

BUYER'S AGREEMENT

BETWEEN

HL RESIDENCY PVT. LTD.

AND

ALLOTTEE(S)

Instructions for execution of the Buyer's Agreement to be read carefully by the Buyer(s).

1. Kindly sign along with joint allottee(s), if any, at all places in the Agreement including all Schedules/ Annexures and stamp paper.
2. Kindly paste, at the place provided, color photographs including of all joint allottee(s) and sign across the photographs.
3. Kindly furnish self-attested photocopy of the permanent account number (PAN) issued to the Allottee(s) by the Income Tax Department, AADHAR CARD, to the Company along with application form.
4. Both signed copies of the Buyer's Agreement with all the Schedules/Annexures in its original form shall be returned to the Company by hand delivery/ registered post(AD) only within the stipulated time as per this Agreement.
5. Kindly sign next to the tentative typical Layout plan/Floor Plan in respect of unit (as the case may be) as booked by you, in Schedule-I,.
6. Witnesses signatures to be done with complete name & addresses.
7. Copy of the partnership deed and resolution signed by all Partners required, in case the Allottee is a Partnership Firm.
8. Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association in case the Allottee is a company.

AGREEMENT FOR SALE/PROMOTER BUYER'S
AGREEMENT

This Agreement for Sale (hereinafter referred to as the "Agreement") is Executed
at
Bahadurgarh, Distt. Jhajjar (Hr.) on this _____(Date) day of _____(Month),
year,

Between

M/s HL Residency Private Limited, (CIN No.U45200DL2010PTC210343) a
Company incorporated under the Companies Act, 1956 or 2013, (as the case may
BE) having its Registered Office at B-12, Vishrantika Apartment, Plot No. 5A,
Sector-3, Dwarka, Delhi-110075 having PAN AACCH5294A & as represented by
its duly Authorized Signatory (Aadhar no. _____)

vide resolution dated

08th December 2017 passed in the meeting of the Board of Directors
of

the Company, Hereinafter referred to as "VENDOR" (which expression shall
unless excluded by or repugnant to the subject or context be deemed to mean
and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is an Individual]

Mr./Ms. _____ (Pan and Aadhar no. _____)

son/daughter/wife of Mr./Ms. _____, aged about _____ Years

residing at _____,
hereinafter called the "Allottee" (which expression shall unless repugnant to the context
or meaning thereof be deemed to mean and include his/her heirs, executors,
administrators, successors-in-interest and permitted assigns).

AND

Mr./Ms. _____ (Pan and Aadhar no. _____)

son/daughter/wife of Mr./Ms. _____, aged about

Years residing at

,

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS

:

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.
- (e) "Agreement" means this Agreement for sale/Promoter Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Plot and/or the open Parking Space(s) in the Said Township/ Said Complex, executed by the Allottee(s) and Company.
- (f) "Allottee" means the person who is entering into this Agreement with the Company for the
Said unit allotted to the Allottee(s) and who has signed and executed the Agreement.
- (g) "Amenities and Facilities" shall mean and include but not limited to the shops, club house, swimming pool, tennis court, community shopping, school, etc in the Said Township/ Said Complex the ownership of which shall always vest with the Company and the Allottee(s) herein shall not have any claim or right of any nature whatsoever in shops, club house, swimming pool, tennis court, community shopping, school etc. in the Said Township/ Said Complex .
- (h) "Common Areas and Facilities" means the common areas and facilities within the Said Township/ Said Complex.
- (i) "Company" shall have the meaning as ascribed to it in the Preamble.
- (j) "Conveyance Deed" means the deed of conveyance which shall convey title of the Said Plot in favour of the Allottee(s) in accordance with this Agreement.
- (k) "Earnest Money" means 20% of the Basic Sale Price (BSP), of the Said Plot payable by the Allottee(s) and more clearly set out in Schedule-I .
- (l) "External Development Charges (EDC)" means the charges levied or leviable on the Said Township/ Said Complex (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges
- (m) "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - explosions or accidents, air crashes and shipwrecks, act of terrorism;
- strikes or lock outs, industrial dispute;
- non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- war and hostilities of war, riots, bandh, act of terrorism or civil commotion
- the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

