

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this .

**BY AND BETWEEN**

**M/s Breez Builders and Developers Pvt. Ltd(CIN No. U45204HR2011PTC077957)**, a land development company incorporated under the provisions of The Companies Act having its registered & corporate office at P- 903-905, 9th Floor, C-Wing, JMD Megapolis, Sector-48, Sohna Road, Gurugram, Haryana (PAN - AAECB8383N), represented by its authorized signatory **Mr. Jitender Janghu**(Aadhar no. 638157415466), **Mr. Ajay Goyal**(Aadhar No. 235865085626 **Mr. Rajeiv Jain**(Aadhar No. 556716891857) and **Mr. Jitender Kumar** (Aadhar No. 385698708595) duly authorized vide board resolution dated 01/12/2017 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 permitted assignees), of the **ONE PART**.

AND

, (Aadhar no. \_\_\_\_\_) son / daughter of , aged about \_\_\_\_\_, residing at , (**PAN No.** ), hereinafter called the "First 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 assignee).

Mr./Ms. , (Aadhar no. \_\_\_\_\_) son / daughter of , aged about \_\_\_\_\_, residing at , (**PAN No.** ), hereinafter called the "**Joint 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 assignee).

(OR)

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, permitted assignee).

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(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, permitted assignee).

The Promoter and Allottee (s) shall hereinafter collectively be referred to as the “**Parties**” and singularly as a “**Party**”.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section” means a section of the Act.
- (f) “Policy” means the Haryana Government Affordable Housing Policy, 2013
- (g) “Common Areas and Facilities” mean and Includes:
  - a. The land on which the project is located and all easements, rights and appurtenances belonging to the project,
  - b. The foundation, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, Stairways, fire escapes, refuge area, mummies, lifts and entrances and exits of the project;
  - c. Installation of common services, such as power, light, water, sewerage, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floor;
  - d. The area under the built-up community buildings (one community hall and one Anganwadi-cum-crèche);

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of 26//17/2,18/1, 18/3, 18/4/1, 18/5, 19, 22/2, 23/1, 23/2, 24,35//1/2,2/1,3/1,4/1,36//3/2/1,4/1,5/1 totally admeasuring 9.95475 acres situated at sector 33, Sohna, District Gurugram, Haryana (“**Said Land**”) vide Mutation No. 1672-1675 and 1946 registered at the office of the Sub-Registrar, Sohna Tehsil, District Gurugram.
- B. The Said Land is earmarked for the purpose of developing an Affordable Group Housing Colony project, comprising twenty building/towers consisting of self-contained independent apartments along with common /support infrastructure, parking sites, and a community building (community hall, anganwadi - cum - creche) in terms of the provisions of the Haryana Affordable Group Housing Policy, 2013 including commercial building and the said project shall be known as ‘**Global Heights**’.
- C. 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;
- D. The Director General Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as “**DGTCP**”) has granted the approval/sanction to develop the Project vide approval dated 16/07/2014 . bearing the license No67 of 2014.
- E. The Promoter has obtained approval on the layout plan/demarcation plan/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from DGTCP. The Project is being developed by the Promoter in accordance with the approvals and sanctions, as aforesaid, and other regulatory authorities and is being developed in terms of the provisions of Affordable Group Housing Policy, 2013, issued by Government of Haryana vide Town and Country Planning Department notification dated 19.08.2013, (hereinafter referred to as the “**Policy**”). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the Act and other laws as applicable. *Contd...*
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula on 28-08-2017 under registration no. 130 of 2017.

G. The Allottee had applied for residential apartment in the said Project vide his application No. dated together with required affidavit and undertaking in terms of the said Policy.

Pursuant to the aforesaid application, in the draw held on 04 July, 2019 and in the presence of officials of DGTCP/DC, Gurugram an Apartment No. , in Block/Tower , (herein "**Said Building**") having a Carpet Area of sq. ft. & Balcony Area of sq. ft. on, together with the two wheeler parking, in the Project, as permissible under the applicable law and right in the common areas (" **Common Areas and Facilities**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**) was allotted to the Allottee, in terms of the Policy and on such other terms and conditions as appearing hereinafter.

