of the events stated hereinafter post the execution of this Agreement: (i) enactment of any new Applicable Law(s); (ii) the repeal in whole or in part or modifications of any existing Applicable Law(s); (iii) the change in interpretation or application of any Applicable Law(s) by a court of record as compared to such interpretation or application by a court of record, prior to the date of this Agreement; (iv) the imposition of a requirement for any Applicable Permit(s) not required on the date of this Agreement; (v) after the date of grant of any Applicable Permit(s), a change in the terms and conditions of such Applicable Permit(s) or the inclusion of any new terms and conditions to the Applicable Permit(s).

“Common Facilities” means the amenities, such as roads, road furniture, greens, parks, street lights, common drainage and other similar facilities developed or to be developed, as part of the Industrial Colony (including their safety and security).

“Competent Authority” or **“Governmental Authority”** means: (a) any Central, State, city, municipal, or local government, authority; or (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; (c) any regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court, tribunal, bench or arbitrator(s), in each case, having jurisdiction over any of the Parties, or the assets or operations of any of the Parties.

“Force Majeure Event” means any event or circumstance or a combination of events or circumstances set out hereinafter or the consequences thereof which affect or prevent METL and/or the agency designated by METL from performing its obligations in whole or in part under this Agreement and which event or circumstance is beyond

the reasonable control and not arising out of the fault of the METL and/or METL has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care and includes the following: (i) acts of God or events beyond the reasonable control of METL, which could not reasonably have been expected to occur such as fire, flood, earthquake, storm, volcanic eruptions, hail storms, lightning, explosions, whirlwind, cyclone, exceptionally adverse weather conditions etc. affecting the Industrial Colony; (ii) radioactive contamination, ionizing radiation; (iii) epidemic, famine, other epidemic quarantine; (iv) an act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast or explosion, politically motivated sabotage or civil commotion; (v) strikes, lockouts, agitations and labour disruptions (vi) destruction of any infrastructure beyond the control of METL resulting in the revocation of Applicable Permits etc. granted by Competent Authority(ies); (vii) Change in Law, action, order by Competent Authority(ies), action or act of commission or omission by Competent Authority(ies) not on account of default by METL; and, (vi) any judgment or order of any court of competent jurisdiction or Governmental Authority made against the METL.

“Fresh Water” means water sourced from a canal or extracted from the ground, with or without treatment.

“Development Control and Services Guidelines” means the guidelines issued by METL including the revisions and/or amendments thereof and the various circulars issued thereunder from time to time governing the development of the Industrial Colony, provision of common area maintenance services, Infrastructure Facilities, Infrastructure Services, various charges payable by the Plot Owner, and/or occupants in the Industrial Township, etc.

“HSPCB” means the Haryana State Pollution Control Board, Government of Haryana.

“IFRSD” shall have the meaning ascribed to it in Clause 6.1 of this Agreement.

“Industrial Colony” shall have the meaning ascribed to it in Recital A of this Agreement;

“Metering Devices” means the meters and any ancillary devices or components thereto, which are installed at the designated point of the Plot where: (a) the Water supply connections are provided by METL to the Plot Owner, and (b) meters and any ancillary devices or components thereto, for measuring the discharge of Waste Water by the Plot Owner;

“Mode of Payment” means either (a) electronic transfer of funds to the designated bank account of METL, or (b) by way of a demand draft drawn on any scheduled commercial bank in favour of ‘Model Economic Township Limited’;

“Sanctioned Limit” means the maximum requirement of Water as indicated by the Plot Owner in terms of Recital E above;

“Tax” or **“Taxes”** means any present or future taxes (including Goods and Services Tax, stamp duties, cess, surcharge, etc.), and any withholding obligations, duties and other charges of whatever nature levied by any Governmental Authority;

“Treated Waste Water” means the Waste Water which has been treated as per the standards mentioned at **Annexure 1** for supply to be used for non-potable purposes/processes;

“Waste Water” means and includes the effluent, internal drain water, used water and sewage water, which is discharged by the Plot Owner into the sewer lines of the Industrial Colony and meets the standards prescribed from time to time which at present are set out in **Annexure 3**;

“Water” means, collectively, Fresh Water and Treated Waste Water;

“Water Infrastructure Facilities” means the pipelines, sewer lines, storm water drain, pumps, motors, effluent treatment plant, sewage treatment plant, valves, ferrules, Metering Devices, water hydrants, fire hydrants and such other ancillary and incidental infrastructure laid down for providing Water Supply and Services;

“Water Supply Charges” means the charges, exclusive of any Taxes, payable by the Plot Owner to METL for availing supply of Water in accordance with the rates provided in the Development Control and Services Guidelines of METL from time to time;

“Water Supply and Services” means the supply of Fresh Water and Treated Waste Water and the collection and treatment of Waste Water at the sewage/effluent treatment facilities of METL and other incidental and ancillary services, which are provided to the Plot Owner in accordance with the terms of this Agreement; and

“Waste Water Treatment Charges” means the charges, exclusive of any Taxes, payable by the Plot Owner to METL for the treatment of the Waste Water, at rates provided in the Development Control and Services Guidelines of METL from time to time.