- any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Township/ Said Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - any event or circumstances analogous to the foregoing.
- (n) “Governmental Authority” or “Governmental Authorities” shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Township/ Said Complex is situated;
- (o) “IFMSD” & Infrastructure Development Charges (IDC) & Infrastructure Augmentation Charges (IAC)” means the interest free maintenance security deposit to be paid by the Allottee(s) for the maintenance and upkeep of the Said Township/ Said Complex to be paid as per the Schedule of payments (attached as Schedule-I to this Agreement) to the Company or to the Maintenance Agency. “Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;
- (p) “Maintenance Agency” & Maintenance Agreement” means the Company, its nominee(s) or association of allottees or such other agency/ body/ Company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Township/ Said Complex
 .“Maintenance Agreement” means the maintenance agreement executed by the Allottee(s), Company and the Maintenance Agency.
- (q) “Maintenance Charges” shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Township/ Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Plot including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Complex/ Said Township.
- (r) “Non-Refundable Amounts” means the interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.
- (s) “Parking Space(s)” means the exclusive right of the Allottee(s) to use the open parking space for parking cars, as described in Schedule-I of this Agreement.
- (t) “Preferential Location Charges (PLC)” means charges for the preferential location attribute(s) of the Said Plot payable as applicable to be calculated on the per sq. mtr./sq. ft. based on area of the Said Plot, as mentioned in this Agreement.
- (u) “Said Unit” means the Plot/Floor/Villa/Apartment/Flat allotted to the Allottee(s), details of which have been set out in Schedule-I of this Agreement and the tentative measurement of the Unit given in Schedule-I and includes any alternative Plot/Floor/Villa/ Apartment/Flat allotted in lieu of the Said Plot/Floor/Villa/Apartment/Flat.
- (v) Area: shall have the tentative measurement ascribed to it in Schedule-I.
- (w) “Said Township/ Said Complex” means the area comprising of residential buildings, shops, club house, swimming pool, tennis court etc., community shopping, nursery school,

and EWS Plot, etc and any other building Amenities and Facilities as may be approved by the Governmental Authority.

(x) "Said Land" means an area admeasuring 3.1375 acres in the revenue estate of village Nuna Majra and Barkatabad, Sector-37, Bahadurgarh, Haryana, on which the Said Township/ Said Complex is being developed.

(y) "Taxes and Cesses" means any and all kind of taxes and cesses including but not limited

to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses by whatever name called paid or payable

by the Company and/or its contractors (including sub- contractors), suppliers, consultants, in connection with the development/construction of the Said Township/ Said Complex .

(z) "Total Price" means any and all kind of amounts, payable for the Said Unit which includes

Basic Sale Price, EDC/IDC, PLC (if the Said Unit is preferentially located) and price for exclusive right to use of the open/Covered Parking Space(s) if any but does not include other amounts, charges, security amount etc., which are payable in accordance with the

- i) increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called as set out in Schedule-I.
- ii) IFMSD.
- iii) property tax, municipal tax on the Said Unit.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the

Agreement and conveyance deed etc.

- v) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vi) Cost of additional parking space(s), if any, allotted to the Allottee(s).
- vii) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Company. which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

2. Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.
- e. The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Company, the Allottee(s) has given consent to the actions of the Company or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

WHEREAS:

- A. The Promoter/s are the absolute and lawful owner of [khasra nos./ survey nos.] as mentioned in the Annexure F enclosed at the last of this agreement totally admeasuring 20074.69 square meters situated at in Village Nuna Majra & Barakhtabad Tehsil Bahadurgarh & District Jhajjar ("Said Land") vide Regd. Sale Deed No. 5575 Sale Deed dated 17-10-2022 Sale Deed No. 7973 dated 24-01-2023, Sale Deed No. 9364 dated 10-12-2021, Sale Deed No. 4025 dated 09.08.2019, Sale Deed No. 4026 dated 09-08-2019, Sale Deed No. 2413 dated 13-06-2012, Sale Deed No. 7918 dated 18-12-2018, Sale Deed No. 7919 dated 18-12-2018, 7069 dated 15-11-2012 registered in the office of sub registrar, Bahadurgarh with the details mentioned above.

B. The Said Land is earmarked for the purpose of a building [residential/
commercial/
industrial/ any other purpose] project, comprising multistoried apartment(s)/
building(s)/ [insert any other components of the Projects] and the said project
shall be known as
'HL _____ City' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a
[residential/ commercial project, comprising _____ plots/
[insert any other components of the Projects] and the said project shall
be known as '

'
("Project")

Provided that where the land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it has been approved by the competent authority;

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The DTCP, Haryana at Chandigarh has granted the approval/ sanction to develop the Project vide License No. 168 OF 2023
- E. The Promoter has obtained approval on the layout plan/Building plan from DTCP, Haryana vide Drawing No. DGTCP-9508 dated 22/08/2023 The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula (Hr.) vide Memo no. HARERA(Reg.)
- G. The Allottee had applied for residential apartment/ commercial unit/ any other built up

unit in the Project vide application no. _____ and has been allotted date _____

Apartment no. _____ having carpet area _____ square feet, on of _____

_____ floor in [tower/ block/building] _____ ("Building") no. with stilt/ basement parking no. (if _____ along applicable) _____ admeasuring _____ g

