

## APARTMENT BUYERS AGREEMENT

This **APARTMENT BUYERS' AGREEMENT** ("Agreement") made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2018. \_\_\_\_\_

### BETWEEN

**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED** (CIN No. U70109MH2007PTC166942), a private limited company incorporated under the provisions of the Company Act, 1956, having its registered and corporate office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai- 400005 (PAN –[●]), represented by its authorized signatory [●] (Aadhar no. [●]) authorized vide board resolution dated [●], hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **ONE PART**;

### AND

**Mr./Ms./Mrs./Messrs.** \_\_\_\_\_ having  
his/her/its address/ registered office at

\_\_\_\_\_, hereinafter referred to as the “**Purchaser/(s)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, executors, and administrators; and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them; and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them; and in case of a body corporate/company its successors and assigns; and in case of a limited liability partnership its successors and assigns) of the **OTHER PART**.

(Promoter and the Purchaser/(s) are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

### **WHEREAS: -**

- (A) The Promoter is the absolute and lawful owner of Rectangle No. 54- Killa No.3/2 Min (1K-7M), Killa No 4 min (7K-9M), Killa No 5 (8K-0M), Killa No.6 (8K-0M),Killa No 7 (8K-0M),Killa No. 8Min (7K-3M),Killa No.9 Min (0K-15M), Killa No. 12/1 min (2K-9M), Killa No.12/2 min east north(3K-6M)Killa No.13 (8K-0M) Killa No. 14 (8K-0M), Killa No.15 (8K-0M), Killa No. 16/1 (0K-7M), Killa No 16/2 (7K-0M), Killa No. 17 (7K-7M), Killa No.18 (7K-7M), Killa No. 19 min east north (1K-10M): Rectangle No.55- Killa No.1/1 (2K-13M), Killa No. 9/2 (6K-9M)Killa No.10 (8K-0M), Killa No.11/1 (3K-11M), Killa No.11/2 (4K-9M), Killa No. 12 (8K-0M), Killa No. 13/1 (1K-8M) Killa No.19 (7K-7M), Killa No.20/1 (5K-11M), Killa No.20/2 (1K-16M), totally admeasuring 143K-4M equivalent to 17.9 acres situated at Village Khekri Majra, Hadbast 52, Tehsil & District Gurugram (sector 102) -Haryana (“**Larger Land**”), in accordance with the terms of the sale deed dated June 21, 2018, registered as document number 1559 at the office of the Sub-Registrar-Kadipur, Haryana and, subsequently, all the legal formalities with respect to the right, title and interest of the Promoter regarding the Larger Land have been completed. The Promoter has also been granted the license to develop by the Authority by way of the license dated February 7, 2018 bearing number 14/2018, Memo dated May 9, 2018 and order dated June 9, 2018 issued by the Director Town and Country Planning-Haryana.
- (B) The Larger Land is earmarked for the purpose of building a residential project, comprising \_\_\_\_\_ multistoried apartment buildings, provisioning for economically weaker sections, convenient shopping, primary school and two nursery schools and this residential project proposed to be developed by the Promoter, along with the Project (*as defined hereinafter*), shall be known as ‘\_\_\_\_\_’. *Provided that*, where any part of the land comprised in the Larger Land is earmarked for any institutional development, the same shall be used for those purposes only and no residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- (C) The Promoter intends to develop the Larger Land in phases and presently, out of the Larger Land, the Promoter currently intends to develop the Project on \_\_\_\_\_ an area admeasuring \_\_\_\_\_sq. meters (“**Land**”).
- (D) The Promoter has obtained the sanctioned plan, specifications and approvals for the Project and for the apartment, plot or building from the Authority. A copy of the proposed plan of the Project showing the location of the towers and the common infrastructure, amenities, etc. to be provided by the Promoter is annexed hereto and marked as **Annexure A-3**.

- (E) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing and constructing the Project and, only upon due observance and performance of which the occupation certificate and building completion certificate in respect of the Project shall be granted by the Authority.
- (F) The Promoter has accordingly commenced/shall commence the construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- (G) The Purchaser(s), being desirous of purchasing a flat in the Project, had applied for the aforesaid by way of application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment/flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meter (i.e. \_\_\_\_\_ square feet), type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (hereinafter referred to as the "**Building**"; a copy of the authenticated approved plan demarcating the area of the Building within the Larger Land in hatched lines, is annexed as **Annexure A-2**), along with covered parking no. \_\_\_\_\_ in the stilt/basement/podium [Earmarking of the parking number will be done at the time of handing over the possession of the said Flat.] as permissible under the Applicable Law and of *pro rata* share in Common Areas (*as defined under clause (n) of Section 2 of RERA*) (hereinafter referred to as the "**said Flat**" more particularly described in **Schedule A**, along with its specifications, and the floor plan of the said Flat is annexed hereto and marked as **Annexure B**). For the purposes of the aforesaid, the Purchaser(s) has/have:
- (i) inspected photocopies of the title documents, and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking as well as at the time of execution and registration of this Agreement;
  - (ii) demanded from the Promoter and the Promoter has made available to the Purchaser(s), other all documents relating to the Land and the Project, including orders, plans, design and specification prepared with respect to the Project, in-principal approvals, all the endorsements on the commencement certificate and all other documents specified under RERA and the Haryana Rules or any other enactment as may be in force from time to time and the Rules and regulations made thereunder. The Purchaser has, prior to the date hereof, examined a copy of all the aforesaid documents and papers and has caused the same to be examined in detail by his/her/its

advocates and planning and architectural consultants and has understood the documents and information in all respects;

- (iii) examined all documents and information uploaded by the Promoter on the website of the Authority, as required by in terms of the provisions of RERA and the Haryana Rules, and has understood the documents and information in all respects;

and has/have, therefore, satisfied himself/herself/itself as to the adequacy of title of the Land held by the Promoter and the rights of the Promoter to sell and transfer the said Flat and other dimensions and specifications thereof agreed to be sold to the Purchaser/(s) by the Promoter, in accordance with the terms hereunder.

- (H) As requested by the Purchaser/(s), the Promoter has agreed to sell and the Purchaser/(s) has/have agreed to purchase, on the terms and conditions hereinafter appearing, the said Flat for the Sale Consideration (*as defined hereinafter*), subject to the superintendence and rules and regulations formulated by the society / condominium / entity / apex body to be formed in relation thereto. The said Flat is shown by red outline and hatched on the floor plans hereto annexed and marked as **Annexure B**. The said Flat contains fixtures, fittings and amenities, detailed specifications whereof are given in **Annexure C** hereto.
- (I) The Purchaser/(s) hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed and consented that the Promoter shall have all the rights in respect of the development of the Project and the Purchaser/(s) will not object to the same.
- (J) The Purchaser/(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter, and the Purchaser/(s) has/have also taken independent legal and other professional advice and only thereafter he/she/they/it has/have agreed to enter into this Agreement.
- (K) 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.
- (L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Purchaser(s) hereby agrees to purchase the said Flat as specified in Recital G hereinabove.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1. DEFINITION AND INTERPRETATION:**

**1.1 Definition**

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis shall have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- (i) **“Agreement”** shall mean this Apartment Buyers’ Agreement, together with the Schedules, and annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- (ii) **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983.
- (iii) **“Applicable Law”** shall mean any statute, enactments, Acts of legislature, law, by-laws, rules, regulation, ordinance, notification, rule, protocol, code, notices, direction and judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision or pronouncements of any Government or Governmental Authority, tribunal or court having competent jurisdiction from time to time, including any other pronouncements having the effect of law.
- (iv) **“Association”** shall mean the body to be created of the purchasers of the apartments/flats in the Project, which may be a co-operative housing society or a limited liability company or an association of flat purchasers as contemplated in the Haryana Apartment Ownership Act, 1983.
- (v) **“Authority”** shall mean the Department of Town and Country Planning, Government of Haryana, the regulatory authority appointed under the RERA read with the Haryana Rules.
- (vi) **“Balcony”** shall mean the area of the enclosed and/or open balcony, which is appurtenant to the net usable floors area of a said Flat, meant for the exclusive use of the Purchaser/(s).

- (vii) **“Brand Name”** means the mark “Shapoorji Pallonji” or “SP” (logo/trademark/label mark, as the case may be) or a combination of words with prefix “SP”, which has been duly licensed by Shapoorji Pallonji and Company Private Limited (**“Brand Owner”**) to the Promoter under Brand License Agreement (**“Brand License Agreement”**), which shall be used in accordance with the Brand Owner’s branding policies, for the Project, of which “SP” will be a part and which shall be used as the part of the branding of the Project in accordance with the Brand License Agreement.
- (viii) **“Building”** shall have the meaning ascribed to it under Recital G of this Agreement.
- (ix) **“Carpet Area”** shall have the meaning ascribed to it under RERA.
- (x) **“Common Areas”** shall, in relation to the Project, have the meaning ascribed to it under Section 2(n) of the RERA and be read and understood in context of the Project.
- (xi) **“Complex”** shall mean the residential complex of the Project which is being developed by the Promoter on the Land.
- (xii) **“Covered Car Parking Space(s)”** shall mean an enclosed or covered area on the Project, and described in **Schedule A** hereunder, written for parking of vehicle of the Purchaser/(s) which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include Open Car Parking Space(s).
- (xiii) **“Demand Letter”** shall mean the letter/demand/invoice/bill/or such other document known by any other name, which is sent by the Promoter or its authorized agent acting on its behalf to the Purchaser/(s) demanding payment towards the installments/taxes/fees/other charges/levies/interest (along with reference to the relevant acts/rules/notifications) with respect to the Project, either now or in the future, to be paid by hi/her/them/it in the manner more particularly defined in the Payment Schedule.
- (xiv) **“said Flat”** shall have the meaning ascribed to it under Recital G of this Agreement.
- (xv) **“Force Majeure Events”** shall include the following:

- (a) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, epidemics, famine or plague;
- (b) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders;
- (c) Radioactive contamination or ionizing radiation;
- (d) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (e) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (f) Strikes, lockouts or other labour difficulties;
- (g) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;
- (h) Any delay in delivering the said Flat due to delay in or failure of making payments stipulated in this Agreement by the Purchaser/(s);
- (i) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the said Project/Layout;
- (j) Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Authority including any local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoter and if there is any delay in issuance of occupation certificate and / or building completion certificate by the Authority or any local issues/litigation which may hamper the implementation of the Project including;

- (1) Any act, regulation or restraint constituting a change in Applicable Law; or
- (2) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
- (3) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority; and
- (4) Any other Force Majeure Events or conditions or other causes beyond the control of or unforeseen by the Promoter or their agents.