2. INTERPRETATION

2.1 For the purpose of this Agreement:

- (a) Words denoting the singular shall include the plural and vice-versa;
- (b) Words denoting a person shall include an any individual, proprietorship, company, corporation, partnership, joint venture, trust, unincorporated organization, Governmental Authority or agency or any other legal entity;
- (c) Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (d) Reference to any legislation or law or to any provision of law shall include references to any such law for the time being in force and unless repugnant to the context, to such amendments that may be carried out from time to time;
- (e) References to the word “include” or “including” shall be construed without limitation;
- (f) References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated;
- (h) A reference to a section, clause, paragraph, schedule, annexure, appendix is, unless indicated to the contrary, a reference to a section, clause, paragraph schedule, annexure, or appendix to this Agreement;
- (i) The recitals, appendices and schedules to this Agreement are a part of this Agreement and shall be enforced as if they were expressly set out in the body of this Agreement;

- (i) Any agreement, consent, approval, authorization, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hand of the duly authorized representative of such Party in this behalf and not otherwise; and
- (j) A reference to METL shall include any person and/or third party designated by METL as the estate manager for the Industrial Colony or a service provider appointed by METL for providing the Water Supply and Services for the Industrial Colony, as may be relevant to the context.

3. WATER SUPPLY AND SERVICES

- 3.1 Subject to the terms and conditions of this Agreement, METL agrees to provide the Plot Owner Water Supply and Services and the Plot Owner hereby agrees to avail from METL Water Supply and Services.
- 3.2 The Water will be supplied by METL at the designated point of the Plot at ground level. Save and except the duly authorized persons of METL, no person shall dig, open or in any way interfere with any ferrule, main pipeline, valve or hydrant connected with the Water works.
- 3.3 The Plot Owner hereby agrees that till such time the surface water supply is made available, METL will supply and the Plot Owner has agreed to receive its supply requirement of water through ground water extraction, permission for which METL has received from the Competent Authority. METL will extract and supply un-treated ground water on as is basis, till such time surface water is made available. The Plot Owner may, at its own cost and expense carry out any further treatment of water as per its own specifications / requirements.
- 3.4 METL will endeavor to provide the agreed quantum of surface water as per standards more specifically mentioned in Potable water standards prescribed in IS 10500: 2012, ground water **on as is basis** and Treated Waste Water as per standards mentioned in **Annexure 1** at a designated point of the Plot.
- 3.5 METL will supply Water on limited hours basis, at the discretion of METL, which the Plot Owner hereby agrees and acknowledges. The Plot Owner agrees that the Plot Owner shall make suitable separate provisions for storage of Fresh Water and Treated Waste Water and requisite pumping of Water inside the Plot at its own cost and expense.
- 3.6 METL's obligation to provide Water Supply and Services under this Agreement is only intended for the specific Plot for which it is provided.
- 3.7 Since the Plot Owner is not on zero liquid discharge and will discharge waste water into METL's sewage/effluent network, the Plot Owner undertakes to pay the cost of treatment of waste water, under this agreement or as determined by METL.

4. APPLICATION FOR WATER SUPPLY AND SERVICES

- 4.1 The Plot Owner agrees that for availing the Water Supply and Services, the Plot Owner shall make an application to METL for a Water connection in the form provided at **Annexure 2** of this Agreement ("**Application**"). Upon receipt of the Application, METL will examine the Application submitted by the Plot Owner and its demand for Water

Supply and Services within the Sanctioned Limit and in accordance with the infrastructure system of METL.

METL will present a cost estimate to the Plot Owner on the basis of immediate requirement of Water within the Sanctioned Limit and for connection to the Plot at the delivery point.

- 4.2 The Plot Owner shall pay the prescribed charges for connection of supply of Water which will be inclusive of connection charges, cost of plumbing materials, Metering Device at designated battery limits of the Plot and Interest Free Refundable Security Deposit (*defined herein after*) (collectively, "**Connection Charges**") for availing the Water Supply and Services from METL.

After acceptance of the duly completed Application and receipt of Connection Charges from the Plot Owner, METL shall approve the water supply connection and commence Water Supply and Services to the Plot Owner in terms of this Agreement.

Any additional / supplemental costs arising due to any unforeseen circumstances during the process of connection for provision of Water Supply and Services shall be intimated to the Plot Owner and shall be payable by the Plot Owner before commissioning of the connections.