_____ square feet in the _____
[Please insert the location of the said parking], as permissible under the applicable law and right in the common areas ("Common Areas") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "Said Unit" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

Details of Parking _____

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____

square yard and parking area (wherever applicable) _____ [Area] admeasuring _____

(if applicable) in the _____
[Please insert the location of the said parking], as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975). (hereinafter referred to as the "Plot" more particularly described in Schedule A);

Details of _____
Parking

- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. Specially attottee(s) have got understood the contents of this agreement in vernacular language with the help of Advocate/Notary (as the case may be).
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;

- J. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot/ Unit for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.
- 1.2 The Total Price for the built up Unit/Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) based on the carpet area is (_____) ("Total Price" Including GST & other applicable taxes (Give break up and description):

Block/Building/ Tower no. _____ Apartment _____ No. Type _____ Floor _____ Carpet area (sq.ft): _____ Super area (sq.ft): _____ _ Parking (if applicable): _____	Rate of Apartment per square feet Or Rate of VILLA per square yard Rs. (_____) sq.ft/sq.yd
Total price (in rupees)	

[OR]

The Total Price of plot for Residential/ Commercial/ Industrial/any other usage (as the case may be) alongwith parking (if applicable) as per approved demarcation/zoning plan

(whichever is applicable) is (_____) ("Total Price") (Give break up and description):

Plot No. _____ Block No. _____ Area of the Plot (sq.yd) _____ Parking (if applicable): _____	Rate of Plot per square Yards Rs. (_____) square yards.
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Total price (in rupees)	
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Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:
Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:
Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;
 - (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
 - (iv) The Total Price of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) in the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 12 % 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 an Allottee by the Promoter unless agreed upon by the allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.7 *[Applicable in case of an apartment/ unit]* The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

[OR]

[Applicable in case of a plot] The Promoter shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

- 1.8 Subject to para 15.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/ competent authorities

- after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot/Unit/Apartment for Residential/ Commercial/Industrial/any other usage (as the case may be).
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., 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 outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- The Allottee has paid a sum of Rs (_____)
- 1.10 as booking amount being part payment towards the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:
- Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HREERA Rules, 2017.
- 1.11 The Allottee(s) agrees to pay a sum as set out in Schedule-I towards Preferential Location Charges (PLC) if applicable, in the manner as stated in the Schedule-I.
- a) In the event, the Said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded/ adjusted in the next installment, as stated in the Schedule-I of payment opted by the Allottee(s).
- b) In the event, the Said Unit becomes preferentially located, if at the time of the Application it was not preferentially located, the Allottee(s) shall pay PLC of the Said Unit to the Company, as applicable and payable additionally alongwith next installment/ on demand by Company, as stated in the Schedule-I of payment opted by the Allottee(s).
2. **MODE OF PAYMENT:**
Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of 'HL RESIDENCY PVT. LTD.' payable at PAR.
3. Payment of Other Charges and Costs payable by the Allottee (s)
The Allottee(s) agrees to pay a sum as set out in Schedule-I towards Preferential Location Charges (PLC) if applicable, in the manner as stated in the Schedule-I.
- 3.1 In addition to the Total Price and other charges mentioned in the Agreement, the Allottee(s) shall pay an amount towards non-transferable membership fee as set out in Schedule-I of this Agreement for the club facility to be provided in the Said Complex/ Said Township.

- 3.2 The Allottee(s) shall be liable to pay a sum equivalent to the proportionate share of all Taxes and Cesses payable to the Government Authority in accordance with the total Super Area of the Said Unit.
- 3.3 The Allottee(s) understands that the layout plan, layout plan of the Said Township and the Said Unit as approved by the Government Authority is subject to change as per the discretion of the Company and/or as directed by the Government Authority.
- 3.4 The Allottee(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Said Unit within the stipulated period as mentioned in the demand notices and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Said Unit and open Parking Space(s) if any. In case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non-Refundable Amounts, etc. and shall refund the balance amount to the Allottee(s) without any interest upon realization of money from resale / re-allotment to any other party.
- 3.5 The Allottee(s) understands and agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other Government Authorities whether on prospective or retrospective basis shall be paid by the allottee(s) and any increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the government and/or any governmental authority(ies) shall be paid by the allottee(s) as indicatively set out in the schedule-I of this agreement. The prorate demand made by the company to the allottee(s) with regard to EDC/IDC/IAC or any increase therein shall be final and binding on the allottee(s). if EDC/IDC/IAC or any increase is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the application/agreement and the company shall be entitled to cancel the agreement and forfeit the non-refundable amount amounts and the balance amount, if any shall be refunded to the allottee(s) without any interest thereon upon realization of money from resale/re-allotment of the Said Unit to any other party. If the EDC/IDC/IAC or any increase therein levied (including with retrospective effect) after the execution of sale deed/conveyance deed, the allottee(s) agrees and undertakes to pay the same on demand by the company and if the demanded charges are not paid, then the same shall be treated as unpaid sale price of the Said Unit and the company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Unit till such unpaid charges are paid by the allottee(s).
- 3.6 The Allottee(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/ Said Township / or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Unit is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s).
- 3.7 The Allottee(s) agrees and undertakes to bear the cost of electric and water meter and the cost of connection/s alongwith the security deposit, if any, as and when demanded by the company and/or maintenance agency.
- 3.8 The Allottee(s) also agree to pay the Maintenance Charges leviable on the Said Unit to the Company and/or to the Maintenance Agency appointed by the Company as per the demand raised from time to time and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Unit / Parking Space(s) till such unpaid charges are paid by the Allottee(s).
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:
- 4.1 The Allottee, if residing 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 other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
5. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**
The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable), if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
6. **TIME IS ESSENCE:**
The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.
7. **CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:**
The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.
The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana State relevant Laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.
8. **POSSESSION OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ ANY OTHER USAGE (AS THE CASE MAY BE):**

