

## APARTMENT BUYER'S AGREEMENT

This Apartment Buyer's Agreement (hereinafter referred to as the 'Agreement') is made at Gurgaon on \_\_\_\_\_ day of \_\_\_\_\_ 2019.

### BETWEEN

**1. Pyramid Dream Homes LLP** (LLPIN: AAL-5039) a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon and corporate office at 217A-217B, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon, (PAN: ) through its authorised signatory (.....) duly authorised severally in this behalf vide partners resolution dated ....., hereinafter referred to as the 'Promoter/Developer', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the FIRST PART.

### AND

**4. First/Sole Allottee** .....(Aadhar No:.....) S/o/ W/O/ D/o:..... Aged about age ..... Resident of .....(PAN:.....)  
**alongwith Joint Allottee Mr./Mrs/Ms** .....(Aadhar No:.....) S/O/ W/o / Do: ..... about age ..... Resident of .....(PAN:.....) hereinafter referred to as the 'Allottee'(s), which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her legal heirs, legal representatives and assigns of the THIRD PART.

The Promoter/Developer and Allottee shall be jointly referred to as the "Parties" and singularly referred as "Party"

### DEFINITIONS:

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

- "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- "Government" means the Government of the State of Haryana;
- "Rules" means the Real Estate (Regulation and Development) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;)
- "Section" means a section of the Act.
- "Policy" means Affordable Housing Policy, 2013, its modifications, amendments

## WHEREAS

**A. The project namely “Altia” is developed by Pyramid Dream Homes LLP (LLPIN: AAL-5039), a LLP registered under the provision of the Limited Liability Partnership Act, 2008, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurgaon (hereinafter referred as the Developer).**

The Developer is the absolute and lawful owner of land comprised in **Rect No. 85 , killa No. 14(7-18), 15(1-1), 17/1(2-18), 18/1/1(3-5), 17/2(3-2), 18/1/2(4-15), 23/2(7-12), 24(2-14), 19/1/1(2-4), and Killa No. 6min (4-5), 7/1(4-16) total area admeasuring 44 Kanal 10 Marla or 5.5625 Acres** situated in the revenue estate of Village-Badshahpur, Sector-70, Gurgaon **vide Sale Deed No. 14188, Dated 06.02.2020**, registered at Sub-Tehsil, Badshahpur, Gurgaon, Haryana (“hereinafter referred to as the Land Owner/Developer”).

**B. The Said Land is earmarked for the purpose of constructing a multistoried residential project. The Promoter/Developer is constructing and developing an affordable group housing colony under the name and style of “Altia”, Gurugram (herein ‘Project’) on all that piece and parcel of land measuring 5.5625 acres situated in the revenue estate of Village Badshahpur, Sector-70, Gurugram, Haryana, India.**

**C. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Said Land on which Project is to be constructed have been completed;**

**D. The said Project is being developed pursuant to the license No. 109 OF 2019 and Endst. No LC-4011-JE(VA)- 2019/22433 dated 11-09-2019** respectively, granted by Director General Town & Country Planning, Haryana, Chandigarh, (hereinafter referred to as “DGTCP”) for construction and development of an Affordable Group Housing Colony, as per affordable housing policy 2013 (hereinafter referred to as the “Said Colony”) on the Said Land.

**E. The Promoter/Developer has got the building plan approved vide Memo No ZP-1355/JD(RD)/2020/5074 dated 25-02-2020** from the office of DGTCP, and as such the Said Colony is being developed and constructed in accordance therewith. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

**F. The Promoter/Developer has got the project registered under the provisions of the Act with the HARYANA Real Estate Regulatory Authority at Gurugram on .....vide registration no. ....and memo no. ....Dated: .....**

**G. The Project is being developed by the Promoter/Developer in accordance with the approvals and sanctions as aforesaid, and other regulatory authorities and is being developed in terms of the provisions of Affordable Group Housing Policy, 2013, issued by Government of Haryana vide Town and Country Planning Department notification dated 19-08-2013 (hereinafter referred to as the “Policy”) and amendments therein.**

**H. The Project comprises of several buildings/towers consisting of self-contained independent apartments along with common/support infrastructure, parking sites, and a community building (community hall, anganwadi - cum-crèche) in terms of the Policy including commercial building.**

**I. AND WHEREAS** the Allottee acknowledges that the Promoter/Developer has provided all the information and clarifications as required by the Allottee and that the Allottee has relied on its own judgment and without any inducement by any of the agent or representative of the Promoter/Developer. The Allottee further agrees that he has verified the terms & conditions of this agreement after being fully satisfied about the above and investigation in deciding to enter into this Agreement and to purchase the Said Apartment as described hereinafter. The Allottee has not relied upon and is not influenced by any architect/contractors/engineers, architect’s plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter/Developer , its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said colony. No oral or written representations or statements shall be considered to be a part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.