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. WHEREAS the Allottee acknowledges that the Promoter has provided all the information and clarifications as required by the Allottee(s) and that the Allottee(s) has relied on its own judgment and without any inducement by any of the agent or representative of the Promoter. The Allottee(s) further agrees that he/they has/have verified the terms & conditions of this agreement after having fully investigating and thereafter being fully satisfied about the above have decided to enter into this Agreement and to purchase the Said Apartments described hereinafter.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- 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 hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Apartment as specified in para G.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee the said apartment along with the two wheeler parking, as per the Policy, as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area is /- () ("Total Price"). "Carpet Area" shall mean as defined in Haryana Building Code. The break up and description of the total price is attached as **SCHEDULE - A**.

Tower No. - Type - Floor - Unit No. -	Rate of Apartment per square feet on Carpet Area Basis  Carpet Area- Rs 3600/sq ft Balcony Area- Rs 500/sq ft
Total Price(i/e GST & Stamp Duty)*	

\* GST & Stamp Duty will be levied on the basis of prevalent rules of the Government.

Explanation:

- i. The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Apartment for Residential use along with two wheeler parking;

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- ii. The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes) etc. which may be levied, in connection with the construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Apartment for Residential along with two wheeler parking to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee(s) to the promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies/EDC etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee(s);

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (a) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective, as and when a demand is raised by the promoter;
- iv. The Total Price of Apartment for Residential usage along with two wheeler parking includes recovery of price of land, development/ construction of not only of the Apartment but also of the Common Areas including taxes as per Schedule 'D' and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for Residential as per Schedule 'E' of the Agreement along with two wheeler parking in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 The Promoter, subject to the provisions of Affordable Housing Policy, may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments. The rate of interest shall be the State Bank of India interest rates for term deposits for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities.

Provided further that the promoter shall have the right to make any alterations, additions, improvements, repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment within the said project and the allottee shall have no right to raise any objection whatsoever or make any claim on this account.

1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee(s) after the construction of the unit is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days

with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the said Apartment along with the two wheeler parking as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the said Apartment along with the two wheeler parking.
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion/completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State and subject to compliance of Affordable Housing Policy, 2013.
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment at appropriate time without causing hindrance in the construction activity being undertaken by the Promoter.

1.9 It is made clear by the Promoter, and the Allottee agrees, that the Apartment along with the two wheeler open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the said Project.

That it is understood and agreed to, by the Allottee(s), that Said Apartment along with right to use the Parking Space will be treated as a single indivisible Apartment for all purposes. The Allottee(s) agrees that the Parking Space allotted to the Allottee for the exclusive right to use of the Allottee is inseparable and an integral part of the Said Apartment. The Allottee(s) has no right to sell / transfer or / deal with the Parking Space independent of the Said Apartment. The Allottee(s) undertakes to park the vehicles in the Parking Space allotted to Allottee(s) and not anywhere else in the Said Complex.

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

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) as booking amount being part payment towards the Total Price of the said Apartment along with the Two Wheeler Parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment along with the two wheeler parking as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

1.12. The company shall invite applications through concerned Senior Town Planner (STP) by advertising at least three times in three newspapers (one leading English national daily and two in Hindi language having circulation of more than 10,000 copies in the state). The applications shall be invited online by concerned STP of the respective circle and then allotment shall be made by the company. The first draw of lots shall be held within four months from the date of first advertisement and there should be a gap of at least three months between any such two advertisements. After three such attempts by STP, the company will make allotment of flats on 'First come first serve basis' but on pre-defined rates as per Affordable Housing Policy, 2013".