- 8.1 Time Limit for delivery for offer of possession: **(a) In case of Flat/Floor/Villas** The promoter will provide offer of possession to the allottee within 24 months from the date of execution of this agreement for sale/Promoter Buyer's Agreement. The date on which Promoter makes dispatch of letter for offer of possession to the allottee(s) will be considered as the date of delivery of the possession to the allottee.

Time Limit for delivery for offer of possession: **(b) In case of open Plot :-**

The promoter will provide offer of possession to the allottee within 6 months from the date of execution of this agreement for sale/Promoter Buyer's Agreement. The date on which Promoter makes dispatch of letter for offer of possession to the allottee(s) will be considered as the date of delivery of the possession to the allottee.

- 8.2 Schedule for possession of the said Plot/Unit/Apartment for Residential/ Commercial/any other usage - The Promoter agrees and understands that timely delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ any other usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions unless there is delay due to "*force majeure*", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage (as the case may be).

The Allottee agrees and confirms that, in the event it becomes impossible for the

Promoter to implement the project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.3 (A) Procedure for taking possession of Unit - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential/ Commercial/ Industrial Colony/ any other usage (as the case may be) alongwith parking (if applicable)] at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

(B) Procedure for taking possession of built-up Unit/ Apartment - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Commercial Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/ Commercial Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

- 8.4 Failure of Allottee to take Possession of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage - Upon receiving a written intimation from the Promoter as per para 8.2, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot/Unit/Apartment for Residential/Commercial/ Industrial/ any other usage to the allottee as per terms and condition of the agreement.
In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 8.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 8.2.
- 8.5 Possession by the Allottee - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony Colony or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
- 8.6 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:
Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.
- 8.7 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
Except for occurrence of a “force majeure”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage alongwith parking (if applicable).
- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.1; or
 - (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.
Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot/Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot/ apartment/ commercial unit unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

10. Representations And Obligations Of The Allottee (s)

- 10.1** The Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, allotment of the Said Unit in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
- 10.2** The Allottee(s) authorizes the Company to adjust/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding heads in Allottee's name and the Allottee(s) shall not have a right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.
- 10.3** The Allottee(s) agrees that time is essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Agreement. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottees.
- 10.4** The Allottee(s) acknowledges and confirms that the Allottee(s) has not paid any amount towards any other lands, areas, facilities and amenities, roads, any club house (other than non-transferable membership charges), swimming pool, tennis court, shops, community shopping, schools and EWS Plots, etc and as such, the Allottee(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same.
- 10.5** The Company shall have the right to formulate the management, structure and policy, rules and regulations for the club/community center and upon intimation of the formalities to be complied with by the Company the Allottee(s) undertakes to fulfill the same.
- 10.6** The Allottee(s) represents that the Allottee(s) shall not use the Said Unit for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other owners or residents of the Said Complex/Said Township; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Unit which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s)/ occupant shall be solely responsible.
- 10.7** The Allottee(s) agrees to permit the Company or the Maintenance Agency to enter into the Said Unit 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. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Company/Maintenance Agency shall be entitled to take such actions as it may deem fit.
- 10.8** The structure/infrastructure of the Said Township may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but structure on the Said Unit (as constructed by the allottee(s) at its own cost separately) shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any

act or thing which may render void or voidable insurance of any Plot or any part of the Said Complex/ Said Township or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