**J.** The Allottee has applied to the Promoter/Developer for allotment of an apartment in the Project vide his **application No. ....** together with required affidavit and undertaking in terms of the policy.

**K.** Pursuant to the aforesaid application, in the draw held on .....In the presence of officials of DGTCP/DC, Gurugram and apartment No. ...., Unit Type-..... in Tower **Tower-....**, (herein "Said Building") having a Carpet Area of ..... Sq.Ft. & Balcony Area of ..... sq.ft. (more specific layout shown in "**Annexure-C**"), on ....., together with the two wheeler open parking site, in the Project, (hereinafter referred to as the 'Said Apartment'), was allotted to the Allottee, in terms of the Policy and on other terms and conditions appearing hereinafter.

**L.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**M.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

**N.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the apartment and together with two wheeler open parking.

**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:**

Subject to the terms and conditions as detailed in this Agreement, the promoter/developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment as specified in this agreement.

**1. ALLOTMENT**

1.1 In accordance with the terms and conditions set out in this agreement, mutually agreed to by and between the parties hereto, the Promoter/Developer hereby agrees to transfer the Said Apartment, to the allottee, as per policy, and subject to the condition that the allottee pays the entire sale consideration and other charges as per this agreement, and also fulfils the terms, conditions and stipulations as contained hereinafter.

1.2 The allottee shall also have undivided and impartible proportionate share in the land underneath the said Building together with proportionate interest in the Common Areas and Facilities provided in the same along with common/support infrastructure and parking facilities provided in the project in term of policy, wherein the Said Apartment is situated.

1.3 The Said Apartment shall have the specification as shown in the specification sheet attached hereto as "**ANNEXURE-B**".

1.4 Common Areas And Facilities mean and Includes:

- a. The land on which the project is located and all easements, rights and appurtenances belonging to the project,
- b. The foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, Stair-way, fire-escapes, refuge area, munties, lifts and entrances and exits of the project;
- c. Installation of common services, such as power, light, water, sewerage, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floor;
- d. The area under the built-up community buildings (one community hall and one Anganwadi-cum-creche);

1.5 Carpet Area: Carpet area shall mean and include the net usable covered floor area bound within the walls of the said apartment, but excluding the area covered by the walls and any balcony which is approved free-of-far, but including the area forming part of living room, bedroom, kitchen, toilet, bathroom, store and built-in cupboard/Amirah/shelf, which being usable covered area.

## 2. Consideration and payment obligations

2.1 The **Total Price** for the apartment based on the carpet area is .....(**Rupees:** .....only) ("Total Price")

- Block\Tower No : .....
- Apartment No : .....
- Carpet Area : .....
- Balcony Area : .....
- Total Basic Price : .....
- Total GST Amount : .....
- GST detail as below -

Tax Name	Tax %	Tax Amount
CGST @0.5%	0.50000	.....
SGST @0.5%	0.50000	.....
	<b>Total-</b>	.....

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

### Explanation:

i. The Total Price above includes the booking amount paid by the allottee to the Promoter/Developer towards the apartment;

ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter/Developer shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

iii. The Promoter/Developer shall periodically intimate in writing to the Allottee, the amount payable as mentioned in Payment plan - **Annexure-A** and the Allottee shall make payment demanded by the promoter/developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv. The Total Price of apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment, if required by the law in the common areas, free maintenance for 5 years from the date of occupancy certificate as specified in this agreement subject to proportionate bearing of costs of electricity, water, manpower and consumables for providing common services and facilities in the Project and services availed in the Apartment.

2.2 The Allottee has paid to the Promoter/Developer 5% of the total cost at the time of application and shall make payment of 20% at the time of allotment totaling 25% of total sale consideration at the time of signing of this Agreement. The Allottee agrees and undertakes to pay 75% balance of the Total Cost in six equated six monthly installments spread over three years period with no interest, if payment made on or before the due date of payment.

2.3 It is specifically agreed that in case of surrender of allotment by the allottee and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment/transfer contained herein, including non-payment of installments, the amount that can be forfeited in addition to the fixed cancellation charges i.e Rs.25000/-(Twenty Five Thousand) plus taxes shall not exceed the following (**vide Notification No PF-27/15922 dated 05<sup>th</sup> July, 2019 issued by Haryana Government Town and Country Planning Department through amendment in Clause 5(iii) of Haryana Affordable Housing Policy dated 19.08.2013**) :

S.No	Particulars	Amount to be forfeited
(a)	In case of surrender of flat before commencement of project.	Nil,
(b)	upto 1 year from the date of commencement of the Project	1% of the cost of Flat
(c )	upto 2 years from the date of commencement of the Project	3% of the cost of Flat
(d)	After 2 years from the date of commencement of the Project	5% of the cost of Flat

However, the above mentioned charges are exclusive of all prevalent/ applicable taxes.

