

Transaction Amount : Rs. **114912** /-

Apartment Buyer's Agreement dated \_\_\_\_\_

**Between**

**M/s Arete India projects Pvt. Ltd.**  
Plot no 25 B Sector 32  
Gurugram, Haryana.

**And**

**(1) Ms. XYZ**

## APARTMENT BUYER'S AGREEMENT

THIS APARTMENT BUYER'S AGREEMENT (hereinafter also referred to as the "Agreement") is executed on this      Day of      2019.. ("Execution Date")

### BY AND BETWEEN

**M/s Arete India projects Pvt. Ltd. (CIN NO. U45207DL2012PTC237855/ PAN No. AALCA7553N**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 14A/36 WEA, Karol bagh New Delhi - 110005 and its corporate office at Plot no 25B Sector 32, Gurugram – 122001, Haryana, represented by its authorized signatory Mr. Anuj Kumar (Aadhar No. 220400608166) S/o Sh. Suresh Kumar, Resident of Dhankot(149), Gurugram, Haryana authorized vide board resolution dated 21-07-2018, herein after referred to as the "**Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns, of the **FIRST PART**:

### AND

1.

Mr./Ms./Mrs. **XYZ** (Aadhar No. **000000000**) **D/o ABD**, 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 assigns), of the **OTHER PART**.

The "**Allottee**" and "**Co-Allottee**" are hereinafter single/jointly referred to as the Purchaser(s).

The "**Company**" and the "**Purchaser(s)**" are collectively hereinafter referred to as the "**Parties**" and individually as a "**Party**", as the context demands.

### Recitals

- A. WHEREAS**, the Company is the owner of land admeasuring **6.00625** acres or thereabout, located in the revenue estate of **Village-Sohna, Sector 6, Tehsil Sohna ,District Gurugram**, Haryana as described in **Schedule I** hereunder (hereinafter referred to as the "**Project Land**") by virtue of the sale deeds dated **26.08.2013** duly registered as documents no. **2276,2279&2277** at the office of the Sub-Registrar of Assurances, Sohna.
- B. AND WHEREAS**, the Company had acquired the said Project Land and obtained license bearing no. **75 of 2014** from the Director General Town & Country Planning, Haryana, Chandigarh ("**DGTCP**") for the development of an affordable group housing project named as **OUR HOMES 3** situated in village SohnaSector – **6,Sohna,Gurugram , Haryana** (hereinafter referred to as the "**AGH Colony**") under the Affordable Housing Policy 2013, issued by the Government of Haryana, *vide* Town and Country Planning Department's Notification dated 19 August 2013 as amended up-to-date (hereinafter referred to as the "**Policy**") on the said Project Land.
- C. AND WHEREAS**, in furtherance of the Affordable Housing Policy and the applicable laws, rules, regulations, bye-laws or orders made pursuant thereto, the Company invited applications for allotment of apartments in the AGH Colony.
- D. AND WHEREAS**, the Company is fully competent to enter into this Agreement and all the legal formalities with respect to the rights, title and interest of the Company regarding the Project Land on which AGH Colony is to be constructed have been complied with.
- E. AND WHEREAS** the Company had got building plans approved for the AGH Colony vide **memo no. ZP-1013/SD(BS)/2016/2110 dated 01.02.2016**from DGTCP and had got the environment clearance from State

Environment Appraisal Committee vide memo no. **SEIAA/HR/2016/871 dated 30.09.2016** for the AGH Colony. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the RERA Act (*as defined hereinafter*) / any other Applicable Laws (*as defined hereinafter*);

- F. AND WHEREAS**, the Company had registered the AGH Colony under the provisions of the RERA Act with the Haryana Real Estate Regulatory Authority ("**RERA Authority**") at **HRERA-742/2017/872 on 01.09.2017 under registration no.180 of 2017**
- G. AND WHEREAS**, the Allottee applied for allotment of a **2 BHK** apartment to the Company *vide* Application No. **42547** ,dated **6/6/2019** (hereinafter referred to as the "**Application**") tentatively admeasuring **58.4434 Sq. Mtr. (629.08 square feet)** (carpet area) in the AGH Colony being developed on the Project Land, as well as for the allotment of one two-wheeler parking site, admeasuring approximately 0.8m x 2.5m (unless the zoning plan specifies otherwise) earmarked and to be allotted with the Apartment, after fully understanding all the terms and conditions of the Application. The Purchaser(s) has further agreed and undertaken to abide by the terms and conditions of the Policy as well as the terms and conditions mentioned in the Application Form which was submitted by the Purchaser(s) with the Developer for allotment of a flat / unit in the AGH Colony.
- H. AND WHEREAS** on the request of the Purchaser(s), the Developer has shown to the Purchaser(s) the building plans, ownership record and all other documents relating to the title, competency and all other relevant details as desired by the Purchaser(s). The Purchaser(s) has confirmed that the Purchaser(s) is fully satisfied in all respects with regard to the rights, title and interests of the Developer in the AGH Colony. The Purchaser(s) agreed that the Purchaser(s) neither has any objections nor shall make any further investigations, with respect to the entitlement or competency of the Developer to develop the AGH Colony.
- I. AND WHEREAS** the Purchaser (s) has been allotted apartment no. **W-401** having **carpet area of 58.4434 Sq. Mtr. (629.08 square feet)** or thereabout, on **Fourth Floor** in [tower/ block/building] no. **W** ("**Building**") along with a two-wheeler parking site , admeasuring approximately 0.8m x 2.5m (unless the zoning plan specifies otherwise) earmarked and to be identified and allotted at the time of handing over possession of the said apartment, on terms and conditions as stipulated herein, and non-exclusive and pro-rata undivided rights in the common areas of the AGH Colony (hereinafter referred to as the "**Flat**") in terms of the Policy, the Application and the terms and conditions mentioned herein. The floor plan of the Flat is annexed hereto and marked as **Annexure - A**.
- J. AND WHEREAS** the Parties are entering into this Agreement with complete knowledge of all the laws, rules, regulations, notifications, etc. as are applicable to the AGH Colony especially the Purchaser(s) has read the terms and conditions of the Policy and has understood the terms thereof. The Purchaser(s) acknowledges that the Purchaser(s) has neither relied upon nor influenced by any architect's plans, sales plans, sale brochures, advertisements, statements or estimates of any nature whatsoever whether written or oral, either made by any broker, agent or otherwise, including but not limited to any representations relating to the description or physical condition or location of the Land, the development area or the size or dimensions of the unit / flat or any other physical characteristics thereof, the services to be provided to the intended buyers, the estimated facilities / amenities to be made available to the intended buyers or any other representation except as specifically written and mentioned in the Agreement. The Purchaser(s) has relied solely on its own judgment and investigation in deciding to enter into this Agreement and to accept the allotment of the unit / flat as mentioned herein. No other oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.
- K. AND WHEREAS** the Purchaser(s) has represented to the Developer that the Purchaser(s) is fully capable and self-sufficient to pay the full consideration of the unit / flat sought to be allotted by the Purchaser(s) on the terms and conditions of the Developer. Further, the Purchaser(s) has clearly read and understood his rights, duties, responsibilities and obligations of the Developer and the Purchaser(s), respectively as mentioned in this Agreement.
- L. AND WHEREAS** the Parties have represented and warranted to each other that each of the Party is legally competent and has the power and authority to enter into and perform this Agreement.
- M. AND WHEREAS** it is specifically clarified by the Developer and accepted by the Purchaser(s) that the tentative layout plan of the Flat and its Carpet Area, *as defined below*, which forms the basis for calculation of the sale

consideration of the Flat under this Agreement are subject to change till the construction of the building is complete in all respects and the competent authority issues the completion certificate / occupation certificate in respect to such building.

**N. AND WHEREAS** the Developer has now agreed to allot and sell a Flat on the terms and conditions as appearing hereinafter.

**O. AND WHEREAS** the Parties are now entering into this Agreement to record the terms, conditions and stipulations which the Parties are willingly agree to be binding on themselves with respect to an allotment of the Flat in the AGH Colony:

**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. Definitions**

Unless repugnant or contrary to the context hereof, the following terms shall have the meaning assigned herein.

- 1.1 **"AGH Colony"** or **"Project"** shall mean an affordable group housing complex conceived and marketed by the Developer as "OUR HOMES3" and presently being developed by the Developer on the Project Land situated in **Sector – 6, Sohna, Gurugram**, Haryana as per the terms of the Policy, License and various other approvals and sanctions granted by the Authorities;
- 1.2 **"Agreement"** shall mean this Flat Buyer's Agreement including all annexures, schedules and tentative plans as annexed to this Agreement including any amendments or modifications executed in writing between the Parties;
- 1.3 **"Allotment Price"** or **"AP"** shall mean the total sum calculated at the rate of Rs.3600/-per sq. ft. (Rupees Three Thousand Six Hundred per square feet) as notified under the Policy by the government of Haryana or such other rate which the Haryana Government may notify under the Policy to be applicable in respect to the AGH Colony;
- 1.4 **"Applicable Laws"** shall mean and include but not limited to the terms of the License, Policy, letter of intent, undertakings and agreement executed by the Developer with the government of Haryana with respect to the Project Land; statutes, enactments, notifications, bye-laws, rules, regulations, estate management regulations, standing directions / instructions, lay out plans and zoning plans of the AGH Colony, The Real Estate (Regulation and Development) Act, 2016 (**"RERA Act"**) and the rules framed there under, National Building Code as well as HUDA bye-laws, latest building norms as may be notified or amended from time to time by the state government or the central government, notifications regarding installation and usage of solar energy powered systems and rain water harvesting system by the concerned Authorities, any policy guidelines from Haryana State government or central government or any direction or instructions issued from DGTCP from time to time regulating the development and construction of the AGH Colony by the Developer; any judgment, decree, order or award of any judicial authority, forum or tribunal; and any amendment or modification that may be carried out in respect to any of the above at any point of time in future by any Authority;
- 1.5 **"Application"** shall mean Application for booking a flat / unit in **"OUR HOMES 3", Gurugram** duly signed by the Purchaser(s) and submitted with the Developer for allotment;
- 1.6 **"Authority"** or **"Authorities"** shall mean and include but not limited to central government or the state government; non-judicial stamp duty collection and revenue authorities; Real Estate Regulation and Development Authority, environmental authorities, DGTCP, Haryana Urban Development Authority (HUDA); National Green Tribunal, D.H.V.B.N.L., electricity and water distribution authorities; municipal corporation, municipal authorities, fire department, pollution control department, Reserve Bank of India, any authority under Foreign Exchange Management Act, 1999 or any other governmental, judicial, quasi-judicial, tribunal, arbitration tribunal, forums or such other authorities whose directions or instructions need to be complied with for the purposes of development of group housing colony;
- 1.7 **"Balcony Area"** shall mean the area of all balconies attached to the Flat and **"Balcony Price"** shall mean the total cost of the Balcony Area calculated at the rate of Rs. 500/- per sq. ft.;