(xvi) **“Government”** or **“Governmental Authority”** means any government, central, state or other political subdivision thereof, any entity exercising executive,

legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, board, commission or instrumentality, and any court, tribunal, bench or arbitrator(s) of competent jurisdiction, in each case, having jurisdiction over any of the Parties, or the assets or operations of any of the Parties, including the Authority.

- (xvii) **“GST”** shall mean the Goods and Services Tax as applicable from time to time.
- (xviii) **“Haryana Rules”** shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.
- (xix) **“Interest”** shall mean the highest Marginal Cost of Lending Rate (**“MCLR”**) of State Bank of India (**“SBI”**) plus 2% (two percent); and in case the SBI MCLR is not in use then, such benchmark lending rates as fixed by SBI from time to time for lending to the public plus 2% (two percent).
- (xx) **“Land”** shall have the meaning ascribed to it under Recital C of this Agreement.
- (xxi) **“Layout”** shall mean the sanctioned layout approved by the Authority in respect to the Project to be constructed and developed over the Land and shall also include lands that may be amalgamated with the Land.
- (xxii) **“Maintenance Charges”** shall mean charges and taxes/levies to be paid by the Purchaser/(s) in respect of maintaining the Building and Common Areas contained within the Project, in accordance with the terms hereof.
- (xxiii) **“Open Car Parking Space/s”** shall mean uncovered car parking slot/s in the complex.
- (xxiv) **“Other Charges”** shall have the meaning as defined in **Annexure D-3**.
- (xxv) **“Payment Schedule”** shall mean the schedule detailing the payments to be made by the Purchaser/(s) with respect to the said Flat/Project and more particularly detailed under Clause 5 of this Agreement;
- (xxvi) **“Possession Date”** shall mean the date more particularly mentioned in Clause 12 of this Agreement.
- (xxvii) **“Project”** shall mean and include the Building and the Covered Car Parking Space(s) being developed by the Promoter on the Land and registered under RERA bearing registration No.\_\_\_\_\_.

- (xxviii) **“Real Estate Laws”** shall mean the RERA read with the Haryana Rules and the Haryana Real Estate Regulatory Authority, Gurugram, (Registration of Projects) Regulations, 2018, the Apartment Ownership Act and any other Applicable Laws, as may be amended and/or enacted from time to time.
- (xxix) **“RERA”** shall mean the Real Estate (Regulation and Development) Act, 2016.
- (xxx) **“Sale Consideration”** shall mean sale price of the said Flat specified in Clause 3 of this Agreement.
- (xxxii) **“Services”** shall for this Agreement, mean water supply area, drainage systems, electrical plants appliance and cabling, lifts, wells for installation of lifts, firefighting systems, sewerage treatment plant, etc., the provisioning for which is done in the RCC structure of the Building.
- (xxxiii) **“Structural Defect”** shall mean any defects/damages caused to the structure of the Building, common amenities due to poor workmanship or poor quality of material used or Services provisioned in the Building by reason of which the Purchaser/(s) is prevented from the use and enjoyment of the said Flat or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Purchaser/(s) of the said Flat or due to the following events: -
- (a) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
  - (b) Acts of war, hostilities (whether war be declared or not), due to which the Building is attacked; and
  - (c) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.
- (xxxiiii) **“TDS”** shall mean Tax Deducted at Source, wherein the Purchaser/(s), responsible for paying to the Promoter any sum with respect to the Sale Consideration of any sum payable in relation to the said Flat, shall, at the time of credit of such sum to the account of such Promoter or at the time of payment of such sum by issue of a cheque or demand draft or by any other mode, whichever is earlier, deduct an amount equal to 1% (one percent) (or as applicable from time to time) of the amount so payable or at the rate as applicable at the relevant time, under the Income-tax Act, 1961.

## 1.2 Interpretation

- (i) The Parties herein agree and declare that the recitals, as incorporated hereinabove, shall form an integral part of this Agreement.
- (ii) Words importing the singular include the plural and vice versa.
- (iii) Reference to a gender includes a reference to all other genders.
- (iv) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- (v) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- (vi) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (vii) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- (viii) The mention of the provisions of the Real Estate Laws in this Agreement is by way of reference to the statutory provisions. If any provision of the Real Estate Laws are repealed or impliedly repealed, then the same shall cease to apply and shall not be read as part of this Agreement.

## 2. SALE:

- 2.1 The Purchaser/(s) has/have requested the Promoter and, based on the request, the Promoter has agreed to sell to the Purchaser/(s) on “ownership basis” and the Purchaser/(s) has/have agreed to buy from the Promoter, the said Flat admeasuring \_\_\_\_\_ square feet (equivalent to \_\_\_\_\_ square meters ) or thereabout of Carpet Area together with balcony admeasuring \_\_\_\_\_ square feet (equivalent to \_\_\_\_\_ square meters) and raised platform admeasuring \_\_\_\_\_ square feet (equivalent to \_\_\_\_\_ square meters) or thereabouts of Carpet Area and bearing No. \_\_\_\_\_ located on the \_\_\_\_\_] floor of the Building/Tower No. \_\_\_\_\_ in the Project and more particularly described in the **Schedule A, Annexure A-2 and Annexure B** hereunder written, along with Covered Car Parking Space/s bearing number

\_\_\_\_\_ on the \_\_\_\_\_ basement/stilt/podium (Earmarking of the parking number will be done at the time of handing over the possession of the said Flat). and proportionate undivided interest in the Land underneath the Project, at and for the Sale Consideration and on the terms and conditions contained herein. However, it is clarified that the Purchaser/(s) shall not have any right or proportionate interest in the Larger Land.

2.2 It is expressly understood by the Purchaser/(s), that the said Flat shall be used for the purpose of residence only.

2.3 The Purchaser/(s) agree(s) and confirm(s) that all open parking spaces will be dealt with in accordance with the Applicable Laws. The Purchaser/(s) hereby declare(s) and confirm(s) that the Purchaser/(s) does/do not require any parking space(s) including open parking space(s), other than the Covered Car Parking Space/s, and accordingly the Purchaser/(s) waives his/her/its/their present as well as future claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Purchaser/(s) further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter/its nominee/s and/or the Association, at any time and shall not challenge the same anytime in future. The Purchaser/(s) agree(s) and acknowledge(s) that the Promoter its nominee/s and/or the Association shall deal with the parking space(s) in the manner the it/ its nominee/s and/or the Association deems fit, subject to the Applicable Laws and the terms of bye-laws and constitutional documents of the Association. The Purchaser/(s) further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter/its nominee/s and/or the Association, at any time and shall not challenge the same anytime in future.

2.4 It is further expressly understood by the Purchaser/(s), that the Covered Car Parking Space(s) shall be used for the purpose of parking vehicle(s) only.

2.5 The Purchaser/(s) cannot sell and/or transfer the Covered Car Parking Space(s) allotted to him/her/them independently and the same can be done only if the said Flat is sold or transferred by him/her/them/it.

### **3. SALE CONSIDERATION:**

3.1 The Promoter shall sell and transfer to the Purchaser/(s) and the Purchaser/(s) shall purchase and acquire from the Promoter, the said Flat including the Covered Car Parking Space(s) and a proportionate undivided interest in the Land underneath the

Project) on “**ownership basis**” for which the total sale consideration receivable by the Promoter towards the sale of the said Flat shall be **Rs.** \_\_\_\_\_  
**(Rupees \_\_\_\_\_ Only)**, calculated at **Rs.** \_\_\_\_\_/-  
**(Rupees \_\_\_\_\_ only)** per square feet of the Carpet Area (*as defined under Real Estate (Regulations and Development) Act, 2016*) of the said Flat (“**Sale Consideration**”). The break-up of the Sale Consideration is provided in Annexure **D-1** herein.

- 3.2 Subject to the terms of this Agreement, the Sale Consideration is exclusive of the payment of Other Charges, as defined in **Annexure D-3**, and all applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter and up to the date of handing over the possession of the flats to the purchasers and the Project to the Association/ association of flat owners of the project to be developed over the Larger Land (“**Larger Land Association**”). *Provided that* in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/(s) to the Promoter shall be increased/reduced based on such change / modification.
- 3.3 All taxes, duties, levies, cesses, statutory charges including GST and Other Charges (including: (i) applicable stamp duty and registration fee in relation thereto; (ii) any other third party/ statutory taxes, fees, charges, etc., as may be applicable; and/or (ii) any reimbursable expenses and / or any other charges/ taxes / duties / levies / cess / deposits existing or imposed in future by Government or any other statutory / appropriate authorities whether prospectively or retrospectively as per statutory notification) as applicable/payable now or hereafter, on all amounts payable under this Agreement and/or in relation to the conveyance of the said Flat shall be borne and payable by the Purchaser/(s) alone and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.
- 3.4 Of the Sale Consideration, the Purchaser/(s) has/have paid, on or before the execution of this Agreement, a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ Only) (being 10% (ten percent) of the Sale Consideration) as advance payment or application fee.
- 3.5 The timely payment of Sale Consideration being the essence of this Agreement, the Purchaser/(s) will pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule.
- 3.6 The Purchaser/(s), as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such

provision) will deduct the TDS from the Sale Consideration and promptly deposit the TDS amount with the Governmental Authority. The Purchaser/(s) have the option to either pay entire TDS on the total Sales Consideration within 30 (thirty) days from the date of the registration of the Agreement or pay TDS on each installment as per the payment schedule. The Purchaser/(s) shall without fail within 15 (thirty) days from the date of making payment of entire TDS or from the payment of each installment amount as the case may be, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Purchaser/(s) fail(s) to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Purchaser/(s) shall be liable to bear and pay Interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS; and non-submission of such TDS certificate within stipulated timeline shall be construed as an event of default.