5. INTERNAL PLUMBING, MONITORING, OPERATION AND METERING OF WATER SUPPLY AND SERVICES

- 5.1 The Plot Owner shall at its own cost and expense make suitable arrangements for usage of the Fresh Water and Treated Waste Water, like dual plumbing for flushing, provisions for horticulture, production process etc., including precautionary arrangements like colour coding of pipes, taps, fixtures, warning sign boards, etc., for safe utilization of Treated Waste Water and disposal of Waste Water within the premises, at all places.
- 5.2 The Plot Owner agrees and acknowledges that the monitoring, operation and maintenance of Water Supply and Services shall be as follows:

- (a) All Water Infrastructure Facilities and other fittings of the connection up to the Metering Device shall always remain under direct control of METL and access to these shall always be available to METL and its authorized officials, at any time for upkeep and maintenance, or for reading of the Metering Devices.

The Plot shall be connected to the Industrial Colony's Water Infrastructure Facilities through a control manhole located within the Plot and the Plot Owner shall utilize such connection for discharge of Waste Water. This control manhole shall be further connected to the main manhole of Industrial Colony's sewer network which connections shall be enabled only by the authorized personnel of METL.

- (b) The Plot Owner will promptly notify METL of any faults or any indication of malfunction of the supply line at the connection point, including Metering Devices, for the Plot. Upon receipt of such notification METL will, through its authorized personnel/ maintenance team, rectify the fault at the cost and expense of the Plot Owner in case such fault has been caused due to any act and omission on the part of the Plot Owner, persons working at the Plot and visitors of the Plot Owner.

All work of providing and laying of pipelines, drains and connections from the Metering Device and/ or for discharge of Waste Water from the Plot at the control manhole shall be carried out by the Plot Owner at its own cost and expense.

- (c) The Plot Owner shall be responsible for the safety and security of the connection, and fittings including the Metering Device installed on the Plot.

If the connection or any part of the Metering Device is found to be defective/damaged, METL shall notify the Plot Owner of such defect/damage. The Plot Owner shall be liable to get any such defect/damage rectified through METL at the cost and expense of the Plot Owner. Without prejudice to the foregoing, METL shall also have a right but not an obligation to get the defect/damage rectified at the cost and expense of the Plot Owner. Further, in the event that the Plot Owner fails to pay any cost, charges and expenses incurred by METL for rectification of any such defect/damage, METL shall have the right to appropriate any such outstanding demand from the IFRSD furnished by the Plot Owner and the Plot Owner shall be bound to replenish the shortfall in IFRSD forthwith. Additionally, the Plot Owner shall be liable to pay the Water Supply Charges and Waste Water Treatment Charges for the Water utilized during such period when the Metering Device remain defective on the basis of estimates prepared by METL.

In the event of any serious defects involving heavy wastage of Water and/or endangering the safety of the Industrial Colony, the connections may be disconnected by METL immediately, without any further notice.

- 5.3 The installation of Metering Device, verification and calibration of Metering Device and connections, disconnection of Water Supply and Services, closing of a connection for Water Supply and Services, re-connection, unauthorized interventions, modification or replacement of connection, change of ownership of connection shall be in accordance with the provisions of the Guidelines.

6. PAYMENT OF CHARGES FOR WATER SUPPLY AND SERVICES

6.1 Interest Free Refundable Security Deposit

- (a) The Plot Owner agrees that for the purpose of securing its payment obligations to METL for the Water Supply and Services provided under this Agreement, the Plot Owner shall pay an interest free security deposit to METL equal to the aggregate of all the Water Supply Charges and Waste Water Treatment Charges payable for 3 (three) months' supply of the Sanctioned Limit along with applicable Taxes (hereinafter referred to as "IFRSD"), to secure the payment obligations of the Plot Owner to METL.
- (b) In case the actual Water drawn for two consecutive months exceeds the Sanctioned Limits, then the Sanctioned Limit shall be deemed to be enhanced to such increased Water consumption and the provisions of this Agreement with respect to payment of Water Supply Charges, Waste Water Treatment Charges and IFRSD shall apply on the basis of such enhanced Sanctioned Limit.
- (c) In the event of any increase in the Sanctioned Limit, the Plot Owner shall within a period of 30 (thirty) days after being notified by METL pay such further amounts to

METL so as to ensure that the IFRSD is equivalent to the aggregate of the Water Supply Charges and the Waste Water Treatment Charges along with applicable Taxes payable for 3 (three) months based on the enhanced Sanctioned Limit.

- (d) In the event of suspension or cancellation of the Water Supply and Services due to delay in payment/non-payment of invoice by the Plot Owner, METL shall have the right to appropriate and set-off any such amount from out of the IFRSD or any part thereof to settle any dues towards any outstanding invoices raised by METL and/or its authorized agencies in relation to any services availed by the Plot Owner.

6.2 In the event that METL exercises its right to set-off from the IFRSD due to non-payment / delay in payment of any invoices by the Plot Owner, the Plot Owner, shall upon first demand by METL, top-up any shortfall in the IFRSD within a period of 7 (seven) days from the date of notice by METL.