2.4 The Allottee shall pay, as and when demanded by the Promoter/Developer, initially electricity connection charges, power backup charges (if applicable) and any similar infrastructure or utility based charges, as may be reasonably required from the Allottee in respect of the Said Apartment or the Project. Such charges/payments shall be charged on a pro-rata basis at the time of handing over possession of the Said Apartment to the Allottee .

2.5 In case there is any delay in making timely payment of installments on the part of the Allottee, in that event the Allottee shall be liable to pay an interest on the amount due @ State Bank of India highest marginal cost of lending rate plus two percent from the due date, applicable for the period of delay. Subject to the provision for payment of interest, in case the Allottee fails to make the payment of any installment of the total price or any other amounts falling due within the stipulated time, in that event the Promoter/Developer may at its own absolute discretion issue a notice to the Allottee for making the payment of the due amount within a period of 15 (fifteen) days from the date of issuance of such notice. If the Allottee still defaults in making payment of the amount due along with interest within the stipulated period of said 15 (fifteen) days, the Promoter/Developer may publish the name of the Allottee in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Allottee to clear/make payment of the entire due amount within the aforesaid additional period of 15 (fifteen)-days, the allotment of the Said Apartment shall stand cancelled without the need for the Promoter/Developer to do or undertake any further steps. Time is the essence of this transaction.

2.6 The Allottee understands confirms and agrees, that in case of delayed payment of any installment, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

2.7 The Allottee agrees and undertakes to pay directly, or if paid by the Promoter/Developer, then reimburse to the Promoter/Developer, on demand of any Municipal Tax, Property Tax, Service Tax, VAT, GST and/or any other statutory levy. The allottee further undertakes to make payment of any enhancement thereof including but not limited to external development charges (EDC) or any tax/charges, government levies including any fresh incidence of tax or compensation as may be levied, charged or imposed by the Government of Haryana/Competent Authority/Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/ sale deed has been executed, then the Allottee undertakes to pay the same upon intimation by the Promoter/Developer.

2.8 The Allottee agrees that if the government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the government or DGTCP, the same shall be payable by the Allottee (s) as and when demanded by the Promoter/Developer proportionately.

2.9 The Allottee shall make all payments from time to time through account payee cheque (s)/demand draft (s) in favor of the Promoter/Developer.

2.10 In-case Allottee wants to avail any loan facility from his employer or bank/financing bodies to facilitate purchase of the Said Apartment, the Promoter/Developer shall facilitate the process, subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only. (b) The responsibility of getting the loan sanctioned and disbursement as per the Promoter/Developer's payment plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter/Developer, as per payment plan, shall be ensured by the Allottee, failing which the Allottee shall be governed by time provision contained in clause 2.5 above. (c) In case of default in repayment of dues of the bank/financial institution/agency by the Allottee, the Allottee authorize the Promoter/Developer to cancel the allotment of the "Said Apartment" and repay the amount received till that date after deduction as per Notification No PF-27/15922 dated 05th July, 2019 issued by Haryana Government Town and Country Planning Department through amendment in Clause 5(iii) of Haryana Affordable Housing Policy dated 19.08.2013, interest and other charges directly to Bank/financing institution/agency on receipt of such request from financing agency without any reference to the Allottee.

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

2.12 The Allottee(s) shall make the payment as per the payment plan set out in Annexure-A (" Payment Plan").

2.13 It is agreed that the Promoter/Developer shall not make any additions and alterations in the specifications and the nature of fixtures, fittings and amenities and sanctioned building plans, layout plans described herein at Annexure 'B' and Annexure 'C' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

2.14 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the

construction of the Building is complete and the occupancy or part occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 2.1 of this Agreement.

2.15 The Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall hand over the common areas to the association of allottees after completion of 5 years free maintenance period beginning from duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles(if any), tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (for five years from the date of OC, as per the Affordable Housing Policy, 2013) etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

2.16 It is made clear by the Promoter/Developer and the Allottee agrees that the apartment along with Two-wheeler parking space (as per the provisions of Affordable Housing Policy, 2013) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

2.17 The Promoter/Developer agrees to pay all outstanding payment before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Developer agrees to be liable, even after the transfer of the property, 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 therefor by such authority or person.