- 3.7 The Purchaser/(s) shall also be liable to compensate the Promoter for any interest/penalty/loss incurred by the Promoter on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7 (seven) days of being called upon by the Promoter.
- 3.8 The Purchaser/(s) hereby agree/s that the Purchaser/(s) shall also be liable to pay all taxes, levies, statutory charges etc. including GST imposed on or applicable to the transfer and sale of the said Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.
- 3.9 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/any Government Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/(s) for increase in development charges, cost, fees or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect, along with the Demand Letter being issued to the Purchaser/(s), which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include

the extension of registration, if any, granted to the Project by the Authority, as per the Real Estate Laws, the same shall not be charged from the Purchaser/(s).

3.10 The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Purchaser/(s) hereto.

#### **4. RIGHTS OF THE PURCHASER/(S):**

4.1 Subject to the terms of this Agreement, the Promoter agrees and acknowledges that the Purchaser/(s) shall have the right to the said Flat as mentioned below:

- (i) The Purchaser/(s) shall have exclusive ownership of the said Flat and a proportionate undivided interest in the Land underneath the Project;
- (ii) The Purchaser/(s) shall also have undivided proportionate interest in the Common Areas, as provided under the Real Estate Regulations. The Purchaser/(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate from the competent authority as provided in the RERA;
- (iii) Notwithstanding anything to the contrary contained herein, that the computation of the price of the said Flat, being the Sale Consideration, includes recovery of price of land, construction of not only the said Flat but also the Common Areas, cost of lift and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges and includes cost for providing all other facilities, amenities and specifications to be provided within the said Flat and the Project along with the Covered Car Parking Space(s); and
- (iv) The Purchaser/(s) has the right to visit the Project site to assess the extent of development of the Project and the said Flat.

#### **5. PAYMENT OF INSTALLMENTS AND OTHER CHARGES:**

##### **5.1 Payment Schedule**

- (i) Upon completion of each stage of construction (“**Milestones**”), the Promoter shall issue demand letters/payment notices (“**Demand Letter**”) to the Purchaser/(s), for payment of the balance Sale Consideration, payable in

such installments (“**Installments**”) as more particularly defined within the Payment Schedule annexed hereto as **Annexure D-2**.

- (ii) The Purchaser/(s) assure(s) the Promoter that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Installment against the completion of each Milestone as defined therein, being the essence of this Agreement.
- (iii) The Purchaser/(s) and/or his/her/their/its transferee shall additionally be liable to pay all applicable taxes, duties, levies, cesses, statutory charges including GST or Other Charges existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each Installment of amounts payable under this Agreement, with retrospective effect, if so required by Applicable Law.

## 5.2 **Prompt Payment**

- (i) The Purchaser/(s) assure(s) the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Purchaser/(s) and the Purchaser/(s) is/are fully aware that any delay or default in payment by the Purchaser/(s) could jeopardize the Project as well as expose the Promoter to financial losses and also affect the other Purchaser/(s) by way of delays in the timely completion of the Project.
- (ii) The Promoter shall intimate to the Purchaser/(s) as and when the Installments are due and the Purchaser/(s) shall pay all such amounts forthwith and in any case within 21 (twenty-one) days from the date of such Demand Letter. In case of any delay in the payment of any of the Installment amounts or any other amounts under this Agreement, the Purchaser/(s) shall be liable to pay Interest on the outstanding amount for the period of delay.
- (iii) The Promoter may allow, in its sole discretion, a rebate for early payments of Installments payable by the Purchaser/(s) by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective Installment has been preponed. The provision for allowing rebate and such

rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/(s) by the Promoter.

### 5.3 **Payment Terms and Conditions**

- (i) All payments to be made by the Purchaser/(s) to the Promoter under this Agreement shall be made by cheque/demand draft/banker's cheque NEFT/RTGS/wire transfer payable at \_\_\_\_\_ in favour of the Promoter, and shall be considered to have been received by the Promoter only when the amount receivable is confirmed as credited into Account No. \_\_\_\_\_. Changes, if any, in such bank account details will be intimated to the Purchaser/(s) in writing by the Promoter.
- (ii) The Promoter's bank account/wire transfer details are to be used by the Purchaser/(s) for the purpose of making all payments to the Promoter under this Agreement and are payable in favour of the Promoter's account name only.
- (iii) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/(s) account and only the net amount so received from the Purchaser/(s) after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Purchaser/(s) account.
- (iv) In case of any cheque being dishonored, a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser/(s). This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Purchaser/(s). Any taxes on the above amounts shall also be borne and paid by the Purchaser/(s).
- (v) The Purchaser/(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/they/it under any head(s) of dues against lawful outstanding of the allottee against the said Flat, if any, in his/her/its name and the Purchaser/(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

### 5.4 **Lien/Charge**

- (i) The Promoter shall have the lien and charge on the said Flat agreed to be acquired by the Purchaser/(s) in respect of any unpaid amount payable by the Purchaser/(s) to the Promoter hereunder.
- (ii) It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration and other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Purchaser/(s) to the Promoter (and not otherwise), will the Purchaser/(s) have or be entitled to claim any rights under this Agreement in respect of the said Flat.

#### **5.5 Raising of Finance by the Promoter and/or Purchaser/(s)**

- (i) The Promoter shall have the right to raise finance and/or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person (hereinafter referred to as the “**Lender**”). For the purpose of raising finance, the Promoter may create mortgage, charge on the Land and/or flats and/or securitization of the receivables, but subject to the condition that the said Flat shall be free from all encumbrances at the time of handing over the same to the Purchaser/(s).
- (ii) In the event the Promoter has availed of any finance for the development of the Land from any Lender and created any charge on the said Flat, then, the Promoter shall provide a No Objection Certificate (“**NOC**”) issued by such Lender or procure the same within 30 (thirty) days of the date of this Agreement and provide a copy thereof to the Purchaser/(s).

#### **5.6 Compliance of laws relating to remittances**

- (i) The Purchaser/(s), 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 with such permission and approvals which would enable the Promoter 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 Purchaser/(s) 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.

- (ii) The Promoter accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Purchaser/(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/(s) and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/(s) only.
6. The Purchaser/(s) may obtain finance from any Lender but the Purchaser's obligation to purchase the said Flat pursuant to this Agreement shall not be contingent on ability of the Purchaser/(s) or competency to obtain such financing and the Purchaser/(s) shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the purchase of the said Flat. However, the Purchaser/(s) shall before creating any charge on the said Flat, obtain prior approval of the Promoter if the entire Sale Consideration and other payments payable hereunder to the Promoter have not been fully paid by the Purchaser/(s).

**7. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:**

- 7.1 Upon demand, the Purchaser/(s) agrees to pay to the Promoter the payment Installments of Sale Consideration mentioned in Clause 3 within such period as mentioned in the Demand Letter sent by the Promoter either to the postal address provided by the Purchaser/(s) or electronically delivered to the registered email address provided by the Purchaser/(s).
- 7.2 The Purchaser/(s) agree/s to pay to the Promoter, Interest to be calculated on all amounts, which become due and payable by the Purchaser/(s) to the Promoter under the terms of this Agreement, from the date the said amount becomes payable

by the Purchaser/(s) to the Promoter, till payment thereof to and/or realization thereof by the Promoter.

- 7.3 Separate Demand Letter may be raised by the Promoter for Interest on delayed payment with applicable Taxes, if any.
- 7.4 Interest to be paid by the Purchaser/(s) for delayed payment shall be paid within 7 (seven) days of the date of Demand Letter.
- 7.5 It is agreed by the Purchaser/(s) that time for payment of various Installments of the Sale Consideration and also of all other payments due hereunder by the Purchaser/(s) to the Promoter is essence of the contract.
- 7.6 The Purchaser/(s) specifically agree/s that in the event of the Purchaser/(s) making any default in payment of any Installment of the Sale Consideration, Other Charges and other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 30 (thirty) days' notice in writing sent by the Promoter to the Purchaser/(s) to remedy the breach, the Promoter will be entitled to terminate this Agreement by giving termination notice, in which event the consequences set out in Clause 28.3 herein shall follow.

**8. CONSTRUCTION:**

- 8.1 The Promoter shall construct the Project in accordance with Plans, designs, specifications sanctioned by the Authority and other Governmental Authorities.
- 8.2 The Purchaser acknowledges that in the course of construction, certain changes, deviations or omissions may be required by Governmental Authorities, municipal or other authorities having jurisdiction over the matter. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations or omissions recommended by the Promoter or required by Governmental, municipal or other authorities are hereby authorized by the Purchaser/(s), provided the same do not entail any change in the total area of said Flat or its location and are permitted under Applicable Law.
- 8.3 The Purchaser/(s) has the right to visit the Project site to assess the extent of development of the Project and his/her/its Flat, as the case may be.

- 8.4 The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Authority and/or other Governmental Authorities at the time of sanctioning the plans for the Project or thereafter, and shall before handing over possession of the said Flat to the Purchaser/(s), obtain from the Authority, occupation and/or completion certificate in respect of the Building in which the said Flat is located.
- 8.5 The Purchaser/(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed as **Annexure A-1** to **Annexure C** with this Agreement) which has been approved by the competent authority, as represented by the Promoter.
- 8.6 The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities and Applicable Laws. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, floor area ratios and density norms and provisions prescribed under Applicable Law and shall have 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 have been approved by the Authority and disclosed, except for as provided under Real Estate Laws and under this Agreement. Breach of this term by the Promoter shall constitute a material breach of this Agreement.
- 8.7 If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/(s), the Purchaser/(s) bring/s to the notice of the Promoter, any Structural Defect in the said Flat or in the Building in which the said Flat is situated then, wherever possible, and not later than a period of 30 (thirty) days, such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects then, the Purchaser/(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate Laws.