6.3 **Charges for Water Supply and Services**

- a) The Plot Owner hereby agrees to pay the Water Supply Charges and Waste Water Treatment Charges along with all applicable Taxes to METL at the rates as applicable, from time to time. METL may, at its sole discretion, either provide a single invoice for the Water Supply and Services provided or separate invoices for Water Supply Charges and Waste Water Treatment Charges, in accordance with the Development Control and Services Guidelines and such decision of METL shall be final and binding on the Plot Owner. The Plot Owner is required to make full payment of the total invoice raised for the Water Supply and Service Charges in accordance with the Development Control and Services Guidelines. The invoice(s) for Water Supply Charges and Waste Water Treatment Charges will be rounded off closest to a Rupee. The pricing will be exclusive of any Taxes applicable on the basic pricing. Any Taxes, which result in any additional cost on METL, shall be duly reflected in the pricing in accordance with the Applicable Law.
- b) In case the actual drawl of water (fresh water or treated waste water) is less than 50% (fifty percent) of the Sanctioned Limit, Plot Owner agrees to pay water charges calculated for drawl of minimum of fifty percent of Sanctioned Limit.
- c) In case the average Water drawn is over and above the Sanctioned Limit in a calendar month/bill cycle, then the Plot Owner agrees to pay enhanced charges at the rate, as applicable in the Development Control and Services Guidelines, from time to time, for draw of Water over and above the Sanctioned Limit.
- d) Any delay in payment of any invoice amount or part thereof for Water Supply Charges and Waste Water Treatment Charges beyond the 10th day of the month will attract interest at the rate of 12% per annum (twelve per cent) compounded on quarterly rests up to 30 (thirty) days from the due date of such invoice and in case of a delay beyond 30 (thirty) days from the due date of payment, an additional interest of 6% per annum (six per cent), which is in addition to the aforementioned interest of 12% per annum (twelve per cent) shall be payable with effect from the due date of payment for the Water Supply and Service Charges. In the event of any delay beyond the period of 60 (sixty) days from the due date of payment of such invoice, METL shall have the right to disconnect the supply and discontinue the Water Supply and Services. Provided that upon payment of all outstanding dues by the Plot Owner, together with interest (including any additional interest) thereon and the reconnection charges, METL will resume such services to the Plot Owner within 48 (forty eight) hours of receipt of all outstanding dues.

- e) It is further clarified that METL's right to charge interest on the outstanding amounts payable by the Plot Owner under this Agreement, shall not, in any manner be curtailed on account of the availability of the IFRSD provided by the Plot Owner and METL shall have a right to set off any amount payable as interest and additional interest, if applicable, on such amounts from the IFRSD.

6.4 All payments to be made by the Plot Owner in pursuance of this Agreement including without limitation the Connection Charges, IFRSD, Water Supply Charges, Waste Water Treatment Charges, shall be payable to METL in accordance with the Mode of Payment and the Plot Owner shall intimate METL that the payment has been made by email along with a fund transfer confirmation report or deliver the demand draft at the designated office on or before the last date of payment, as the case may be.

7. OBLIGATIONS OF THE PLOT OWNER

7.1 The Plot Owner irrevocably agrees, declares, confirms and undertakes that the Plot Owner shall abide by the terms and conditions of this Agreement and the Development Control and Services Guidelines and the Plot Owner shall neither directly nor indirectly through any other person do, permit, allow or cause to be done any of the following:

- (a) dig bore-wells to create source of water within the Plot area, or any other location within area of the Industrial Colony without obtaining the prior permission from METL;
- (b) use or offer or permit to be used a connection in such a way as to cause waste or unauthorized use of Water;
- (c) re-open any connection that has been stopped or reconnect the connection pipe with the supply main when the connection pipe has been served from the said main except with the permission of the METL;
- (d) use or permit any contrivance having the effect of joining the METL system of pipes with any other source of water not belonging to METL or any cistern or other receptacle used for storage or rain water;
- (e) alter the index to any meter or prevent any meter from duly registering the quantity of Water supplied;
- (f) install any booster pumps directly on the water supply line, carrying Water from Water Infrastructure Facilities; and/or
- (g) allow the flow of Water or use Water before it has been registered and a Metering Device has been installed for the purpose of measuring the same;
- (h) use Fresh Water supplied by METL for an industry/ establishment within the Industrial Colony, for any of the following purposes:
 - (i) any trade, manufacture or business other than specified in this Agreement;
 - (ii) any fountains, swimming, or for any ornamental purpose;
 - (iii) gardening or for purpose of horticulture / irrigation;
 - (iv) watering roads or paths; and/or
 - (v) for flushing purposes
 - (vi) for purpose of vehicle washing;

- (i) place or deposit any human or animal excreta, garbage, solid waste, industrial waste, hazardous, bio-medical waste or any other objectionable waste in insanitary manner within its premises or any such action that might contaminate the run-off into the sewer system or the Industrial Colony;
- (j) store acids, synthesis or other harmful substances in any locations/ rooms connected directly to the Water Infrastructure Facilities or any natural outlet;
- (k) discharge polluted water/ industrial effluent into any natural water course or channels outside or within the Industrial Colony with or without treatment;
- (l) not to discharge into the sewer connection:
 - (i) any form of fats, wax, grease, tars or oils whether emulsified or not, in excess of 20 mg/L or containing substances which may solidify or become viscous at temperature between zero degree centigrade and minus ten degree centigrade;
 - (ii) any petroleum products, fuel, calcium, naphtha cleaning solvents or other inflammable and/or explosive in liquid or gaseous form;
 - (iii) any solid viscous substance in quantities or of such size of specific gravity as would be capable of causing obstruction to the flow on sewer or other interference with the proper operation of the sewage; and/or
 - (iv) wastes such as, but not limited to, ashes, cinders sand stone, dust, mud, straw, shavings; metal, glass, rags, feathers far plastics, wood fullers, earth link slurries and residues, pulp, and paper mill water, underground garbage, paper dishes, cups, food containers, flesh, bones, animal products, residues, etc., either whole or ground by garbage grinders;
- (m) not to connect any water supply pipes directly to any water closet, urinal, and steam boiler or to any hot water system or any apparatus used for heating or any closed vessel, other than through a cistern/ tank of an appropriate size; and
- (n) not to extend or make any arrangement to facilitate Water Supply and Services to any third party or to another Plot Owner and not use the Water as a product for sale.
- (o) The Plot Owner shall provide for dual system of 2 (two) pipelines, one pipeline shall be for the supply of Fresh Water and the second pipeline shall be for the supply of the Treated Waste Water.

7.2 The Plot Owner can discharge the Waste Water generated within the Plot into the external sewer connected at the battery limits of the Plot only after undertaking the treatment of the Waste Water, as contemplated and subject to the conditions that: (i) Plot Owner shall segregate the sewage, i.e., waste water generated by human consumption/ activities and effluent, i.e., chemical waste generated during the various processes of production within the Plot; (ii) Plot Owner will pre-treat the waste water before discharging the same into the external sewer, in order to bring down the characteristics of the effluent to the inlet quality parameters as prescribed by METL in **Annexure 3** and (iii) Plot Owner will pay the applicable Waste Water Treatment Charges to METL as per the invoice raised by METL from time to time, (iv) Plot Owner will, in proportion to the Water supplied, take the Treated Waste Water supplied by the

METL for non-potable / process use.

- 7.3 The Plot Owner acknowledges that in order to monitor compliance by the Plot Owner with the requirements for treatment of Waste Water discharged from the Plot into the sewer connection for the Industrial Colony, METL may collect samples on random basis from the Plot and all its discharge locations in order to confirm the compliance by the Plot Owner. In case the samples result in non-compliance of discharge parameters then METL shall have the right to close the connection of discharge of Waste Water and / or stop the supply of Water. Any non-compliance shall be subjected to further levy of penalty and/ or action as defined in this Agreement and/or the Development Control and Services Guidelines and/or the Applicable Law. METL shall have a right to report such non-compliance to HSPCB and relevant Governmental Authority. Further, the Plot Owner shall be bound to indemnify METL, its personnel and officers against any loss or damage due to any failure on part of the Plot Owner to comply with the requirements for treatment of Waste Water discharged from the Plot.
- 7.4 The Plot Owner acknowledges that the provisions of this Agreement are in addition to and not in derogation of the Development Control and Services Guidelines and the Plot Owner undertakes to ensure compliance with each of the terms and conditions of this Agreement and the Development Control and Services Guidelines, which shall be deemed to have been incorporated herein by this reference and shall form part of the binding obligations of the Plot Owner under this Agreement.
- 7.5 In the event that the Plot Owner violates of any of the covenant and/or conditions as mentioned in this Agreement and/or the Development Control and Services Guidelines, METL shall have the right to immediately disconnect the Water Supply and Services to such Plot, and apart from any amount payable by the Plot Owner for the Water Supply and Services and the costs and expenses for repairs/ remediation of any losses or damages caused due to such violation, the Plot Owner shall fully indemnify METL, its personnel and officers against any loss or damage suffered by them due to such non-compliance/ breach.

8. STOPPAGE OF WATER SUPPLY AND SERVICES AND FORCE MAJEURE

- 8.1 The Parties acknowledge and agree that the Water Supply and Services require periodic/ scheduled maintenance. METL shall have a right to stop the Water Supply and Services for carrying out such periodic/scheduled maintenance with 7 (seven) days prior notice to the Plot Owner. The Parties further agree that METL shall have a right to stop the Water Supply and Services for carrying out any emergency repairs for the continuous provision of Water Supply and Services, and/or for the safety of the occupants of the Industrial Colony. The Parties also agree and acknowledge that METL may be required to make certain changes/ modifications to the Water Infrastructure Facilities due to compliance requirements pursuant to a Change in Law and that in such an event METL shall have the right to stop the provision/ supply of the Water Supply and Services to take requisite measures in compliance with such Change in Law.
- 8.2 METL shall have a right to stop/ discontinue the Water Supply and Services without any prior notice where any invoice(s), Government Charges or any other dues payable by the Plot Owner to METL remain outstanding beyond a period of 60 (sixty) days from the due date of such payment till the entire amount due and payable to METL (along with Taxes and any interest payable on the amount due) is paid in full by the Plot Owner to METL and METL will resume water supply to the Plot Owner within 48 (forty eight) hours after receiving payment of entire due amount, including interest and additional

interest.

- 8.3 METL shall have the right (but not an obligation) to terminate this Agreement by giving an advance notice of 7 (seven) days to the Plot Owner in the event that the Plot Owner is in breach of any of its obligations in terms of this Agreement. The termination of this Agreement shall not affect the right of METL to recover any amount due and payable by the Plot Owner to METL for Water Supply and Services provided by METL to the Plot Owner.
- 8.4 The Parties acknowledge and agree that METL shall not have any obligation to provide the Water Supply and Services upon occurrence of a Force Majeure Event. Upon occurrence of any of the Force Majeure Event, METL will inform the Plot Owner without any delay as soon as possible and after receiving the information from METL, the Plot Owner shall make alternate arrangement for Water during the subsistence of Force Majeure Event(s). METL shall not be responsible if the provision of Water Supply and Services is suspended or gets suspended during such period that any Force Majeure Event subsists and shall not be held liable for any damages; harm or damage caused to and/ or suffered by the Plot Owner (or any person or party claiming through the Plot Owner) during the existence of the Force Majeure Event or on account of any interruptions of Water Supply and Services.
- 8.5 In the event of any break in the Water Supply and Services attributable to METL and which is capable of being remedied by METL (and is not on account of any third party, orders, directions or instructions of any Governmental Authority or due to a Force Majeure Event) METL shall within a period of 7 (seven) days undertake to remedy the defect/default or any component thereof in the Water Supply and Services. During such break period the Plot Owner may source water from alternative agencies till such time METL resumes the Water Supply and Services.

9. COMPLIANCE WITH APPLICABLE LAWS/ APPLICABLE PERMITS/ DEVELOPMENT CONTROL AND SERVICE GUIDELINES FOR INDUSTRIAL COLONY OCCUPANTS:

- 9.1 The Plot Owner, and/or its transferee (s), and the persons claiming through or under them shall be responsible for complying at its/their cost and risk with the Applicable Laws relating to the development, construction, completion, implementation, operation and maintenance of its business operations, including local and municipal laws. The Plot Owner shall be solely and entirely responsible for compliance with the terms and conditions of any Applicable Permits issued by HSPCB and/or any Governmental Authority.
- 9.2 The Parties agree that METL, as the developer of the Industrial Colony has formulated Development Control and Services Guidelines which are applicable to the occupants of the Industrial Colony. The Plot Owner agrees and undertakes that it shall comply with the Development Control and Services Guidelines and other regulations and by-laws that may be formulated by METL from time to time, as the licensed developer of the Industrial Colony and which are applicable to all occupants/industrial units located within the Industrial Colony.
- 9.3 Except as expressly provided in this Agreement, Plot Owner, and/or its transferee (s) shall carry out and perform its rights, covenants and obligations under this Agreement at its own cost and risk. The Plot Owner shall be fully responsible for and shall bear the financial risks relating to the Plot Owner's business activities carried out on the Plot and for all its rights and obligations under or pursuant to this Agreement.

10. EXCLUSIVE RIGHTS FOR PROVISION OF WATER INFRASTRUCTURE SERVICES

- 10.1 The Plot Owner acknowledges and recognises that METL has made and will be making huge and substantial investments for development of infrastructure and for the provision of Common Facilities and Infrastructure Services in the Industrial Colony. Therefore, the Plot Owner agrees that, in consideration of the investments that METL has made and will be making in the Industrial Colony, METL shall, subject to Applicable Law, have the sole and exclusive rights to provide the water Infrastructure Services.
- 10.2 The Plot Owner further acknowledges and recognises that METL as the developer and promoter of the Industrial Colony is best suited to provide the services and recognising the need to have cohesive and uniform standards of service across the Industrial Colony and has accordingly agreed that METL shall be the sole provider of Infrastructure Services in the Industrial Colony unless authorized by METL.
- 10.3 The Plot Owner shall not do any act, deed or thing which in any way affect the sole and exclusive rights of METL in providing the Infrastructure Services.

11. DISPUTE RESOLUTION MECHANISM

- 11.1 This Agreement shall be governed in all respects by the laws of India. All disputes arising in connection with this Agreement shall be first sought to be resolved through conciliation process wherein the CEOs or the persons designated by them on behalf of METL and Plot Owner shall meet to discuss and to amicably resolve the dispute and proceedings of each and every meeting so held shall be reduced into writing duly signed by representatives of both Parties. In the event the conciliation process does not result in a settlement of the issues within a period of 30 (thirty) days from the date such dispute was notified or as may be mutually extended by both Parties, then such dispute shall be resolved through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Gurugram/New Delhi, India.
- 11.2 The Parties shall, at first, seek to appoint a sole arbitrator by mutual agreement. In the event the Parties are unable to agree on the choice of a sole arbitrator within a period of 15 (fifteen) days from the date of notice for appointment of an arbitrator issued by a Party, either Party may apply to the relevant High Court having jurisdiction for the appointment of a sole arbitrator.
- 11.3 The arbitration shall be conducted in the English language. The award of the arbitrator shall be final and binding upon the Parties. The arbitration award shall be a reasoned award given in writing and will be binding on the Parties. The arbitration proceedings shall be conducted in accordance with the 'fast track procedure' under the provisions Section 29B of the Arbitration and Conciliation Act, 1996.
- 11.4 The Parties hereto shall share the cost of arbitration in equal proportion. Each Party shall bear its own legal expenses, including attorney fee.

12. CONFIDENTIALITY

The terms and conditions of this Agreement are confidential, and the Parties shall not disclose the same to any third party without the prior written consent of the other Party except as required by Governmental Authorities and Courts.

13. MISCELLANEOUS

13.1 Validity, Amendments and Waivers

This Agreement shall remain in force and binding upon the Parties unless terminated by METL and/or by act of Parties duly recorded in writing. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same is in writing and signed by both the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13.2 Severability

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, un-enforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect, and such provision shall be replaced with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision.

13.3 Notices

All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English language. Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, or recognized international courier. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Plot Owner: (to the address of the Plot, or)

Attention :
 Address :
 Contact No. :
 Email :

And

METL :

Attention : Sh. _____
 Address : Model Economic Township Limited,
 3rd Floor, 77-B, IFFCO Road, Sector – 18, Gurugram –
 122015 (Haryana)
 Contact No. :
 Email :

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and (ii) in the case of any communication made by facsimile, when

transmitted properly, addressed to such facsimile number. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

13.4 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India and the original court of civil jurisdiction at Jhajjar, Haryana shall have jurisdiction over all matters arising out of or in relation to this Agreement.

13.5 **Relationship between Parties**

No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties. No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party.

13.6 **Stamp Duty**

The stamp duty, registration charges and other costs and expenses leviable on the execution of this Agreement shall be borne by Plot Owner.

13.7 **No Consequential Losses or Damages**

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.

13.8 **Counterparts**

This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same Agreement and each of which shall be deemed as original.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of **METL**
Model Economic Township Ltd.

For and on behalf of **Plot Owner**

(Authorized signatory, Sh. _____)

(Authorized signatory, Sh. _____)

In the presence of witness:

1.Witness

2.Witness

Name:
Aadhaar No.:
Address:

Name:
Aadhaar No.:
Address:

Schedule A

Indicative Rates for Infrastructure Services

S. No.	Infrastructure Services	Indicative Rates
1.	Water supply	
(a)	Ground water	<p>(a) Rs. 8/- per KL at the battery limits on an as is where is basis and without any treatment;</p> <p>Rs. 70/- per KL at battery limits provided METL undertakes RO treatment to meet drinking water standards</p>
(b)	Surface water	<p>METL is making efforts to bring in surface water supply.</p> <p>The cost of surface water supply post treatment as drinking water is currently estimated to be Rs. 20/- per KL +/- 20%.</p> <p>Actual cost will be provided once the infrastructure is built and made operational.</p>
2.	Electricity	UHBVNL will directly charge these to the consumer.
3.	Treatment of Waste Water	The current estimated cost of treatment of waste water will be Rs. 50/- per KL +/- 20%. Actual costs will be provided once the infrastructure is built.
4.	Supply of Treated Waste Water	Rs. 8/- per KL at the battery limits post the treatment of waste water
5.	Solid Waste Management	This service will be outsourced to an agency and the charges are yet to be determined.
6.	Right of way charges	The charges will have to be determined on a case to case basis.

Annexure-1**Treated Water Characteristics generated from ETP**

S.no	Parameters	unit	Standard
1.	pH,		7.5-7.8
2.	BOD	mg/l	< 5
3.	COD	mg/l;	< 20
4.	Oil & grease	mg/l;	< 2
5.	Suspended Solid	mg/l;	< 5
6.	Ambient temperature	deg C	-
7.	Total nitrogen (T-N)	mg/l	10
8.	Total phosphorus (T-P)	mg/l	-

Annexure-2

Common Application form for Water Services
Application for connection to Water Supply Network, Recycled Treated Wastewater
Network, Sewer Network & Storm Water Drains of MET

Dated: _____

From:

.....

To
 The Estate Manager,
 Model Economic Township Ltd.