- 1.8 **"Carpet Area"** shall mean the net usable covered floor area bounded within the walls of the Flat but excluding the area covered by the walls and any balcony which is approved free-of-FAR, but including the area forming part of kitchen, toilet, bathroom, store and built-in cupboard / almirah/ shelf, which being usable covered area shall form part of the Carpet Area of the Flat;
- 1.9 **"Charges"** shall mean and refer to collectively to all the charges including but not limited to External Development Charges (EDC), IDC (Infrastructure Development Charges), Sewerage Connection Charges (SCC); Water Connection Charges (WCC); Electricity Connection Charges (ECC); Fire Fighting Charges (FFC); Registration and Stamp Duty Charges (RC) and any other charges as may be determined by the Developer but subject to the terms and conditions of the Policy. The Charges shall also include such amounts as may be determined owing to any revision or enhancement of any of the aforesaid Charges or levy of any new or additional charges of any kind by any Authority w.r.t. the AGH Colony, whether applicable retrospectively or prospectively.
- 1.10 **"Commencement Date"** shall mean the later of the date of approval of the building plans or the date of obtaining the environment clearance for the AGH Colony which is later.
- 1.11 **"Common Areas and Facilities"** shall mean all such areas and facilities in a tower / building in which the Flat is situated, which the Purchaser(s) shall be entitled to use by sharing with the other occupants of the said tower/building including entrance lobby at ground floor, corridors and passages, atrium, common toilets, lift shafts, lifts and lift lobbies, escalators, area of cooling towers, AHU rooms, security / fire control room(s), all electrical and fire-fighting shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, munties, lift machine rooms and water tanks. In addition, entire services area on the terrace including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and services rooms, fan rooms and circulation areas, all projections and structures for rain-water harvesting, etc. shall be counted towards Common Areas and Facilities. It shall also include such parking areas, passages, driveways, storage space, spaces for security, as required or specified for common use of the building. All other parts of the building necessary for maintenance, safety and common use of all the occupants of the building shall also form part and parcel of the Common Areas and Facilities. It also includes such areas as may be declared to be common areas by the Developer in the Declaration to be filed by the Developer upon completion or part completion of the AGH Colony, as the case may be. The Common Areas and Facilities shall remain un-divided and neither the Purchaser(s) nor any other occupier of any flat / unit or any person shall be entitled to seek a partition or division of any part thereof;
- 1.12 **"Consideration"** shall mean and refer to the total Allotment Price paid in respect to the Carpet Area of the Flat plus a sum calculated at the rate of Rs. 500/- per sq. ft. for the Balcony Area, subject to a maximum of 100 sq. ft. plus the Charges (if any), for and in lieu of agreeing to transfer and convey the rights, title and interests in the Flat (*as defined hereinafter*) in accordance with the terms of the Agreement and as per the Payment Plan annexed herewith as **Annexure – B**. Consideration shall include such amounts as may be determined owing to any revision, enhancement or levy of new or additional Charges by any Authority w.r.t. the AGH Colony. The Consideration shall not include Statutory Dues and Interest Amount;
- 1.13 **"Conveyance Deed"** shall mean a document duly executed and registered before the Sub-Registrar of Assurances, Gurugram for the purposes of transferring all the rights, title and interests in the Flat (*as defined hereinafter*) by the Developer in favour of the Purchaser(s) upon receiving the entire Consideration and other taxes, interests, etc. from the Purchaser(s) as per the agreed terms of the Agreement. Subject to the terms of the Conveyance Deed, the Purchaser(s) shall be entitled to have the ownership rights over the Flat (*as defined hereinafter*);
- 1.14 **"Deemed Possession"** shall occur on the failure of the Purchaser(s) to complete the payment and other formalities within the period as intimated vide Notice of Possession (as defined hereinafter);
- 1.15 **"DGTCP"** shall refer to the Department General Town and Country Planning, Haryana having its office at Madhya Marg, Sector – 18, Chandigarh;
- 1.16 **"Earnest Money"** shall mean Rs. 25,000/- or such other amount as may be notified by the Haryana Government in terms of the Policy.

- 1.17 **"Electrification Charges"** or **"EC"** shall mean the cost, paid or incurred, for creation of main electric substation, distribution substations, cost of land, feeding arrangements alongwith the electrical infrastructure cost comprising of the distribution networks, cables and trenches, electrical transformers, electrical switchgears, electrical panels, feeder panels, etc. and other required infrastructure to be created as per the guidelines of DHBVN / HVPN / State Power and Transmission Utilities and conditions of the approved electrification plan and also includes the cost of realignment of LT / HT / EHT distribution or transmission line in the AGH Colony, the cost of supply of cables connecting feeder pillar to distribution boards at the Purchaser(s) end plus administrative charges all expenses related thereto.
- 1.18 **"Execution Date"** have the meaning as described to it in the Preamble;
- 1.19 **"Flat"** shall mean allotted **unit / flat bearing no. W-401 Type 2 BHK Fourth Floor Tower No. W** along with the parking site as earmarked and allotted with the aforesaid flat and the *pro rata* share in the Common Areas and Facilities in **"OUR HOMES 3 ", Sector – 6, Sohna, Gurugram , Haryana** to the Purchaser(s) for and in lieu of agreeing to pay the Consideration to the Developer in accordance with the terms of the Agreement and shall include any alternative allotment in place thereof;
- 1.20 **"Force Majeure"** means any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:
- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
  - b. explosions or accidents, air crashes, act of terrorism;
  - c. strikes or lock outs, industrial disputes;
  - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
  - g. any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Said Flat/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
  - h. Any event or circumstances analogous to the foregoing.
- 1.21 **"Forfeitable Amounts"** shall mean an amount equivalent to the sum of Interest Amount, Statutory Dues and all such sums as are incurred or paid by the Developer to any Person(s) and, or Authority(ies) in respect to the allotment of the Flat to the Purchaser(s);
- 1.22 **"Interest Amount"** shall mean all such sums of interest as are payable by the Purchaser(s) to the Developer calculated at the Interest Rate on account of the delay in making the payment of installments as per the terms of the Agreement till the date of payment of such outstanding dues or the termination of the Agreement by the Developer on account of non-payment of outstanding dues in accordance with the terms of the Agreement, whichever is earlier.
- 1.23 **"Interest Rate"** shall mean the rate of interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules 2017 on the sum outstanding from the date it is outstanding till the same is realized;
- 1.24 **"License"** shall mean the license bearing no. 75 of 2014 received for the development of the Project Land into AGH Colony;

- 1.25 **"Notice of Possession"** shall mean a written notice given by the Developer to the Purchaser(s) thereby offering the handing over of the physical possession of the Flat within 30 (thirty) days, or such period as may be specified in such notice;
- 1.26 **"Policy"** shall mean the policy applicable for the affordable group housing colony as promulgated by the Town and Country Planning Department, Haryana duly published in the gazette dated August 19, 2013 vide notification no. PF-27/48921 and includes any of its subsequent amendments, circulars or modifications thereof as may be notified or published hereinafter.
- 1.27 **"Payment Plan"** shall mean the contents of the Annexure – B as annexed to the Agreement.
- 1.28 **"Person"** shall mean and include any individual, entity (incorporated or not), firm (limited liability partnership firm or otherwise), proprietorship concern having the legal capacity to enter into a contract as per laws of India.
- 1.29 **"Project Land"** shall mean all that piece and parcel of the land situated in the revenue estate of village Sohna, Tehsil Sohna and District Gurugram, Haryana admeasuring 6.00625 acres which has been duly licensed by DGTCP for being developed as an affordable group housing colony as per the Policy (*as defined hereinafter*). The details of the Project Land are given in **Schedule –I** annexed hereto;
- 1.30 **"Registration and Stamp Duty Charges"** or **"RC Charges"** shall mean and include all such levies, Stamp Duty (*as defined hereinafter*), legal costs, charges, registration fees and any other related costs and expenses that may be levied or incurred in relation to the registration of the Conveyance Deed of the Flat in favour of the Purchaser(s) by the Developer;
- 1.31 **"RERA Act", "RERA Rules"** and **"RERA Authority"** shall mean The Real Estate (Regulation and Development) Act, 2016 including any of its amendments, modifications or reenactments thereof, rules framed there under and the authority constituted in terms of the said act, respectively,
- 1.32 **"Stamp Duty"** is the revenue collected by State Government (*as defined hereinafter*) on the registration of the conveyance deeds of the units of the AGH Colony to be executed by the Developer in favour of the allottees. The duty applicable on the Conveyance Deed shall be payable by the Purchaser(s) as per the rates notified and prevalent at the time of execution of the Conveyance Deed by the relevant Authority as and when demanded by the Developer, in accordance with the terms of the Agreement.
- 1.33 **"State"** shall mean the state of Haryana.
- 1.34 **"State Government"** or **"Government"** shall mean the government of the Haryana or any authority exercising the powers of the government of Haryana.
- 1.35 **"Statutory Dues"** shall mean and include all, but not limited to taxes, levies, cess, charges, assessments, municipal taxes, goods and services tax (GST), property tax, infrastructure augmentation charges, infrastructure development tax, VAT, service tax, stamp duty / fines / penalties, any fresh incidence of tax and any other statutory charges etc. to be levied by any Authority, including any enhancement of such taxes or dues by the State Government or the Authority, even if they are retrospective in effect as may be levied on the AGH Colony or on the Flat, including any interest demanded and payable by the Developer.
- 1.36 **"Total Price"** shall mean the total Allotment Price paid in respect to the Carpet Area of the Flat plus a sum calculated at the rate of Rs. 500/- per sq. ft. for the Balcony Area, subject to a maximum of 100 sq. ft. including the cost of the two wheeler parking space along with amount of Charges, calculated and payable at the rates as per Applicable Laws and, or notifications as applicable as on the date of execution and registration of the conveyance deed of the Flat in favour of the Purchaser(s) along with such Statutory Dues as may be found due and payable by the Purchaser(s) as per final calculation and, or adjudication of applicable taxes on the Consideration Amount as per the then extant laws as on the date of execution of the Conveyance Deed and the Interest Amount due and payable by the Purchaser(s) to the Developer in accordance with the terms of the Agreement.

- 1.37 "Utility Connection Charges" or "UCC" shall mean water connection charges, sewer connection charges, storm water connection charges and road cutting charges. It shall also include all such charges that will be borne by the Developer for making the provision and supply of electricity and piped natural gas to the Flat.

### 1.38 Interpretation

- a. Headings, captions and bold typeface are only for convenience and shall be ignored for the purpose of interpretation or construction of the Agreement.
- b. The foregoing Recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
- c. Unless the context of this Agreement otherwise requires:
  - (i) words using the singular or plural number shall also include the plural or singular number, respectively;
  - (ii) words of either gender shall include the other gender;
  - (iii) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Agreement;
  - (iv) the term "Clause" refers to the specified clause of this Agreement;
  - (v) reference to Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
  - (vi) reference to the word "include" shall be construed without limitation;
  - (vii) any time period specified herein shall exclude the time period taken to obtain applicable regulatory approvals; and
  - (viii) the schedules and annexures shall constitute an integral part of this Agreement;
  - (ix) Any schedule or annexure to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules and annexures.
- d. Where there is any inconsistency between the definitions set out in clause 1 and the definitions set out in any other clause or schedule, then for the purposes of construing such clause or schedule, the definitions set out in such clause or schedule shall prevail.
- e. Any schedule to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules.
- f. words importing persons shall include firms, proprietorship firms, unlimited or limited partnership, institutions, companies and bodies corporate and unincorporated.