- 1.13. In case of re-allotment resulting after surrender of flats as well as allotment of left over flats, the maximum amount recoverable at the time of such allotment shall be equivalent to the amount payable by other allottees in the project at that stage.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment in favour of 'Breez Builders and Developers Private Ltd.' payable at Gurgaon.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 para 3.1 above. The Allottee(s) 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(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
- 3.3 In-case Allottee wants to avail any loan facility from his employer or bank/financing bodies to facilitate purchase of Said Apartment, the Promoter shall facilitate the process, subject to the following:
- (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.
  - (b) The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per payment plan, shall be ensured by the Allottee, failing which the Allottee shall be governed by the time provision contained in clause 1.11 above.
  - (c) In case of default in repayment of dues of the bank/financial institution/agency by the Allottee, the Allottee authorized the Promoter to cancel the allotment of Said Apartment and repay the amount received till that date after deduction of earnest money, processing fee, interest on delayed payments, interest on instalments, brokerage, subvention interest, amount of taxes paid, amount of any fine or penalty etc, directly to Bank/financing institution/agency on receipt of such request from financing agency without any reference to the Allottee.
- 3.4 The Allottee hereby authorize the promoter to cancel the allotment and forfeit the earnest money along with the interest at the rate of fifteen percent per annum on delayed payments, interest on instalments, brokerage, subvention interest, taxes and the amount of any other fine and penalty and paid by the allottee hereunder in the event of non-fulfilment or breach by the allottee(s) of any terms and conditions as set in this agreement.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## 5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the said Apartment along with the two wheeler parking to the Allottee and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

The Allottee(s) understands confirms and agrees, that in case of delayed payment of any instalment, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amount. The Allottee shall make all payments from time to time through account payee cheque(s)/demand draft(s) in favour of the Promoter in the account as aforementioned in Clause 2.

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities etc. depicted in the advertisement/brochure/agreement/website regarding the project where the said Apartment for Residential usage along with two wheeler parking is located and accepted the floor plan/site plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the DGTC, Haryana for projects registered under the Haryana Affordable Housing Policy, 2013 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and Rules made there under 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 APARTMENT FOR RESIDENTIAL USAGE

**7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment along with the two wheeler parking to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, and subject to compliance of Affordable Housing Policy, 2013, is the essence of the Agreement.

The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within a period of 4 years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "**Commencement Date**"), whichever is later, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, intervention of statutory authorities, non-receipt of occupation certificate despite timely compliances and without any default on the part of the promoter, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Promoter assures to hand over possession of the said apartment as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate 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 said Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days from that date. The promoter shall intimate the allottee(s) about such termination at least 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 released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing along with two wheeler parking from the Competent Authority shall offer in writing the possession of the said Apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing at the time of conveyance of the same. The Allottee, after being offered possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/Competent Authority, as the case may be after the issuance of the completion certificate for the project.

- 7.3 Failure of Allottee to take Possession of the Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee(s) as per terms and condition of the Agreement. In case the Allottee fails to comply with the essential documentation, undertaking etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

The promoter shall not be liable for any loss, damage or trespassing in the said apartment after handing over of the possession in accordance with the agreement and the Act.

- 7.4 Possession by the Allottee** - After obtaining the occupation certificate of the said apartment and handing over physical possession of the said Apartment along with the two wheeler parking to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 and subject to compliance of Affordable Housing Policy, 2013.

The Allottee(s), before taking possession of the Said Apartment, has completely satisfy himself/herself/themselves regarding the construction, facilities, capacity, competence and authority of the Promoters to undertake the implementation of the project and amenities in respect thereof and hereby agrees not to raise any dispute on such account thereafter, either individually and/or by joining as member(s) in the society /association and or otherwise, in any capacity. The Allottee after taking possession of the Said Apartment, shall make no claim against the Promoter, in respect of any item of work in the Said Apartment, which may be said not to have been carried out or for non - compliance or any designs, specifications, building material or any other reason whatsoever or on account of any common services and facilities.