2.18 The Allottee has paid a sum of .....(**Rupees:**.....) as booking amount being earnest money/part payment towards the Total Price of the apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the apartment as prescribed in the Payment Plan [**Annexure A**] as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the ACT

### 3. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan [**Annexure A**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “**PYRAMID DREAM HOMES LLP-ALTIA A/C**”payable at **Gurugram, bank account details as below:**

<b>Bank Name</b>	Kotak Mahindra Bank Ltd.	<b>Account Type</b>	Current
<b>Bank Account No.</b>	<b>6413800282</b>	<b>Branch</b>	SECTOR 54, GOLF COURSE ROAD, GURGAON 122002
<b>IFSC Code</b>	<b>KKBK0004265</b>		

### 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

4.2 The Promoter/Developer accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee only.

### 5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

### 6. TIME IS ESSENCE:

The Promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority/ as prescribed in the policy, which ever is later, and towards handing over the apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.



## 7. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State laws of Haryana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

The Allottee understand that the developer shall have the absolute rights to extend land/area/licence area including future permissible FAR in future at its own discretion without any consent from the existing home buyers /allottees of the Said Colony. Whereas in the scenario of future extension the developer shall use entry, exit and all common facilities of the project for construction. It is understood that the new buyer/allottee will use same entry, exit, amenities and all common facilities/area of Said Colony.

## 8. POSSESSION

8.1 Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Promoter/Developer and not being in default under any part hereof and Apartment Buyer's Agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, Stamp Duty and registration charges, the Promoter/Developer proposes to offer possession of the Said Apartment to the Allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.

8.2 The Promoter/Developer agrees and understands that timely delivery of possession of the apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within the time limits prescribed in preceding clause unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or court orders, govt. policy/guideline, decisions or due to administrative delays or non-availability of construction material("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 90 days from that date. The Promoter/Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

8.3 The Promoter/developer had made it clear to the allottee that the Land shall be transferred to related departments (HUDA,DHBVN etc.) under applicable law at any point of time/handing over of apartments/commercial to the owners, for the purpose of road, green belt, electrical substation or any other government facility related to the complex.

**8.3 Procedure for taking possession** - The Promoter/Developer, upon obtaining the occupation certificate or part thereof of building blocks in respect of the project from the competent authority shall offer in writing the possession of the apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of occupation certificate.. The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The promoter/developer shall provide copy (on demand) of occupation certificate or part

thereof in respect of Group Housing alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/Developer association of allottees/ competent authority, as the case may be.

**8.4 Failure of Allottee to take Possession of apartment** - Upon receiving a written intimation from the Promoter/Developer as per para 8.3, the Allottee shall take possession of the apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in this agreement

**8.5 Possession by the Allottee** - Promoter/Developer shall after obtaining the occupation certificate of the building blocks in respect of the project or approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ promoter/developer, duly certifying/ part completion, in respect of an apartment colony, as the case may be and hand over the physical possession of the Apartment alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

**8.6 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the developer, the developer herein is entitled to recover the charges towards cancellation, taxes due, interest on delayed payments and other deductions as per Affordable Housing Policy 2013. The rate of interest payable by the allottee to the promoter\developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter\developer to the allottee within ninety days of such cancellation.

**8.7 Compensation** –The Promoter\Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a “force majeure”, Court orders, Government policy/ guidelines, decisions, if the promoter\developer fails to complete or is unable to give possession of the Apartment alongwith parking (if applicable). (i) in accordance with the terms of this Agreement, duly completed by the date specified in this agreement or (ii) due to discontinuance of his business as a promoter/developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter\Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter\Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment for Residential which shall be paid by the promoter\developer to the allottee within ninety days of it becoming due.

**8.8** The Allottee agrees that the Promoter/Developer shall execute the Conveyance Deed and get it registered in favor of the Allottee only after the receipt of total sale consideration, other charges/amounts and statutory dues/taxes including but not limited to any enhancements and fresh incidence of tax along with connected expenses like cost of stamp duty registration fees/charges and other expenses of the Conveyance Deed, which shall be borne and paid solely by the Allottee.

**8.9** Notwithstanding any other provisions stated herein, the Allottee agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Said Apartment in accordance with the notice for offer of possession of the same sent by the Promoter/Developer, then the Allottee shall be deemed to have taken possession of the Said Apartment and in such case the Promoter/Developer shall not be responsible for any loss, damage to or trespassing in the same.

8.10 If the Allottee fails to take over possession of the Said Apartment, within time and in the manner as specified in the offer, then the Said Apartment shall lie at the risk and cost of the Allottee, and the Promoter/Developer shall have no liability or concern in respect thereof. Further, it is agreed by the Allottee that in the event of its failure to take over possession of the Said Apartment within time and in the manner as aforesaid, it will be treated as breach of this Agreement.