## 2. Consideration: Allotment Price and Charges

- 2.1 The Developer has agreed to sell, reserve / allot and the Purchaser(s) has agreed to purchase a flat bearing no. **W-401 Type 2 BHK, Fourth Floor Tower No. W**, having a Carpet Area of **58.4434 Sq. Mtr. (629.08 square feet)** approx. along with the parking site as earmarked and allotted with the aforesaid flat and *pro rata* share in the Common Areas and Facilities in "OUR HOMES 3", **Sector – 6, Sohna, Gurugram , Haryana** for and in lieu of complying with the terms and conditions of the Agreement and making timely payments of the Total Price by the Purchaser(s) to the Developer. The Carpet Area of the Flat is tentative and subject to change till the grant of occupation certificate by the competent Authority. The specifications of the Flat are mentioned in **Annexure – Cannexed** herewith. The Purchaser(s) has agreed to pay the Consideration to the Developer as per the schedule of the payment, Payment Plan, annexed herewith.

2.2 The Purchaser(s) shall pay a total sum calculated at the Allotment Price on the Carpet Area of the Flat along with Rs. 500/- per sq. ft. over the Balcony Area along with such other Charges as may be determined by the Developer subject to the terms and conditions of the Policy. The Purchaser(s) shall be further liable to pay such Statutory Dues as may be applicable on the Consideration payable in respect to the Flat.

2.3 The Total Price for the Flat (inclusive of the parking space) is Rs. **22,98,230/- (Rupees Twenty Two Lakh Ninety Eight Thousand Two Hundred Thirty only).**

**Explanation:**

- (i) The Total Price as mentioned above includes the booking amount paid by the Purchaser(s) to the Developer towards the Flat;
- (ii) The Total Price as mentioned above excludes Statutory Dues (GST, VAT 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 Developer up to the date of handing over the possession of the Flat to the Purchaser(s) or to 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 Purchaser(s) to the Developer shall be increased/ decreased based on such change / modification:

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

- (iii) The Developer shall periodically intimate in writing to the Purchaser(s), the amount payable as stated in (i) above and the Purchaser(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser(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;
- (iv) The Total Price of the Flat includes recovery of price of land, development/ construction of not only of the Flat but also of the Common Areas and Facilities, 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 (as per specifications mentioned herein) with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat.

2.4 The Total Price is escalation-free, save and except increases which the Purchaser(s) hereby agrees to pay, due to increase on account of any revision of Allotment Price, External and Infrastructure Development Charges, taxes, cesses, revision of the terms and conditions of the Policy or any other fresh levy or charge levied by any Authority and payable to any Authority or Government and/ or any other increase in Charges which may be levied or imposed by the competent Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser(s) for increase in any of the Charges or Statutory Dues, development charges, charges, fees, levies, etc. imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Purchaser(s), 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 AGH Colony 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 Purchaser(s).

2.5 The Purchaser(s) shall make the payment as per the payment plan set out in **Annexure - B ("Payment Plan")**.

- 2.6 The Purchaser(s) has paid to the Developer approx. 5% (Rs. **114912** , Vide Cheque no. **038-374** , dated **6/11/2019** drawn on **Union Bank** of the total Allotment Price and Balcony Price at the time of submission of Application. The Purchaser(s) shall complete the payment of 20% of the total of Allotment Price and Balcony Price at the time of allotment of the Flat and simultaneous to the execution of the Agreement. The balance shall be payable in six equated six monthly installments spread over three years period as mentioned in the Payment Plan annexed herewith.
- 2.7 In the event the Developer conducts more than one draw of lots for allotment of the units in the AGH Colony for example when certain apartments remained un-allotted in previous draws or where certain allotments were cancelled/ surrendered or for any other reason for allotment of un-allotted apartment units in the AGH Colony then notwithstanding anything to the contrary contained in this Agreement, the Developer shall be entitled to demand the entire amount which the Developer had demanded from the original allottees of the draw held **on 15.02.2016** and the Purchaser(s) hereby agrees to make the payment of all such amounts as may be demanded by the Developer prior to giving confirmed allotment of a unit in the Project. Only upon payment of all such amounts by the Purchaser(s) as demanded by the Developer, the Purchaser(s) shall be given the confirmed allotment of a unit by the Developer. Therein after, the Purchaser(s) shall pay the remaining installments towards the Total Price of the allotted unit in accordance with the Payment Plan as will be applicable to all the original allottees of the Project. The above understanding in respect to the amendment of the Payment Plan shall deem to amend the Payment Plan as is annexed to the Agreement herein executed / to be executed by the Purchaser(s) and our authorized representative to the extent specified herein and shall be deemed to have amend such other terms and conditions of the Agreement where ever the context so requires. The contents of this clause shall be read in addition to but not contrary to the remaining terms and conditions of the Agreement.
- 2.8 The Developer is obligated to pay external development charges (EDC) to DGTCP in terms of the License. The Purchaser(s) has agreed to pay the external development charges (EDC) in respect to the Carpet Area of the Flat at such rates as may be determined by the Developer and informed to the Purchaser(s). Any delay in making the payment of EDC charges shall incur levy of interest at Interest Rate. The payment of EDC charges shall be subject to the terms of the Policy or any of its modifications or amendments hereinafter by the Authorities.
- 2.9 The following charges have been calculated as per the prevailing norms and guidelines issued by the Authorities concerned. However, the final amounts payable of the below mentioned Charges by the Purchaser(s) shall be determined and intimated by the Developer to the Purchaser(s) in the Notice of Possession:
- a. External Development Charges (EDC);
  - b. Electricity Connection Charges – The same will include the cost of obtaining electricity connection from the Authorities for the AGH Colony, obtaining appliances and equipments for installation of such electricity connection, cost of land, costs and expenses incurred in obtaining the electricity connection to the AGH Colony, electricity meter hire charges and other statutory charges paid or payable to any Authority and any other related costs and expenses. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s);
  - c. Utility Connection Charges – The charges will include the cost of making the provision for the sewerage connection with the main sewer line, the cost of making the provision for water supply to the AGH Colony, making the provision of the storm water disposal system, the cost of road cutting charges and any other costs and expenses related thereto. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s);
  - d. Fire Fighting Charges – The charges will include the cost of providing and installing firefighting equipment / preventive measures in the AGH Colony and in the towers of the AGH Colony as per Applicable Law. Adequate firefighting equipment as per Applicable Law existing as on the Execution Date shall be installed by the Developer and any additional firefighting equipment, if any required inside the Flat, shall be installed by the Purchaser(s) at his / her own cost. Also, if due to any subsequent legislation / government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code or if deemed necessary by the Developer at its sole discretion, additional safety measures are undertaken, the Purchaser(s) undertakes to pay the FFC within thirty (30) days from the date of written demand by the Developer. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s);
  - e. Statutory Dues; and

- f. Any other charge(s) for the amenities / facilities to be provided or asked to be provided by the Developer in the AGH Colony shall be intimated to the Purchaser(s).

However, it has been specifically agreed by and between the Parties herein that Statutory Dues shall be borne by the Purchaser(s) in proportion to the Carpet Area of the Flat. The Purchaser(s) undertakes to pay such proportionate amount to the Developer within the time notified by the Developer in the demand notice.

- 2.10 The Developer has informed to the Allottee that no power back up facility is proposed to be provided for the Flat. The power back up facility will be provided by the Developer only for running of lifts and other necessary common area services of the AGH Colony. If the Allottee(s) requests for providing the power back up facility within the Flat then the Developer may in its sole and absolute discretion shall provide the power back-up facility to the Allottee on such terms and conditions as the Developer may deem fit and proper in its sole and absolute discretion and upon payment of requisite charges for making the provision of power back-up facility to the Allottee(s) for the Flat. s
- 2.11 The Developer shall be accepting all payments from the Purchaser(s) / only by way of local demand drafts / bankers cheques / MICR cheques payable at par at Delhi only or by way of an electronic transfer in favour of "**M/s ARETE INDIA PROJECTS PVT. LTD.**", payable at Gurugram. All payments accepted shall be subject to their actual realization in the Developer's account and the date of credit shall be deemed to be the date of payment of an installment by the Purchaser (s). If the Purchaser(s) makes the payment through an electronic transfer mode then the Purchaser(s) undertakes to intimate the Developer in writing about the same immediately on making the payment. The Purchaser(s) has been informed that the Developer will not accept any outstation cheques / demand drafts / bankers cheques.
- 2.12 All administrative charges, transfer charges, legal expenses, incidental expenses including the Registration and Stamp Duty charges for the execution and registration of the Conveyance Deed shall be borne and paid by the Purchaser(s).
- 2.13 The Purchaser(s) hereby understands, agrees and expressly permits the Developer to appropriate all payments made by the Purchaser(s) at the sole discretion of the Developer, first of all against the outstanding interest and thereafter to appropriate the remainder, if any, against the arrears of installments and finally the remaining amount if any, towards current installment.
- 2.14 The Developer has made clear to the Purchaser(s) that the provisions of interest or acceptance of late payments along with interest and, or such other charges with respect to the allotted Flat by the Developer shall under no circumstances be construed to mean any general relaxation in the payment of past, present or future dues of the Developer or any amendment in the terms of payment or to cause prejudice in any way to the rights of the Developer to take action under terms of the Agreement since timely payments shall always remain the essence of the Agreement.
- 2.15 The final Carpet Area and Balcony Area of the Flat shall be determined after completion of construction of the building / tower. After accounting for changes, if any, on the date of possession, the final and confirmed Carpet Area and Balcony Area of the Flat shall be incorporated in the Conveyance Deed. Any increase or decrease in the Carpet Area of the Flat shall be payable or refunded as the case may be without any interest thereon and at the same rate as agreed above. No other claim, whatsoever, monetary or otherwise shall lie against the Developer or be made by the Purchaser(s).
- 2.16 The Developer has made it abundantly clear to the Purchaser(s) that the Purchaser(s) shall be making the payment as per the terms of the Agreement to have the ownership rights and rights of usage only as per the details given below:
- 2.16.1 The Purchaser(s) shall be entitled to the exclusive ownership of the Carpte Area of the Flat.
- 2.16.2 The Purchaser(s) shall also have undivided proportionate share in the Common Areas and Facilities within the said block / tower in which the Flat is situated. The share of the Purchaser(s) in the Common Areas and Facilities of the block / tower is harmoniously situated along with the other owners of the flats / units of the block / tower, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is further made abundantly clear and the Purchaser(s) has understood that the Purchaser(s) shall be entitled to

undivided proportionate share in no other areas, common areas or otherwise, except the Common Areas and Facilities within the said block / tower in which the Flat of the Purchaser(s) is situated. It is clarified that the Developer shall hand over the Common Areas and Facilities to the association of allottees/ competent Authorities in accordance of the terms of the Policy and Applicable Laws.