**9. VARIATION IN SIZE OF THE SAID FLAT:**

- 9.1 The Purchaser/(s) agree/s that the calculation of Carpet Area in respect of the said Flat is based upon the plans approved by the concerned authority and the same may undergo minor variation at the time of completion of construction of the said Flat.

- 9.2 The Promoter shall conform to the final Carpet Area that has been allotted to the Purchaser/(s) and after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, furnish details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then, the Promoter shall refund the excess money paid by the Applicant(s) within 90 (ninety) days with Interest from the date when such an excess amount was paid by the Applicant/s. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the allotted Carpet Area, the Company may demand excess monies, as required, from the Purchaser/(s) 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 under this Agreement.
- 9.3 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Annexure A-1**, **Annexure A-3** and **Annexure C** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/(s) as per the provisions of RERA or as per approvals/instructions/guidelines of the Governmental Authority. *Provided that* the Promoter may make such minor additions or alterations as may be required by the Purchaser/(s) or such minor changes or alterations as per the provisions of RERA.
- 9.4 The Promoter confirms that in the event any variation is made to the approved floor area ratio with respect to the Project, subject to Applicable Laws, the rights of the Purchaser/(s) hereunder shall not be prejudiced in any manner whatsoever.

**10. RIGHT OF THE PROMOTER TO DEVELOP THE LAND AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:**

- 10.1 The Purchaser/(s) shall have no right whatsoever to obstruct or hinder, on any ground, the progress of the construction undertaken by the Promoter on the Land. The Purchaser/(s) agree(s) that the Promoter will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the Land. Further, the Promoter/its nominees, Association and/or Larger Land Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/(s) agrees to permit the aforesaid to enter into the said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 10.2 The Purchaser/(s) shall under no circumstances object or obstruct the Promoter or any one claiming through the Promoter to the easement rights of passage of water lines, sewerage lines, electrical lines below and/or overhead and under the ground of the Land.
- 10.3 The Purchaser/(s) further covenants that the Promoter or any one claiming through it is entitled to the usage of the common amenities as applicable to the Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice/telephone lines and/or cables, as the case may be, for the Project which may be undertaken upon the balance area of the Land.
- 10.4 The Purchaser/(s) is/are fully aware that the development which is undertaken on the Land/Larger Land will be completed in phases and all the buildings /towers will not be completed at the same time. The Purchaser/(s) shall, as and when informed by the Promoter that the Building in which the said Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/(s) is/are also aware and agree/s that some of the common amenities and facilities in the Project and/or Layout shall be completed phase wise and all of which shall be completed at the time of the completion of development upon the Land. The delay in the completion of the common amenities and facilities in the Land shall not give any right to the Purchaser/(s) to claim any damages from the Promoter or delay any payment to the Promoter.
- 10.5 The Purchaser/(s) hereby expressly agree/s that the Promoter shall be entitled to develop and sell all the other flats in the Project and all other structures, to be constructed on the Land. The same may be permitted by the Promoter for being used for the purpose of guest house, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant , food court, department store, place of worship, banks, community halls, stalls school, private classes, training center, banquet halls or any residential or non-residential use as deemed fit by the Promoter, and as may, from time to time, be permitted under the Applicable Laws and/or by the concerned Governmental Authorities and no objection thereof shall be raised by the Purchaser/(s) or the Association.
- 10.6 The service areas located within the Building/Project have been earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, diesel generator set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per zoning plans/ building plans. The Purchaser/(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be

reserved for use by the Promoter/its nominee/s and its/their employees for rendering maintenance services.

**11. CAR PARKING SPACE:**

Un-allotted Covered Car Parking Spaces in the Project, if any, shall continue to remain the property of the Promoter and shall remain in possession of the Promoter. It shall be upon the Promoter's discretion to allot/use/sell such un-allotted spaces that continue to remain with the Promoter.

**12. POSSESSION:**

**12.1 Possession:**

Subject to there being no Force Majeure Event, the Promoter shall endeavor to complete and give Possession of the said Flat on or before \_\_\_\_\_ ("**Delivery Date/Possession Date**"). The Promoter shall abide by the time for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Flat to the Purchaser/(s) and the Common Areas to the Association/Larger Land Association or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Haryana Rules. It is hereby agreed between the Parties that timely completion of the Project is the essence of this Agreement.

The Promoter, on receipt of the entire Sale Consideration and any other amounts payable by the Purchaser/(s) to the Promoter in relation to the said Flat, shall execute a conveyance deed and convey the title of the said Flat together with proportionate indivisible share in the Common Areas, within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/(s). However, in case the Purchaser/(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Purchaser/(s).

**12.2 Possession Delay:**

Subject to Force Majeure Event, if the Promoter fails to abide by the time schedule for completing the Project and handing over the said Flat to the Purchaser/(s), the Promoter agrees to pay to the Purchaser/(s), who does not intend to withdraw from

the Project, Interest on all the amounts paid by the Purchaser/(s), for every month of delay, till the handing over of the possession.

The Purchaser/(s) agrees to pay to the Promoter, Interest on all the delayed payment which became due and payable by the Purchaser/(s) to the Promoter under the terms of this Agreement from the date the said amount was payable by the Purchaser/(s) to the Promoter.

### 12.3 **Mode of giving Possession:**

Upon the Purchaser/(s) complying with all provisions, formalities, documentations including declarations, undertakings and indemnities, etc. as may be prescribed by the Promoter in this regard, and provided the Purchaser/(s) is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall serve upon the Purchaser/(s) a notice (“**Possession Notice**”) to take the possession of the said Flat and then the Promoter shall give possession of the said Flat to the Purchaser/(s) on the date specified in the Possession Notice, which date shall be within 15 (fifteen) days of the Possession Notice (“**Possession Date**”). Non-completion of other flats, common areas, club house and other project amenities at the time of possession cannot be a reason for not taking the possession.

### 12.4 **Deemed Possession:**

It is understood by the Purchaser/(s) that even if the Purchaser/(s) fails to take possession of the said Flat after the Possession Notice has been served, the Purchaser/(s) shall be deemed to have taken possession of the same on the Possession Date.

12.5 The Maintenance Charges for the said Flat shall be payable by the Purchaser/(s) from the date of physical possession or the 15<sup>th</sup> (fifteenth) day from the date of Possession Notice, whichever is earlier.

### 12.6 **Cancellation by Purchaser/(s)**

The Purchaser/(s) shall have the right to cancel/with draw his allotment in the Project as provided under RERA and the Haryana Rules. Provided that where the Purchaser/(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter is entitled to forfeit the booking amount paid for the allotment and the Interest component on delayed payment (payable by the Purchaser/(s) for breach of the Agreement and non-payment of any dues payable to the Promoter), the brokerage cost incurred by the Promoter for selling the said Flat

to the Purchaser/(s) and subvention cost (if the Purchaser(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank. The balance amount of money paid by the Purchaser/(s) to the Promoter shall be returned by the Promoter to the Purchaser/(s) within 90 (ninety) days of such cancellation.

## 12.7 Responsibilities

On and from the Possession Date:

- (i) The said Flat shall be at the sole risk, cost and consequences of the Purchaser/(s) and the Promoter shall have no liability or concern thereof.
- (ii) The Purchaser/(s) shall become liable to pay the Maintenance Charges and all other expenses necessary and incidental to the management and maintenance of the Project as provided in Clause 25, in respect of the said Flat and the Common Areas and facilities.
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the Governmental Authorities the Association shall be borne solely by the Purchaser as provided herein.
- (iv) The Promoter shall not be responsible for any damage caused to the said Flat on account of delay in taking over possession and in such an event; the Purchaser/(s) will have to take possession of the same on as is what is basis, however, the Purchaser shall continue to be liable to pay Maintenance Charges as set out in this Clause 12 of this Agreement.
- (v) The Promoter agrees to pay all outgoings before transferring the physical possession of the said Flat to the Purchaser/(s), which it has collected from the Purchaser/(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchaser/(s) or any liability, mortgage loan and interest thereon before transferring the said Flat to the Purchaser/(s), the Promoter agrees to be liable, even after the transfer of the said Flat, to pay such outgoings and

penal charges, if any, to the respective Governmental 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.

- 12.8 Notwithstanding anything herein contained, the Promoter shall not be required to give possession of the said Flat to the Purchaser/(s) till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/(s) to the Promoter.

**13. TRANSFER TO THIRD PARTY:**

- 13.1 The Purchaser/(s) cannot transfer the said Flat in favour of a third party until \_\_\_\_\_ (hereinafter referred to as the "**Lock-in Period**"). Transfer of the said Flat may be permissible after the completion of the Lock-in Period, subject to approval by the Promoter in writing, who may, at its sole discretion, permit the same on payment of transfer fees/charges calculated @ \_\_\_\_\_% (\_\_\_\_\_percent) of the Sale Consideration as mentioned in Clause 3 of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Transfer of the said Flat shall be permissible only if all Installments as per this Agreement have been paid in full and all other payments that may be due as on date prescribed under this Agreement have been cleared in total. Stamp duty, as applicable on this transfer, shall be paid by the transferor/transferee. However, the Purchaser/(s) agree/s and undertake/s to (i) pay the administrative charges as fixed by the Promoter; and (ii) register the agreement/deed for assigning the Purchaser's rights and obligations under this Agreement, for duly assigning his rights and obligations under this Agreement. The Promoter shall have the first right of refusal for purchasing the said Flat at the same price at which it is proposed to be sold to a third party.
- 13.2 It is hereby clarified that, if the Purchaser/(s) is a company-public or private limited, any change in ownership of majority shares shall be deemed to be a transfer and in case of partnership firm, any change in the constitution of the partners of such partnership shall deemed to be transfer and in case of any association of persons, any change of constituents of such association shall be deemed to be a transfer, and in such situation, the provisions of this Clause 13 above shall apply.

13.3 It is clearly understood and so agreed by and between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/(s) of the said Flat, in case of a transfer pursuant to the terms of this Clause, as the said obligations go along with the said Flat for all intents and purposes.