8.11 The Promoter/Developer shall endeavor to handover possession of the Said Apartment within a period of four years (48 months) from the Commencement Date, subject to timely payment by the Allottee towards the total price. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure.

## **9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:**

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

(i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

### **(iii) There are no encumbrances upon the said Land or the Project;**

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and apartment and common areas;

(vi) The Promoter/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 Allottee created herein, may prejudicially be affected;

(vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said and, including the Project and the said apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

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

10 “Force Majeure” means any event or combination of events or circumstances beyond the reasonable control of the Promoter/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 Promoter's/Developer's ability to perform including but not limited to the following:

- a.
  - 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 Promoter/Developer from complying with any or all the terms and conditions as agreed in these terms and conditions ; or
  - g. Any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/ certificates for the project/unit/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent 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.

10.1 Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:

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

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

The Allottee shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 90 days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month

of delay till the handing over of the possession of the apartment, which shall be paid by the Promoter/Developer to the allottee within 90 days of it becoming due.

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

In case there is any delay in making timely payment of installments on the part of the Allottee, in that event the Allottee shall be liable to pay an interest on the amount due @ State Bank of India highest marginal cost of lending rate plus two percent from the due date, applicable for the period of delay. Subject to the provision for payment of interest, in case the Allottee fails to make the payment of any installment of the total price or any other amounts falling due within the stipulated time, in that event the Promoter/Developer may at its own absolute discretion issue a notice to the Allottee for making the payment of the due amount within a period of 15 (fifteen) days from the date of issuance of such notice. If the Allottee still defaults in making payment of the amount due along with interest within the stipulated period of said 15 (fifteen) days, the Promoter/Developer may publish the name of the Allottee in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Allottee to clear/make payment of the entire due amount within the aforesaid additional period of 15 (fifteen)-days, the allotment of the Said Apartment shall stand cancelled without the need for the Promoter/Developer to do or undertake any further steps. Time is the essence of this transaction.

10.4 The Promoter/Developer shall not be held responsible or liable for not performing any of its obligations or undertaking provided herein if such performance is prevented due to force majeure conditions, as defined herein above.

10.5 The Allottee agrees and understands that if the force majeure condition continues for a considerably long period such that the performance of this Agreement becomes unviable, then the Promoter/Developer alone in its own judgment and discretion may terminate the Agreement and in such case the only liability of the Promoter/Developer shall be to refund The amount paid by the Allottee without any interest or compensation whatsoever. The Allottee agree that the Allottee shall have no right or claim of any nature whatsoever and the Promoter/Developer shall be relieved and discharged of all its obligations and liabilities under this Agreement.

## **11. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter/Developer, on receipt of total price of Apartment alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession. Provided that, the apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter/Developer.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within ninety days, and in the event of Promoter's/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the promoter/developer shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

**13. RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:** The Promoter/Developer/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces, shafts etc for providing necessary maintenance services and

the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Apartment after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

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

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

15.1 Subject to **para 12 above**, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment alongwith parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment alongwith parking (if applicable) and keep the Apartment alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Apartment and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/developer/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.

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

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of an Apartment alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment and parking (if applicable).

**19. HARYANA APARTMENT OWNERSHIP ACT:** The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State.

**Details of approvals/ compliances to be provided:-**

1. License No. 109 OF 2019 and Endst. No LC-4011-JE(VA)- 2019/22433 dated 11-09-2019;
2. Building Plans approval vide. Memo No ZP-1355/JD(RD)/2020/5074 dated 25-02-2020
3. HARERA Reg. No: .....
4. Zoning Plan.....

**20. BINDING EFFECT:** By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment and parking (if applicable).

**21. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties concerned in said agreement.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and parking (if applicable) in case of a transfer, as the said obligations go along with the Apartment and parking (if applicable) for all intents and purposes.

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

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

23.2 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.

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

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Apartment and parking (if applicable) bears to the total area/ carpet area of all the Apartments in the Project. Common areas and facilities shall have the same meaning as assigned in the HRERA.

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

**27. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Gurugram. After the Agreement is duly executed by the Allottee and the Promoter, The Said Agreement shall be registered as per provisions of the relevant State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

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

Allotte Details	Promoter/Developer Details
	<b>Pyramid Dream Home LLP.</b>
	217A-217B, 2nd Floor, Suncity Business Tower Sector-54, Golf Course Road, Gurugram, Haryana-122002

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be. **JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

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

**31. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

## **32. CHARGES, LEVIES & TAXES**

32.1 Charges, levies, taxes or fee, in whatever manner, which may be charged, imposed or levied, either on the Said Land, or Said Apartment or on the construction of the Project at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.

32.2 In case of any increase in the external or infrastructure development charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied, charged or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged to the account of the Allottee on pro-rata basis and the same shall become payable to the Promoter/Developer on demand. The allottee undertakes to make the such payment. In case the allottee fails to make the payment then the same will be considered as a breach of the terms of this agreement.



### **33. STATUTORY TAXES AND OTHER DUES**

33.1 The payment of proportionate External Development Charges (EDC) and Infrastructural Development Charges (IDC, if applicable) along with any interest thereon shall always be borne and paid by the Allottee(s), as determined by the Director General Town & Country Planning (DGTCP), Haryana, Chandigarh, the same shall be payable by Allottee(s) on demand by the Promoter/Developer. Such charges are on the rates as applicable including any enhancement or increase thereof, increased (including with retrospective effect): even after the sale/conveyance deed has been executed and the same becomes due and payable, the Allottee(s) shall pay the same and such "charges", shall be treated as unpaid sale price of the said unit and the Promoter/Developer shall have the final charge/ lien on the said unit for recovery of such charges from Allottee(s). This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Owner and the Allottee(s), even if this clause is not reiterated in the conveyance/sale deed.

33.2 That the EDC & IDC excludes amounts which may be demanded by the Government on account of enhancement of compensation for acquisition of land for the purposes of providing external services or expenses for arranging electric connection from Haryana State Electricity Board for electrification of the colony or if the decision is taken by the Government to levy proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., the same shall be recovered from the Allottee(s) as and when demanded by the government authorities within a specified period as per rates, terms and conditions so determined by the Government. The amount of the aforesaid charges from the Allottee(s) as apportioned by the Promoter/Developer shall be final and binding on the Allottee (s).

33.3 The sale consideration includes the taxes, surcharge, etc. which have been specifically mentioned as part of total price, which is payable or levied on this transaction, sale and purchase of this unit. The Allottee(s) agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, etc. on the rates as applicable including any enhancement or increase thereof, even if it is retrospective in effect. The Allottee(s) undertakes to pay such proportionate amount, if any, promptly on demand by the Promoter/Developer.

33.4 That the Allottee(s) also agrees to pay all government charges, rates, tax or taxes including but not limited to service tax, GST, levies, cess etc. whether levied now or in future, as the case may be, effective from the date of booking, as and when demanded by the Promoter/Developer, in proportion to the area of the said unit. In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the govt. payable whether prospectively or retrospectively even after the Conveyance/ Sale Deed has been executed, then these charges/levies shall be to the sole account of the Allottee(s) and upon failure to pay such charges/ demands the same shall be treated as unpaid sale consideration of the Unit and the Promoter/Developer shall have lien on the unit of the Allottee(s) for recovery of such charges. This clause shall survive post execution of the conveyance/sale Deed to be executed between the Owner and the Allottee(s), even if this clause is not reiterated in the conveyance/.

33.5 The Allottee(s) shall always be responsible and liable for the payment of all the Municipal Taxes, Property Tax, VAT, G.S.T., Service Tax, etc., wherever applicable and any other fees, taxes, charges including enhancements thereof, even if they are retrospective in effect as may be levied and applicable on the said unit, as determined by the govt., Promoter/Developer, Maintenance Agency. All such amount shall be payable on demand either directly to the govt., or the Promoter/Developer or the Maintenance Agency as the case may be.

33.6 In addition to the above, if any other demands are raised by the Government or any other authorities, with a view to recover the cost of development for any sector roads, state /national highways, transport, irrigation facilities, power facilities, environment conservation schemes or installation of the effluent treatment plant, if required etc., or in the nature of infrastructure charges and/or by whatever name called, the Allottee(s) agrees to pay the same on demand of the Promoter/Developer.

33.7 In case, any of the above demands is made by the concerned authority after the execution of the Conveyance Deed in favor of the Allottee(s), the same shall be treated as unpaid sale consideration of the said unit and the Promoter/Developer shall have the first charge, lien on the said unit to the extent of such unpaid amount.

### **34. MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES**

34.1 The Allottee agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex / Said Building/ Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Apartment is assessed separately the Allottee shall pay directly to the competent authority and if the Said Apartment is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Promoter/Developer and demand shall be final and binding on the Allottee .

34.2 So long as the Said Apartment is not separately assessed, the Allottee shall pay a share of such taxes, liabilities, if any, in proportion to the carpet area of the Said Apartment to the maintenance agency or to the Promoter/Developer, who on collection of the same from the Allottee, shall deposit the same with the concerned authorities.

34.3 The Allottee shall be responsible to pay to various government / private authorities all charges pertaining to consumption of electricity, water, telephone, sewage and other utility services in respect of the Said Apartment as per the bills raised.