2.16.3 The Purchaser(s) shall have the ownership of undivided proportionate share in the land underneath the said block / tower in which the Flat of the Purchaser(s) is situated (i.e. the land which is the foot print of the block / tower in which the Flat is situated), for which the price is charged though the undivided proportionate share in the land underneath does not form part of the Carpet Area. It is made abundantly clear to the Purchaser(s) and agreed by the Purchaser(s) that the Purchaser(s) shall have no right, title or interest of any kind whatsoever on any other land(s) except to the extent as aforesaid including the other common areas and common facilities within the AGH Colony.

2.16.4 In addition to the above, the Purchaser(s) shall also be entitled to only use the general commonly used areas and facilities within the AGH Colony, which may be within or outside the land underneath the said block / tower in which flat of the Purchaser(s) is situated and earmarked as commonly used areas by all the occupants of all the buildings to be constructed on the said Project Land. However, such general commonly used areas and facilities earmarked for common use of all the occupants of AGH Colony shall not include the exclusive parking space individually allotted to the respective occupants for parking their two wheelers.

2.17 All lands except the general commonly used areas, facilities and amenities, paths, lands, etc. within the AGH Colony earmarked for common use falling outside the land underneath the said block / tower in which flat of the Purchaser(s) is situated or any other facility or amenity, as may be provided, at the sole option and sole discretion of the Developer or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to shops, crèche or any other facilities / amenities even if provided in the stilts of the building / tower are specifically excluded from the scope of this Agreement and the Purchaser(s) shall have no ownership rights, no right of usage, no title, no interest or no claims, whatsoever, in any form or manner in such land(s), areas, facilities and amenities within the stilts of the said building, the said portion of the Project Land or anywhere in the Project other than as specifically agreed to herein. The Purchaser(s) hereby gives an irrevocable undertaking to the Developer that the Purchaser(s) shall never claim any rights, title or any interest in these land(s), areas, facilities and amenities, as they are not included within the scope of this Agreement and are not included in the Agreement in any manner, and for which the Purchaser(s) agrees that the Purchaser(s) shall not at a later date, after execution of this Agreement, attempt to raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities. The Developer, its associates, its collaborators, as the owner of such lands, areas, facilities and amenities shall have the sole right and absolute authority to deal with the said land(s), areas, facilities and amenities in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode, which the Developer may deem fit in its sole discretion. The Purchaser(s) further confirms and represents that the Purchaser(s) has not made any payment to the Developer in any manner whatsoever and the Purchaser(s) hereby agrees that the Developer has not indicated, promised, represented or given any impressions of any kind in an explicit or implicit manner whatsoever, that the Purchaser(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said block / tower in which flat of the Purchaser(s) is situated, save and except the use of general commonly used areas for the purpose of direct exit to a nearest public street, nearest road only to be identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Purchaser(s). The Developer relying on the aforesaid understanding and undertaking of the Purchaser(s), to not to claim any rights, title or interests, in the land(s), areas, amenities and facilities other than the land underneath the said block / tower in which the flat allotted to the Purchaser(s) is situated, has agreed to allot the Flat and this understanding and the undertaking of the Purchaser(s) shall survive throughout the occupancy of the Flat by the Purchaser(s), its legal representatives, successors, administrators, executors, assigns or nominees.

2.18 It is clearly agreed and understood between the Parties that this Agreement is strictly and only in respect of the Flat agreed to be sold in terms of this Agreement. The various community facilities such as shopping centre, community centre, crèche, etc. are expected to come up in stages over a period of time. Delay in the provision of such facilities or non provision of such facilities does not entitle the Purchaser(s) to cancel this Agreement or withhold or claim any damages or delay or deny the payments as may be due from time to time in terms of various clauses of this

Agreement. However, the nature, extent, specifications, time and other matters related to the provision of these facilities shall be at the sole discretion of the Developer.

- 2.19 A two wheeler parking space will be allotted to the Purchaser(s) for the exclusive use of the Purchaser(s) and the said parking space shall be understood to be joint with the Flat and the same shall not have any independent existence detachable from the Flat. The Purchaser(s) undertakes to not to sell or transfer or deal with the reserved parking space independent of the Flat. The Purchaser(s) undertakes to park its vehicles in the parking space allotted to him / her and not anywhere else in the AGH Colony. The Purchaser(s) agrees that all such reserved parking spaces allotted to the occupants of the building(s) / AGH Colony shall not form part of the Common Areas and Facilities. The Purchaser(s) agrees and confirms that the reserved parking space allotted shall automatically stand cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession, etc. of the Flat under any of the provisions of the Agreement. Under no circumstances, the Purchaser shall have a right to enclose or to raise boundary, barricade or modify in any form the space for the reserved parking space.
- 2.20 The Purchaser(s) has the right to visit the project site to assess the extent of development of the Project and his Flat.
- 2.21 The Developer agrees to pay all outstanding payments before transferring the physical possession of the Flat to the Purchaser(s), which it has collected from the Purchaser(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outstanding(s) collected by it from the Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the Flat to the Purchaser(s), the Developer agrees to be liable, even after the transfer of the Flat, to pay such outstanding(s) 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 there for by such Authority or Person.

### **3. Plans, Designs and Specifications**

- 3.1 The Developer is in the process of developing the AGH Colony in accordance with approved building plans for the group housing colony to be developed on the Project Land, as approved by the concerned Authority, which has been explained to and understood by the Purchaser(s).

It is agreed that the Developer shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Annexure - C** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat, without the previous written consent of the Purchaser(s) as per the provisions of the RERA Act and RERA Rules made there under or as per approvals/instructions/ guidelines of the competent Authorities. Provided that, the Developer may make such minor additions or alterations as may be required by the Purchaser(s), or such minor changes or alterations as per the provisions of the RERA Act and RERA Rules made thereunder or as per approvals/ instructions/ guidelines of the competent Authorities.

Provided, however, if as a result thereof, there be any change in the location of the Flat, number, boundaries or Carpet Area of the Flat, the same shall be valid and binding on the Purchaser(s). Further, if there is any increase or decrease in the Carpet Area of the Flat as a result thereof, then the Purchaser(s) shall be liable to pay the revised amount of Total Price for the purchase of the Flat calculated at the rates as mentioned in the Agreement. If there is reduction in the Carpet Area then the Developer shall refund the excess money paid by Purchaser(s) within 90 days with annual interest at the rate prescribed in the RERA Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the Carpet Area of the Flat allotted to the Allottee(s), the Developer may demand that from the Purchaser(s) as per the next milestone of the Payment Plan as provided in **Annexure - B**.

- 3.2 The Purchaser(s) has also understood and agreed with the Developer that if for any reason any changes are required to be made by the sanctioning Authorities or by the architect or by the Developer in the building plans of the AGH Colony, resulting in the increase or decrease in the Carpet Area as mentioned herein or any change in its shape or

location, the Purchaser(s) shall have no right to raise any claims, monetary or otherwise, except that the Total Price will be calculated on the revised Carpet Area as per the terms contained and agreed herein.

- 3.3 In the event of absolute deletion of the allotted Flat herein on account of reduction of overall number of Flat(s) in the AGH Colony or the allotted Flat is not being constructed, for any reasons whatsoever, then the Developer would allot an alternative flat / unit in the AGH Colony, subject to the availability, and the Purchaser(s) shall be liable to pay the difference in the Consideration of alternative Flat, if any. The Purchaser(s) shall have no right to claim any damages, interests etc. for any such change in the allotted Flat. The Purchaser(s) shall be obliged to accept the alternative flat allotted to him by the Developer.

#### **4. Due Diligence**

The Purchaser(s) has carried out due diligence to his entire satisfaction relating to the rights, title and interests of the Developer with respect to the Flat after going through the ownership record(s), inspection of site and other related matters to confirm the competence of the Developer to convey and transfer the Flat to the Purchaser(s). It is hereby understood and agreed that upon signing of this Agreement, the Purchaser(s) is deemed to have completed all due diligence to his entire satisfaction.

#### **5. Possession**

##### **5.1 Handing over of possession:**

- 5.1.1 Subject to Clause 12 herein or any other circumstances not anticipated and beyond the control of the Developer or any restraints / restrictions from any courts / Authorities but subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of the Total Price and having complied with all provisions, formalities, documentations, etc., as prescribed by the Developer, the Developer proposes to offer the handing over the physical possession of the Flat to the Purchaser(s) within a period of forty eight (48) months from the Commencement Date.
- 5.1.2 The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the RERA Authority including any subsequent extension granted to the Developer by the said Authority and towards handing over the Flat to the Purchaser(s) and the Common Areas and Facilities to the association of allottees or the competent Authority, as the case may be, as provided under the Policy and the Applicable Laws.
- 5.1.3 The Developer shall give a Notice of Possession to the Purchaser(s) wherein the Purchaser(s) will be granted 30 days period, or such other period in the sole discretion of the Developer, to complete the formalities and payment of amount demanded in the Notice of Possession. The Developer shall provide copy (on demand) of occupation certificate or part thereof in respect of Project at the time of execution of conveyance deed of the Flat in favour of the Purchaser(s). The Purchaser(s) on completing the payment of the amount demanded shall become eligible for execution of the Conveyance Deed and taking over the possession of the Flat from the Developer. In the event the Purchaser(s) fails to make the complete payment of the amount demanded or fails to complete all the documentation and necessary formalities as informed vide Notice of Possession within the specified period from the date of such communication, the Purchaser(s) shall be deemed to be custodian of the Flat from the date indicated in the Notice Of Possession (Deemed Possession) and the said Flat shall remain at the risks and costs of the Purchaser(s) thereafter.
- 5.1.4 Under no circumstances, the Purchaser(s) shall seek and be entitled to the possession and registration of the Conveyance Deed of the Flat in his favour prior to making the payment as demanded and completion of all formalities within the period as mentioned in the Notice of Possession. In the event of the failure of the Purchaser(s) to complete the payment and necessary formalities and documentation within the specified period of thirty (30) days of Notice of Possession, the Purchaser(s) shall have to make the payment of interest for delay in the making the payment as demanded vide Notice of Possession, as applicable, in respect to the Flat prior to seeking and be entitled to the possession and registration of the Conveyance Deed of the Flat.