- 7.5 Cancellation by Allottee** - On Surrender/cancellation of flat by any successful allottee, the company will forfeit the amount as per following table:

S.No.	Particulars	Amount to be forfeited
a)	In case of Surrender of flat before commencement of project	25000/-
b)	Upto 1 year from the date of commencement of the project:	25000+1% of the cost of flat;
c)	Upto 2 year from the date of commencement of the project:	25000+3% of the cost of flat;
d)	After 2 year from the date of commencement of the project:	25000+5% of the cost of flat;

Note: The cost of the flat shall be the total cost as per the rate fixed by the Department in the policy as amended from time to time.

Upon Surrender/cancellation of flat by any successful Allottee, he shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said apartment along with parking space and/or any part of the said-project or against the company or any of its directors, shareholders, employee or agents. The amount(s) if any paid over the Earnest Money, processing fee, interest on delayed payments, interest on installments, amount of any fine or penalty etc. that stand forfeited, would be refunded to the Allottee by the company without any interest or compensation whatsoever. It is further clarified that the Allottee hereby authorize the promoter to cancel the allotment and forfeit the earnest money alongwith the interest on delayed payments, interest on installments, brokerage, subvention interest, taxes and the amount of any other fine and penalty and paid by the allottee hereunder in the event of non-fulfillment or breach by the allottee(s) of any terms and conditions as set in this agreement.



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

Except for occurrence of a "Force Majeure", Court Orders, Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Apartment along with the two wheeler parking

- (i) In accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee(s), in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.  
Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the promoter to the allottee(s) within ninety days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) 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;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project as well as for the Apartment being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.  
  
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project as well as for the Apartment and for common areas as provided under Rule 2(1)(f) of Rules, 2017 and subject to compliance of Affordable Housing Policy, 2013.
- (v) 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;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment along with two wheeler parking to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment along with two wheeler parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 and subject to compliance of Affordable Housing Policy, 2013.
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) 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 in respect to the said project to the competent Authorities till the offer of possession of the said apartment has been issued, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof equipped

with all the specifications, amenities and facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017.

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the "Force Majeure", Court Orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment along with the two wheeler parking to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment along with the two wheeler parking, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rule 15 of HRERA Rules, 2017
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after the notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment along with the two wheeler parking in favour of the Allottee and refund the money paid to him by allottee by forfeiting the booking amount, the interest on delayed payments, interest on installments, brokerage, subvention interest, taxes and the amount of any other fine and penalty paid by the allottee paid for allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). There is an overriding clause as per RERA and Affordable Housing Policy in respect of interest to be charged on delayed payments. As per RERA, the rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent and as per Haryana Affordable Housing Policy, the rate of interest on delayed payment is 15% p.a. On delayed payments interest shall be charged based on final clarification from RERA/DTCP.

The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, 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 thirty days prior to such termination.

It is further clarified that the amount paid by the allottee(s) over and above the earnest money, processing fee, interest on delayed payments, interest on installments, brokerage, subvention interest, taxes and the amount of any other fine and penalty that stands forfeited would be returned to the allottee(s) by the promoter without any interest or compensation whatsoever.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price alongwith any further charges as levied upon the Allottee(s) in accordance with the terms of this agreement with respect to of the Apartment along with the two wheeler parking, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017.. 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 conveyance deed in his/her favour till such stamp duty, registration registration charges, other ancillary charges are paid by the Allottee to the Promoter.