34.4 All charges payable to various department for obtaining services/ connections to the Said Apartment, like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee.

### **35. MAINTENANCE**

35.1 For a period of 5 (five) years from the date of grant of occupation certificate in part/full in relation to the Project, the maintenance works and services in relation to the common areas and facilities of the Project shall be provided by the Promoter/Developer. After the aforesaid period of 5 (five) years the Project shall be transferred to the 'association of Apartment owners' (hereinafter referred to as "Association") constituted under the Haryana Apartment Ownership Act, 1983, which shall thereafter overtake the providing of the maintenance services to the Project and thereafter the Promoter/Developer shall have no further obligation to provide any maintenance services in the Project.

35.2 The Allottee undertakes that he/she shall become a member of the Association that shall be formed under the provisions of 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 Promoter/Developer to do so. Even if the allottee does not becomes a member of the Association the same shall have no effect on the liability of the allottee to make payment of the maintenance charges et cetera after the expiry of five years as stated in preceding paragraph.

35.3 The GST on maintenance charges of Said Apartment will be separately and proportionately borne by the Allottee.

35.4 The Allottee or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Promoter/Developer or the Maintenance Agency.

35.5 That the Allottee(s) shall carry out all the maintenance and interiors of the said unit at his own cost and expenses. The insurance of the said unit as well as the interior/contents inside the said unit shall be the responsibility of the Allottee(s) and the Promoter/Developer shall not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allottee(s) in this regard.

35.6 The Allottee(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 block for organizing meetings and small functions, the same shall be used with the permission of the

Promoter/Developer / Maintenance Agency on making such deposits/charges as may be fixed by the Maintenance Agency/Promoter/Developer.

35.7 The Allottee(s) shall allow the Promoter/Developer/Maintenance Agency to have full access to, and through him to the said Unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

35.8 As per Policy, the Allottee shall not be entitled to transfer, sell or alienate the Said Apartment for a period of 1 (one) year from the date of taking over the possession of the Said Apartment. The Allottee is aware as per Policy breach of this transfer restriction shall attract penalty equivalent to 200% of the cost of the Said Apartment. In case the aforementioned period of one year is increased or decreased by any subsequent change in policy then the same shall also be binding upon the allottee. The sale, transfer or alienation of Said Apartment through execution of irrevocable General Power of Attorney (GPA), where the consideration amount has been passed on to the executor of the GPA or to someone on his/her behalf shall be treated as sale of the Said Apartment. The amount of penalty shall have to be deposited in the 'Fund' administered by the Town and Country Planning Department, Government of Haryana towards the improvement of infrastructure of the State of Haryana.

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

### **36. COMMON AREAS**

36.1 The Allottee shall use such Common Areas and Facilities within the Project harmoniously with other occupant's and without causing any inconvenience or hindrance to them. Further, the use of such Common Areas and Facilities within the Project shall always be subject to timely payment of maintenance charges, where may be demanded by the Association.

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

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

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

36.5 The Allottee will neither himself do not permit anything to be done which damages any common areas or violates the rules or bye-laws of the Local Authorities or the Promoter/Developer. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter/Developer may recover the expenditure incurred in rectification from the security deposit.

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

### **37. HARYANA APARTMENT OWNERSHIP ACT, 1983**

The Allottee(s) has confirmed and assured the Promoter/Developer prior to entering into this Agreement that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Allottee(s) has further confirmed that he is in full agreement

with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter. If the said unit and the building in which it is located be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof, the Common areas and facilities and the undivided interest of each unit owner in the common areas and facilities as specified by the Promoter/Developer in the declaration which may be filed by the Promoter/Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Unit owners and the Allottee(s) agrees and confirms that his right, title and interest in the said unit/ building/ complex shall be limited to and governed by what is specified by the Promoter/Developer in the said declaration or as agreed under this agreement and in no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said building in which the said unit is located. It is made clear that the Promoter/Developer shall be the sole owner of the said additional lands, facilities, amenities and buildings outside the land beneath the said building in which the said Unit is located and the Promoter/Developer shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any sort therein. The Allottee(s) undertakes to join any club/society/association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter/Developer in its sole discretion for this purpose.

### **38. MORTGAGE**

The Promoter/Developer by itself or through its nominee(s) may raise finance from any bank/financial Institution/body corporate for the construction/development of the Project and for this purpose, create equitable/English mortgage of the Said Land/Project in favour of one or more of such institutions and for such an act the Promoter/Developer shall be deemed to have necessary consent of the Allottee. The Promoter/Developer, however shall release the charge on the Said Apartment, if any, before execution and registration of the Conveyance Deed in respect thereof in favour of the Allottee .