- 5.1.5 The Purchaser(s) agrees and confirms that in the event the Developer abandons the construction and development of the Flat, this Agreement shall stand terminated as if it has been terminated with mutual consent, and subject to the Purchaser(s) not being in default of any of the terms of this Agreement, the Developer shall refund the actual amount less amount of Statutory Dues paid by the Purchaser(s) without any interest thereon.
- 5.1.6 The Purchaser(s) agrees that if the Purchaser(s) fails, ignores or neglects to make the payment of final installment, as demanded by the Developer in the Notice of Possession, then notwithstanding any other provision contained herein, the Flat shall remain in possession of the Developer at the risks and costs of the Purchaser(s).
- 5.1.7 If the Developer fails to complete the construction of the Flat within the period as mentioned in this Agreement, then the Purchaser(s) agrees that the Developer shall be entitled to reasonable extension of time for delivery of possession of Flat.
- 5.1.8 Upon the Purchaser(s) taking over possession of the Flat, the Purchaser(s) shall have no claim against the Developer in respect of area, specifications, quality, construction and any item of work in the Flat which may be alleged not to have been carried out or completed or for any designs, specifications, building materials used or for any other reason whatsoever. Any complaints that the Purchaser(s) may have with respect to the said Flat regarding the above should first be resolved by the Purchaser(s) with the Developer before taking over the possession of the said Flat.
- 5.1.9 Further, the Purchaser(s) agrees that in the event of his failure to make the payment as demanded in the Notice Of Possession of the Flat within the time stipulated by the Developer in its Notice Of Possession, the Purchaser(s) shall have no right or claim in respect of specifications, quality, construction of any item of work in the Flat, which he may allege not to have been carried out or completed or in respect of any design specifications, building materials, quality, construction and any item of work or any other reason whatsoever and that he shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Flat. On the expiry of the period specified in the Notice of Possession, the Purchaser(s) shall be deemed to have waived all the objections, concerns or claims in respect to the workmanship, quality or specifications of any item of work in the Flat.
- 5.1.10 The Purchaser(s) has understood that the possession of various blocks / towers comprised in the AGH Colony and the various common facilities planned therein shall be ready and complete in phases and will be delivered for the usage of the residents of the AGH Colony as and when completed. The delivery of the possession of the Flat to the Purchaser(s) is not at all dependent upon the completion of the AGH Colony and the common facilities planned therein.
- 5.1.11 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser(s) agrees and undertakes that if the Developer offers the physical possession of the Flat before the time period as mentioned in this Agreement, the Purchaser(s) shall have to make the complete payment of the outstanding Total Price along with such other dues, taxes and charges as may be demanded by the Company prior to taking over the physical possession of the Flat.

## **6 Termination, cancellation and forfeiture:**

- 6.1 The timely payment of each instalment (as mentioned in Annexure-B) of the Total Price as stated herein is the essence of this transaction / Agreement. In case payment of any instalment as may be specified is delayed, then the Purchaser(s) shall pay interest on the amount due at the Interest Rate. However, if the Purchaser(s) neglects, omits, ignores, or fails for any reason whatsoever to pay in time to the Developer any of the instalments or other amounts and charges due and payable by the Purchaser(s), a reminder may be issued to him for depositing the due instalments within 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of

more than ten thousand in the state for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled at the sole discretion of the Developer. In such cases also an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) along with other Forfeitable Amounts will be deducted by the Developer and the balance amount shall be refunded. Such flats may be considered by the Developer for offer to any other Person.

- 6.2 The Purchaser(s) has fully understood and agrees that in case the Purchaser(s) withdraws or surrenders his allotment, for any reason whatsoever at any point of time, then in that event the Developer shall deduct the Earnest Money along with Forfeitable Amounts and refund the balance sum to the Purchaser(s) without any interest. The Purchaser(s) shall be left with no right or interest over the Flat or any other area of the AGH Colony upon making the request of withdrawal to the Developer and the Developer shall be entitled to allot the said Flat to any other applicant in the waiting list.
- 6.3 The Developer shall also be entitled to and reserves its right to cancel/terminate this Agreement in case (a) allotment has been obtained through misrepresentation and suppression of material facts, OR (b) Purchaser(s) violates any of the terms and conditions imposed by the Policy upon the Purchaser(s), OR (c) any default on the part of the Purchaser(s) for breaching, violating the terms and conditions of registration / allotment as per this Agreement, affidavit, undertaking or any other agreement. The consequences of termination and cancellation of the allotment of the Flat shall be as per the Agreement as stated herein arising out of defaults of the Purchaser(s).

## **7 Maintenance:**

- 7.1 The AGH Colony shall be maintained by the Developer or any of its designated or appointed nominee or agency for a period of five years from the date of receipt of the occupation certificate from the Authorities with respect to the AGH Colony or part thereof.
- 7.2 The maintenance and insurance of the Flat shall always be the responsibility of the Purchaser(s) and the Developer shall not be liable for the maintenance and upkeep and insurance of the Flat or anything inside the Flat.
- 7.3 At the end of five years from the date of occupation certificate granted in respect to the AGH Colony, the maintenance of the AGH Colony along with necessary documents, plans and common areas shall be handed over to the registered flat owners' welfare association of the AGH Colony or the competent Authority, as the case may be, and thereafter the Developer shall have no further obligation to provide any maintenance services to the AGH Colony.
- 7.4 The Purchaser(s) undertakes that he shall become a member of the association of the flat owners of the AGH Colony to be registered and formed under Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc. as and when required by the Developer to do so.
- 7.5 The Purchaser(s) or its assigns, agents or nominees shall comply with the rules and regulations laid down by the Developer or maintenance agency at all times.
- 7.6 The Purchaser(s) agrees and undertakes that the lawns and other common areas shall not be used by him or any occupant for conducting personal functions, such as marriages, parties, etc. If any common space is provided in any tower or building for organizing meetings and small functions, the same shall be used with the permission of the Developer / maintenance agency / residents welfare association on making such deposits / charges as may be fixed by the maintenance agency / Developer/ residents welfare association.

## **8 Transfer/Nomination**

- 8.1 The Purchaser(s) shall be further prohibited from transferring or selling or creating any third party rights or interests either by way of lease or license or otherwise for a period of one year from the date of taking over the physical possession of the Flat by the Purchaser(s) from the Developer.

- 8.2 In the event the Purchaser(s) still commits the breach of the aforesaid conditions then in that event the Purchaser(s) shall pay a penalty of 200% of the Consideration amount of the Flat to Town and Country Planning Department, Haryana. Upon failure to pay the penalty by the Purchaser(s), the Flat shall be resumed and shall be dealt with in accordance with the terms of the Policy and in consultation with the concerned Authority.

## **9 Statutory Dues**

- 9.1 The Purchaser(s), from the date of execution of this Agreement, shall always be responsible and liable for the payment of all the Statutory Dues, including interest levied or paid by the Developer on any of the above as may be levied on the AGH Colony in proportionate share. In case any Statutory Dues are levied after the execution of the Conveyance Deed, the same shall be payable by the Purchaser(s) on pro rata basis. All such amount shall be payable on demand, as the case may be, either to the Developer or to the concerned Authority as the case may be.
- 9.2 The Purchaser(s) further understands and agrees that the External Development Charges (EDC) and Rural Infrastructure Development Charges (IDC) have not been finalized by the concerned Authority (DGTCP) and the Purchaser(s) shall be liable to make any further amount as may be demanded by the Developer on account of the revision of such charges in future by the said Authority and demanded from the Developer or the maintenance service provider.
- 9.3 In addition to the External Development Charges, as mentioned hereinabove, any Authority may impose / levy additional Statutory Dues retrospectively or otherwise, in the nature or on account of development of infrastructure facilities, by whatever name called, the Purchaser(s) agrees to pay any such additional Statutory Dues levied by the Authority either directly to the concerned Authority(ies) or if paid by the Developer or demanded from the Developer, the Purchaser(s) shall pay the same to the Developer on pro-rata basis. In case the Conveyance Deed has already been executed in favour of the Purchaser(s) by the Developer and the Purchaser(s) refuses or neglects to pay any such new levy or imposition of any Statutory Dues as may be demanded by the Developer, in furtherance to the demand raised by the concerned Authority after the execution of such Conveyance Deed, then in that event the pro-rata demand made by the Developer on the Purchaser(s) shall be treated as unpaid consideration of the Flat and the Developer / Confirming Party shall have first charge and lien on the Flat to the extent of such unpaid amount till such amount is paid by the Purchaser(s) to the Developer.
- 9.4 The Purchaser(s) agrees to make the payment of such sums towards the security deposits for the electricity connection and other facilities connection charges which are not included in the consideration of the Flat determined herein and the same shall be paid by the Purchaser(s) as and when demanded by the Developer.
- 9.5 The Purchaser(s) shall permit the supervisors, agents of the Developer or the maintenance service provider at all reasonable times to enter into the Flat for the purpose of inspection or repairing any part of the said Flat pertaining to the common services and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.
- 9.6 The Developer shall have first charge on the Flat for all its dues and other sums payable by the Purchaser(s) to the Developer.
- 9.7 In the event of non-payment of any of the dues of the Developer or in the case of breach of any of the terms and conditions of this Agreement, by the Purchaser(s) as per the terms of the Agreement, the Developer reserves its right to withdraw all or any of the facilities and also disconnect electricity and, or water supplies to the Flat or initiation of any other action as may be deemed fit by the Developer in its sole and absolute discretion.

## **10 Mortgage, Finance and first charge**

- 10.1 The Purchaser(s) hereby authorizes and permits the Developer to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage of the Flat or the land underneath subject to the condition that the Flat along with the land underneath shall be made free from all encumbrances at the time of execution of Conveyance Deed in favour of the Purchaser(s).

- 10.2 The Purchaser(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Developer on the Flat or the land underneath and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms hereof or incidental thereto and such mortgage(s) or encumbrances shall not constitute an excuse for the Purchaser(s) for not completing the payment of the agreed Total Price of the Flat or performing all the Purchaser(s)'s other obligations hereunder or be the basis of any claim against or liability of the Developer. However, the Developer undertakes that at the time of the execution and registration of the Conveyance Deed the Flat in favour of the Purchaser(s), the Flat shall be made free and clear of all such encumbrances created by the Developer.
- 10.3 In the event the Purchaser(s) wants to avail a loan facility from any bank, financial institution or his employer to facilitate the purchase of the Flat, the Developer shall facilitate the process but the Developer shall not be held liable for refusal to grant the loan to the Purchaser(s) owing to non-production of any document or deed by the Developer. Further, the terms of the loan shall exclusively be binding and applicable on the Purchaser(s) only. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan shall rest exclusively on the Purchaser(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per the payment plan, shall be ensured by the Purchaser(s), failing which, the Purchaser(s) shall be governed by the provisions of the Agreement and no request for extension of time for payment of installment shall be accepted by the Developer. In case the Purchaser(s) or the bank / financial institution on his behalf defaults in making the payment of installments then the Developer shall be entitled to cancel the allotment of the Flat and forfeit the Earnest Money and deduct the Forfeitable Amounts from the sums deposited with the Developer and the balance amount (if any) shall be refunded by the Developer to the bank / financial institution.

