

GIST OF THE AGREEMENT

- 1) That the project is registered with Haryana Real Estate Regulatory Authority, Panchkula.
- 2) That the total price includes booking amount, taxes paid or payable by The Promoter and is escalation free. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price.
- 3) The area of the Plot stands confirmed as per layout plan approved by Director Town & Country Planning Haryana, Chandigarh dated 27.12.2019
- 4) That the mode of payment shall be A/c Payee Cheque, Demand Draft and / or online payment.
- 5) Time is of essence for the Promoter as well as the Allotee.
- 6) That the possession shall be offered only after obtaining the occupancy certificate and offered within the period of three months from the date of issuance of such notice of possession.
- 7) That where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter shall return the amount within 45 days from the date of such cancellation after forfeiting the booking amount.
- 8) That the claim for compensation under this section shall not be barred by limitation in case of any loss caused to allottee because of defective title of the promoter other than Force Majure Clause.

- 9) That in case of Default by Promoter, the Allottee be required to make the next payment without any penal interest after the Promoter shall correct the situation by completing the construction milestones. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.
- 10) That the promoter shall execute a conveyance deed and convey the title of the [Plot] within 3 (three) months from the issuance of the occupancy certificate.
- 11) All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Signature of authorized person