- 10.9** The Allottee(s) shall, after taking possession or after the expiry of period as stipulated be solely responsible to maintain the Said Unit at the Allottee's cost, in a good condition and shall not do or suffer to be done anything in Township, and common areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make illegal additions to the Said Unit and keep the Said Unit and the structure on the said plot (as constructed by the allottee(s) at its own cost separately) its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Township is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) would not put any publicity material or advertisement material etc. on the face / facade of the Said plot or place any heavy material in the common areas or roads of the Township. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 10.10** The Allottee(s) has seen and accepted the schedule of payments, (as set out in Schedule-I) and tentative typical plans (as set out in Schedule-I). The Company may in its sole discretion or as may be directed by any Governmental Authority (ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/ or modifications in the positions of the said unit, change in the number of Said Unit, change in the area and/ or change in the dimension of the Said Unit at any time thereafter till the grant of occupation certificate. The Allottee(s) agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including MoEF.
- 10.11** The Allottee(s) is entering into this Agreement for the allotment of a residential unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Township. The Allottee(s) hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Unit all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other Governmental Authority in respect of the Said Unit at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 10.12** That the Allottee(s) is entitled to get the name of his / her nominee substituted in his / her place, with prior approval of the Company after clearing all dues till that date to the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by the Director General, Town & Country Planning, Haryana/ Local Authorities, if any in this regard. Transfer charges at the rate more particularly described and set out in Schedule-I of this Agreement shall also be paid by the Allottee(s) to the Company. That the Allottee(s) shall not assign, transfer, lease or part with possession of the Said Unit without taking "No Dues Certificate" from the maintenance agency appointed by the Company or its representatives as the case may be. The allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion, and /or nomination.
- 10.13** The Allottee(s) agrees and understands that the definition of Area, as on the date of execution of this Agreement shall be subject to change. The Allottee(s) affirms that the Allottee(s) shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the Super Area as mentioned in Schedule-I.
- 10.14** The Allottee(s) understands that in relation to plots in the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions including but not limited to, on the number of floors and area to be constructed by the Allottee(s) in each plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Allottee(s) shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Allottee(s) specifically agrees that the said Unit shall

not be partitioned/sub-divided as this will be clear breach of the conditions as may be contained in the zoning plan to be approved by the Competent Authority. Further the Allottee(s) specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan, notifications, rules, bye-laws and any other approvals granted by the Competent Authority(ies) in respect of the said plot/unit as may be applicable from time to time.

- 10.15** The Allottee(s) understands that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee(s) hereby undertake(s) to abide by this condition. Similarly it is made clear that it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row(not behind each other). It is specifically made clear to the Allottee(s) that the approval of the building plan (s), occupation certificate etc., shall be at their sole costs and responsibility and the company shall have no role in the same whatsoever.
- 10.16** The Allottee(s) shall complete the construction on the plots within a period of five years from the date of offer for possession by the Company to the Allottee(s). In the event of the Allottee(s) failure to complete the construction and obtain a certificate for occupation and use from the Competent Authority within five years from the date of offer of possession by the Company then the Allottee(s) hereby grants right to the Company to resume the Plot, refund the monies paid by the Allottee(s) after deducting there from non-refundable Amounts and resell the Said Plot/unit.
- 10.17** It is proposed in the layout plan that the plot/unit is located in a gated colony surrounded by an external walls/fence/grill and manned by an appointed security systems in place. The Security agency shall be appointed by the company/maintenance agency. It is made clear that the Allottee(s) shall not in any manner breach or cause damage to the external wall/fence/grill surrounding the said colony. In case the company provides standard design options for individual plot/unit for construction of boundary wall/fence/grill as the case may be and the gate, then the Allottee(s) undertake(s) to choose one of the options and adhere to the same in the best interest of maintaining the aesthetics of the Said Township/Said Complex.

11. Company's Rights

- 11.1** In case of any alteration/modifications resulting in change in the Area of the Said Unit any time prior to and upon the grant of occupation certificate, the Company shall intimate in writing to the Allottee(s) the changes thereof and the resultant change, if any, in the Total Price of the Said Unit to be paid by the Allottee(s) and the Allottee(s) agrees to deliver to the Company written consent to the changes within thirty (30) days from the date of dispatch by the Company. In case the Allottee(s) does not send his written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing within the aforesaid period of 30 days indicating his non-consent/objections to such alterations/modifications then in such case alone the Company may at its sole discretion decide to cancel this Agreement without further notice and the Company shall refund only the amount received from the Allottee(s) within ninety (90) days from the date of intimation received by the Company from the Allottee(s). Upon the decision of the Company to cancel the Said Unit, the Company shall be discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Unit.
- 11.2** Upon receiving a written intimation from the Company, the Allottee(s) shall within the time stipulated by the Company, take possession of the Said Unit from the Company by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in Schedule-I of this Agreement and the Company shall after satisfactory execution of such documents give possession of the Said Unit to the Allottee(s), provided the Allottee(s) is not in breach of any other term of this Agreement. If the Allottee(s) fails to take the possession of the Said Unit as aforesaid within the time limit prescribed by the Company in its notice, then the Said Unit shall be at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee(s) that in the event of the Allottee's

failure to take possession of the Said Unit in the manner as aforesaid, the Company shall have the option to cancel this Agreement and avail the remedies as are available in Law. Further, the Allottee(s) agrees that in the event of the Allottee's failure to take possession of the Said Unit within the time stipulated by the Company in its notice, the Allottee(s) shall have no right or claim in respect of any item of work in the Said Unit and the Company shall have the rights to forfeit the earnest money paid by the Allottee(s). It is clearly understood that upon such cancellation, the Allottee(s) shall have no right, title, lien, charge, claims or demands against the Company.

- 11.3 The Company, its associates/subsidiaries shall execute a Conveyance Deed to convey the title, of the Said Unit in favour of the Allottee(s), provided the Allottee(s) has paid the Total Price and other charges in accordance with this Agreement and the Allottee(s) is not in breach of all or any of the terms of this Agreement.
- 11.4 If the possession of the Said Unit is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Unit. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension. The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Company shall be to refund the amounts without any interest or compensation whatsoever. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.
- 11.5 If the Company is unable to construct/continue or complete the construction of the Said Unit due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee(s) shall continue to remain with the Company and the Allottee(s) shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Allottee(s) may, if so desire, become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amounts received from the Allottee(s) after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.
- 11.6 The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Plot/units (s) within the and the Allottee(s) shall have no right to raise objections or make any claims on this account.
- 11.7 The Company shall have the right to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/mortgage of the Said Unit/ Said Complex/ Said Township / Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution of Conveyance Deed. The Company /financial institution/bank, as the case may be, may always have the first lien / charge on the Said Unit for all their

- dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the Said Township/ Said Complex .
- 11.8 The Company has specifically made it clear that the lay out plan of the Said Land as is presently annexed hereto are approved by DGTCP, Haryana, Chandigarh and any change / directions / conditions imposed by DGTCP at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions, changes and the layout plans of the Said Land as may be amended and approved from time to time.
12. Maintenance Agreement
- 12.1 The Allottee(s) shall if so required by the Company enter into a separate Maintenance Agreement with the maintenance agency appointed or nominated by the Company for the maintenance of the Common Areas of the Said Township/ SaidComplex . The Allottee(s) shall pay the Maintenance Charges and Interest Free Maintenance Security Deposit (IFMSD) on demand by the Company.
13. Binding effect
- 13.1 Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the schedule/ annexures along with the payments due as stipulated in the schedule of payments in Schedule-I secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee(s). If the Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the Application of the Allottee(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the Allottee(s) shall stand forfeited. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.
14. Waiver not a limitation to enforce
- Without prejudice to the rights/remedies available to the Company elsewhere in this Agreement:
- 14.1 The Company may, at its sole option and discretion, waive in writing the breach by the Allottee(s) of not making payments as per the schedule of payments given in Schedule-I but on the condition that the Allottee(s) shall pay to the Company interest which shall be charged for the first ninety (90) days after the due date @ 18% per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional penal interest @ 3 % per annum (total interest 21 % per annum only). It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Company in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottees. In case of delayed offer of possession, the same rates of penalty will also be applicable on promoter company.
- 14.2 That in case of late payment by the allottee, the scheduled time for offer of possession shall be delayed accordingly and allottee(s) shall not raise objections in this context.
- 14.3 Failure on the part of the Company 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.
15. EVENTS OF DEFAULTS AND CONSEQUENCES:
- 15.1 Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the developed Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage alongwith parking (if applicable) to the Allottee within the time period specified in para 8.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

[OR]

For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation- cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ any other usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot/ Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.
- (iii) Failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IFMSD as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- (iv) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the Allottee(s) fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Unit.
- (v) Failure to take possession of the Said Unit within the time stipulated by the Company.

- (vi) Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- (vii) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee, other Body or Association of Plot Owners/Association of Condominium, as the case may be.
- (viii) Failure, pursuant to a request by the Company, to become a member of the association of Plot/unit owners of the Said Complex/ Said Township or to pay subscription charges etc. as may be required by the Company or association of Plot/unit owners, as the case may be.
- (ix) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Company.
- (x) Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever.
- (xi) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s).
- (xii) Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee(s), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and the Company shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Unit and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Unit and the open Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee(s).

16. CONVEYANCE OF THE SAID UNIT/ APARTMENT/ PLOT:

The promoter on receipt of total price of the Unit as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the plot/unit for which possession is granted to the allottee.

[OR]

The promoter, on receipt of total price of Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

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

17. MAINTENANCE OF THE SAID UNIT/BUILDING / APARTMENT / PROJECT:

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

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

18. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of

5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

19. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE

WORKS: The Promoter/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance

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

20. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the HL City, Sector-37, Bahdurgarh, Distt. Jhajjar shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub- station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

21. Miscellaneous:

21.1 The Allottee(s) agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions 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 applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21.2 The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and

not in isolation or in parts or in terms of captions provided.

21.3 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other Allottees in the same township, the same shall be the proportion which the Area of the Said Unit bears to the total area of all the Plot/units in the Said Township/ Said Complex as the Company may decide.

21.4 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with the Allottees of all the township, the same shall be in proportion which the Area of the Said Unit bears to the total area of all the Plot/units in all the township to be constructed on the Said Land.

- 21.5 The Company shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.
- 21.6 The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Company fully informed at all times in this regard.

- 21.7 The Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- 21.8 The Allottee(s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Unit. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee(s) have the right to deduct such charges from the Total Price and other charges payable to the Company for the Said Unit. Further, the Allottee(s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
- 21.9 The Allottee(s) agrees that the persons to whom the Said Unit is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request 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.
- 21.10 Two copies of this Agreement shall be executed and the Company shall retain the original copy of this Agreement and send the Second executed copy to the Allottee(s) for his reference and record.
- 21.11 The Allottee(s) shall have no right to raise finance/loan from any financial institution/bank or any other person by way of mortgage/charge/securitization of receivables or in any other mode or manner, of the said plot/unit without obtaining a "No Objection Certificate (NOC)" from the company and the Allottee(s) shall ensure that the said plot/unit is free from all encumbrances/third party rights at the time of execution of conveyance deed/Sale Deed.
- 21.12 All notices are to be served on the Allottee(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Company by registered post at their respective addresses specified in Schedule-I below. Any change in the address shall be duly notified in writing to the other party within 7 days of such change.
- 21.13 It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the address by Registered Post failing which all communications and letters posted at the address shall be deemed to have been received by the Allottee(s).
- 21.14 It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 21.15 The Allottee(s) agrees that this Agreement including the preamble along with its schedules/ annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supercede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

- 21.16 The Allottee(s) agrees and understands that terms and conditions of the Agreement may be modified/ amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee(s).
- 21.17 All costs, charges and expenses payable on or in respect of the Agreement and on all other instruments and deeds to be executed, if any, pursuant to the Agreement, including stamp duty on this Agreement, legal fees, registration charges if any, shall be borne alone by the Allottee(s).
- 21.18 Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever will be charged @ Rs. 500/- (Five Hundred) per instance.

- 21.19 Two copies of this Agreement shall be executed and the Company shall retain the original copy of this Agreement and send the Second executed copy to the Allottee(s) for his reference and record. In case Customer/Allottee(s)'s copy of Buyer's Agreement and/or original receipts is/are lost for any reason & customer wants duplicate copy of the same, in that case only the attested copy of the Company's copy of buyer's agreement & Duplicate copy of Receipts will be provided to customer @ 5,000/- (Five Thousand Rupees) per Instance.
22. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:
- 22.1 Subject to para 18 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable) and keep the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 22.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable), as the case may be.
- 22.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
23. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:
The Parties are entering into this Agreement for the allotment of a Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.
24. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority.
25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other

usage and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable).

26. **APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:
- Details of approvals/ compliances to be provided:-
- (A) _____;
- (B) _____;
- (C) _____;
- (D) _____;
- (E) _____;
27. **BINDING EFFECT:**
By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.
- If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving an fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.
28. **ENTIRE AGREEMENT:**
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot/Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable).
29. **RIGHT TO AMEND:**
This Agreement may only be amended through written consent of the Parties concerned in said agreement.
30. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot/Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable) in case of a transfer, as the said obligations go along with the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable) for all intents and purposes.
31. **SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law,

as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial Colony/ any other usage and parking (if applicable) bears to the total area/ carpet area of all the Unit/ Apartments/Plots in the Project.

33. FURTHER ASSURANCES:

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

34. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's site Office in Bahadurgarh, Distt. Jhajjar (Haryana). After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Bahadurgarh, Distt. Jhajjar (Haryana). Hence this Agreement shall be deemed to have been executed at Bahadurgarh, Distt. Jhajjar(Hr.)

35. NOTICES:

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

Name of _____
Allottee:

Address of _____
Allottee:

Name & Address of Promoter : M/s H L Residency Pvt.
Ltd.