## **11 Electricity Supply and Water Connections**

- 11.1 The Purchaser(s) understands, agrees and undertakes that the Purchaser(s) shall on his own apply directly to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") / Haryana Vidyut Prasaran Nigam ("HVPN") / State Electricity Boards ("SEBs") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement to be given in respect to the Flat. The Developer shall be responsible to provide / create only the main electric substation, distribution sub-station, feeding arrangements along with electrical infrastructure comprising of the distribution networks and trenches, electrical transformers, electrical switch gears, electrical panels, feeder panels, supply of cables connecting feeder pillar to distribution boards, etc. and other required infrastructure as may be required and created as per the guidelines DHBVN / HVPN / State Power and Transmission Utilities and conditions of approved electrification plan. The Purchaser(s) agrees and undertakes to pay the Electrification Charges to the Developer.
- 11.2 In case the Purchaser(s) fails to pay the aforesaid Electrification Charges or any other Charges, then it shall be treated as unpaid portion of the Consideration payable by the Purchaser(s) herein for the Flat and the conveyance deed of the Flat may be withheld / delayed by the Developer till full payments thereof are received. Further the Purchaser(s) herein agrees that the Developer shall be entitled to withhold services to the Flat till full payment of such deposits and Charges is received by the Developer. Further, in the event the Developer or the maintenance service provider becomes entitled to bulk supply of electrical energy, the Purchaser(s) herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Purchaser(s) rights to apply for individual / direct electrical supply connection directly from DHBVN or any other authority responsible for supply of electrical energy. An undertaking in this regard is being executed by the Purchaser(s). The Purchaser(s) also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Developer or the maintenance service provider, from time to time, for the purpose of availing the electricity supply/ connection for the Purchaser(s). The Purchaser(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer or the maintenance service provider. It is agreed by the Purchaser(s) that the above said charges shall be in addition to the consumption charges towards consumption of electrical energy, which consumption charges shall include but not being limited to meter hire charges, per unit consumption of electrical energy, etc. It is further agreed and accepted by the Purchaser(s) that the supply of electrical energy shall be subject to the availability of the same with the Developer or the maintenance service provider, and the Purchaser(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer / maintenance service provider, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / maintenance service provider.

- 11.3 The Purchaser(s) further undertakes that it shall never default in making the payment of its proportionate share of water consumption charges.

**12 Timely Payment is the Essence of this Agreement**

- 12.1 Timely payment by the Purchaser of all its dues and payments as provided for under the terms of this Agreement is the essence of this Agreement. Without prejudice to the rights of the Developer under the Agreement, the Developer may at its sole discretion waive the breach by the Purchaser(s) in not making timely payments as per the Payment Plan on such terms, conditions and charges as may be considered appropriate by the Developer including but not limited to the acceptance of the due amounts along with interest at the Interest Rate. The decision of the Developer in this regard shall be final and binding upon the Parties.
- 12.2 The Purchaser(s) represented and warranted to the Developer that the Purchaser(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Flat as and when demanded by the Developer. The Developer may get the facility of housing loans sanctioned through certain public or private sector banks on the project in order to assist the customers of the project to avail housing loans. The Purchaser(s) understands and agrees that the Developer is not obligated to provide the title deeds and sanctions and approvals either in original or photocopies to each and every individual customer of the project for availing housing loans from banks other than with which the Developer may enter into a tie up. Thus, the Purchaser fully understands and agrees that the Purchaser(s) may obtain finance from any financial institution/bank or any other source but the Purchaser(s) obligation to purchase the Flat or making the payment of the due installments to the Developer as per the terms of this Agreement shall not be contingent on obtaining the finance from the banks other than banks tied up by the Developer for grant of housing loans to the customers of the project. It is made absolutely clear to the Purchaser(s) that even the tied up banks and financial institutions may withdraw from the understanding with the Developer to provide housing loans to the customers of a Project at any point of time, therefore the Developer shall not be held liable for any delay or failure to sanction the housing loan to the Purchaser(s) from the tied banks or financial institutions. Purchaser(s) agrees and have fully understood that the Developer shall not be under any obligation of any nature whatsoever to make arrangement for the loan facilities to the Purchaser(s) from any bank/financial institution. Purchaser(s) shall not omit, ignore, withhold, fail or delay the due payments to the Developer in time as per the Payment Plan in terms of this Agreement or the due installments by the respective due date on the grounds of the non-availability of bank loan or finance from any bank/financial institution for any reason whatsoever and if the Purchaser(s) fails to make the due payment in time to the Developer then the Developer shall have right to terminate this Agreement in accordance with the terms of this Agreement.
- 12.3 The Purchaser(s) agrees that the Purchaser(s) shall arrange and provide no objection certificate from the financial institution / bank from whom the Purchaser(s) may have obtained the housing loan facility, prior to the execution and registration of the conveyance deed of the Flat, to the Developer and only on receipt of such no objection certificate from such financial institution / bank, the Developer shall execute and register the conveyance deed of the Flat in favour of the Purchaser(s).

**13 Statutory Compliances and other obligations**

- 13.1 That the Purchaser(s) hereby agrees and undertakes to comply with from time to time, after he has been put in possession or Deemed Possession, all requirements, requisitions, demands, and repairs, etc. as may be and as are required to be complied with by any Authority in relation to the Flat and/or the land appurtenant thereto. The Purchaser(s) shall keep the Developer indemnified and harmless against all such demands or requisitions.
- 13.2 The Purchaser(s) has read and fully understood and agreed and undertook to observe all the terms and conditions of this Agreement, the terms and conditions of the Policy and also those of the License granted to the Developer for the AGH Colony and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as imposed by any Authority and also the rules, regulations and policies as may be made pursuant to providing the maintenance services and shall always fully observe and perform all the terms and conditions contained in this Agreement.
- 13.3 The Purchaser(s) shall not use/cause to be used the Flat for any other purpose except for residential use. The Purchaser(s) specifically undertakes not to use the Flat or suffer it to be used for any activity that is prohibited /

irregular / illegal or other activity that is hazardous, illegal or may cause nuisance of any nature to the other occupants and inhabitants of the AGH Colony.

- 13.4 The Purchaser(s) (in case if he is a Non-Resident India "NRI"/Person of Indian Origin "PIO") agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999(FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. The Purchaser(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Purchaser(s) shall alone be liable for any action under FEMA. The Purchaser(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Purchaser(s) and such third party shall not have any right in this Agreement in any way and Developer shall issue the payment receipts in favour of the Purchaser(s) only. In case of any default thereof or its failure to comply with any such applicable provisions resulting in the Purchaser(s) failing to fulfill any of the terms of this Agreement partially or wholly, or which results in the frustration of this Agreement in any other manner specially regarding payment of agreed Consideration including all Charges and dues, then the Developer shall be entitled to terminate this Agreement forthwith and forfeit the Earnest Money and the Forfeitable Amounts, as per the terms of the Agreement. In case there is a change in the residential status of the Purchaser(s) after the execution of the Agreement, the Purchaser(s) shall inform the Developer in writing without delay.

#### **14 Force Majeure**

- 14.1 The compliance of the terms and conditions of this Agreement by the Developer shall be subject to *force majeure*. The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions.
- 14.2 In the event, the offer of possession of the Flat is delayed due to Force Majeure, the time period for *offering* possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Purchaser(s) shall not be entitled to any compensation for the period of such delay. The Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Flat hereunder shall stand terminated and the Developer shall refund to the Purchaser(s) the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date on which Developer confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Purchaser(s) about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Purchaser(s), the Purchaser(s) agrees that it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **15 Representations by the Developer**

The Developer hereby represents and warrants to the Purchaser(s) as follows:

- 15.1 The Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- 15.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 15.3 There are no encumbrances or third party rights upon the said Project Land and the Project except as is permissible in terms of the Agreement and other allottees;
- 15.4 All approvals, licenses, sanctions and permission issued by the competent Authorities with respect to the Project as well as for the Flat being sold to the Purchaser(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all

Applicable Laws in relation to the Project or phase(s), as the case may be, as well as for the Flat and for common areas;

- 15.5 The Developer 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 Purchaser(s) created herein, may prejudicially be affected;
- 15.6 At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat alongwith parking to the Purchaser(s);
- 15.7 It is expressly agreed between the Parties that any advertisements, brochures, hand bills issued by the Developer does not form the basis of this Agreement with the Developer. The Developer is only bound by the terms and conditions as incorporated in writing in this Agreement.
- 15.8 That this Agreement constitutes the entire agreement between the Parties and to the extent of any inconsistency supersedes all previous arrangements, averments, representations whether direct or indirect or through any means of mass media between the Parties concerning the matters as are mentioned herein whether oral, written or implied.
- 15.9 That the Developer reserves the sole right to develop the unused areas and/or open and vacant areas / spaces in the said Project in accordance with the necessary sanctions, as and when, obtained by the Developer and the Purchaser(s) shall have no objection or reservation, whatsoever towards the development of the same by the Developer or any of their appointed nominee(s) or assignee(s).

## **16 Purchaser's Confirmations and Undertakings**

- 16.1 The Purchaser(s) has read and understood the terms of the Agreement and only after fully understanding the terms of the Agreement, knowingly, willingly and consensually accepted its terms and has affixed his signatures in token of the acceptance.
- 16.2 The Purchaser(s) has read and understood the terms of the Policy under which the License has been granted to the Developer.
- 16.3 The Purchaser(s) confirms that after handing over of the possession of the Flat in terms of this Agreement, the Purchaser or its tenants or licensees shall have no rights whatsoever to make any additions, alterations, demolitions, erections or changes in the layout plan of the Flat or its elevation or its outer façade. In case the Purchaser(s) does any act in contravention of the clause, the Developer and / or the Authorities are entitled to initiate appropriate proceedings as may be deemed fit and/or for recovery of any damages, costs and expenses incurred to restore the Flat to its original condition and position.
- 16.4 The Purchaser(s) has further admitted and agreed to make the payment of any other and further amounts on account of revision of any of the Charges including but not limited to EDC on account of revision by the relevant Authorities or levy of any fresh taxes or levies. The Purchaser(s) shall not question the demand raised by the Developer on account of revision of any Charges.
- 16.5 The Purchaser(s) admits, accepts and acknowledges that the Purchaser(s) has been informed of the fair and correct status of the approvals, sanctions, Carpet Area, layouts, location, size, sector and other relevant details of the Flat as asked or desired by the Purchaser(s) and is thus accepting the present allotment of the Flat done by the Developer without any objections or concerns whatsoever.
- 16.6 The Purchaser(s) has seen, reviewed and accepted the Payment Plan annexed herewith and the specifications as given in **Annexure – C** annexed to this Agreement and the Purchaser(s) has accepted and consented to the same.
- 16.7 The Purchaser(s) further authorizes the Developer to carry out such additions, alterations, deletions and modifications in the building plans of the tower, floor plans, layout plans of the flats / units including the number of flats / floors as the Developer may consider necessary or as directed by any competent Authority and / or by the architect at any time till the occupation certificate is granted.