#### **14. COMMON AREAS, AMENITIES AND FACILITIES**

14.1 It is expressly agreed by and between the Parties hereunder, that the Common Areas and all the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the flats and other premises in the entire complex.

14.2 The Common Areas, amenities and facilities shall always remain the property of the Promoter till the management of the Project is transferred to the Association and on the completion of the development of the Project, the management of the Common Areas, amenities and facilities shall be transferred by the Promoter to the Association/Larger Land Association. The Club House shall be transferred to the Larger land Association only upon completion of the construction and development over the Larger Land. The purchasers and other occupants shall abide by such rules and regulations for use of the Common Areas, the Club House and other amenities and facilities as may from time to time be framed by the Promoter and/or Association and/or the Larger Land Association, as the case may be. However, the Promoter, Association and/or Larger Land Association shall be entitled to collect from the Purchaser/(s), the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, Club House and other amenities and facilities.

14.3 The Purchaser/(s) together with all other purchasers of flats and other premises in the Complex will not have any individual right in Common Areas and other amenities and facilities built or provided in the Complex for the common use and enjoyment of the purchasers.

14.4 The Promoter shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the complex.

14.5 Notwithstanding anything herein contained, the Promoter shall not be required to give possession of the said Flat to the Purchaser/(s) till the entire Sale

Consideration and all other amounts due hereunder are paid by the Purchaser/(s) to the Promoter.

- 14.6 The Purchaser/(s) is/are aware that certain Common Areas, the Club House and the other facilities and amenities may not be available till the entire complex is completed. For this reason, the Purchaser/(s) shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Flat.

## **15. WATER, ELECTRICITY AND OTHER UTILITIES:**

### **15.1 Water Supply**

Water supply to the residents of the Project will be made available from the Governmental Authorities or any other available source as may be permitted by the authorities concerned. Purchasers/(s) are prohibited from installing pumps to boost water supply. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the Purchaser/(s) of the flats in the Project.

### **15.2 Power Supply and other utilities**

- (i) The Purchaser/(s) shall be liable to pay for power supply at the applicable rate for the said Flat.
- (ii) The Purchaser/(s) shall pay for the security deposit for individual electric meters to be allotted to him by the concerned authority/company/agency.
- (iii) In case the power supply authority fails to provide individual meter to the owners of the flats in the Project and makes provision for a bulk supply, the Promoter shall provide sub-meters to such owners of the respective flat, including the Purchaser, upon payment of the proportionate security deposit as may be payable to the power supply authority for such connection. The amount recoverable from the Purchaser/(s) towards the same will be intimated in due course as soon as the same is known to the Promoter and the Purchaser shall pay the same within the due date to be mentioned by the Promoter.
- (iv) Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser/(s) shall be liable to pay proportionately such revision and replenishment to the concerned authority/company/agency as per their norms.

- (v) The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier like the Authority, electricity supplier company etc.

**16. CLUB HOUSE:**

- 16.1 The Promoter intends to set up the Club House which, together with its assets and facilities, shall form part of the Common Areas of the complex to be developed over the Larger Land. The Promoter reserves the right to decide the amenities and facilities to be provided in the Club House.
- 16.2 The Promoter will construct a Club House on a portion of the Larger Land (“**Club House**”) in addition to certain amenities (“**Amenities**”), which shall be constructed upon the Land. The usage of the Club House and other amenities in relation thereto shall be governed by the terms under Clause 17 of this Agreement.
- 16.3 It is expected that the Club House will become operational simultaneously with the completion of the complex over the Larger Land. It is understood by the Purchaser/(s) that non-operation of the Club House or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Flat and the Purchaser/(s) shall take possession of the said Flat whenever the same is offered for possession by the Promoter in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire complex over the Larger Land, the Purchaser/(s) shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire complex over the Larger Land.

**17. CLUBHOUSE MEMBERSHIP:**

- 17.1 The Purchaser/(s) shall pay to the Promoter **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** by way of development charges for the development of Club House (hereinafter referred to as “**Club House Development Charges**”) plus applicable taxes thereon as mentioned in **Annexure D-3**.
- 17.2 The Purchaser/(s) shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Promoter, as prescribed from time to time and also abide by rules and regulations framed by the Promoter or the Association or Larger Land Association or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/(s) or occupiers of the flats to be developed over

Larger Land/Complex and is for the exclusive beneficial use of the Purchasers/occupiers of such flats only and no other person/s.

- 17.3 Bonafide guests of such purchasers/occupants may be permitted (if the management of the Club House so decides) to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.
- 17.4 The membership of the Club House shall be in the name of the Purchaser/(s) of the said Flat only (i.e. no corporate membership). However, if the owner of the said Flat is other than an individual, it will be required to nominate the occupier of the said Flat, who, while in occupation of the said Flat will be entitled to use the Club House.
- 17.5 The Purchaser/(s) understands and accepts that the membership of the Club House is an amenity and an integrated part of purchase of the said Flat. Its each member shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.
- 17.6 The lessees/licensee of the Purchaser/(s) of the flats within the complex shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Club House at the discretion of the Promoter or other management of the Club House.
- 17.7 The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Purchaser/(s) shall abide by these rules and regulations as amended from time to time.
- 17.8 The Club House will be managed, operated and maintained by the Promoter till the formation of the Larger Land Association. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Larger Land Association.
- 17.9 The annual subscription fee for the Club House payable to the Promoter/ Larger Land Association will be fixed by the Promoter/ Larger Land Association having regard to the expenses incurred by them and it may be charged to the Purchaser/(s) on equal basis or on the basis of the area of the said Flat, as may be decided by the

Promoter or as decided by the Larger Land Association after its charge is handed over to the Larger Land Association.

**18. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION:**

18.1 The Purchaser/(s) is/are aware and acknowledge(s) this Agreement is entered into by the Promoter and the Purchaser/(s) on the specific understanding that, it shall be at the discretion of the Promoter to decide the nature of the Association, whether to form a society or a company of which the purchasers of the premises/flats in the Building shall become members.

18.2 The Purchaser/(s) along with other purchaser/(s) of flats and other premises/flats in the Project shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Association and for becoming members, including the bye-laws of the proposed society or Association or memorandum of association of such company and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/(s), so as to enable the Promoter to register the said organization of such purchasers as contemplated under the Real Estate Laws. No objection shall be taken by the Purchaser/(s) if any changes or modifications are made in the draft bye-laws, or the memorandum and or articles of association, as may be required by the registrar of co-operative societies or the registrar of companies, or any other competent authority as the case may be.

**19. COMPENSATION FOR DEFECT IN TITLE:**

19.1 The Promoter shall compensate the Purchaser/(s) in case of any loss caused to him due to defective title of the Land, in the manner as provided under the RERA, and the claim for Interest and compensation under this Clause shall not be barred by limitation provided under any law for the time being in force. Except in case of occurrence of Force Majeure Events, if the Promoter fails to complete or is unable give possession of the said Flat:

- (i) in accordance with the terms of this Agreement, duly completed by the Delivery Date; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the RERA; or

(iii) for any other reason;

the Promoter shall be liable, on demand to the Purchaser/(s), in case the Purchaser/(s) wishes to withdraw from the Project, without prejudice to any other remedy available including compensation in the manner as provided under RERA, return the total amount received by it from the Purchaser/(s) with respect to the said Flat within 90 (ninety) days of it becoming due.

Provided that in the event if the Purchaser/(s) does not intend to withdraw from the Project, the Promoter shall pay Interest to the Purchaser/(s) for every month of delay, till the handing over of the possession of the said Flat, which shall be paid by the Promoter to the Purchaser/(s) within 90 (ninety) days of it becoming due.

- 19.2 The Purchaser/(s) hereby acknowledge(s) and agree(s) that the Project is part of a layout development and hereby agree(s) and irrevocably consent(s) that the Promoter is to take steps and shall be required to transfer only the management of the Project or project to be developed over the Larger Land, as the case may be, to the Association or the Larger Land Association, as the case may be, within 3 (three) months from the date the occupation certificate for the Building is issued by the Authority.
- 19.3 The Purchaser/(s) hereby further agree(s) and irrevocably consent(s) that the Promoter will, in addition, handover to the Association, the management of the basements and/or podiums and other structures for amenities and facilities to be constructed on the Land i.e. the Common Areas within the said Complex as detailed in the **Annexure A-3** hereunder written to the Association/Larger Land Association.
- 19.4 The Purchaser/(s) further agree(s) and irrevocably consent(s) that the Promoter will assign/sub-lease/convey the Larger Land inter alia the Land to Larger Land Association and receipt of occupancy certificates to the last of the building or wing in the Layout of the Larger Land.
- 19.5 All costs, charges and expenses including stamp duty, registration charges and expenses, if applicable, in connection with the preparation, stamping and execution of the requisite documents in relation to transfer of management in favour of the Association, as mentioned hereinabove, shall be borne and paid by the Association/all purchasers of the apartments/flats/units in the Building/Project in the same proportion as the total area the flat bears to the total area of all the apartments/flats/units in the Building/Project.

- 19.6 All costs, charges and expenses including stamp duty, registration charges and expenses, if any, in connection with the preparation, stamping and execution of the requisite documents in relation to transfer of management in favour of the Association/Larger Land Association, as mentioned hereinabove, shall be borne and paid by the Association/ Larger Land Association (or) all purchasers of the apartments/flats/units in the buildings constructed in the layout of the Land/Larger Land in the same proportion as the total area apartments/flats/units bears to the total area of all the apartments/flats/units in the buildings constructed in the layout of the Land/Larger Land.
- 19.7 Even if the management of the Project/the project to be developed over the Larger Land is transfer to the Association/Larger Land Association, the Promoter will not be bound to hand over possession of the said Flat to the Purchaser/(s) or to the Association/ Larger Land Association until all the amounts which are due and payable by the Purchaser/(s) to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/(s) to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser/(s) or Association/ Larger Land Association will not be entitled to possession of the said Flat and the possession of the Promoter shall continue till then.
- 19.8 The Purchaser/(s) hereby agree(s) and confirm(s) that transfer of management to the Association/Larger Land Association, the Purchaser/(s) shall continue to pay all the outgoings as imposed by the Promoter and / or concerned authorities and proportionate charges to the Promoter from time to time.
- 19.9 The Association and/or Larger Land Association shall be liable to maintain, repair, renovate, reconstruct, re-build, on the Larger Land *inter alia* the Project, the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.
- 19.10 Each of the Purchaser/(s) shall hand over the e-waste generated to Haryana State Pollution Control Board approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules, 2011 or any statutory modification or re-enactment. The liabilities shall arise to do so from the date the Purchaser/(s) is/are offered the possession of his/her/their/its said Flat.