B-12, Vishrantika , Apartment, Plot No.5A, Sector-3, Dwarka, Delhi-
110075

Email:
hlresidency@gmail.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

36. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

37. SAVINGS:

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

38. GOVERNING LAW:

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

39. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled

amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

40. Roof Rights:

- 40.1 All ownership roof rights of the top floor shall exclusively vest with the Vendor, who will have Deliberated right to enter upon the terrace through its agents for purposes of maintenance, repairs, replacements etc. of the building, structure and various installation and common facilities thereon. Although Unit/s on second floor/Third Floor

is/are being sold/conveyed to Vendee(s) with roof rights (right to use only upto 75% area of total terrace), in that/those case/s also the entire area of terrace shall be open to all the owners/occupants of other unit/s in the building only in case of emergencies like fire etc. and shall be further subject to provisions of the Haryana Apartment Ownership Act, 1983 (as amended).

That Vendor has permitted Vendee of Top Floor to use the roof only, However Vendee shall have no right over such roof. Vendor has exclusively entitled to give on lease or hire any part of roof/terrace above the height of 9 Feet and above for installation of Solar panels for production of solar energy or for installation and operation of Antenna, Satellite dishes, mobile communication towers etc. to service provider/company/agency making such installation & Vendee(s) of such units of second floor/Third Floor and shall not make any further requisition or objection whatsoever.

That the Vendee(s) agree/s that in case further construction on any portion of the said land/unit or building or on the terrace becomes permissible, the Vendor Company shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Area as Limited Common Areas or otherwise. In case of such construction no further N.O.C or permission from vendee shall be taken, as he/she have given his/her irrevocable consent for such construction. It is agreed that in such a situation or with a view to complying with the provisions of the Haryana Apartment Ownership Act, 1983 (as amended), the proportionate share of the Vendee(s) in the common areas and facilities, the Limited Common areas and facilities and in the land underneath the building shall stand varied accordingly, without any claims from the Vendee(s). The Vendor Company shall be entitled to connect the electric, water, Sanitary, power backup and drainage fittings on the additional structure(s)/storey(ies) with the existing such facilities/installations.

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL COLONY/ ANY OTHER USAGE AND PARKING (IF APPLICABLE)

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT/ PLOT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT/ UNIT/APARTMENT FOR RESIDENTIAL/COMMERCIAL/ INDUSTRIAL COLONY/ ANY OTHER USAGE)

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

SCHEDULE 'F' Details of Rectancgle/Khasra/Killa Numbers/area etc. on which the project is being developed.

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

Explanation:

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(a) The promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement (s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under Section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed

between the promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.

SCHEDULE-I

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S.No.	Particulars	Details				
1	Day, Month and Year of Agreement		DD	MM	YYYY	
2	Status of Allottee: (Individual/Company/Firm/Sole Proprietor/ HUF/Other)					
3	Name of Allottee(s)	First/Sole_____ S/W/D/o_____ D.O.B_____ Second_____ S/W/D/o_____ D.O.B_____ Third _____ S/W/D/o_____ D.O.B_____				
4	Address of Allottee: (Permanent /Registered Office/Principal Place of Business/Residence)	<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div> Email:				
	Mailing Address of Allottee: (if Different from above)					
5	Permanent Account Number (PAN)					
6	Document ID-AADHAAR CARD					

7	Date of Application form	
8	Unit type under Sale	
9	Unit Area	Admeasuring _____ Sq. Yds in case of Plot/Villa. Carpet Area: _____ Sq.Ft Super Area/Saleable area _____ Sq.Ft <u>in case of built up Floor/Apartment/Villa</u>
10	Maintenance Charges	To be decided and to be directly collected from Allottee(s) by HL City Resident Welfare Association, Bahadurgarh
11	Basic Sale Price	Rs. _____
11.A	IFMSD	Rs. _____ and Rs. _____
11.B	Utility Charges	NOTE: IFMSD AND UTILITY CHARGES EXTRA (Not included in Total Price).
12	Other Charges 1. Preferential Location Charges (%age of BSP) a) Wide Road: 5% b) Corner: 5% c) Park Facing: 5% Note: 2 PLC total: 7 % 3 PLC total: 9 % 2. Discount on account of GST input credit	Rs. _____ Rs. _____ Rs. _____
Total Price (11+12.1- 12.2 + 12.3) inclusive of EDC/IDC, & GST as on date.		Rs. _____

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter at Bahadurgarh on

Signature
(Authorised Signatory) _____

Name _____

Address _____

_____ in the presence of:

WITNESSES:

1. Signature _____

2. Signature _____

Name _____

Name _____

Address _____

Address _____

FOR HL RESIDENCY PRIVATE LIMITED

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ALLOTTEE(S)