- 16.8 The Purchaser(s) further agrees and authorizes that the Developer shall have the right to make additions to or put up additional structure in / upon the tower or anywhere in the AGH Colony as may be permitted by the competent Authorities and such additional structures shall be the sole property of the Developer which the Developer shall be entitled to dispose in any way it chooses without any interference on the part of the Purchaser(s). The Developer is fully entitled to develop and construct additional floors on the towers / buildings of the AGH Colony after obtaining sanction and permission from the relevant Authorities and the Purchaser(s) undertakes and agrees to not to object or claim any rights, title or interest in the said additional floors to be constructed over the buildings / towers.
- 16.9 The Purchaser(s) shall, after taking possession, be solely responsible to maintain the Flat along with 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 Flat alongwith 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 Flat alongwith parking and keep the Flat alongwith 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.
- 16.10 The Purchaser(s) and the association of allottees further undertakes, assures and guarantees that neither of them would 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 Purchaser(s) and the association of 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 Purchaser(s) and the association of allottees shall not store any hazardous or combustible goods in the Flat and parking or place any heavy material in the common passages or staircase of the Building. The Promoter and the allottee(s)/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner the right of passage or access or common areas which otherwise are available for free access. The Purchaser(s) and the association of allottees shall also not remove any wall, including the outer and load bearing wall of the Flat and parking, as the case may be including covering the balcony area through permanent or temporary structure(s)/ devices.
- 16.11 The Purchaser(s) and the association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions

## **17 Alterations of unsold Flat(s)**

The Developer shall have unfettered rights, without seeking any prior approval or consent from anyone in the AGH Colony to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units/flats within the AGH Colony and the Purchaser(s) agrees not to raise any objections or make any claims on this account.

## **18 Defect Liability:**

- 18.1 It is agreed that in case any structural defect or any other material defect in quality of the Flat is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser(s) from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within ninety days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the RERA Act.
- 18.2 Provided that, the Developer shall not be liable for any such structural/ architectural defect induced by any act, deed or thing done by the Purchaser(s), by means of carrying out structural or architectural changes from the original specifications/ designs.

## **19 General Clauses**

- 19.1 The Purchaser(s) agrees that the Developer or its agents or nominees, at their sole and absolute discretion, may subject to such government approvals as may be necessary, enter into an arrangement for generating and/or

supplying power / electricity to the various complexes within or outside the Sohna, Haryana including the AGH Colony. In such an eventuality the Purchaser(s) fully concurs and confirms that the Purchaser(s) shall have no objection to such arrangement for generating and / or supplying of power / electricity but also gives complete Purchaser(s) directly and has noted the possibility of it being the only distributor or supplier of the power / electricity to the Purchaser(s), to the exclusion of power supply from DHBVN/State electricity Boards (SEBs)/ any other source. The Purchaser(s) further agrees that this arrangement could be provided within the various complexes of Gurugram, Haryana by the Developer or its agents directly or through the respective resident's welfare association of such complexes. It is further agreed by the Purchaser(s) that the Developer or its agents or nominees shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Developer or its agents in their sole and absolute discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around Sohna, Haryana including within or nearby the AGH Colony.

- 19.2** The obligations undertaken by the Purchaser(s) in general and specifically those regarding payments as stated herein in this Agreement, including but not limited to all Statutory Dues, any fresh incidence of taxes or any enhancement of such taxes thereof, water and electricity charges, shall be the conditions that run with the Flat irrespective of the owner/occupant of the Flat for the time being and they shall survive the conveyance / sale / transfer of the Flat by the Purchaser(s) and be binding on the subsequent transferee, successors in interest and any person claiming through the Purchaser(s) subject to the terms of the Policy. The Purchaser(s) shall be bound to disclose these conditions in any transfer document executed by the Purchaser(s) in future and they shall in turn be binding on the transferees, successors in interest and/or any other person claiming under them in the future and no owner / transferee of the Flat shall be entitled to put up a defense of non-disclosure of or lack of knowledge of such terms and conditions.
- 19.3** The Purchaser(s) agrees and undertakes that the Purchaser(s) shall not at any time before or after taking possession of the Flat have any right to object to the Developer constructing or continuing with the development and construction work of the AGH Colony. The Purchaser(s) further undertakes on account of the larger interest of the other purchasers / owners / occupants of the units in other buildings /structures to not to claim any relief or stay, injunction, etc. from any court/authority that may impede/cause delay in handing over possession therein to such purchasers / owners / occupants.
- 19.4** The Purchaser(s) from the date of possession or Deemed Possession shall maintain the Flat at his cost and in a good habitable condition The Purchaser(s) shall be solely responsible for any claim, loss or damage arising out of breach of any of these conditions.
- 19.5** The Developer has not authorized any other person or entity to represent himself/ itself as an agent/ dealer/ broker acting on behalf of the Developer or to receive any payment from the Purchaser(s) by way of any commission, brokerage, premium or any other payment in cash or in kind for getting an allotment of a flat in the AGH Colony and as such the Developer is not responsible for the Purchaser(s) having made any such payment to any person or entity. Purchaser(s) is only required to make payment to the Developer in the manner specified in this Agreement towards the allotment of the Flat along with such other charges as mentioned herein and for which appropriate receipts will be issued by the Developer.
- 19.6** The Purchaser(s) hereby agrees that the Purchaser(s) shall comply with and carry out, after he has taken over physical possession or Deemed Possession of the Flat, all requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by the Authorities in respect of the Flat from time to time at his own costs and expenses. The Purchaser(s) shall keep the Developer indemnified, secure and harmless against all costs, consequences and damages arising on account of non-compliance with the said requirements, requisitions, demands and repairs from the date of such notice and in case a consolidated demand is made for the land and /or building as a whole, the same shall be payable and be paid by all the owners of the flats / units in a building in proportion to the Carpet Area of their respective flats. Any taxes, levies or charges coming into force or imposed thereafter on the Developer as a result of any legal claim, rule or notification, shall also be reimbursed by the Purchaser(s) to the Developer which shall be payable on demand immediately.
- 19.7** This Agreement shall be signed and executed in duplicate and the Developer shall retain one copy and provide one copy to the Purchaser(s).

- 19.8** The Developer may modify, repair or otherwise make improvement to the project in accordance with specifications and in accordance with good industry practice, Applicable Laws and directives and shall for that purpose do all such acts, deeds and things necessary and expedient.
- 19.9** The size and location of the Flat is tentative and may change during the construction and development of the project. The Developer reserves the right to change the location and size of the Flat.
- 19.10** The Developer shall not be responsible for any postal delays and, or any claims and losses arising there from.
- 19.11** In case of any clarification or interpretation regarding these terms and conditions, the decision of the director(s) or any officer(s) authorized by the Developer in this regard shall be final and binding on the Purchaser(s).
- 19.12** The Purchaser(s) agree that the Developer shall have the right to transfer ownership rights of the said AGH Colony being developed over the Project Land in whole or in parts, subject to complying with the Applicable Laws , to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangements as may be decided by the Developer without any intimation, written or otherwise to the Purchaser(s) in its sole and absolute discretion and the Purchaser(s) shall not raise any objection in this regard. However, the rights of the Purchaser(s) vis a vis the Flat will not be affected in any manner whatsoever.
- 19.13** The Purchaser(s) should correctly mention his/her Permanent Account Number (PAN), if the same is not provided then the Allotment may be summarily rejected. The Agreement should be signed by the Purchaser(s) or his/her duly appointed and authorised attorney.
- 19.14** The Purchaser(s) shall indemnify and keep the Developer, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser(s) as mentioned in the Agreement.
- 19.15** The name of the project is “**OUR HOMES 3, Sector – 6, Sohna, Gurugram , ”**, which shall not be changed under any circumstances. The Purchaser(s) agree to use the word “ **OUR HOMES 3, Sector – 6, Sohna, Gurugram**”, as necessary suffix and prefix for their correspondence address. It is further agreed that the name of all societies /associations relating to the said AGH Colony or its user, maintenance etc. shall begin with words, “**OUR HOMES 3**”.

**20** **Waiver Not A Limitation To Enforce:**

- 20.1** The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) in not making payments as per the Payment Plan [Annexure - B] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.
- 20.2** 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.

**21** **Indemnity**

The Purchaser(s) hereby agrees that the Purchaser(s) will abide by the terms and conditions of this Agreement and the Applicable Laws and should there be any contravention or non-compliance of any of the provisions of this Agreement or the rules, regulations or byelaws, statutory or otherwise, or any of the conditions of the approvals and sanctions obtained pertaining to and related to the project / AGH Colony, the Purchaser(s) shall be solely liable to indemnify against all claims, damages, costs and expenses that may be claimed, whether actually suffered or not, from the Developer arising out of any breach, non-compliance or violation thereof by the Purchaser(s) or any person claiming through or under him. The Purchaser(s) further undertakes to keep the Developer, its nominees, and its officers/employees fully indemnified and harmless from and against all the consequences of breach by the Purchaser(s) of any of the terms and conditions of this Agreement or any law for the time being in force as also of

any of his representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them as a result or consequence, direct or indirect, of such breach or violation. The Purchaser(s) hereby accepts and acknowledges that this indemnity would cover all acts of omissions and commissions on his part, his representatives and/or any other person claiming under/through him.

22      **Stamp Duty**

The Purchaser(s) shall bear all the stamp duties, registration fees/charges and other related expenses for execution and registration of the Agreement and the Conveyance Deed of the Flat in favour of the Purchaser(s).

23      **Conveyance Deed**

The Purchaser(s) agrees to pay the Registration and Stamp Duty Charges for execution and registration of the Conveyance Deed with respect to the Flat as and when demanded by the Developer. It is hereby agreed, understood and declared by and between the Parties that the Conveyance Deed shall be executed and got registered in favour of the Purchaser(s) only after the receipt of Total Price including all Charges and Statutory Dues including any enhancements and fresh incidence of tax as agreed hereinabove along with connected expenses. The standard draft of the Conveyance Deed to be registered by the Developer in favour of the Purchaser(s) and other flat owners of AGH Colony shall be provided by the Developer at appropriate time.

24      **Binding Effect**

If the Purchaser(s) fails to execute and deliver this Agreement within thirty (30) days from the date of its dispatch to the Purchaser(s), then it shall be deemed that the Purchaser(s) is not interested in continuing with the allotment and in that event the allotment of the Purchaser(s) shall be treated as cancelled and in that event the Purchaser(s) shall only be entitled to refund of the amounts paid to the Developer, without any interest, after deduction of Earnest Money and Forfeitable Amounts.

25      **Entire Agreement**

This Agreement along with the preamble, recitals and all its annexures is the only Agreement touching upon the purchase of the Flat by the Purchaser(s) and this Agreement along with its annexures, supersedes any and all understandings, terms of the Application, other agreements, correspondence or arrangements, whether written or oral, if any, between the Parties. This Agreement, along with its preamble, recitals and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The terms and conditions of the Agreement shall continue to prevail and be binding on the Purchaser(s) and shall supersede the terms and conditions contained in the Application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing in a separate Agreement duly signed and executed by and between the Parties.

26      **Provisions of this Agreement applicable to Occupiers/Subsequent Purchaser(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 Flat/ AGH Colony, shall equally be applicable to and enforceable against the Purchaser(s) and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/transferees of the Flat subject to the terms of the Policy, as the said obligations are part and parcel of the Flat for all intents and purposes.