### **39. INSURANCE**

The Project along with the Common Area and Facilities may get insured against fire, earth-quake and civil commotion at the expenses of the Allottee by the Promoter/ Developer / Association provided all the occupiers/ allottees of the Said Apartment pay and continue to pay the proportionate charges to be incurred by the Promoter / Developer / Association for the purpose of insurance. The Allottee shall not do or permit anything to be done any act which may render void or voidable any insurance or cause increased premium. Such charges shall be integrated with the monthly maintenance charges.

### **40. ALLOTTEE'S COVENANTS**

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

40.2 The Allottee may undertake minor internal alterations in the Said Apartment only with the prior written approval of the Promoter / Developer / Maintenance agency. The Allottee shall not be allowed to effect any of the following changes/alterations:

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

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

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

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

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

#### **41. INDEMNIFICATION**

The Allottee shall pay, from time to time, and at all times, the amounts which the Allottee is liable to pay, as agreed. and to observe and perform all the covenants and conditions of this Agreement and to keep the Promoter/Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Promoter/Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee. This is without prejudice to any to any other remedy provided herein and/or available in law.

#### **42. JOINT ALLOTTEES:**

In case there is joint Allottee (s) all communications shall be sent by the Promoter/Developer to the Allottee, whose name appears first and at the address given by the Allottee, which shall for all intents and purposes be considered as properly served on all the Allottee. However, the Joint Allottee agrees that they shall remain jointly and severally liable to the Promoter/Developer for their entire obligations. The joint allottee specifically admits that any communication which is issued and sent to the first applicant shall be considered to have been received by the joint allottee is well.

#### **43. COPIES OF THE AGREEMENT**

Two sets of this Agreement are being executed on a non-judicial stamp paper of Rs 2000 /- . The Promoter/Developer and the Allottee shall retain one copy each for reference and record purposes.

#### **44. APPLICABLE LAW AND JURISDICTION**

- I. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.
- II. The Court at / Gurgaon / State of Haryana shall have the jurisdiction in the matters arising out of and / or concerning this Agreement.

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

**SIGNED, EXECUTED AND DELIVERED by the within named at Gurgaon.**

<b>Allottee(s)</b>	<b>For Pyramid Dream Homes LLP</b>
	<b>(Developer)</b>
	<b>Authorized Signatory</b>

**Witness 1**

**2.**

**ANNEXURE-A**

**PAYMENT PLAN**

Sr. No.	Event Name	Payment Due Date	%	Amount
1	Booking+0 Days	-	5.00 %	
2	Within 15 Days Of Issuance Of Allotment Letter	-	20.00 %	
3	Within 6 Months Of Issuance Of Allotment Letter	-	12.49 %	
4	Within 12 Months Of Issuance Of Allotment Letter	-	12.49 %	
5	Within 18 Months Of Issuance Of Allotment Letter	-	12.49 %	
6	Within 24 Months Of Issuance Of Allotment Letter	-	12.49 %	
7	Within 30 Months Of Issuance Of Allotment Letter	-	12.49 %	
8	Within 36 Months Of Issuance Of Allotment Letter	-	12.49 %	
<b>* In case of re-allotment, amount made due from original allotment till the date of Re-draw, will be payable by the new allottee. Subsequent installments will be payable as per payment plan applicable to the original allottee.</b>				

**ANNEXURE-B**

**SPECIFICATIONS**

Particulars	Details
Drg. / Lobby Flooring	Tiles / IPS
Drg. / Lobby wall Ceiling Finish	OBD / Color Wash
Bedrooms Flooring	Tiles / IPS
Bedroom wall Ceiling Finish	OBD / Color Wash
Toilets Wall Finish	Tiles up to 4 Feet and OBD/ Color Wash in balance area
Toilets Flooring	Tiles / IPS
Kitchen Flooring	Tiles / IPS
Kitchen Platform	Stone / Tiles / Plaster Finish
Kitchen Wall Finish	Tiles up to 2 feet high above Stone / Tile counter and OBD / Color Wash in balance area
Fixture and Fittings	Single Bowl Steel sink & CP Fittings
Balcony Flooring	Tiles / IPS
Window	Hardwood / MS Z-Section / Fiber / Composite / Aluminum frame windows etc.
Door Frame / Doors	Hardwood / M.S / Fiber Door frames with Flush
	Doors / Composite/ Fiber /Aluminium/flush door.
Common Area Flooring	Stone / Tiles / IPS
Lift Lobby	Stone / Tiles / IPS
Chinaware	Standard Fitting
Electrical	ISI marked products for wiring, switches and Circuits
Security	Gated Complex



**ANNEXURE-C**

**UNIT LAYOUT**