19.11 The name of the Complex being implemented on the Land is “\_\_\_\_\_” and the same shall not be changed by the Association/ Larger Land Association. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association/ Larger Land Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, even after the conveyance with respect to the Land and building/s thereon (including the said Building).

## **20. MORTGAGE:**

20.1 The Purchaser/(s) hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/(s) that: -

- (i) The Promoter may have an arrangement with certain banks, financial institutions, housing finance companies, NBFCs, fund houses etc. (hereinafter collectively referred to as "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the Project/Layout undertaken and carried on by it. As security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter may create or cause to be created mortgages/charges on the Land, Larger Land and/or construction thereon in favour of the said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the flats allocated to it and the Purchaser/(s) has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (ii) The title deeds relating to the Larger Land, inter alia, the Land, may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoter under the said line of credit arrangement.
- (iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Flat from the aforesaid security created in their favour, if any and to issue their NOC for the execution of this Agreement.
- (iv) The Promoter specifically reserves its right to offer the Project along with the construction thereon or any part thereof (save and except the said Flat but including the receivables therefrom), as security (including by way of a

mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/(s) has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.

**21.** The Purchaser/(s) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission to the Promoter for offering and giving the Larger Land, inter alia, the Land and/or the Building and/or the other buildings and structures proposed to be constructed thereon by the Promoter or any part thereof (save and except the said Flat but including the receivables therefrom), as security in the manner mentioned in Clause 20 hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/(s) shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/(s) herein, the Promoter have entered into this Agreement.

**22. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:**

22.1 This Agreement will be executed and registered in favour of the Purchaser/(s) upon receipt of all payments then due and payable by the Purchaser/(s) to the Promoter.

22.2 The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance deeds of the Building, the Common Areas of the Complex and the Larger Land (including the Land) shall be borne and paid by the Purchaser/(s) alone.

22.3 The Purchaser/(s) shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances at \_\_\_\_\_ within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.

22.4 The Purchaser/(s) shall, in addition to Sale Consideration, pay all other costs, charges, applicable taxes, levies, cesses, statutory charges, Other Charges, etc. including GST. The Purchaser/(s) shall also pay to the Authority, Government or

other public body or authority his/her/their share of betterment charges or any other charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the Land. The Sale Consideration of the said Flat is calculated on the aforesaid basis and the Promoter is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the Promoter in connection with performance of the Agreement, an adjustment of the Sale Consideration shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.

22.5 In the event of any stamp duty, registration charges (if required to be paid) or any other tax, levies, cess, statutory charges, Other Charges, etc. including GST becoming due or payable at any time before (i) the transfer of the management to the Association; and/or (ii) the transfer of the management of the Project to be developed over the Larger Land inter alia the Land to the Larger Land Association, the Purchaser/(s) shall deposit with the Promoter the amount proportionately or actually due in respect of the said Flat before the Promoter gives possession of the said Flat or any time thereafter.

**23. THE PURCHASER/(S) HIMSELF/THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE SAID FLAT MAY COME, HEREBY COVENANT/S WITH THE PROMOTER AS FOLLOWS: -**

23.1 The Purchaser/(s) shall not (i) use the said Flat or permit the same to be used for any purpose other than residential use and (ii) use the Covered Car Parking Space(s) for any other purpose than parking vehicles or use the said Flat and the Covered Car Parking Space(s) for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto. Further, the Purchaser/(s) shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.

23.2 The Purchaser/(s) shall not store in the said Flat and/or Covered Car Parking Space and/or within the Common Areas of the Complex, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Building or storing of which goods is objected

to by the concerned local / other authority /Association / Promoter/ Larger Land Association.

- 23.3 The Purchaser/(s) shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Building and the said Flat; including entrances of the said Building in which the said Flat is situated and in case any damage is caused to the Building in which the said Flat is situated or to any residential flat on account of negligence or default of the Purchaser/(s) in this behalf, the Purchaser/(s) shall be liable for the consequences of the breach.
- 23.4 The Purchaser/(s) shall not hold the Authority liable for failure of mechanical parking system/car lifts, if any. Purchaser/(s) shall not hold the Authority responsible if at all there is inadequate maneuvering space of covered car parking or parking in common areas.
- 23.5 The Purchaser/(s) shall not without the written permission of the Promoter or its authorized agent, make any additions or alterations in the said Flat and / or balconies / terraces and/or Covered Car Parking Space or cause any damage to or nuisance in the Project/Layout in any manner and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat / Building without the prior written permission of the Promoter and/or the Association and/or the Larger Land Association. If the alteration/addition requires any permission from the authorities, then the same shall be obtained by the Purchaser/(s) at their own costs, risks and consequences.
- 23.6 The Purchaser/(s) shall not, without the written consent of the Promoter or the Association, put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project/Layout. With a view to maintain uniform aesthetics of the exterior of the Building, the Purchaser/(s) is not permitted and shall 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. Name plate shall be put up in places designated for the said purpose by the Promoter or the said Association and/or Larger Land Association.

- 23.7 The Purchaser/(s) shall not without the written permission of the Promoter/its nominee/s and/or the Association, store/keep any material in any area other than in the said Flat.
- 23.8 The Purchaser/(s) will not hinder or obstruct the progress of the construction of the Project, the Complex or any other construction in Larger Land or part thereof in any manner.
- 23.9 The Purchaser/(s) shall not carry out any structural alterations of whatsoever nature in the said Flat and in particular it is hereby agreed that the Purchaser/(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in Clause 8.7 shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Purchaser/(s) shall be liable for damages and costs of repair.
- 23.10 The Purchaser/(s) shall not cause any nuisance or annoyance to the neighbors.
- 23.11 The Purchaser/(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat, in the passage, in the compound of any portion of the Project and the Complex.
- 23.12 Purchaser/(s) shall not do or suffer to be done anything in or about the Building or the said Flat or on the staircases and /or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Association or Governmental Authority and/or any other concerned authority.
- 23.13 Purchaser/(s) shall not refuse or neglect to carry out any work directed to be executed in the Building or in the said Flat after he/she/they had taken possession thereof, by a competent Governmental Authority, or require or hold the Promoter/its nominee/s liable for execution of such works.
- 23.14 Purchaser/(s) shall not encroach upon or make use of any portion of the Building or open space of the compound not acquired by him/her/them/it or otherwise not forming part of the said Flat or the Project.
- 23.15 Purchaser/(s) shall not restrain the Promoter or their servants and agents from entering upon the said Flat till its conveyance, for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Building or the said Flat for proper maintenance or

continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.

- 23.16 Purchaser/(s) shall not affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Flat, other than what has been provided by the Promoter at the time of possession of the said Flat.
- 23.17 Purchaser/(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Land or the Project/Complex or any part thereof or whereby any increased premium shall become payable in respect of the Building and/or the said Flat.
- 23.18 Purchaser/(s) shall not let, sub-let, transfer, assign or part with the said Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/(s) to the Promoter under this Agreement are fully paid up and (ii) the Promoter have in writing permitted to the Purchaser/(s) to do so, which permission the Promoter may give only if the Purchaser/(s) has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.
- 23.19 The Purchaser/(s) shall at all times co-operate with the other purchasers/occupiers of the other flats in the Project and the Complex, for the purpose of management and maintenance of the said Flat, open / covered car parking and the towers.
- 23.20 Purchaser/(s) shall maintain the said Flat at his/her/their/its own costs as a prudent person in good and tenantable condition and shall not do or suffer to be done anything in or to the Building, or the said Flat, 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 said Flat and keep the said Flat, 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.
- 23.21 The Purchaser/(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association/its

nominees. The Purchaser/(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 23.22 Purchaser/(s) shall become a member of the Association and from time to time sign all letters, writings, communications, applications forms, etc. and to do all other acts, deeds, matters and things as the Promoter/its nominee/s and/or the Association and/or Larger Land Association.
- 23.23 Purchaser/(s) shall observe, perform and comply with all the bye-laws, rules and regulations of the Association and/or Larger Land Association, as the case may be.
- 23.24 Purchaser/(s) shall pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their/its share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Building.
- 23.25 To bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the said Flat by the Purchaser/(s), viz. use for any purpose other than for residential purpose.
- 23.26 To observe and perform all the rules and regulations which the Association and/or Larger Land Association, as the case may be, may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Flat and on the observance and performance of the Applicable Laws with respect to buildings of the concerned authority / authorities. The Purchaser/(s) shall also observe and perform all the stipulations and conditions laid down by the Promoter / the Association and/or Larger Land Association regarding the occupation and use of the said Flat, including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them.
- 23.27 The amounts of deposits and outgoings payable of the flats and premises in the Project have been fixed provisionally by the Promoter and the Purchaser/(s) shall be bound by the same. The Promoter/ the Association and/or Larger Land Association may revise and re-fix the amounts payable for the various flats. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the Association and/or Larger Land Association on execution of conveyance of the Land to it as if it constituted a part of the deposit collected under

this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoter is found to be short, the Purchaser/(s) shall pay to the Promoter such revised amount as may be fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Purchaser/(s).