1. That I / We have been allotted industrial / commercial / institutional plot no._____ measuring _____ sqm in Sector/Phase_____ at MET.
2. I / We hereby make an application for connection to Water Supply Network, Recycled Treated Wastewater Network, Sewer Network & Storm Water Drains of MET at the above premises and agree to pay such charges as the Model Economic Township Limited (METL) may fix time to time.
3. I/We request for the connections for the following:

a. Potable Water Demand	:	KLD
b. Non Potable Water Demand	:	KLD
c. Sewage Discharge	:	KLD
d. Storm Water Runoff	:	As per standards of METL.
4. I/We hereby undertake:
 - a. To act in conformity with the service agreement(s), and guidelines as per the Development Control and Services Guidelines of MET, and the amendments therein time to time.
 - b. That I/We shall dispose of the sewerage effluent/wastewater having its characteristics within the norms/general standards for discharge as prescribed by METL with amendments time to time.
 - c. That as and when desired/required, I/We shall install the measuring device(s) and character parameters indicator/sensor(s) to enable monitoring through SCADA system, of some standard make preferably ISI marked, at my/our own cost for measurement and to ascertain the characteristics of The discharge from my/our unit and this meter/devices/sensor will be accessible to the inspection team of METL/HSPCB or any other authority.
 - d. That I/We am/are aware that if my unit emanates Trade Effluent besides sewerage, I/We will install the Effluent Treatment Plant so as to bring the parameters within the limits prescribed for disposal in to public sewers. Any laxity on this account on my/our part will invite action/penalty for which I/We shall be responsible.
 - e. That I/We agree to pay the waste water collection charges and the treatment

charges of the effluent as the METL may fix time to time. In case of delay in payment of the aforesaid charges, I/We agree to pay interest along with penalty as applicable for the delayed payment.

- f. I/We shall intimate METL if discharge from my/our unit exceeds the connection limit.
 - g. That the inspection team of METL /HSPCB or any other authority can inspect my/our unit to verify the above aspects at any time with or without notice.
 - h. That I/We will not install the bore well for extraction of water in the unit without the permission of METL /CGWA/HSPCB, the default on this account will invite penalty.
 - i. I/We agree that the METL shall with or without notice, have the power to close the sewer connection or the water connection at any time to my premises at its discretion/ necessity for any reason whatsoever.
 - j. I/We hereby undertake to give the METL due notice if any additions and/or alternation to the above mentioned services which I/We desire to make.
5. I/We submit/ remitted herewith vide NEFT/ RTGS reference/ demand draft no._____ dated_____ drawn on _____Bank, _____Branch amounting to Rs. _____ favoring Model Economic Township Limited, towards application fee, security & connection fees.
 6. My/our email id is_____
 7. My/our Mobile Number is_____

Signature:

Name:

of the Allottee /applicant

Encl.:

1. Demand Draft.
2. Service Agreement

Annexure-3**Inlet Quality Parameters for discharging Sewage / Effluent into sewer network of MET**

S. No.	Parameter	Unit	Standards for Discharging Effluent into MET Sewer
1	Colour and odour	-	
2	Total Suspended Solids, Max.	mg/L	600
3	Particulate size of suspended solids, Max		
5	pH		5.5-9
6	Temperature	°C	
7	Oil and grease, Max.	mg/L	20
8	Total residual chlorine Min.	mg/L	
9	Ammonical nitrogen (as N), Max.	mg/L	50
10	Total Kjeldahl Nitrogen (as N), Max.	mg/L	
11	Free ammonia (as N), Max.	mg/L	
12	Biochemical Oxygen demand (5 days at 20°C), max.	mg/L	350
13	Chemical Oxygen Demand, max.	mg/L	
14	Arsenic (as As), max.	mg/L	0.2
15	Mercury (as Hg), Max.	mg/L	0.01
16	Lead (as Pb), Max.	mg/L	1
17	Cadmium (as Cd), Max.	mg/L	1
18	Hexavalent Chromium (as Cr ⁺⁶), max.	mg/L	2
19	Total chromium (as Cr.), Max.	mg/L	2
20	Copper (as Cu), Max.	mg/L	3
21	Zinc (As Zn.), Max.	mg/L	15
22	Selenium (as Se.), Max.	mg/L	0.05
23	Nickel (as Ni), Max.	mg/L	3
24	Boron (as B), Max	mg/L	2
25	Percent sodium, Max	mg/L	6
26	Residual Sodium Carbonate, Max	mg/L	
27	Cyanide (as CN), Max.	mg/L	2
28	Chloride (as Cl), Max	mg/L	1000
29	Fluoride (as F), Max.	mg/L	15
30	Dissolved Phosphates (as P), Max.	mg/L	
31	Sulphate (as SO ₄), Max	mg/L	1000
32	Sulphide (as S), Max.	mg/L	
33	Pesticides, Max	mg/L	Absent
34	Phenoile compounds (as C ₆ H ₅ OH), Max.	mg/L	5
35	Radioactive materials :		
	(a) Alpha emitter, Max	micro curie /ml	10 ⁻⁷

	(b) Beta emitter, Max	micro curie /ml	10^{-6}
36	Bio-assay test		90% survival of fish after 96 hours in 100% effluent
37	Manganese (as Mn), Max	mg/L	2
38	Iron (as Fe), Max	mg/L	3
39	Vanadium (as V), Max	mg/L	0.2
40	Nitrate Nitrogen (as N), Max	mg/L	-