27      **Addresses for Communications and Notices**

- 27.1      The Purchaser(s) is getting his complete address for correspondence noted herein below at the time of executing this Agreement and all communications/notices/correspondences sent to the Parties respectively on their below mentioned addresses by way of reputed courier or registered post or speed post shall be deemed to be validly served on them,

**In case of Developer**  
***M/s Arete India projects Pvt.Ltd.***  
***Plot No – 25B, Sector 32***  
***Gurugram,Haryana.***

**In case of Purchaser(s)**  
**ZXY**

- 27.2 In case of any change of address, the Purchaser(s) shall without fail get the new address recorded with the Developer. It shall be the responsibility of the Purchaser(s) to inform the Developer about the subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Developer, failing which, all demand notices and letters posted at the address mentioned above shall be deemed to have been received by the Purchaser(s) within the time ordinarily taken by such communication and the Purchaser(s) shall be responsible for any default in payment and/or other consequences that might follow there from including termination/cancellation of the allotment /Agreement. In case of change of address, the Purchaser(s) undertakes to furnish the proof of address along with submitting an application for change of address so that the records of the Developer are updated and the communications are sent to the correct address. In the absence of submission of correct address or its proof with the Developer, the Developer shall not be held responsible for any delay or non-receipt of any of the communications or demand or letters by the Purchaser(s) although the Developer will continue to inform the Purchaser(s) through messages or over e-mails provided by the Purchaser(s).
- 27.3 In case there are joint Purchaser(s), all communication shall be sent by the Developer to the Purchaser(s) whose name appears first and at the address given by them and which shall for all intents and purposes be deemed to have been served on all the Purchaser(s) and no separate communications shall be necessary to the other named Purchaser(s). All letters/notices and communications so sent to the purchaser(s) shall be deemed to have been duly received by all purchaser(s) within 5 days from the date of dispatch.
- 27.4 In all communications to the Developer the reference of the said Customer Code No. and Unit Number must be mentioned clearly.

**28 Severability**

In the event any clause of this Agreement becomes infructuous, void, redundant and/or ineffective whether due to any statutory regulation or otherwise, the rest of the terms of this Agreement shall remain valid and binding upon the Parties hereto.

**29 Waiver**

- 29.1 Any delay or failure by the Developer to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of their right or remedy or a waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.

**30 Headings / Captions**

The headings / captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be derived by reading the various clauses in this Agreement as whole and not in isolation or in parts or in terms of the captions provided.

**31 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Haryana, India.

**32 Arbitration**

All or any disputes arising out of or touching upon or in relation to the terms 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 adjudicated upon and settled through arbitration by a sole arbitrator. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location at Gurugram.

33

**Jurisdiction**

This Agreement shall be subject to the sole jurisdiction of the Courts at Sohna, Haryana.

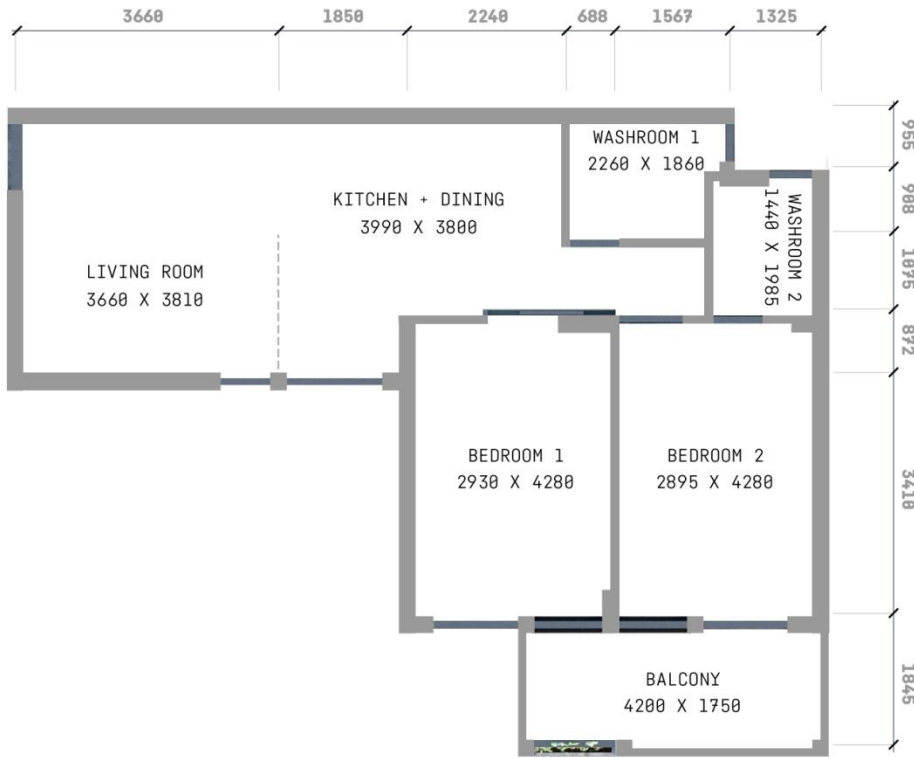
**IN WITNESS WHEREOF** the parties to this Agreement have signed on the date mentioned above at Sohna.

<b>WITNESS 1:</b>  Name:  Address:	<b>For</b>  <b>M/s Arete India Projects Pvt.Ltd.</b>  <b>Authorized Signatory</b>  <b>(DEVELOPER)</b>
<b>WITNESS 2:</b>  Name:  Address:	<b>PURCHASER(S)</b>

SL. No.	OWNER NAME	VILLAGE	RECTANGLE NO.	KILLA NO.	AREA	
					K	M
1	ARETE INDIA PROJECTS PVT. LTD.	SOHNA	144	10/2	7	15
			145	6/2	6	0
				7/2/1	1	16
			144	1/2	3	13
				10/1	0	5
			145	4/2	4	1
				5/2	4	0
				6/1	2	0
				7/1	2	0
				8/1/1	0	6
				4/1	3	7
				5/1	4	0
			144	1/1	4	7
			130	24/2/2	1	9
				25/2	2	0
			131	21/2/2	1	2
			TOTAL		48	1

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# Annexure – A



**629**  
SQ. FT.

**UNIT 5-2 BHK**

**Floor Plan of the Project "OUR HOMES 3"**

**Annexure - B**  
**Payment Plan**

<b>TIME OF PAYMENT</b>	<b>PERCENTAGE OF TOTAL PRICE PAYABLE</b>
<b>At the time of submission of the application for allotment</b>	<b>5% of Total Price</b>
<b>Within fifteen days of the date of issuance of Allotment Letter</b>	<b>20% of Total Price</b>
<b>Within six months from the date of issuance of Allotment Letter</b>	<b>12.5% of Total Price</b>
<b>Within twelve months from the date of issuance of Allotment Letter</b>	<b>12.5% of Total Price</b>
<b>Within eighteen months from the date of issuance of Allotment Letter</b>	<b>12.5% of Total Price</b>
<b>Within twenty four months from the date of issuance of Allotment Letter or Offer of Possession whichever is earlier</b>	<b>12.5% of Total Price</b>
<b>Within thirty months from the date of issuance of Allotment Letter or Offer of Possession whichever is earlier</b>	<b>12.5% of Total Price</b>
<b>Within thirty six months from the date of issuance of Allotment Letter or Offer of Possession whichever is earlier</b>	<b>12.5% of Total Price</b>

## ANNEXURE – C SPECIFICATIONS

STRUCTURE	Earth-quake resistant RCC framed structure
FLOORING	
Living / Dining	Premium Resin
Bedrooms	Premium Resin Flooring
Kitchen	Premium Resin Flooring
Balcony / Common Area	Anti-slip Ceramic Tiles
WALL FINISHES	
Walls and Ceiling	High quality Non VOC plastic paints/ A1 Quality Machine Produced Exposed & Polished Brickwork
External Finish	A1 Quality Machine Produced Exposed & Polished Brickwork/ Exposed Concrete finish
Toilets	Ceramic Tiles upto 4 ft height.
KITCHEN FINISHES	
Platform	Concrete slab finished with granite
Fittings	Standard C.P. Fittings & China Ware
OTHER FINISHES	
Windows & frames	Premium Aluminium windows with 10 years rust warranty
Doors	Wooden Flush Doors
Balcony Railing	MS Frames with chain-link mesh
Electrical Works	ISI Marked wires, switches and circuits
SECURITY	Gated complex

## INSTRUCTIONS

### IMPORTANT INSTRUCTIONS TO THE APPLICANT

#### PLEASE READ CAREFULLY

Upon successful allotment of the Flat (*as defined hereinafter*) to you the Applicant (*as defined hereinafter*) and subject to the Applicant performing all his obligations as mentioned in the Application submitted for allotment of the Flat or otherwise under the Affordable Housing Policy (*as defined hereinafter*), the Applicant is required to execute two (2) copies of the Agreement (*as defined hereinafter*) for the Flat to be allotted to the Applicant by the Developer company. This Agreement sets forth in detail, the terms and conditions of sale with respect to the said Flat and should be read carefully by each and every Applicant before signing it. The Applicant is expected to read each and every clause of this Agreement carefully and understand the legal implications thereof as well as understand his obligations and liabilities and the obligations and limitations of the Developer Company, as set forth in the Agreement. The Applicant shall thereafter, execute and deliver the two (2) copies of the Agreement to the Developer company within thirty (30) days from the date of dispatch of Agreement through registered post by the Developer. On the failure of the Applicant to return both the copies of the duly signed Agreement within the aforementioned time, the Application of the intending allottee may be cancelled by the Developer, in its sole discretion, and on such cancellation the Earnest Money (*as defined hereinafter*) and other Forfeitable Amounts (*as defined hereinafter*) shall stand forfeited and the Applicant shall be left with no right, title or interest whatsoever in the said Flat applied for by and/or allotted to the Applicant and/or in the Project or against the Developer or any of its directors, shareholders, employees or agents. This Agreement shall not be binding on the Developer until executed by the authorized signatory of the Developer company. Subject to the fulfillment of all the terms, conditions and criteria by the Applicant as stipulated in the Application, the Affordable Housing Policy, this Agreement or any applicable laws, rules, regulations or bye-laws made pursuant thereto or otherwise applicable, the Developer in its sole and absolute discretion may accept the Agreement duly signed by the Applicant and upon acceptance by the Developer, a signed copy of the Agreement by the Developer's representative will be returned to the Applicant for his/ her reference and record and the other copy shall be retained by the Developer. The Developer shall be entitled to reject and refuse to execute the Agreement if it is found that the intending allottee has made any corrections / cancellations / alterations / modifications therein. On non-fulfillment of any of the terms, conditions and criteria stipulated in the Application, the Affordable Housing Policy, this Agreement or any applicable laws, rules, regulations or bye-laws made pursuant thereto or otherwise applicable, the Developer reserves the right to reject any agreement executed by the Applicant in which case the decision of the Developer shall be final and binding on the Applicant.

The Applicant hereby confirms that it has read and understood the above instructions and each and all clauses of this Apartment Buyer's Agreement including all the annexures, schedules, attachments, supplements and appendices hereto, and the Applicant now executes the said Agreement out of his own free will and being fully conscious of his rights and obligations as well as the rights and limitations of the Developer and undertakes to faithfully abide by all the terms and conditions of the said Agreement.

<b>SIGNATURE(S):</b>	1)..... 2).....
<b>NAME(S) OF THE APPLICANT(S):</b>	1).MsXZY 2).....