- 23.28 That the Purchaser/(s) agrees that the Purchaser/(s) shall from time to time sign all relevant applications, papers, documents and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other Purchaser/(s) of residential flat(s) of the Building including the Purchaser/(s). It is further agreed that the Purchaser/(s) shall ensure that in the event the Purchaser/(s) gives possession of the said Flat(s) to any third party as envisaged under Clause 13 above by way of conveyance/sub-lease/assignment or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the other Purchaser/(s) of the flat(s) of the Building.
- 23.29 The Promoter has furnished to the Purchaser/(s) the particulars of estimated outgoings of the said Flat.
- 23.30 The Purchaser/(s) has represented and warranted to the Promoter that he/she/they/it has/have the power and authority to enter into and execute this Agreement.
- 23.31 The Purchaser/(s) hereby undertake and covenant to the Promoter that him/her/it shall at all times comply with all provisions under the applicable Real Estate Laws and other Applicable Laws.
- 24. THE PROMOTER HAVE INFORMED THE PURCHASER/(S) AND THE PURCHASER/(S) IS/ARE AWARE THAT AND THE PURCHASER/(S) DOTH/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE PROMOTER AS UNDER:**
- 24.1 The Promoter may develop the Project along with the Larger Land / any other adjoining land in future as an extended development of the Project.
- 24.2 The Promoter may appoint a Project Management Consultant (**PMC**) and/or Principal Marketing Agent (**PMA**) for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of the said Project.

- 24.3 That the Promoter shall deposit the Sale Consideration in a separate account as required under the Real Estate Laws.
- 24.4 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Complex and the Layout.
- 24.5 The Purchaser/(s) do hereby irrevocably authorise the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building Plans in respect of the Building, in accordance with Applicable Laws.
- 24.6 The Promoter shall be at liberty to sell, convey and transfer or otherwise to deal with all other flats/units/premises and spaces in the Building or otherwise deal with its right, title and interest in the Land and/or in the Building in any manner it may deem proper. The Promoter may sell, transfer or assign all their rights, title and interest in the Land (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold flats in the Building but without in any manner affecting the Purchaser's rights.

**25. MAINTENANCE OF THE SAID FLAT:**

- 25.1 The Purchaser/(s) shall become a member of the Association. The Purchaser/(s) shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Flat, Covered Parking Space and Common Areas and facilities in the Complex.
- 25.2 For the enjoyment and maintenance of the Common Areas and facilities of the Complex, the Purchaser/(s) shall be liable to pay per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter/its nominee/s, the Association and/or Larger Land Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Purchaser fails to pay any amount payable to the Promoter /its nominee/s, the Association and/or Larger Land Association:
- (i) The Purchaser/(s) shall not be entitled to avail any maintenance services.
  - (ii) For any delayed payment, the Purchaser/(s) shall be liable to pay interest @ 15% (fifteen percent) per annum with quarterly rests.

- 25.3 The Promoter/its nominee/s, the Association and/or Larger Land Association shall have the right to adjust the unpaid amount from the interest free Advance Maintenance Charges as mentioned in **Annexure D-3** (hereinafter referred to as “**Advance Maintenance Charges**”). Advance Maintenance Charges shall mean:
- (i) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/(s) to the Promoter within the due date to be mentioned in the Possession Notice.
  - (ii) The Advance Maintenance Charges shall be used by the Promoter/its nominee/s, the Association and/or Larger Land Association for repair of Common Areas, facilities and equipment provided in the Complex. Notwithstanding the above, the Promoter reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/(s).
  - (iii) The unused portion of the Advance Maintenance Charges shall be transferred to the Promoter/its nominee/s, the Association and/or Larger Land Association.
- 25.4 If at any time the Advance Maintenance Charges as stated in **Annexure D-3** falls below the actual expenses incurred as stated hereinabove, the Purchaser/(s) shall make good such shortfall immediately on demand being made by the Promoter/its nominee/s, the Association and/or Larger Land Association in making such payment shall attract Interest.
- 25.5 Except in respect of the maintenance of the Club House, the area of the said Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various purchasers in the complex of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred on the complex.
- 25.6 The possession of the Common Areas shall remain with the Promoter, who shall be responsible for supervising, either directly or through its nominee, the maintenance and upkeep of the same until the same is handed over or offered to be hand over by the Promoter as per Applicable Laws or directions of the Government Authority, to the Association and/or Larger Land Association. The Promoter’s responsibility towards maintenance and upkeep of the Complex shall cease within 15 (fifteen) days from the date of which the Complex is handed over/ offered to be handed over to the /its nominee/s, the Association and/or Larger Land Association. It is in the interest of the Purchaser/(s) to help the Promoter in effectively keeping the said Flat(s), the Building and the Complex secured in all ways. The Purchaser/(s) hereby agrees and accepts that for security reasons, the maintenance agency shall

be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Building. However, it has been made clear to the Purchaser/(s) that the entire internal security of the said Flat shall be sole responsibility of the Purchasers/occupants and the Promoter/its nominee/s shall not be responsible for any theft, loss or damage suffered by the Purchasers due to any security lapse within and in respect of the said Flat hereby agreed to be purchased by the Purchaser/(s). Commencing a week after a written notice is given by the Promoter to the Purchaser/(s) that the said Flat is ready for use and occupation, the Purchaser/(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Flat) of all the outgoings in respect of the said Flat, including repairs to the exterior and interior of the Building (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/(s)), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Governmental Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Building. Until the Association is formed and registered and the Complex is transferred to it as aforesaid, the Purchaser/(s) shall pay into a bank account designated by the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/(s). The Purchaser/(s) further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/(s) shall pay to the Promoter a provisional contribution as mentioned in herein below payable in advance on at monthly/ quarterly / yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/(s) to the Promoter shall not carry any interest and remain with the Promoter till such time the same is transferred in favour of the Association. The Purchaser/(s) agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution within 7 (seven) days of intimation by the Promoter / the maintenance agency/Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

- 25.7 It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/(s) and/or the Association and/or Larger Land Association shall be liable to bear and pay to the Promoter, the proportionate share of all the outgoings in

respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads and Club House till the completion of the development of the complex over the Larger Land.

#### **25.8 Maintenance Agency:**

- (i) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges including maintenance security deposit for providing, maintaining and up-keep of the Building and Common Areas and other deposits and charges for the various services therein, as may be determined by the Promoter/its nominee/s. The appointment of its nominee/s will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.
- (ii) The Purchaser(s) upon taking possession of the said Flat agree/s to enter into a maintenance agreement with the Promoter or its nominee/s for the maintenance and upkeep of the Building and the Purchaser(s) undertake/s to pay the Maintenance Charges as raised by the Promoter/its nominee/s from the date as mentioned in Clause 12.5 and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Flat or whether the work is still going on in adjacent towers/buildings and infrastructure facilities including Club House.
- (iii) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter/its nominee/s.

#### **26. NOTICES:**

- 26.1 The Purchaser/(s) represent that their respective complete and correct address(es) are given in Clause 26.2 below. It shall be the Purchaser/(s) responsibility to inform the Promoter by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in Clause 26.2 below shall be deemed to have been received by him/her/them/it at the time when those should ordinarily reach at such address(es) and the Purchaser/(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party by the other Party shall be sent by prepaid recorded delivery or registered post or by email

or letter duly signed and sent by Fax at the address shown in Clause 26.2 and shall be deemed to have been served on the addressee within 4 (four) days of posting or 24 hours (twenty-four) if sent by fax or by electronic mail. It is hereby clarified that any notice sent by fax should also be sent by registered post / courier.

- 26.2 All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the fax number set forth below or sending by courier or by post as mentioned in sub-clause (a) above to the address set forth below in respect of each Party:

The Promoter : **JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED**

Attention : [●]

Address : [●]

Fax : [●]

The Purchaser : [●]

Attention : [●]

Address : [●]

Fax : [●]

Email : [●]

## **27. DISPUTE RESOLUTION AND GOVERNING LAWS**

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 RERA.

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

- 28.1 Subject to the occurrence of Force Majeure Events, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the said Flat to the Purchaser/(s) by the Delivery Date 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 said Flat 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 Governmental Authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the applicable Real Estate Laws.

28.2 In case of default by Promoter under the conditions listed above, the Purchaser/(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser/(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser/(s) will be required to make the next payment without any interest; or
- (ii) The Purchaser/(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser/(s) under any head whatsoever towards the purchase of the said Flat, along with Interest within 90 (ninety) days of receiving the termination notice;

Provided that where a Purchaser/(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid Interest by the Promoter for every month of delay till the handing over of the possession of the said Flat, which shall be paid by the Promoter to the Purchaser/(s) within 90 days of it becoming due.

28.3 The Purchaser/(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Purchaser/(s) fails to make payments for \_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchaser/(s) shall be liable to pay Interest to the Promoter on the unpaid amount;
- (ii) In case of default by Purchaser/(s) under the condition listed above continues for a period beyond \_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Flat in favour of the Purchaser/(s) and refund the money paid to him by the Purchaser/(s) within 90 (ninety) days after deducting the booking

amount, Interest and other amounts payable hereunder and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Purchaser/(s) about such termination at least thirty days prior to such termination.

- (iii) The Promoter shall be entitled to sell the said Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit.
- (iv) The Promoter shall within 1 (one) month of the termination coming into effect, refund without interest to the Purchaser/(s) herein the amount paid by the Purchaser/(s) to the Promoter in pursuance of this Agreement after deducting therefrom the following:
  - (a) \_\_\_\_\_% (\_\_\_\_ percent) of the Sale Consideration of the said Flat with applicable Taxes (which is to stand forfeited by the Promoter)
  - (b) the brokerage cost incurred by the Promoter for selling the said Flat to the Purchaser/(s);
  - (c) the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;
  - (d) subvention cost (if the Purchaser(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/(s) in respect of the said Flat up to the date of termination of this Agreement shall be borne by the Purchaser/(s) and the Promoter shall not be liable to refund/reimburse the same.

- (v) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Purchaser/(s) in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned in Clause 28.3 (iv) above is not realized by the Promoter, then the Purchaser/(s) shall be liable to pay the same within 21 (twenty-one) days of notice of demand in writing from the Promoter. In the event of delay in making this payment to the Promoter, the Purchaser/(s) shall be liable to pay the said amount with Interest thereon.