It is further clarified that Subject to the Allottee(s) fulfilling all its responsibilities stipulated herein and making all payments under this agreement, including but not limited to the payment of the sale consideration of the said unit as set forth under this agreement, Interest on delayed payment, all other dues including service tax, VAT, GST, EDC stamp duty and registration charges etc. as set forth in this agreement or as may become due to the Promoter from time to time with respect to the said Unit, the Promoter shall prepare and execute along with the Allottee(s) a conveyance/sale deed to convey the title of the said unit in favour of Allottee(s) but only after receiving full payment of the total price of the unit allotted to him and payment of all securities including payment of interest free maintenance security payable to the Promoters or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed instalments, stamp duty, registration charges, incidental expense for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Promoter from time to time prior to the execution of the Conveyance Deed. In case the Allottee(s) fails to deposit the interest, holding charges, stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Promoter shall be free to appropriate the part of sale price paid by the Allottee(s) towards the said charges and expenses and Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner decided. If the Allottee(s) is in default of any of the payments as set forth in this Agreement then the Allottee(s) authorizes in Promoter to withhold registration of the Conveyance Deed in his favour till full and final settlement of all dues to the promoter is made by the Allottee(s). The Allottee(s) undertakes to execute Conveyance Deed within the time stipulated by the Promoter in its written notice failing which the Allottee(s) authorizes the Promoter to cancel the allotment and terminate this Agreement in terms of this Agreement and to forfeit out of the amounts paid by him the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed herein. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). The Allottee(s) shall become the owner of the said unit only upon execution of the Conveyance Deed. Prior to such Conveyance no ownership rights in the said unit would vest with the Allottee(s).

The Allottee(s) agree and undertakes to make himself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Promoter.

The obligations undertaken by the Allottee(s) and the stipulations herein, to be performed or observed on a continuing basis even after the Conveyance of the said unit or which form a condition of ownership of the said unit, including those pertaining to the recurring obligation covered under the Maintenance Agreement shall survive the conveyance of the said unit in favor of the Allottee(s) and all such obligations and covenants of the Allottee(s) shall run with the said unit and remain enforceable at all times against the Allottee(s), its transferees, assignees or successors-in-interest including their tenants/licensees/occupiers.

As per Affordable Housing policy, the Allottee shall not be entitled to transfer, sell or alienate the said apartment for a period of one year from the date of taking over the possession of the said apartment. The Allottee is aware as per policy breach of this transfer restriction shall attract penalty equivalent to 200% of the cost of the said apartment. The sale, transfer or alienation of said Apartment through execution of irrevocable General power of Attorney (GPA), where the consideration amount has been passed on the executor of the GPA or to someone on his/her behalf shall be treated as sale of the said apartment. The amount of the penalty shall have to be deposited in the 'FUND' administered by the Town and Country Planning Department, Government of Haryana towards the improvement of infrastructure of the State of Haryana.

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The stamp duty, registration charges, drafting, typing, attorney fees, and any other incidental charges or dues, required to be paid for due execution and registration of the Sale/ Conveyance Deed of the said unit or any other documents required to be executed pursuant to this Agreement, shall be borne by the Allottee(s).

That in case the Allottee(s) has taken any loan from any bank/ financial institution for the said unit, the Conveyance Deed in original shall be handed over to the lending institution only.

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Apartment.

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope. As per Affordable Housing Policy, for a period of 5 (five) year from the date of grant of occupation certificate in part/full in relation to the project maintenance works and services in relation to the common areas and facilities to the project shall be provided by the Promoters. After the aforesaid period of 5 (five) years the Project shall be transferred to the 'Association of the Apartment owners' (hereinafter referred to as association) constituted under the Haryana Apartment Ownership Act, 1983, which shall thereafter overtake the providing of the Maintenance services to the project and thereafter the Promoter shall have no further obligation to provide any maintenance services in the Project. This being an overlapping clause as per RERA with the rules applicable under the Affordable Group Housing Policy, the decision of the Promoter with respect to the applicable rule shall be final until a clarification regarding the same is formally notified by the governing authorities and shall not be subject to objection by the Allottee(s).

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/design.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Apartment after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Global Heights shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

The Allottee shall use such Common Areas and Facilities within the Project harmoniously with other occupants ~~Contd...~~ without causing any inconvenience or hindrance to them. Further, the use of such Common Areas and facilities within the project shall always be subject to timely payment of maintenance charges, which may be demanded by the Association.

The Allottee shall be entitled to use the general common areas and facilities within the project, which may be within or outside the footprint of the project earmarked for common use of all the occupants of the Project including easement rights.

Except for the said Apartment allotted herein along with all common easement rights attached therewith, including Common Areas and facilities of the Project all adjoining areas including the un-allotted terrace/roof, unreserved open and parking sites (except earmarked for free-visitors-car-parking space), the entire un-allotted/unsold areas of this project, shall remain the property of Promoter and the same shall always be deemed to be in possession of the Promoter.

The Allottee Shall not, in any manner whatsoever, encroach upon any of the Common Areas and Facilities of the Project, and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent construction carried out in the project or on parking sites, or on the terrace by the Allottee, shall be liable to be removed at his/her/their cost by the Promoter or by the Association.

The allottee(s) will neither himself do, nor permit anything to be done, which may damage any common areas or violates the rules or bye-laws of the Local Authorities or the Promoter. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in rectification from the Allottee(s).

The common lawns and other common areas shall not be used for conducting personal function such as marriages, birthday parties etc. If any common space provided in the Project for organizing meetings and small functions, the same shall be used on the payment basis after prior permission for the Promoter /Association.

#### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment along with the two wheeler parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along with the parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along with the two wheeler parking and keep the Apartment along with the parking, 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 Building is not in any way damaged or jeopardized.

15.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of Allottees shall not store any hazardous or combustible goods in the Apartment and parking or place any heavy material in the common passages or staircase of the Building. The Promoter/Allottee(s)/Association of Allottees shall ensure that they 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/Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee/Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee shall not use the Said Apartment for any purpose other than for residential purpose; or to divide or sub-divide the said apartment in any manner, or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment which tends to cause interference to any adjacent Apartment/ building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify the Promoter against any action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible. The Allottee hereby agrees that after execution of Sale/Conveyance Deed in favour of the Allottee, the Promoter shall not in any way, be responsible/ liable for any default/violation committed by the Allottee under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for using the said

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apartment for residential purpose. Any such default/violation shall automatically entitle the Promoter to cancel the Allotment in accordance of terms of this agreement.

15.5 The Allottee may undertake minor internal alterations in the Said Apartment only with the prior written approval of the Promoter / Maintenance Agency. The Allottee shall not be allowed to affect any of the following changes/alteration:

- a. Changes, which may cause damage to the (columns, walls, beams, slabs etc.) of any part of adjacent apartment(s). In case damage is caused to an adjacent apartment or common area, the Allottee will get the same repaired at his own cost and expenses.
- b. Changes that may affect the façade of the Said Apartment (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and
- c. Making encroachments on the common spaces in the project / Said Building.

15.6 The Allottee may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Allottee shall always keep the Developer/Association harmless and indemnified for any loss and/or damages in respect thereof.

15.7 The Allottee shall keep indemnified the Promoter/Association against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Promoter by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.

15.8 The Allottee hereby undertake to abide by all laws, rules and regulations of DGTCP or any other designated authority from time to time or any other laws as are applicable to the Said Apartment from time to time.

15.9 If it is discovered at any stage that the Allottee has obtained the allotment of the Said Apartment by suppression of any facts or by any misstatements, misrepresentations, or fraud then the allotment shall become void at the option of the Developer, which shall have the right to cancel the allotment and forfeit the amount paid by the Allottee(s).

15.10 All the conditions of the Policy, or any other amendments, modifications, directions etc., issued there under and also by maintenance agency/association of the apartment owners shall always remain binding on the Allottee and his/her successors(s).

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

The Parties are entering into this Agreement for the allotment of the said Apartment along with the two wheeler parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

## **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/directions or sanctions by competent authority.

Provided further that the promoter shall have the right to make any alterations, additions, improvements, repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment within the said project and the allottee shall have no right to raise any objection whatsoever or make any claim on this account.

## **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said apartment along with the two wheeler parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said apartment along with the parking.

## **19. THE HARYANA APARTMENT OWNERSHIP ACT, 1983 :**

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The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the

Haryana Apartment Ownership Act, 1963. The Promoter declares that the project is in compliance of various laws/regulations as applicable under the Haryana Apartment Ownership Act, 1983. The Allottee(s) has confirmed and assured the Promoter prior to entering into the Agreement that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implication thereof in relation to the various provision of this Agreement and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendment or modification thereof or the provision of any other law(s) dealing with the matter.

Details of approvals/compliances to be provided:-

(A) \_\_\_\_\_

(B) \_\_\_\_\_

(C) \_\_\_\_\_

(D) \_\_\_\_\_

(E) \_\_\_\_\_

**20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the Act.

If the Allottee(s) 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 the said agreement and register the said 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 sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of the booking amount paid for allotment.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and two wheeler parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and two wheeler parking, in case of a transfer, as the said obligations go along with the Apartment and two wheeler parking for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 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(s) in not making payments as per the Payment Plan [SCHEDULE C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**25. SEVERABILITY:**

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

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

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

**27. 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.

**28. 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, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per the provisions of the Act at the office of Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Sohna.

**29. 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:

**Name of Allottee:**

**Allottee Address:**

**Promoter Name:** Breez Builders and Developers Pvt. Ltd.

**Promoter Address:** P 903-905, C Wing, 9th Floor, JMD Megapolis, Sector-48, Sohna Road, Gurugram, Haryana-122018

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.



Any Notices/Communication/Correspondences sent to the Party to whom it is addressed shall be sent on this address as provided hereinabove or on the last recorded address and the same shall be deemed to have been delivered (i) if given or sent by the speed post/registered post 5 calendar days after posting; (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the last known address and shall be deemed to have been received by the addressee within due course.

In case of joint allottees, all communications shall be sent to the first named Allottee in this Agreement, and the same shall be deemed as served on all allottees, and no separate communications shall be sent to the joint Allottee.

### **30. JOINT ALLOTTEES:**

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees. However, the Joint Allottee agrees that they shall remain jointly and severally liable to the promoter for their entire obligations under this agreement and the law of the land.

In case of either of the allottee being minor, all communications shall be sent by the promoter to the parent/guardian who has signed the undertaking on behalf of the minor and the details of which shall be incorporated in SCHEDULE "G" of this agreement which shall for all intents and purposes be considered as properly served on all the allottees.

### **31. SAVINGS:**

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

### **32. GOVERNING LAW:**

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

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Director/CEO/CFO/COO/Authorized Representative of the Developer/Promoter, whose decision shall be final and binding upon the Parties, and the Allottee(s) hereby confirms that he shall have no objection to the appointment. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at a location designated by the said sole Arbitrator in Gurugram alone. The language of the arbitration proceedings and the Award shall be in English only. Decision of the Arbitrator shall be binding on both the parties. Any further grievances may be settled through the adjudicating officer appointed under the Act.

### **34. INSURANCE:**

The allottee shall be liable to obtain insurance of the said apartment on his/ her own.

### **35. APPLICABLE LAW AND JURISDICTION**

- I. This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- II. This agreement will be subject to the provision as contained in the Policy/ Haryana Apartment Ownership Act, 1983, and rules, if any, made there under.

*Contd...*

III. The Courts at Sohna, State of Haryana shall have the jurisdiction in all matters arising out of and/or concerning this Agreement.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix photograph and  
sign across the photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix photograph and  
sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(3) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Contd...*

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULES**

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE APARTMENT

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS OF THE SAID APARTMENT

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'F' - NOMINATION OF APARTMENT

SCHEDULE 'G' - UNDERTAKING ON BEHALF OF A MINOR

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

*Contd...*

**SCHEDULE - A**  
**DESCRIPTION OF THE APARTMENT**

Block/Building/Tower no.	Rate of Apartment per sq. Ft.
Apartment No.	For Carpet Area :
Type.:	For Balcony :
Floor:	
Total Price (i/e GST & Stamp Duty)*	

\*The same will be levied on the basis of prevalent Rules of the Government.

**Explanation:**

- a) Promoter towards the Apartment for Residential use alongwith two wheeler parking;
- b) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes)/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Apartment for Residential alongwith two wheeler parking to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the The Total Price as mentioned above includes the booking amount paid by the allottee to the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- c) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (a) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- d) The Total Price of Apartment for Residential alongwith two wheeler parking includes recovery of price of land, development / construction of not only of the Apartment but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for Residential alongwith two wheeler parking in the Project.

*Contd...*

**SCHEDULE - B**  
**FLOOR PLAN OF THE APARTMENT**

*Contd...*

**SCHEDULE - C**

*Contd...*

**SCHEDULE - D**  
**SPECIFICATIONS OF THE APARTMENT**

<b>DRAWING / DINNING ROOM</b>	
Floor Walls Ceiling	Ceramic Tiles Oil Bound Distemper Oil Bound Distemper
<b>MASTER BEDROOM</b> Floor Walls Ceiling	Ceramic Tiles Oil Bound Distemper Oil Bound Distemper
<b>OTHER BEDROOM</b> Floor Walls Ceiling	Ceramic Tiles Oil Bound Distemper Oil Bound Distemper
<b>KITCHEN</b> Floor Walls Ceiling Fitting / Fixture	Ceramic Tiles Ceramic Tiles above the counter up to 2 feet Balance Walls painted with OBD Plaster with oil Bound Distemper ISI Marked CP Fitting
<b>BALCONIES</b> Floor Walls Ceiling Railing	Ceramic Tiles External Finish in Balcony Walls oil Bound Distemper M. S. Railing
<b>TOILETS</b> Walls Floor Fitting / Fixtures	Ceramic Tiles Ceramic Tiles ISI Marked CP Fitting & China ware
<b>DOORS AND WINDOWS</b> Door Frame Windows Frame	Painted Hardwood Frame, Flush Doors MS-Z Section Frame as per IS Code/Aluminum
<b>ELECTRICAL</b> Wiring Switches / Sockets	Copper Wiring ISI Marked Switches & Sockets
<b>TERRACING</b>	Bricks Bat Koba Roof Terracing Treatment
<b>STRUCTURE</b>	Earthquake Resistant RCC Framed Structure
<b>EXTERNAL DEVELOPMENT</b> External Roads Boundary Walls Kerb Stones	<b>Tremix Concrete Road</b> <b>As Design</b> <b>Precast Concrete</b>

Contd...

**SCHEDULE - E**  
**SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT**

- ANGAN WADI
- COMMUNITY CENTRE
- COMMERCIAL BLOCK
- LAWNS

*Contd...*



**SCHEDULE - F**  
**NOMINATION OF THE APARTMENT**

☐

Yes, I/ Wish to nominate (as per details below)

☐

No, I/we declare that I do not wish to make a nomination in my/our account.

Flat to be Alloted as per Following Detail:-

Nominee Name\_\_\_\_\_

Address \_\_\_\_\_

\*Tel (R) \_\_\_\_\_

Date of Birth of Nominee\_\_\_\_\_

*Contd...*

**SCHEDULE - G**

**UNDERTAKING ON BEHALF OF A MINOR**

I \_\_\_\_\_ Parent / Guardian of \_\_\_\_\_

R/O \_\_\_\_\_ undertake that during the minority of the minor, I shall accept Full responsibility in connection with the flat/unit applied for vide application form bearing No \_\_\_\_\_. I further undertake and accept any liability and / or responsibility that may arise to the minor unit holder in respect of the above mentioned application. I further undertake to be bound by the provisions of the law of the land including not limited to the provision of the Hindu Minority & Guardianship Act, 1956.

I have gone through the Builder Buyer Agreement and fully understand the legal and / or other implications involved with the same.

Guardian Details:-

Mr./Mrs/Ms.---- \_\_\_\_\_

Son/Wife/Daughter of Shri \_\_\_\_\_

Resident of \_\_\_\_\_

Photograph  
of  
Allottee