(vi) Notwithstanding anything to the contrary contained in Clauses 28.2, 28.3 or 28.4 hereinabove, the Promoter may in its sole discretion be entitled to seek and the Purchaser/(s) hereby agree/s and undertake/s to execute a deed, document or writing including a cancellation deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub- Registrar of Assurances simultaneously against receipt/refund of the amount as mentioned therein from the Promoter. All such original registered cancellation deed, documents and writings as may be required by the Promoter shall be retained by the Promoter. All stamp duty and registration fee on such cancellation deed shall be borne and paid by the Purchaser/(s).

(vii) In the event of non-cooperation by the Purchaser/(s) in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances and sell the said Flat to a third party.

28.4 If the Purchaser/(s) has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/(s) agree/s that based on the terms of such loan, the balance amount referred to in Clause 28.3 (iii) less the deductions made in Clause 28.3 (iv) above would be paid over to the financial institution or bank and the Promoter will be entitled to obtain its no-objection, and release of charge on the said Flat, from such financial institution or bank directly to that effect without approaching the Purchaser/(s). Banks to take cognizance of this clause while issuing housing loan to the Purchaser/(s).

## **29. WAIVER NOT A LIMITATION TO ENFORCE:**

29.1 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 Purchaser/(s) in not making payments as per the terms of this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/(s) that exercise of discretion by the Promoter in the case of one purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of the Purchaser/(s).

29.2 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.

**30. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- 30.1 The Promoter has absolute, clear and marketable title with respect to the Land/Larger Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the Land for the Project;
- 30.2 The Promoter has lawful rights and requisite approvals from the Governmental Authorities to carry out development of the Project;
- 30.3 There are no encumbrances upon the Land/Larger Land or the Project;
- 30.4 There are no litigations pending before any Court of law or Authority with respect to the Land/Larger Land, Project or the said Flat;
- 30.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Land and the said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Land, Building, said Flat and Common Areas;
- 30.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/(s) created herein, may prejudicially be affected;
- 30.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land/Larger Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/(s) under this Agreement;
- 30.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/(s) in the manner contemplated in this Agreement;
- 30.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Flat to the Purchaser/(s) and the common areas to the association of Purchaser/(s) or the competent authority, as the case may be;

- 30.10 The Land/Larger Land 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 Land;
- 30.11 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project, in accordance with the provisions of Real Estate Laws and terms of this Agreement, 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 Purchaser/(s) and the association of Purchaser/(s) or the competent authority, as the case may be; and
- 30.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Land/ Larger Land and/or the Project.
- 30.13 The Promoter shall at all times comply with the applicable Real Estate Laws and all other Applicable Laws, and duly fulfill all its obligations prescribed thereunder in a timely manner.

**31. OTHER TERMS:**

- 31.1 The Promoter has assured the Purchaser/(s) that the Project in its entirety is in accordance with the provisions of Applicable Laws. The Promoter is in compliance of various laws/regulations as applicable in Gurgaon.
- 31.2 This Agreement may only be amended through written consent of the Parties.
- 31.3 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Laws 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 the Real Estate Laws or such 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.
- 31.4 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.

- 31.5 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 Purchaser/(s), in Gurugram after the Agreement is duly executed by the Purchaser/(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_, if so required under Applicable Laws. Hence this Agreement shall be deemed to have been executed at Gurugram.
- 31.6 **Entire Agreement:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the Clauses and/or Schedules of this Agreement shall have an over-riding effect.
- 31.7 **Relationship of Parties:** The Agreement is entered amongst the Parties on principal to principal basis.
- 31.8 The Promoter has entered into this Agreement with the Purchaser/(s) relying solely on the Purchaser/(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser/(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter/s and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/(s).
- 31.9 The Purchaser/(s) is/are aware that the Project is being developed and sold by the Promoter and not the Brand Owner.
- 31.10 The Promoter will associate the Brand Name solely for the purpose of branding and marketing the Project in its capacity as the developer for the Project and the

sales shall be in the name of the Promoter. The Promoter shall be solely responsible for all obligations and liabilities of a “Promoter” under RERA or any Applicable Law.

- 31.11 The Purchaser/(s) agree(s) and acknowledge(s) that he/she/it/they has/have agreed to purchase the said Flat without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any Promoters/SP Group affiliation or any monetary or financial advantage.
- 31.12 Use of the brand shall be limited to (i) use of the approved name on signage on or about the Project, as approved by Promoter/SP Group, and (ii) textual use of the approved name by individual purchasers of the units, and their agents, solely to identify the address of the Project. No other use will be permitted of the Brand.
- 31.13 The Purchaser/(s) hereby acknowledge(s) and agree(s) that by applying for/acquiring the said Flat, the Purchaser/(s) acquire(s) no right, title, ownership or interest in the name Brand or the marks, logos or other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the Brand, all of which belong to the Brand Owner.
- 31.14 The Purchaser/(s) unconditionally waives and releases the Brand Owner, the Promoter, its affiliates, and their respective employees, agents, members, managers and directors from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design, construction, or renovation of the said Flat or the Project or any component thereof.
- 31.15 **Joint Purchaser/(s):** In case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.
- 31.16 **Severability:** If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

- 31.17 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with Real Estate Laws and other Applicable Laws for the time being in force.
- 31.18 **Jurisdiction:** The Courts at Gurgaon shall have exclusive jurisdiction.
- 31.19 The Purchaser/(s) has/have entered into this Agreement on the basis of the Carpet Area of the said Flat mentioned in this Agreement, subject to the provisions of Clause 9 and other provisions herein contained.
- 31.20 The Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the Building and/or the Complex in the marketing collateral material/brochure of the Project/Layout and/or website of the Promoter and/or in any advertisement material published by the Promoter in any print or electronic media. The Purchaser/(s) is/are aware that these are conceptual representations and that there may be changes in the actual elevation or façade of the Building and/or the complex and/or amenities which may be provided by the Promoter to the Purchaser/(s) as listed in this Agreement in the **Annexure A- 1 and Annexure A-3** annexed hereto.
- 31.21 The Purchaser/(s) will not make any claim due to such brochures and/or advertisement material published by the Promoter. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.
- 31.22 The name of the Building being \_\_\_\_\_ which is part of Phase \_\_\_\_\_ and Complex known as “ \_\_\_\_\_ ” shall not be changed without the prior written consent of the Promoter.
- 31.23 The Advocates and Solicitors of the Promoter shall prepare and/or approve as the case may be the Deed/s of Conveyance/Lease/Assignment and other supplemental documents to be executed in pursuance of this Agreement.
- 31.24 The delay or indulgence on the part of the Promoter and/or the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser/(s) nor shall the same in any manner prejudice any of the Promoter’s and/or the Promoter' rights hereunder or otherwise under law.

- 31.25 The Purchaser shall pay proportionate share of property tax to the Authority assessed on the Building; *provided however* that if any special taxes and/or rates are demanded by the Authority or any other authority by reason of any permitted use other than residential or any other use of the said Flat, the Purchaser/(s) alone shall bear and pay such special taxes and rates.
- 31.26 This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous correspondence or representations between the parties, whether written oral or implied, if any, concerning the matters including the application no. \_\_\_\_\_ dated \_\_\_\_\_.
- 31.27 That it is agreed between the Parties that save and except in respect of the said Flat hereby agreed to be purchased by the Purchaser/(s), the Purchaser/(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect other areas in the Building including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all Purchaser/(s) of the residential flat(s). The Purchaser/(s) shall not hold Authority liable for the Building being deficient, if at all, in open space and on that basis, will not raise objection for neighborhood development.
- 31.28 If the Building or any part thereof in which the said Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Promoter, such losses and damages incurred to the Building's structure will be fully sustained by the Purchaser/(s) along with the other Purchasers and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.
- 31.29 The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces in the Land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire.
- 31.30 If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the Land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/(s) will not

object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the Land, the terrace and any other open spaces in the Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.

- 31.31 Nothing contained in these presents is intended, nor shall be construed to be a grant, demise assignment or transfer in law of the said Flat or any part of the said Building or the Land the Purchaser/(s).
- 31.32 Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/(s), in respect of the said Flat prior to the execution and registration of this Agreement shall not be construed to limit the rights and interests of the Purchaser/(s) under this Agreement or under the Real Estate Laws and other Applicable Laws.
- 31.33 It is hereby made clear that the Promoter shall not be responsible for the consequences arising out of change in law or change or modification or enactment or reenactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and byelaws thereof.
- 31.34 The Podiums, if any, constructed by the Promoter below the Building shall be for the Purchasers of the premises comprised in the Complex i.e. the building/s to be constructed on the Land/Larger Land.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

**SIGNED AND DELIVERED BY** )  
the withinnamed Promoter )  
Joyville Shapoorji Housing Private Limited )  
by the hand of its Authorized Signatory )  
Mr/Ms \_\_\_\_\_ )  
in the presence of )  
1) )  
  
2) )

**SIGNED AND DELIVERED BY** )

the withinnamed Purchaser/(s) )  
[●] )  
in the presence of )  
1) )  
2) )

**Schedule A**

(Description of Said Flat/Car Parking)

**Annexure A-1**  
(Larger Land Layout Plan)

**Annexure A-2**  
(Location Plan of the Building)

**Annexure A-3**

(List of Common Areas/ Amenities & Facilities)

**Annexure B**  
(Floor Plan of the said Flat)

**Annexure C**

(Fixtures, fittings and amenities of the said Flat)

**Annexure D-1**  
(Break-up of the Sale Consideration)

**Annexure D-2**  
(Payment Schedule)

**Annexure D-3**  
(Other Charges)

**RECEIPT**

**Received**, on or before the execution of this Agreement, of and from the withinnamed Purchaser/(s), the sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) vide cheque/RTGS No \_\_\_\_\_ on \_\_\_\_\_, drawn in favour of \_\_\_\_\_ towards part of the Sale Consideration to be paid by him/her/them to us.

We Say Received:

**For Joyville Shapoorji Housing Private Limited**

Mr. \_\_\_\_\_  
(Authorized Signatory)

Witnessed by me: