

**INSTRUCTIONS**

**IMPORTANT INSTRUCTIONS TO THE APPLICANT/ALLOTTEES**

**PLEASE READ CAREFULLY**

Upon successful allotment of the Flat (*as defined hereinafter*) to you the Applicant (*as defined hereinafter*) and subject to the Applicant performing all his obligations as mentioned in the Application submitted for allotment of the Flat or otherwise under the Housing Policy (*as defined hereinafter*), the Applicant is required to execute two (2) copies of the Agreement (*as defined hereinafter*). This Agreement sets forth in detail, the terms and conditions of sale with respect to the said Flat and should be read carefully by each and every Applicant before signing it. The Applicant is expected to read each and every clause of this Agreement carefully and understand the legal implications thereof as well as understand his obligations and liabilities and the obligations and limitations of the Developer Vendor Firm, as set forth in the Agreement. The executed copies of the Agreement shall thereafter be presented for registration before the concerned Sub-Registrar within thirty (30) days from the date of execution of the Agreement by both the Parties. On the failure of the Applicant to come forward for execution and registration of the Agreement within the aforementioned time, the Applicant himself/herself shall be liable for consequences may be cancelled by the Developer after intimation to allottee/s, and on such cancellation the Earnest Money (*as defined hereinafter*) and other Forfeitable Amounts (*as defined hereinafter*) shall stand forfeited and the Applicant shall be left with no right, title or interest whatsoever in the said Flat applied by and/or allotted to the Applicant. the Developer in its sole and absolute discretion may accept the Agreement duly signed by the Applicant and upon acceptance by the Developer, the signed copies of the Agreement will be presented for registration before Sub-Registrar/ Joint Sub-Registrar, in the presence of the intending allottee(s). The Developer shall be entitled to reject and refuse to execute the Agreement if it is found that the intending allottee has made any corrections / cancellations / alterations / modifications therein. On non-fulfillment of any of the terms, conditions and criteria stipulated in the Application, the Group Housing Policy, this Agreement or any applicable laws, rules, regulations or bye-laws made pursuant thereto or otherwise applicable, the Developer reserves the right to reject any agreement executed by the Applicant in which case the decision of the Developer shall be final and binding on the Applicant.

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

FIRST APPLICANT SIGNATURE(S):  NAME(S) OF THE APPLICANT(S):	(1) .....
SECONTE APPLICANT SIGNATURE(S):  NAME(S) OF THE APPLICANT(S):	(2) .....

**Builder Buyer's Agreement dated**

.....

Between

**HL Residency (Proprietorship firm)** having its registered office at 8-Commercial Complex, HL CITY, Sector 37, Rohtak-Delhi Bypass, Bahadurgarh, Distt. Jhajjar, Haryana- 124507

And

(1) Name & Address of Allottee(s)

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.....  
.....  
.....

(2) Name & Address of Allottee(s)

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**AGREEMENT TO SELL**

**THIS AGREEMENT TO SELL (hereinafter also referred to as the “Agreement”) is executed at Rohtak on this ..... Day of ..... (“Execution Date”)**

BY AND BETWEEN

**HL RESIDENCY (Proprietorship firm)** having UAM NO HR07E0002159 PAN No. BCSPS5048B having its registered office at 8, COMMERCIAL COMPLEX, HL CITY,SECTOR-37, BAHADURGARH, JHAJJAR, HARYANA-124507 and represented by Mr. Rakesh Joon s/o Shri Sunder Lal Joon(Aadhar No. 963683931328),who is General Power of Attorney holder of Mrs. Shailaja wife of Sh. Rakesh Joon, who is proprietor of HL Residency (Proprietorship firm) through it’s Special Power of Attorney holder Mr. s/o r/ o referred to as the “Developer/Vendor Firm”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns, of the FIRST PART:

AND

1. Ms./Mr./Mrs.. .....(Aadhar No ...../ PAN No ..... ) Daughter of/wife of/son of ....., aged about ....., residing at ..... hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the OTHER PART.

ALONG WITH  
*[Delete if not applicable]*

2. Ms./Mr./Mrs.. .....(Aadhar no...../ PAN No ..... ) Daughter of/wife of/son of ....., aged about ....., residing at ..... hereinafter called the “Co-Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the OTHER PART.

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

The "Developer/Vendor Firm", and the "Allottee(s)" are collectively hereinafter referred to as the "Parties" and individually as a "Party", as the context demands.

### Recitals

**The Vendor/Developer/Promoter firm has acquired the rights and interests to develop the said Project Land into a group housing project.**

- A. WHEREAS HL RESIDENCY (Proprietorship firm) having UAM NO HR07E0002159 PAN No. BCSPS5048B, (hereinafter as **Developer**) is the registered owner in possession of Group housing Site (GH-3) measuring 60,750 Sq. Mtrs. at Industrial Model Township Rohtak, Phase- II/30-B, IMT, Rohtak (Hr.) (hereinafter referred to as the **Said Land**).
- B. AND WHEREAS Haryana State Industrial And Infrastructure Development Corporation Ltd. (Hereinafter referred as HSIIDC) has issued Regular Letter of Allotment to Developer Vide Ref. No. HSIIDC: RLA2024FEB05517 Dated: 23-Feb-2024 for development of a Group Housing Colony, which has been namedas "THE MORBGH" (hereinafter referred to as the said 'Group Housing Colony')on the said land under the Haryana Government's 2007 Group Housing Policy as amended up-to-date (hereinafter referred to as the "Policy") on the said Project Land. And HSIIDC has executed agreement to this effect And duly authorized to allot, book and sell apartments constructed over the said land.
- C. AND WHEREAS the HSIIDC has handed over the possession of the said Group Housing Colony site vide their Reference no. Est/GH/Rohtak/PHY/2024/00013 Dated:- 04.04.2024 and No. HSIIDC/IPD/2024:09 dtd. 08.05.2024.
- D. AND WHEREAS the HSIIDC has approved the zoning plan of the said Group Housing Colony vide Drg. No. HSIIDC/IPD/1555 dtd. 16.04.2024 and revised zoning plan of the said Group Housing Colony has been approved vide Drg. No. HSIIDC/IPD/1558 dated 08.05.2024 and communicated to developer vide Letter No. HSIIDC/IPD/2024/343 dtd. 08.05.2024.
- E. AND WHEREAS the HSIIDC has approved the Building plans of the said Group Housing Colony vide their office Memo no. NO: HSIIDC/IPD/IMT/RTK/23/28 dated 14.05.2024. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the RERA Act (*as defined hereinafter*) / any other Applicable Laws (*as defined hereinafter*);
- F. AND WHEREAS State Environment Impact Assessment Authority (SEIAA), HARYANA Ministry of Environment, Forest and Climate Change has issued Environment clearance on dtd. vide EC Identification No. -  
File No. - SEIAA/HR/2024/

- G. AND WHEREAS, the Vendor Firm had applied and obtained registration certificate bearing No HRERA-PKL-RTK- 000-2024 Dated: .00 .2024 for the proposed Group Housing Colony under the provisions of the HRERA rules with the Haryana Real Estate Regulatory Authority at Panchkula.
- H. AND WHEREAS, the Vendor Firm is fully competent to enter into this Agreement and all the legal formalities with respect to the rights, title and interest of the Vendor Firm regarding the Project Land on which GH Colony is to be constructed have been complied with.
- I. AND WHEREAS on the request of the Allottee(s), the Developer has shown to the Allottee(s) the building plans, ownership record and all other documents relating to the title, competency and all other relevant details as desired by the Allottee(s). The Allottee(s) has confirmed that the Allottee(s) is fully satisfied in all respects with regard to the rights, title and interests of the Developer in the GH Colony. The Allottee(s) agreed that the Allottee(s) neither has any objections nor shall make any further investigations, with respect to the entitlement or competency of the Developer to develop the GH Colony.
- J. AND WHEREAS the Parties are entering into this Agreement with complete knowledge of all the laws, rules, regulations, notifications, etc. as are applicable to the GH Colony especially the Allottee(s) has read the terms and conditions of the Policy and has understood the terms thereof. The Allottee(s) acknowledges that the Allottee(s) has neither relied upon nor influenced by any architect's plans, sales plans, sale brochures, advertisements, statements or estimates of any nature whatsoever whether written or oral, either made by any broker, agent or otherwise, including but not limited to any representations relating to the description or physical condition or location of the Project Land, the development area or the size or dimensions of the unit / flat or any other physical characteristics thereof, the services to be provided to the intended buyers, the estimated facilities / amenities to be made available to the intended buyers or any other representation except as specifically written and mentioned in the Agreement. The Allottee(s) has relied solely on its own judgment and investigation in deciding to enter into this Agreement and to accept the allotment of the unit / flat as mentioned herein. No other oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.
- K. AND WHEREAS the Allottee(s) has represented to the Developer that the Allottee(s) is fully capable and self-sufficient to pay the full consideration of the unit / flat sought to be allotted by the Allottee(s) on the terms and conditions of the Developer. Further, the Allottee(s) has clearly read and understood his rights, duties, responsibilities and obligations of the Developer and the Allottee(s), respectively as mentioned in this Agreement.
- L. AND WHEREAS the Allottee(s) is fully aware that some of the clauses shown at the website of Developer, Haryana Real Estate Regulatory Authority and/or any other statutory authority/department or elsewhere related to the project have been rectified, changed or modified and some points have been added or deleted, but in all cases, after carefully reading and after making comparison of both the agreement, Allottee(s) is fully agree with the such rectification, change or modification, additions or deletions in the agreement shown at the website of Developer, Haryana Real Estate Regulatory Authority and/or any other statutory authority/department or elsewhere and the present agreement document and hereby give his/her/their full consent with free will and wish and also undertakes to abide by each/every and all terms and conditions of this agreement. And hereafter shall not raise any complaints/objection regarding such rectification, change or modification, additions or deletions.
- M. AND WHEREAS the Parties have represented and warranted to each other that each of the Party is legally competent and has the power and authority to enter into and perform this Agreement.
- N. AND WHEREAS it is specifically clarified by the Developer and accepted by the Allottee(s) that the layout plan of the Flat and its Carpet Area, *as defined below*, which forms the basis for calculation of the sale consideration of the Flat under this Agreement are subject to change till the construction of the building

is complete in all respects and the competent authority issues the completion certificate / occupation certificate in respect to such building.

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

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

**1. Definitions**

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

- 1.1 "**Colony**" or "**Project**" shall mean group housing complex conceived and marketed by the Developer/Vendor Firm as "HL CITY" being developed on the Said Land situated within Group housing Site (GH-3) measuring 60,750 Sq. Mtrs. at Industrial Model Township Rohtak, Phase- II/30-B, IMT, Rohtak (Hr.) as per the terms of the Policy, License and various other approvals and sanctions granted by the Authorities;
- 1.2 "**Agreement**" shall mean this Builder Buyer's Agreement including all annexures, schedules and tentative plans as annexed to this Agreement including any amendments or modifications
- 1.3 "**Allotment Price**" or "AP" shall mean the total sum against which said flat/unit/apartment has been booked by allottees. Along with the amount of Rs. One Lakh to be paid for each flat as Maintenance security, which shall be refundable without interest at the time of selling/transferring the flat and new buyer/transferee shall pay such security.
- 1.4 "**Applicable Laws**" shall mean and include but not limited to the terms of the License, Policy, letter of intent, undertakings and agreement executed by the Developer with the government of Haryana with respect to the Project Land; statutes, enactments, notifications, bye-laws, rules, regulations, estate management regulations, standing directions / instructions, lay out plans and zoning plans of the GH Colony, The Real Estate (Regulation and Development) Act, 2016 ("RERA Act") and the rules framed there under, National Building Code as well as HUDA bye-laws, latest building norms as may be notified or amended from time to time by the state government or the central government, notifications regarding installation and usage of solar energy powered systems and rain water harvesting system by the concerned Authorities, any policy guidelines from Haryana State government or central government or any direction or instructions issued from DGTCP from time to time regulating the development and construction of the GH Colony by the Developer; any judgment, decree, order or award of any judicial authority, forum or tribunal; and any amendment or modification that may be carried out in respect to any of the above at any point of time in future by any Authority;
- 1.5 "**Application**" shall mean Application for booking a flat / unit in "HL CITY" Group housing Site (GH-3) measuring 60,750 Sq. Mtrs. at Industrial Model Township Rohtak, Phase- II/30-B, IMT, Rohtak (Hr.) duly signed by the Allottee(s) and submitted with the Developer for allotment;
- 1.6 "**Authority**" or "Authorities" shall mean and include but not limited to central government or the state government; non-judicial stamp duty collection and revenue authorities; HSIIDC, Real Estate Regulation and Development Authority, environmental authorities, DGTCP, Haryana Urban Development Authority (HUDA); National Green Tribunal, D.H. B.V.N.L., electricity and water distribution authorities; municipal authorities, fire department, pollution control department, Reserve Bank of India or any authority under Foreign Exchange Management Act, 1999 or any other governmental, judicial, quasi-judicial, tribunal, arbitration tribunal, forums or such other authorities whose directions or instructions need to be complied with for the purposes of development of group housing colony;
- 1.7 "**Balcony Area**" shall mean the area of all balconies attached to the Flat.
- 1.8 "**Bulk Supply Electricity Connection Charges**" or "**Electricity Connection Charges**" shall mean and include all such charges, costs and expenses incurred or deposited by the Developer in procuring the electricity load for the GH Colony from the Authorities concerned;
- 1.9 "**Carpet Area**" shall mean the net usable covered floor area bounded within the walls of the Flat but excluding the area covered by the walls and any balcony, but including the area forming part of kitchen, toilet, bathroom, store and built-in cupboard / almirah/ shelf, which being usable covered area shall form part of the Carpet Area of the Flat; It is made clear by the Developer and the Allottee agrees that the sale

price of the said Apartment has been calculated on the basis of its super area (which is equal to carpet area + 30% loading towards common area and defined hereafter. **SUPER AREA:** Super Area for the purpose of calculating the sale price in respect of the said Apartment shall be the sum of Apartment area of the said Apartment and its pro-rata share of common areas in the entire building. Common area shall mean all such parts/ areas in the entire building which the allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, lift machine rooms, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircases, mummies, overhead water tanks, service maintenance areas/offices/stores, security/fire control rooms, if provided Super Area of the apartment provided with exclusive open terrace(s) shall also include area of such terrace(s). Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever. It is specifically made clear that the computation of Super Area does not include: Sites(s) for shops and retail area. Sites/ buildings/ areas of community facilities/ Amenities like Nursery/ Primary/ Higher Secondary Schools, Club/ Community Centers, Dispensary, Creche, Religious Buildings, Health Centers, Police Posts, Electric Sub-Station, Dwellings Units for Economically Weaker Section/ Service Personnel, Roof/Terrace above apartments/ Penthouses (Excluding exclusive terraces for Penthouses). Car parking area within the said Group Housing Colony: Covered car parking area allotted to Apartment Allottee for exclusive use. Open car parking area allotted to Apartment Allottee, for exclusive use around buildings/ on surface. It is further clarified that the super area mentioned in the Agreement is tentative and for the purpose of computing sale price in respect of said Apartment only and that the inclusion of common areas within the said building, for the purpose of calculating super area does not give any right, title or interest in common areas to Apartment Allottee except the right to use common areas by sharing with other occupants/ allottees in the said building subject to timely payment of maintenance charges. Super Area and the percentage of Apartment Area to super area may undergo changes till the completion of the Building/ Group Housing Colony and final super area shall be intimated upon completion of construction of said building(s).

- 1.10 "Charges" shall mean and refer to collectively to all the charges including but not limited to Sewerage Connection Charges (SCC); Water Connection Charges (WCC); Electricity Connection Charges (ECC); Fire Fighting Charges (FFC); Registration and Stamp Duty Charges (RC); Common Area – Power Back Up Charges (CA - BUC) and any other charges as may be determined by the Developer but subject to the terms and conditions of the Policy. The Charges shall also include such amounts as may be determined owing to any revision or enhancement of any of the aforesaid Charges or levy of any new or additional charges of any kind by any Authority w.r.t. the GH Colony, whether applicable retrospectively or prospectively;
- 1.11 "Commencement Date" shall mean the date of approval of the building plans or the date of obtaining the environment clearance for the GH Colony which is later;
- 1.12 "Common Area Power Back Up Charges" or "CA – BUC" shall mean and refer to the charges, fees, costs and expenses that will be incurred by the Developer in making the provision of back-up electricity to be provided for running and maintaining various amenities and facilities of Common Areas And Facilities which are required to be run and maintained at all times by the Developer;
- 1.13 "Common Areas and Facilities" shall mean all such areas and facilities in a tower / building in which the Flat is situated, which the Allottee(s) shall be entitled to use by sharing with the other occupants of the said tower/building including entrance lobby at ground floor, corridors and passages, atrium, common toilets, lift shafts, lifts and lift lobbies, security / fire control room(s), all electrical and fire-fighting shafts, D.G. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, mummies, lift machine rooms and water tanks. In addition, entire services area on the terrace including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and services rooms, fan rooms and circulation areas, all projections and structures for rain-water harvesting, etc. shall be counted towards Common Areas and Facilities. It shall also include such parking areas, passages, driveways, storage space, spaces for security, as required or specified for common use of the building. All other parts of the building necessary for maintenance, safety and common use of all the occupants of the building shall also form part and parcel of the Common Areas and Facilities. It also includes such areas as may be declared to be common areas by the Developer in the Declaration to be filed by the Developer upon completion or part completion of the GH Colony, as the case may be. The Common Areas and Facilities shall remain un-divided and neither the Allottee (s) and/or any other occupier of any flat / unit or any person shall be entitled to seek a partition or division of any part thereof;
- 1.14 "Consideration" shall mean and refer to the total Allotment Price paid in respect to the Carpet Area of the

Flat, for and in lieu of agreeing to transfer and convey the rights, title and interests in the Flat (*as defined hereinafter*) in accordance with the terms of the Agreement and as per the Payment Plan annexed herewith as Annexure – B. Consideration shall include such amounts as may be determined owing to any revision, enhancement or levy of new or additional Charges by any Authority with respect to the GH Colony. The Consideration shall not include Statutory Dues and Interest Amount.

- 1.15 "**Conveyance Deed**" shall mean a document duly executed and registered before the concerned Sub-Registrar for the purposes of transferring all the rights, title and interests in the Flat (*as defined hereinafter*) by the Developer/Vendor Firm in favour of the Allottee(s) upon receiving the entire Consideration, stamp charges, registration charges, drafting charges and miscellaneous administrative charges and other taxes, interests, etc. from the Allottee(s) as per the agreed terms of the Agreement. Subject to the terms of the Conveyance Deed, the Allottee(s) shall be entitled to have the ownership rights over the Flat (*as defined hereinafter*);
- 1.16 "**Deemed Possession**" shall occur on the failure of the Allottee(s) to complete the payment and other formalities within the period as intimated vide Notice of Possession (as defined hereinafter);
- 1.17 "**Developer/Vendor Firm**" shall mean HL RESIDENCY (Proprietorship firm) with UAM NO HR07E0002159, PAN No. BCSPS5048B, having its registered office at 8, COMMERCIAL COMPLEX, HL CITY, SECTOR-37, BAHADURGARH, JHAJJAR, HARYANA-124507, Proprietor Mrs. Shailaja wife of Sh. Rakesh Joon resident of H. No. 2, HL City, Sector-37, Bahadurgarh, Distt. Jhajjar
- 1.18 "DGTCP" shall refer to the Department General Town and Country Planning, Haryana and HSIIDC shall refer to the Haryana State Industrial And Infrastructure Development Corporation Ltd.
- 1.19 "**Cancellation amount**" shall mean:
- If the cancellation of the allotment is made on or before the Commencement Date, an amount equal to 10% of Earnest money in addition to Brokerage amount shall be deducted from the amounts paid till the date of cancellation.
  - If the cancellation of the allotment is made on or before 1 years from the Commencement Date, an amount equal to 15% of Earnest money in addition to whole amount of Brokerage amount and interest and penalties shall be deducted from the amounts paid till the date of cancellation.
  - If the cancellation of the allotment is made after one year and before 2 years from the Commencement Date, an amount equal to 20% of Earnest money in addition to whole amount of Brokerage amount and interest and penalties shall be deducted from the amounts paid till the date of cancellation., thereafter an amount equal to 25% of Earnest money in addition to whole amount of Brokerage amount and interest and penalties shall be deducted from the amounts paid till the date of cancellation.
- Note:** **Abovementioned cancellation amount shall be beside and above interest, penalties on the outstanding/ overdue amount.**
- 1.20 "**External Electrification Charges**" or "EEC" shall mean the cost, paid or incurred, for creation of main electric substation, distribution substations, cost of land, feeding arrangements along with the electrical infrastructure cost comprising of the distribution networks, cables and trenches, electrical transformers, electrical switchgears, electrical panels, feeder panels, etc. and other required infrastructure to be created as per the guidelines of DHBVN / HVPN / State Power and Transmission Utilities and conditions of the approved electrification plan and also includes the cost of realignment of LT / HT / EHT distribution or transmission line in the GH Colony, the cost of supply of cables connecting feeder pillar to distribution boards at the Allottee(s) end plus administrative charges and all expenses related thereto;
- 1.21 "**Electricity Meter Charges**" shall mean the costs and expenses incurred in procuring the electricity meters and towards installation of the required software or infrastructure and other related appliances towards its successful running and operation;
- 1.22 "**Execution Date**" have the meaning as ascribed to it in the Preamble;
- 1.23 "Fire Fighting Charges" or "FFC" shall mean and refer to all charges, fees, costs and expenses that will be incurred / borne by the Developer in making the statutory compliances for providing the fire-fighting measures in the Project;
- 1.24 "**Flat**" shall mean allotted unit/flat, as per details given in Part – 2 of Schedule – II annexed to the Agreement, along with the parking site as earmarked and allotted with the aforesaid flat and the *pro rata* share in the Common Areas and Facilities in "HL CITY", SECTOR – 37, BAHADURGARH, Haryana to the Allottee(s) for and in lieu of agreeing to pay the Total Price to the Developer in accordance with the terms of the Agreement and shall include any alternative allotment in place thereof;



- 1.25 **"Force Majeure"** means any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:
- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
  - b. explosions or accidents, air crashes, act of terrorism;
  - c. strikes or lock outs, industrial disputes;
  - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
  - g. any legislation, order or rule or regulation made or issued by the Governmental Authority, Distt. Administration, Pollution control board, National Green Tribunal etc. or if any Governmental Authority passes any prohibitory orders restraining construction activities in the area, region, District or state and/or refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Said Flat/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
  - h. Any event or circumstances analogous to the foregoing.
- 1.26 **"Forfeitable Amounts"** shall mean an amount equivalent to the sum of Interest Amount, Statutory Dues and all such sums as are incurred or paid by the Developer/Vendor Firm to any Person(s) and, or Authority(ies) in respect to the allotment of the Flat to the Allottee(s);
- 1.27 **"Interest Amount"** shall mean all such sums of interest as are payable by the Allottee(s) to the Developer/Vendor Firm calculated at the Interest Rate on account of the delay in making the payment of installments as per the terms of the Agreement till the date of payment of such outstanding dues or the termination of the Agreement by the Developer on account of non-payment of outstanding dues in accordance with the terms of the Agreement, whichever is earlier;
- 1.28 **"Interest Rate"** shall mean the rate of interest @15% per annum payable by the Allottee(s) to the Developer/Vendor Firm on account of the delay in making the payment of installments as per the terms of the Agreement till the date of payment or by the Developer/Vendor Firm to the Allottee(s) on account of the delay in handing over of possession
- 1.29 **"Utility Connection Charges"** or "UCC" shall mean water connection charges, sewer connection charges, storm water connection charges and road cutting charges. It shall also include all such charges that will be borne by the Developer for making the provision and supply of electricity and piped natural gas to the Flat. The charges will include the cost of making the provision for the sewerage connection with the main sewer line of the Authorities, the cost of making the provision for water supply to the GH Colony, making the provision of the storm water disposal system, the cost of road cutting charges and any other costs and expenses related thereto. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Allottee(s);
- 1.30 **"Notice of Possession"** shall mean a written notice given by the Developer to the Allottee(s) thereby offering the handing over of the physical possession of the Flat within 30 (thirty) days, or such period as may be specified in such notice;
- 1.31 **"Policy"** shall mean the policy applicable for the Group Housing Colony as promulgated by the Town and Country Planning Department, Haryana duly published in the gazette dated August 19, 2013 vide notification no. PF-27/48921 and includes any or all of its subsequent amendments, circulars or modifications thereof as may be notified or published hereinafter;
- 1.32 **"Payment Plan"** shall mean the contents of the Annexure – B as annexed to the Agreement;
- 1.33 **"Person"** shall mean and include any individual, entity (incorporated or not), firm (limited liability partnership firm or otherwise), proprietorship concern having the legal capacity to enter into a contract as per laws of India;

- 1.34 **"Project Land"** shall mean all that piece and parcel of the land situated Group housing Site (GH-3) measuring 60,750 Sq. Mtrs. at Industrial Model Township Rohtak, Phase- II/30-B, IMT, Rohtak (Hr.) for developing Group Housing Colony as per the Policy (*as defined hereinafter*).
- 1.35 **"Registration and Stamp Duty Charges"** or "RC Charges" Legal and Administration Charges: shall mean and include all such levies, Stamp Duty, drafting charges, registration fees, administrative and miscellaneous charges, in relation to the registration of the Conveyance Deed of the Flat in favour of the Allottee(s) by the Developer; Drafting Charges is An Amount fixed for all Allottees towards drafting of Builder Buyer's Agreement or Conveyance Deed (as the case may be). And Legal and Administration Charges include the expenses, costs and Facilitation & miscellaneous charges incurred in getting the agreement to sell and conveyance deed registered with the Sub-Registrar, Haryana; and shall be in addition with the Stamp duty Charges, Registration fee & drafting charges as mentioned above.
- 1.36 **"RERA Act"**, "HRERA Rules" and "HRERA Authority" shall mean The Real Estate (Regulation and Development) Act, 2016 including any of its amendments, modifications or reenactments thereof, rules framed there under and the authority constituted in terms of the said act, respectively;
- 1.37 **"Stamp Duty"** is the revenue collected by State Government (*as defined hereinafter*) on the registration of the conveyance deeds of the units. The duty applicable on the Conveyance Deed shall be payable by the Allottee(s) as per the rates notified and prevalent at the time of execution of the Conveyance Deed as and when demanded by the Developer/Vendor Firm, in accordance with the terms of the Agreement;
- 1.38 **"State"** shall mean the state of Haryana; & "State Government" or "Government" shall mean the government of the Haryana or any authority exercising the powers of the government of Haryana;
- 1.39 **"Statutory Dues"** shall mean and include all, but not limited to taxes, levies, cess, charges, assessments, municipal taxes, goods and services tax (GST), property tax, infrastructure augmentation charges, stamp duty / fines / penalties, any fresh incidence of tax and any other statutory charges etc. to be levied by any Authority, including any enhancement of such taxes or dues by the State Government or the Authority, even if they are retrospective in effect as may be levied on the GH Colony or on the Flat, including any interest demanded and payable by the Developer;
- 1.40 **"Total Price"** shall mean the total Allotment Price paid in respect to the SUPER Area of the Flat plus the cost of the additional parking space (if any) along with amount of Charges, calculated and payable at the rates as per Applicable Laws and, or notifications as applicable as on the date of execution and registration of the conveyance deed of the Flat in favour of the Allottee(s) along with such Statutory Dues as may be found due and payable by the Allottee(s) as per final calculation and, or adjudication of applicable taxes on the Consideration Amount as per the then extant laws as on the date of execution of the Conveyance Deed and the Interest Amount due and payable by the Allottee(s) to the Developer in accordance with the terms of the Agreement;
- 1.41 **Interpretation**
- a. Headings, captions and bold typeface are only for convenience and shall be ignored for the purpose of interpretation or construction of the Agreement.
  - b. The foregoing Recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
  - c. Unless the context of this Agreement otherwise requires:
    - (i) words using the singular or plural number shall also include the plural or singular number, respectively;
    - (ii) words of either gender shall include the other gender;
    - (iii) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Agreement;
    - (iv) the term "Clause" refers to the specified clause of this Agreement;
    - (v) reference to Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
    - (vi) reference to the word "include" shall be construed without limitation;
    - (vii) any time period specified herein shall exclude the time period taken to obtain applicable regulatory approvals; and
    - (viii) the schedules and annexures shall constitute an integral part of this Agreement;
    - (ix) Any schedule or annexure to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules and annexures.

- d. Where there is any inconsistency between the definitions set out in clause 1 and the definitions set out in any other clause or schedule, then for the purposes of construing such clause or schedule, the definitions set out in such clause or schedule shall prevail.
- e. Any schedule to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules.
- f. words importing persons shall include firms, proprietorship firms, unlimited or limited partnership, institutions, companies and bodies corporate and unincorporated.
- g. It is expressly agreed by the Allottee/s that developer will develop community site/club house over a portion of said land for the use of allottee/s and for General Public as well and developer shall make community site/club house and other facilities available for the use of allottee/s and general public. It has been made clear to the allottee/s that Developer in collaboration with some External Agency and/or contractor will develop the community site/club house and other amenities and contractor /external agency shall bear cost and expanses towards the development of community site/club house. it is made clear to allottee/s and allottee/s is agreed that such club house shall be free to open for the use of public/persons/people other than allottee/s, however entry and exit shall be from separate gate. In lieu of excess of community site/club house for general public, External Agency and/or contractor shall give 40% discount on all services (other than food, beverages) on the rates fixed for General Public. It is also made clear that discount will provided to the allottees subject to verification of genuineness from RWA.

2. Consideration: Allotment Price and Charges

2.1 The Developer has agreed to sell, reserve / allot and the Allottee(s) has agreed to Allottee the Flat along with the parking site as earmarked and allotted with the aforesaid flat and *pro rata* share in the Common Areas and Facilities in "HL CITY", Sector – 37, Bahadurgarh for and in lieu of complying with the terms and conditions of the Agreement and making timely payments of the Total Price by the Allottee(s) to the Developer. The Carpet Area of the Flat is tentative and subject to change till the grant of occupation certificate by the competent Authority. The specifications of the Flat are mentioned in Annexure – C, annexed herewith. The Allottee(s) has agreed to pay the Consideration to the Developer as per the schedule of the payment, Payment Plan, annexed herewith.

2.2 The Total Price for the Flat (inclusive of the parking space) is Rs. ....../-

**Explanation:**

(i) The Total Price as mentioned above excludes Statutory Dues which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Developer up to the date of handing over the possession of the Flat to the Allottee(s) or to the competent Authority, as the case may be, after obtaining the necessary approvals from competent Authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes / charges / fees / levies etc., the subsequent amount payable by the Allottee(s) to the Developer shall be increased/ decreased based on such change / modification:

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

(ii) The Developer shall periodically intimate in writing to the Allottee(s), the and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the 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;

(iii) The Total Price of the Flat includes recovery of price of land, development/ construction of not only of the Flat but also of the Common Areas and Facilities, internal development charges, infrastructure augmentation charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing (as per specifications mentioned herein) with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat.

2.4 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of any revision of Allotment Price, External and Infrastructure Development Charges, taxes, cess, revision of the terms and conditions of the Policy or any other fresh levy or charge

levied by any Authority and payable to any Authority or Government and/ or any other increase in Charges which may be levied or imposed by the competent Authority from time to time after the date of draw or allotment. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in any of the Charges or Statutory Dues, development charges, charges, fees, levies, etc. imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the GH Colony as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 2.5 The Allottee(s) shall make the payment as per the payment plan set out in Annexure - B (“Payment Plan”).
- 2.6 The following charges have been calculated as per the prevailing norms and guidelines issued by the Authorities concerned as on the date of draw or allotment. However, the final amounts payable of the below mentioned Charges by the Allottee(s) shall be determined and intimated by the Developer to the Allottee(s) in the Notice of Possession:
- a. External Electrification Charges;
  - b. Bulk Supply Electricity Connection Charges;
  - c. Electricity Meter Charges;
  - d. Utility Connection Charges;
  - e. Fire Fighting Charges – The charges will include the cost of providing and installing firefighting equipment / preventive measures in the GH Colony and in the towers of the GH Colony as per Applicable Law. Adequate firefighting equipment as per Applicable Law existing as on the Execution Date shall be installed by the Developer and any additional firefighting equipment, if any required inside the Flat, shall be installed by the Allottee(s) at his / her own cost. Also, if due to any subsequent legislation / government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code or if deemed necessary by the Developer at its sole discretion, additional safety measures are undertaken, the Allottee(s) undertakes to pay the FFC within thirty (30) days from the date of written demand by the Developer. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Allottee(s);
  - f. Statutory Dues - However, it has been specifically agreed by and between the Parties herein that Statutory Dues shall be borne by the Allottee(s) in proportion to the Carpet Area of the Flat. The Allottee(s) undertakes to pay such proportionate amount to the Developer within the time notified by the Developer in the demand notice;
  - g. Common Area - Power Back-up Charges (Payable if opted for by the Allottee) – The cost of creating provision of electricity power back-up within the GH Colony to run lifts and other common services of the GH Colony including cost incurred for purchasing and installing DG sets and allied electricity cable network;
  - h. Registration and Stamp Duty Charges –The charges to be borne by the Allottee towards registration of this Agreement as well as registration of conveyance deed of the Flat. As on the date of allotment the amount of Registration and Stamp Duty Charges as applicable are as follows:

<p><b>If there is only one Allottee and he is:</b></p> <ol style="list-style-type: none"> <li>a. Male - 7% of the Consideration Amount</li> <li>b. Female – 5% of the Consideration Amount</li> </ol>
<p><b>If there are more than one Allottee and they are:</b></p> <ol style="list-style-type: none"> <li>a. Both males – 7% of the Consideration Amount</li> <li>b. Both females – 5% of the Consideration Amount</li> <li>One male and one female – 6% of the Consideration Amount</li> </ol>

DETAILS OF THE ALLOTMENT:

NAME(S) OF THE APPLICANT(S):

TOWER NO. / NAME :

FLOOR :

1. ....

FLAT/ UNIT NO. :

2. ....

TYPE / NO. OF BEDROOMS

APPLICATION DATE : .....

CARPET AREA (APPROX.) :

APPLICATION NO. ....

\* The amount of Charges are determined as applicable as on ..... and may vary at the time of offer of physical possession.

1	Allotment Price calculated at the rate of Rs. 6000/- per sq. ft. over the Super area ( which is equal to carpet area + 30% loading towards common area) of the Apartment. This price can be increased time to time for new buyers.	Rs. ..../-
2	a. Price of additional parking (if any)	Rs. 2,00,000/-
	b. Interest free maintenance security	Rs. 1,00,000/-
	SUB TOTAL (A)	Rs. ..../-
3	Charges:	
	a. External Electrification Charges*	Rs. 6,000.00/-
	b. Bulk Supply Electricity Connection Charges*	Rs. 6,000.00/-
	c. Electricity Meter Charges* Meter of specified brand (fixed by Developer or Electricity proving agency) to be provided by allottee at his own expanses	NIL
	d. Utility Connection Charges*	Rs. 5,000.00/-
	e. Fire Fighting Charges (FFC)*	NIL
	f. Common Area - Power Back-up Charges*	Rs. 6,000.00/-
	g. Electricity Connection Charges* ( 4 KW is Free after that Rs.10,000 Per KW)	As Applicable /-
	h. Drafting Charges of conveyance deed*(To be Paid at time of C D or agreement as the case may be)	Rs. 15,000.00/-
	TOTAL CHARGES (B)	Rs. 38,000.00/-
	TOTAL (A + B) ("Consideration")	Rs. ....
	GST * May vary from time to time as per Govt. Rules. Customer liable to pay GST at prevailing rate. (at present 1%)	Rs. ..../-
	Registration and Stamp Duty Charges (RC)*	As Applicable
	Statutory Dues	As Applicable
	SUB-TOTAL (C)	As Applicable
	Grand Total (A+B+C) ("TOTAL PRICE")	Rs. ....

- i. Drafting Charges: An Amount fixed for all Allottees towards drafting of Builder Buyer's Agreement or Conveyance Deed (as the case may be). In case Allottee does not want to get the Builder Buyer's, Agreement registered with the Sub-Registrar, only stamp paper, notarization and other miscellaneous amount shall be charged and no amount towards drafting of Builder Buyer's Agreement shall be charged. If customer wants to get the buyers agreement registered in that case Allottee has to pay the drafting charges as fixed for conveyance deed.
  - j. Legal and Administration Charges (Payable by the Allottee to the Advocate assigned by the Developer) – These charges include the expenses, costs and Facilitation & miscellaneous charges incurred by the Developer/Vendor firm in getting the agreement to sell and conveyance deed registered with the Sub-Registrar, Haryana; and shall be in addition with the Stamp duty Charges, Registration fee & drafting charges as mentioned above.
  - k. Any other charge(s) for the amenities / facilities to be provided or asked to be provided by the Developer in the GH Colony shall be intimated to the Allottee(s).
- 2.9 Thus, the Allottee(s) shall have to pay the total Consideration of the Flat along with Statutory Dues, Stamp Duty and Registration Charges and Interest Amount, Drafting Charges, Legal and Administration Charges (Payable only if the services are availed by the Allottee from the Developer) as determined and calculated as per prevailing norms and rules, as per the details given below:
- 2.10 The Developer has informed to the Allottee that no power back up facility is proposed to be provided for the Flat. The power back up facility will be provided by the Developer only for running of lifts and other necessary common area services of the GH Colony. If the Allottee(s) requests for providing the power back up facility within the Flat then the Developer may in its sole and absolute discretion shall provide the power back-up facility to the Allottee on such terms and conditions as the Developer may deem fit and proper in its sole and absolute discretion and upon payment of requisite charges for making the provision of power back-up facility to the Allottee(s) for the Flat.
- 2.11 The Developer shall be accepting all payments from the Allottee(s) / only by way of local demand drafts / bankers cheques /MICR cheques payable at par only or by way of an electronic transfer in favour of "HL RESIDENCY(Proprietorship Firm)", payable at BAHADURGARH. All payments accepted shall be subject to their actual realization in the Developer's account and the date of credit shall be deemed to be the date of payment of an installment by the Allottee (s). If the Allottee(s) makes the payment through an electronic transfer mode then the Allottee(s) undertakes to intimate the Developer in writing about the same immediately on making the payment. The Allottee(s) has been informed that the Developer will not accept any outstation cheques / demand drafts / bankers cheques.
- 2.12 All administrative charges, transfer charges, legal expenses, incidental expenses including the Registration and Stamp Duty charges for the execution and registration of the Conveyance Deed shall be borne and paid by the Allottee(s) in addition of cost of flat. Legal and Administration Charges (Payable by the Allottee to the Advocate assigned by the Developer) – These charges include the expenses, costs and Facilitation & miscellaneous charges incurred by the Developer/Vendor firm in getting the agreement to sell and conveyance deed registered with the Sub-Registrar, Haryana and shall be in addition with the drafting charges as mentioned above.
- 2.13 The Allottee(s) hereby understands, agrees and expressly permits the Developer to appropriate all payments made by the Allottee(s) at the sole discretion of the Developer, first of all against the outstanding interest and thereafter to appropriate the remainder, if any, against the arrears of installments and finally the remaining amount if any, towards current installment.
- 2.14 The Developer has made clear to the Allottee(s) that the provisions of interest or acceptance of late payments along with interest and, or such other charges with respect to the allotted Flat by the Developer shall under no circumstances be construed to mean any general relaxation in the payment of past, present or future dues of the Developer or any amendment in the terms of payment or to cause prejudice in any way to the rights of the Developer to take action under terms of the Agreement since timely payments shall always remain the essence of the Agreement.
- 2.15 The Developer has made it abundantly clear to the Allottee(s) that the Allottee(s) shall be making the payment as per the terms of the Agreement to have the ownership rights and rights of usage only as per the details given below:
- 2.15.1 The Allottee(s) shall be entitled to the exclusive ownership of the Carpet Area of the Flat only and not outside of any portion of flat.
  - 2.15.2 The Allottee(s) shall also have undivided proportionate share in the Common Areas and Facilities within the said block / tower in which the Flat is situated. The share of the Allottee(s) in the Common Areas and Facilities of the block / tower is harmoniously situated along with the other owners of the flats / units of the block / tower, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is further made abundantly clear and the Allottee(s) has understood that the Allottee(s) shall be entitled to undivided proportionate share in no other areas, common areas or otherwise, except the Common Areas and Facilities

within the said block / tower in which the Flat of the Allottee(s) is situated. It is clarified that the Developer shall hand over the Common Areas and Facilities to the association of allottees/ competent Authorities in accordance of the terms of the Policy and Applicable Laws.

- 2.15.3 The Allottee(s) shall have the ownership of undivided proportionate share in the land underneath the said block / tower in which the Flat of the Allottee(s) is situated (i.e. the land which is the foot print of the block/ tower in which the Flat is situated), for which the price is charged though the undivided proportionate share in the land underneath does not form part of the Carpet Area. It is made abundantly clear to the Allottee(s) and agreed by the Allottee(s) that the Allottee(s) shall have no right, title or interest of any kind whatsoever on any other land(s) except to the extent as aforesaid including the other common areas and common facilities within the GH Colony.
- 2.15.4 In addition to the above, the Allottee(s) shall also be entitled to only use the general commonly used areas and facilities within the GH Colony, which may be within or outside the land underneath the said block / tower in which flat of the Allottee(s) is situated and earmarked as commonly used areas by all the occupants of all the buildings to be constructed on the said Project Land. However, such general commonly used areas and facilities earmarked for common use of all the occupants of GH Colony shall not include the exclusive parking space individually allotted to the respective occupants for parking their two wheelers.
- 2.16 All lands except the general commonly used areas, facilities and amenities, paths, lands, etc. within the GH Colony earmarked for common use falling outside the land underneath the said block / tower in which flat of the Allottee(s) is situated or any other facility or amenity, as may be provided, at the sole option and sole discretion of the Developer or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to shops, crèche or any other facilities / amenities even if provided in the stilts of the building / tower are specifically excluded from the scope of this Agreement and the Allottee(s) shall have no ownership rights, no right of usage, no title, no interest or no claims, whatsoever, in any form or manner in such land(s), areas, facilities and amenities within the stilts of the said building, the said portion of the Project Land or anywhere in the Project other than as specifically agreed to herein. The Allottee(s) hereby gives an irrevocable undertaking to the Developer that the Allottee(s) shall never claim any rights, title or any interest in these land(s), areas, facilities and amenities, as they are not included within the scope of this Agreement and are not included in the Agreement in any manner, and for which the Allottee(s) agrees that the Allottee(s) shall not at a later date, after execution of this Agreement, attempt to raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities. The Developer, its associates, its collaborators, as the owner of such lands, areas, facilities and amenities shall have the sole right and absolute authority to deal with the said land(s), areas, facilities and amenities in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode, which the Developer may deem fit in its sole discretion. The Allottee(s) further confirms and represents that the Allottee(s) has not made any payment to the Developer in any manner whatsoever and the Allottee(s) hereby agrees that the Developer has not indicated, promised, represented or given any impressions of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said block / tower in which flat of the Allottee(s) is situated, save and except the use of general commonly used areas for the purpose of direct exit to a nearest public street, nearest road only to be identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee(s). The Developer relying on the aforesaid understanding and undertaking of the Allottee(s), to not to claim any rights, title or interests, in the land(s), areas, amenities and facilities other than the land underneath the said block / tower in which the flat allotted to the Allottee(s) is situated, has agreed to allot the Flat and this understanding and the undertaking of the Allottee(s) shall survive throughout the occupancy of the Flat by the Allottee(s), its legal representatives, successors, administrators, executors, assigns or nominees.
- 2.17 It is clearly agreed and understood between the Parties that this Agreement is strictly and only in respect of the Flat agreed to be sold in terms of this Agreement. The various community facilities such as shopping center, community center, crèche, etc. are expected to come up in stages over a period of time. Delay in the provision of such facilities or non-provision of such facilities does not entitle the Allottee(s) to cancel this Agreement or withhold or claim any damages or delay or deny the payments as may be due from time to time in terms of various clauses of this Agreement. However, the nature, extent, specifications, time and other matters related to the provision of these facilities shall be at the sole discretion of the Developer.
- 2.18 A two wheeler parking space will be allotted to the Allottee(s) for the exclusive use of the Allottee(s) and the said parking space shall be understood to be joint with the Flat and the same shall not have any independent existence detachable from the Flat. The Allottee(s) undertakes to not to sell or transfer or deal with the reserved parking space independent of the Flat. The Allottee(s) undertakes to park its vehicles in

the parking space allotted to him / her and not anywhere else in the GH Colony. The Allottee(s) agrees that all such reserved parking spaces allotted to the occupants of the building(s) / GH Colony shall not form part of the Common Areas and Facilities. The Allottee(s) agrees and confirms that the reserved parking space allotted shall automatically stand cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession, etc. of the Flat under any of the provisions of the Agreement. Under no circumstances, the Allottee shall have a right to enclose or to raise boundary, barricade or modify in any form the space for the reserved parking space.

- 2.19 The Developer/Vendor Firm agrees to pay all outstanding payments before transferring the physical possession of the Flat to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee(s), the Developer agrees to be liable, even after the transfer of the Flat, to pay such outstanding(s) and penal charges, if any, to the Authority or Person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such Authority or Person.
- 2.20 The Allottee(s) fully agree to pay Rs. 1,500/- per instance if any cheque issued by him/her/them towards any payment payable to Vendor/Developer is returned unpaid to the Vendor/Developer for any reason. This amount shall be in addition to all the other actual amount/price/consideration etc.

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

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

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

Provided, however, if as a result thereof, there be any change in the location of the Flat, number, boundaries or Carpet Area of the Flat, the same shall be valid and binding on the Allottee(s). Further, if there is any increase or decrease in the Carpet Area of the Flat as a result thereof, then the Allottee(s) shall be liable to pay the revised amount of Total Price for the Allottee of the Flat calculated at the rates as mentioned in the Agreement. If there is any increase in the Carpet Area of the Flat allotted to the Allottee(s), the Developer may demand that from the Allottee(s) along with next milestone of the Payment Plan.

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

3.4 **RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL CONSTRUCTIONS OVER RESIDENTIAL/COMMERCIAL BUILDINGS.** It is made clear to the buyer The Developer is in process of acquiring additional FAR for this group housing site through TDR or otherwise and at the time of finalizing the booking for the flat/unit/apartment buyer/allottee has been clearly communicated/told that additional floors shall be constructed over the top floor of building in which flat is being booked and/or over the top floor of commercial buildings, so the buyer/allottees could not raise any objections over construction of such additional floors over residential or commercial buildings. And No further NOC or permission shall be required from such Buyers/allottees, because before booking of flat this condition has been intimated to them, as they deemed NOC has been provided by buyers/allottees at the time of booking. The Allottee agrees and undertakes that before or after taking possession of the Apartment or at any time thereafter, he/she shall have no right to object to the Developer constructing or continuing with the constructions of additional floors. The Developer shall also have right, to make any alternations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Building. The Allottee further agrees and undertakes that he/she



shall not claim any compensation or reduction in the price of the Apartment or withhold the payment of maintenance and other charges, as and when demanded by the Developer, on the ground of inconvenience or that the infrastructure required for the said Group Housing Colony is not yet complete or the developer has constructed a few additional floors in the colony. Any violation of this condition shall entitle the Developer to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

4. **Due Diligence**

The Allottee(s) has carried out due diligence to his/her entire satisfaction relating to the rights, title and interests of the Developer with respect to the Flat after going through the ownership record(s), inspection of site and other related matters to confirm the competence of the Developer to convey and transfer the Flat to the Allottee(s). It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence to his entire satisfaction. The Developer has posted all relevant approvals and sanctions with respect to the Project on its website at [www.hlcity.in](http://www.hlcity.in)

5. **Possession**

5.1 Handing over of possession:

5.1.1 Subject to Clause 12 herein or any other circumstances not anticipated and beyond the control of the Developer or any restraints / restrictions from any courts / Authorities but subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of the Total Price and having complied with all provisions, formalities, documentations, etc., as prescribed by the Developer, the Developer proposes to offer the handing over the physical possession of the Flat to the Allottee(s) within a period of Sixty Months (60) months from the Commencement Date. It is made clear to buyer/allottee and buyer/allottee undertakes that if on account of any force majeure conditions construction activities are stopped for a specific period, in that case time limit fixed for delivery of possession shall be extended equal to double of period for which such construction activities is stopped, because every time when construction is stopped for any reasons, construction labours moves from construction site to their home and it takes time to resume such construction activities.

5.1.2 The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the HRERA Authority including any subsequent extension granted to the Developer by the said Authority and towards handing over the Flat to the Allottee(s) and the Common Areas and Facilities to the association of allottees or the competent Authority, as the case may be, as provided under the Policy and the Applicable Laws.

5.1.3 The Developer shall give a Notice of Possession to the Allottee(s) wherein the Allottee(s) will be granted 30 days period, or such other period in the sole discretion of the Developer, to complete the formalities and payment of amount demanded in the Notice of Possession. The Developer/Vendor Firm shall provide copy (on demand) of occupation certificate or part thereof in respect of Project at the time of execution of conveyance deed of the Flat in favour of the Allottee(s). The Allottee(s) on completing the payment of the amount demanded shall become eligible for execution of the Conveyance Deed and taking over the possession of the Flat from the Developer. In the event the Allottee(s) fails to make the complete payment of the amount demanded or fails to complete all the documentation and necessary formalities as informed vide Notice of Possession within the specified period from the date of such communication, the Allottee(s) shall be deemed to be custodian of the Flat from the date indicated in the Notice Of Possession (Deemed Possession) and the said Flat shall remain at the risks and costs of the Allottee(s) thereafter. if Allottee fails to take possession of his unit even after three months from dated of offer of possession, in that case Allottee has to pay Rs. 50,000/- as holding charge for every six months.

5.1.4 Under no circumstances, the Allottee(s) shall seek and be entitled to the possession and registration of the Conveyance Deed of the Flat in his favour prior to making the payment as demanded and completion of all formalities within the period as mentioned in the Notice of Possession. In the event of the failure of the Allottee(s) to complete the payment and necessary formalities and documentation within the specified period of thirty (30) days of Notice of Possession, the Allottee(s) shall have to make the payment of interest for delay in the making the payment as demanded vide Notice of Possession, as applicable, in respect to the Flat prior to seeking and be entitled to the possession and registration of the Conveyance Deed of the Flat.

5.1.5 The Allottee(s) agrees and confirms that in the event the Developer abandons the construction and development of the Flat, this Agreement shall stand terminated as if it has been terminated with mutual consent, and subject to the Allottee(s) not being in default of any of the terms of this Agreement, the Developer shall refund the actual amount less amount of Statutory Dues paid by the Allottee(s) without any interest thereon.

5.1.6 The Allottee(s) agrees that if the Allottee(s) fails, ignores or neglects to make the payment of final installment, as demanded by the Developer in the Notice of Possession, then notwithstanding any other

provision contained herein, the Flat shall remain in possession of the Developer at the risks and costs of the Allottee(s).

- 5.1.7 If the Developer/Vendor Firm fails to complete the construction of the Flat within the period as mentioned in this Agreement, then the Allottee(s) agrees that the Developer shall be entitled to reasonable extension of time for delivery of possession of Flat.
- 5.1.8 Upon the Allottee(s) taking over possession of the Flat, the Allottee(s) shall have no claim against the Developer in respect of area, specifications, quality, construction and any item of work in the Flat which may be alleged not to have been carried out or completed or for any designs, specifications, building materials used or for any other reason whatsoever. Any complaints that the Allottee(s) may have with respect to the said Flat regarding the above should first be resolved by the Allottee(s) with the Developer before taking over the possession of the said Flat.
- 5.1.9 Further, the Allottee(s) agrees that in the event of his failure to make the payment as demanded in the Notice Of Possession of the Flat within the time stipulated by the Developer in its Notice Of Possession, the Allottee(s) shall have no right or claim in respect of specifications, quality, construction of any item of work in the Flat, which he may allege not to have been carried out or completed or in respect of any design specifications, building materials, quality, construction and any item of work or any other reason whatsoever and that he shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Flat. On the expiry of the period specified in the Notice of Possession, the Allottee(s) shall be deemed to have waived all the objections, concerns or claims in respect to the workmanship, quality or specifications of any item of work in the Flat.
- 5.1.10 The Allottee(s) has understood that the possession of various blocks / towers comprised in the GH Colony and the various common facilities planned therein shall be ready and complete in phases and will be delivered for the usage of the residents of the GH Colony as and when completed. The delivery of the possession of the Flat to the Allottee(s) is not at all dependent upon the completion of the GH Colony and the common facilities planned therein.
- 5.1.11 Notwithstanding anything to the contrary contained in this Agreement, the Allottee(s) agrees and undertakes that if the Developer offers the physical possession of the Flat before the time period as mentioned in this Agreement, the Allottee(s) shall have to make the complete payment of the outstanding Total Price along with such other dues, taxes and charges as may be demanded by the Vendor Firm prior to taking over the physical possession of the Flat.
- 5.1.12 Pre-examination: Every allottee, before taking possession of his/her flat, after fixing the time with the promoter, thoroughly and thoroughly inspect the construction quality of his flat, the electrical and water equipment-connections, windows, doors, etc. The Allottee shall examine and give written acknowledgment of his satisfaction to the Promoter, but if any deficiency is found during the course of inspection/examination, the Allottee shall inform the Promoter in writing about these deficiencies. But after taking possession of the flat by the allottee, no complaint will be entertained in this regard and after taking possession, the promoter will not be responsible for rectifying any deficiency or defect in the said flat.
- 5.1.13 Guarantee regarding interior furnishings of flats: Inspection, inspection, inspection of the flat construction quality, electrical and water equipment-connections, windows, doors, etc. Therefore, after taking possession of the flat by the allottee, no complaint will be entertained/regarded in respect of the POP falling and falling of paint etc. due to dampness etc. The flat owner himself will be responsible for the same.
- 5.1.14 Load Bearing Capacity/Strength of Building/Flat/Unit: Prior to offering delivery of possession to Allottee(s), the vendor/developer shall get test/examine the Load Bearing Capacity/Strength of Building from the Certified/Reputed Agency at its own cost and expenses and shall make available the certificate/report of such agency on the website of the Vendor firm and Allottees if wishes to examine the Load Bearing Capacity/Strength of Building from some other agency in that case he/she/they shall be free to examine the same from any agency at his/her/their own cost and expenses prior to obtaining possession of unit under sale. And could not held the Vendor/Developer responsible for the Load Bearing Capacity/Strength of Building/Flat/Unit later on.

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

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

cancelled at the sole discretion of the Developer. In such cases also an amount of Rs. 25,000/- (Rupees Twenty-Five Thousand only) along with other Forfeitable Amounts will be deducted by the Developer and the balance amount shall be refunded. Such flats may be considered by the Developer for offer to any other Person.

6.2 The Allottee(s) has fully understood and agrees that in case the Allottee(s) withdraws or surrenders his allotment, for any reason whatsoever at any point of time, then in that event the Developer shall deduct the Earnest Money along with Forfeitable Amounts and refund the balance sum to the Allottee(s) without any interest. The Allottee(s) shall be left with no right or interest over the Flat or any other area of the GH Colony upon making the request of withdrawal to the Developer and the Developer shall be entitled to allot the said Flat to any other applicant in the waiting list.

6.3 The Developer shall also be entitled to and reserves its right to cancel/terminate this Agreement in case (a) allotment has been obtained through misrepresentation and suppression of material facts, OR (b) Allottee(s) violates any of the terms and conditions imposed by the Policy upon the Allottee(s), OR (c) any default on the part of the Allottee(s) for breaching, violating the terms and conditions of registration / allotment as per this Agreement, affidavit, undertaking or any other agreement. The consequences of termination and cancellation of the allotment of the Flat shall be as per the Agreement as stated herein arising out of defaults of the Allottee(s).

## 7 **Maintenance:**

7.1 The maintenance and insurance of the Flat shall always be the responsibility of the Allottee(s) and the Developer shall not be liable for the maintenance and upkeep and insurance of the Flat or anything inside the Flat.

7.2 The Allottee(s) agrees and undertakes that the maintenance of this residential colony and all the buildings situated in it shall be compulsorily with the promoter for the next ten years from the date of receipt of the occupancy certificate by the promoter and all the allottees shall be bound to sign a separate maintenance agreement with the promoter. and the Resident Welfare Association constituted by the allottees or the allottee himself or his representative shall not demand to transfer the maintenance of this residential colony and all the buildings situated therein to any other agency or Resident Welfare Association before ten years from the date of receipt of the occupancy certificate. and if so, the Promoter shall not be bound to accept any such demand. After the expiry of the period of ten years, the promoter may take a decision regarding maintenance with the concurrence of the Resident Welfare Association.

7.3 The Allottee(s) agrees and undertakes that, It will be the responsibility of the promoter to maintain the residential colony for the next five years from the date of receipt of occupancy certificate. In this maintenance work, only the road, sewerage, common areas outside the flat will be included, whose maintenance will be the responsibility of the promoter, all other facilities like lift in the building, water bill for the use of green and park area of the colony, The flat owners will have to pay a proportionate fee for the salary of the gardener etc. and the cost of the grass and plants and for the maintenance.

7.4 The Allottee(s) agrees and undertakes that the Reasonable Maintenance charges of Rs 2,000/ per month has been fixed for each flat and this amount shall be enhanced every year, and owners/users of every flat shall be liable to pay the Monthly Maintenance charges of Rs 2,000/ - to the promoter. The Allottee(s) also agrees and undertakes that this Monthly Maintenance charges of Rs 2,000/ - does not include any type of maintenance of inside the flat and belongs to maintenance of corridors, stairs and common areas. It is agreed that maintenance charges can be amend at any time depending on the market conditions or otherwise.

7.5 The Allottee(s) undertakes that he shall become a member of the association of the flat owners of the Colony to be registered and formed under Haryana Flat Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc. as and when required by the Developer to do so.

7.5 The Allottee(s) or its assigns, agents or nominees shall comply with the rules and regulations laid down by the Developer or maintenance agency at all times.

7.6 The Allottee(s) agrees and undertakes that the lawns and other common areas shall not be used by him or any occupant for conducting personal functions, such as marriages, parties, etc. If any common space is provided in any tower or building for organizing meetings and small functions, the same shall be used with the permission of the Developer / maintenance agency /residents welfare association on making such deposits / charges as may be fixed by the maintenance agency / Developer/ residents welfare association.

## 8 **Transfer/Nomination**

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

8.2 In the event the Allottee(s) still commits the breach of the aforesaid conditions then in that event the Allottee(s) shall pay a penalty of 200% of the Consideration amount of the Flat to Town and Country

Planning Department, Haryana. Upon failure to pay the penalty by the Allottee(s), the Flat shall be resumed and shall be dealt with in accordance with the terms of the Policy and in consultation with the concerned Authority.

## 9 **Statutory Dues**

9.1 The Allottee(s), from the date of execution of this Agreement, shall always be responsible and liable for the payment of all the Statutory Dues, including interest levied or paid by the Developer on any of the above as may be levied on the GH Colony in proportionate share. In case any Statutory Dues are levied after the execution of the Conveyance Deed, the same shall be payable by the Allottee(s) on pro rata basis. All such amount shall be payable on demand, as the case may be, either to the Developer or to the concerned Authority as the case may be.

9.2 The Allottee(s) further understands and agrees that the External Development Charges (EDC) have not been finalized by the concerned Authority (DGTCP, HSIIDC) and the Allottee(s) shall be liable to make any further amount as may be demanded by the Developer on account of the revision of such charges in future by the said Authority and demanded from the Developer or the maintenance service provider.

9.3 In addition to the External Development Charges, as mentioned hereinabove, any Authority may impose / levy additional Statutory Dues retrospectively or otherwise, in the nature or on account of development of infrastructure facilities, by whatever name called, the Allottee(s) agrees to pay any such additional Statutory Dues levied by the Authority either directly to the concerned Authority(ies) or if paid by the Developer or demanded from the Developer, the Allottee(s) shall pay the same to the Developer on pro-rata basis. In case the Conveyance Deed has already been executed in favour of the Allottee(s) by the Developer and the Allottee(s) refuses or neglects to pay any such new levy or imposition of any Statutory Dues as may be demanded by the Developer, in furtherance to the demand raised by the concerned Authority after the execution of such Conveyance Deed, then in that event the pro-rata demand made by the Developer on the Allottee(s) shall be treated as unpaid consideration of the Flat and the Developer / Confirming Party shall have first charge and lien on the Flat to the extent of such unpaid amount till such amount is paid by the Allottee(s) to the Developer.

9.4 The Allottee(s) agrees to make the payment of such sums towards the security deposits for the electricity connection and other facilities connection charges which are not included in the consideration of the Flat determined herein and the same shall be paid by the Allottee(s) as and when demanded by the Developer.

9.5 The Allottee(s) shall permit the supervisors, agents of the Developer or the maintenance service provider at all reasonable times to enter into the Flat for the purpose of inspection or repairing any part of the said Flat pertaining to the common services and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.

9.6 The Developer shall have first charge on the Flat for all its dues and other sums payable by the Allottee(s) to the Developer.

9.7 In the event of non-payment of any of the dues of the Developer or in the case of breach of any of the terms and conditions of this Agreement, by the Allottee(s) as per the terms of the Agreement, the Developer reserves its right to withdraw all or any of the facilities and also disconnect electricity and, or water supplies to the Flat or initiation of any other action as may be deemed fit by the Developer in its sole and absolute discretion.

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

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

10.2 The Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Developer on the Flat or the land underneath and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms hereof or incidental thereto and such mortgage(s) or encumbrances shall not constitute an excuse for the Allottee(s) for not completing the payment of the agreed Total Price of the Flat or performing all the Allottee(s)'s other obligations hereunder or be the basis of any claim against or liability of the Developer. However, the Developer undertakes that at the time of the execution and registration of the Conveyance Deed the Flat in favour of the Allottee(s), the Flat shall be made free and clear of all such encumbrances created by the Developer.

10.3 In the event the Allottee(s) wants to avail a loan facility from any bank, financial institution or his employer to facilitate the Allottee of the Flat, the Developer shall facilitate the process but the Developer shall not be held liable for refusal to grant the loan to the Allottee(s) owing to non-production of any document or

deed by the Developer. Further, the terms of the loan shall exclusively be binding and applicable on the Allottee(s) only. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per the payment plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions of the Agreement and no request for extension of time for payment of installment shall be accepted by the Developer. In case the Allottee(s) or the bank / financial institution on his behalf defaults in making the payment of installments then the Developer shall be entitled to cancel the allotment of the Flat and forfeit the Earnest Money and deduct the Forfeitable Amounts from the sums deposited with the Developer and the balance amount (if any) shall be refunded by the Developer to the bank / financial institution.

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

11.1 The Allottee(s) understands, agrees and undertakes that the Allottee(s) on his own shall apply directly to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") / ("UHBVN") Uttar Haryana Bijli Vitran Nigam ("Haryana Vidyut Prasaran Nigam ("HVPN") any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement to be given in respect to the Flat. The Developer shall be responsible to provide / create only the main electric substation, distribution sub-station, feeding arrangements along with electrical infrastructure comprising of the distribution networks and trenches, electrical transformers, electrical switch gears, electrical panels, feeder panels, supply of cables connecting feeder pillar to distribution boards, etc. and other required infrastructure as may be required and created as per the guidelines DHBVN / HVPN / UHBVN State Power and Transmission Utilities and conditions of approved electrification plan. The Allottee(s) agrees and undertakes to pay the External Electrification Charges to the Developer.

11.2 In case the Allottee(s) fails to pay the aforesaid External Electrification Charges or any other Charges, then it shall be treated as unpaid portion of the Consideration payable by the Allottee(s) herein for the Flat and the conveyance deed of the Flat may be withheld / delayed by the Developer till full payments thereof are received. Further the Allottee(s) herein agrees that the Developer shall be entitled to withhold services to the Flat till full payment of such deposits and Charges is received by the Developer.

11.3 Further, in the event the Developer or the maintenance service provider becomes entitled to bulk supply of electrical energy, the Allottee(s) herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Allottee(s) rights to apply for individual / direct electrical supply connection directly from DHBVN or any other authority responsible for supply of electrical energy. An undertaking in this regard is being executed by the Allottee(s). The Allottee(s) also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Developer or the maintenance service provider, from time to time, for the purpose of availing the electricity supply/ connection for the Allottee(s). The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer or the maintenance service provider. It is agreed by the Allottee(s) that the above said charges shall be in addition to the consumption charges towards consumption of electrical energy, which consumption charges shall include but not being limited to meter hire charges, per unit consumption of electrical energy, etc. It is further agreed and accepted by the Allottee(s) that the supply of electrical energy shall be subject to the availability of the same with the Developer or the maintenance service provider, and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer / maintenance service provider, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / maintenance service provider.

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

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

12.1 Timely payment by the Allottee of all its dues and payments as provided for under the terms of this Agreement is the essence of this Agreement. Without prejudice to the rights of the Developer under the Agreement, the Developer may at its sole discretion waive the breach by the Allottee(s) in not making timely payments as per the Payment Plan on such terms, conditions and charges as may be considered appropriate by the Developer including but not limited to the acceptance of the due amounts along with interest at the Interest Rate. The decision of the Developer in this regard shall be final and binding upon the Parties.

12.2 The Allottee(s) represented and warranted to the Developer that the Allottee(s) is fully capable to make all the payments out of his own resources towards the Allottee and maintenance of the Flat as and when demanded by the Developer. The Developer may get the facility of housing loans sanctioned through certain

public or private sector banks on the project in order to assist the customers of the project to avail housing loans. The Allottee(s) understands and agrees that the Developer is not obligated to provide the title deeds and sanctions and approvals either in original or photocopies to each and every individual customer of the project for availing housing loans from banks other than with which the Developer may enter into a tie up. Thus, the Allottee fully understands and agrees that the Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to Allottee the Flat or making the payment of the due installments to the Developer as per the terms of this Agreement shall not be contingent on obtaining the finance from the banks other than banks tied up by the Developer for grant of housing loans to the customers of the project. It is made absolutely clear to the Allottee(s) that even the tied up banks and financial institutions may withdraw from the understanding with the Developer to provide housing loans to the customers of a Project at any point of time, therefore the Developer shall not be held liable for any delay or failure to sanction the housing loan to the Allottee(s) from the tied banks or financial institutions. Allottee(s) agrees and have fully understood that the Developer shall not be under any obligation of any nature whatsoever to make arrangement for the loan facilities to the Allottee(s) from any bank/financial institution. Allottee(s) shall not omit, ignore, withhold, fail or delay the due payments to the Developer in time as per the Payment Plan in terms of this Agreement or the due installments by the respective due date on the grounds of the non-availability of bank loan or finance from any bank/financial institution for any reason whatsoever and if the Allottee(s) fails to make the due payment in time to the Developer then the Developer shall have right to terminate this Agreement in accordance with the terms of this Agreement.

12.3 The Allottee(s) agrees that the Allottee(s) shall arrange and provide no objection certificate from the financial institution / bank from whom the Allottee(s) may have obtained the housing loan facility, prior to the execution and registration of the conveyance deed of the Flat, to the Developer and only on receipt of such no objection certificate from such financial institution / bank, the Developer shall execute and register the conveyance deed of the Flat in favour of the Allottee(s).

13 Statutory Compliances and other obligations

13.1 That the Allottee(s) hereby agrees and undertakes to comply with from time to time, after he has been put in possession or Deemed Possession, all requirements, requisitions, demands, and repairs, etc. as may be and as are required to be complied with by any Authority in relation to the Flat and/or the land appurtenant thereto. The Allottee(s) shall keep the Developer indemnified and harmless against all such demands or requisitions.

13.2 The Allottee(s) has read and fully understood and agreed and undertook to observe all the terms and conditions of this Agreement, the terms and conditions of the Policy and also those of the License granted to the Developer for the GH Colony and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as imposed by any Authority and also the rules, regulations and policies as may be made pursuant to providing the maintenance services and shall always fully observe and perform all the terms and conditions contained in this Agreement.

13.3 The Allottee(s) shall not use/cause to be used the Flat for any other purpose except for residential use. The Allottee(s) specifically undertakes not to use the Flat or suffer it to be used for any activity that is prohibited / irregular / illegal or other activity that is hazardous, illegal or may cause nuisance of any nature to the other occupants and inhabitants of the GH Colony.

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

14 **Force Majeure**

- 14.1 The compliance of the terms and conditions of this Agreement by the Developer shall be subject to *force majeure*. The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions.
- 14.2 In the event, the offer of possession of the Flat is delayed due to Force Majeure, the time period for *offering* possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Flat hereunder shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date on which Developer confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 15 **Representations by the Developer**
- The Developer hereby represents and warrants to the Allottee(s) as follows:
- 15.1 The Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- 15.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 15.3 There are no encumbrances or third party rights upon the said Project Land and the Project except as is permissible in terms of the Agreement and other allottees;
- 15.4 All approvals, licenses, sanctions and permission issued by the competent Authorities with respect to the Project as well as for the Flat being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project or phase(s), as the case may be, as well as for the Flat and for common areas;
- 15.5 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 15.6 At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat along with parking to the Allottee(s);
- 15.7 It is expressly agreed between the Parties that any advertisements, brochures, hand bills issued by the Developer does not form the basis of this Agreement with the Developer. The Developer is only bound by the terms and conditions as incorporated in writing in this Agreement.
- 15.8 That this Agreement constitutes the entire agreement between the Parties and to the extent of any inconsistency supersedes all previous arrangements, averments, representations whether direct or indirect or through any means of mass media between the Parties concerning the matters as are mentioned herein whether oral, written or implied.
- 15.9 That the Developer reserves the sole right to develop the unused areas and/or open and vacant areas / spaces in the said Project in accordance with the necessary sanctions, as and when, obtained by the Developer and the Allottee(s) shall have no objection or reservation, whatsoever towards the development of the same by the Developer or any of their appointed nominee(s) or assignee(s).
- 16 **Allottee ' s Confirmations and Undertakings**
- 16.1 The Allottee(s) has read and understood the terms of the Agreement and only after fully understanding the terms of the Agreement, knowingly, willingly and consensually accepted its terms and has affixed his signatures in token of the acceptance.
- 16.2 The Allottee(s) has read and understood the terms of the Policy under which the License has been granted to the Developer.
- 16.3 The Allottee(s) confirms that after handing over of the possession of the Flat in terms of this Agreement, the Allottee or its tenants or licensees shall have no rights whatsoever to make any additions, alterations, demolitions, erections or changes in the layout plan of the Flat or its elevation or its outer façade. In case the Allottee(s) does any act in contravention of the clause, the Developer and / or the Authorities are entitled to initiate appropriate proceedings as may be deemed fit and/or for recovery of any damages, costs and expenses incurred to restore the Flat to its original condition and position.

- 16.4 The Allottee(s) has further admitted and agreed to make the payment of any other and further amounts on account of revision of any of the Charges including but not limited to EDC on account of revision by the relevant Authorities or levy of any fresh taxes or levies. The Allottee(s) shall not question the demand raised by the Developer on account of revision of any Charges.
- 16.5 The Allottee(s) admits, accepts and acknowledges that the Allottee(s) has been informed of the fair and correct status of the approvals, sanctions, Carpet Area, layouts, location, size, sector and other relevant details of the Flat as asked or desired by the Allottee(s) and is thus accepting the present allotment of the Flat done by the Developer without any objections or concerns whatsoever.
- 16.6 The Allottee(s) has seen, reviewed and accepted the Payment Plan annexed herewith and the specifications as given in Annexure – C annexed to this Agreement and the Allottee(s) has accepted and consented to the same.
- 16.7 The Allottee(s) further authorizes the Developer to carry out such additions, alterations, deletions and modifications in the building plans of the tower, floor plans, layout plans of the flats / units including the number of flats / floors as the Developer may consider necessary or as directed by any competent Authority and / or by the architect at any time till the occupation certificate is granted.
- 16.8 The Allottee(s) further agrees and authorizes that the Developer shall have the right to make additions to or put up additional structure in / upon the tower or anywhere in the GH Colony as may be permitted by the competent Authorities and such additional structures shall be the sole property of the Developer which the Developer shall be entitled to dispose in any way it chooses without any interference on the part of the Allottee(s). The Developer is fully entitled to develop and construct additional floors on the towers / buildings of the GH Colony after obtaining sanction and permission from the relevant Authorities and the Allottee(s) undertakes and agrees to not to object or claim any rights, title or interest in the said additional floors to be constructed over the buildings / towers.
- 16.9 The Allottee(s) shall, after taking possession, be solely responsible to maintain the Flat along with parking at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Flat alongwith parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat alongwith parking and keep the Flat alongwith parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.10 The Allottee(s) and the association of allottees further undertakes, assures and guarantees that neither of them would put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee(s) and the association of allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) and the association of allottees shall not store any hazardous or combustible goods in the Flat and parking or place any heavy material in the common passages or staircase of the Building. The Promoter and the allottee(s)/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner the right of passage or access or common areas which otherwise are available for free access. The Allottee(s) and the association of allottees shall also not remove any wall, including the outer and load bearing wall of the Flat and parking, as the case may be including covering the balcony area through permanent or temporary structure(s)/ devices.
- 16.11 The Allottee(s) and the association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 17 **Alterations of unsold Flat(s)**  
The Developer shall have unfettered rights, without seeking any prior approval or consent from anyone in the GH Colony to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units/flats within the GH Colony and the Allottee(s) agrees not to raise any objections or make any claims on this account.
- 18 **Defect Liability:**
- 18.1 It is agreed that in case any structural defect or any other material defect in quality of the Flat is brought to the notice of the Developer within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within ninety days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the RERA Act.



18.2 Provided that, the Developer shall not be liable for any such structural/ architectural defect induced by any act, deed or thing done by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ designs.

19 **General Clauses**

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

19.2 The obligations undertaken by the Allottee(s) in general and specifically those regarding payments as stated herein in this Agreement, including but not limited to all Statutory Dues, any fresh incidence of taxes or any enhancement of such taxes thereof, water and electricity charges, shall be the conditions that run with the Flat irrespective of the owner/occupant of the Flat for the time being and they shall survive the conveyance / sale / transfer of the Flat by the Allottee(s) and be binding on the subsequent transferee, successors in interest and any person claiming through the Allottee(s) subject to the terms of the Policy. The Allottee(s) shall be bound to disclose these conditions in any transfer document executed by the Allottee(s) in future and they shall in turn be binding on the transferees, successors in interest and/or any other person claiming under them in the future and no owner / transferee of the Flat shall be entitled to put up a defense of non-disclosure of or lack of knowledge of such terms and conditions.

19.3 The Allottee(s) agrees and undertakes that the Allottee(s) shall not at any time before or after taking possession of the Flat have any right to object to the Developer constructing or continuing with the development and construction work of the GH Colony. The Allottee(s) further undertakes on account of the larger interest of the other Allottees / owners / occupants of the units in other buildings /structures to not to claim any relief or stay, injunction, etc. from any court/authority that may impede/cause delay in handing over possession therein to such Allottees / owners / occupants.

19.4 The Allottee(s) from the date of possession or Deemed Possession shall maintain the Flat at his cost and in a good habitable condition The Allottee(s) shall be solely responsible for any claim, loss or damage arising out of breach of any of these conditions.

19.5 The Developer has not authorized any other person or entity to receive any payment from the Allottee(s) by way of any commission, brokerage, premium or any other payment in cash or in kind for getting an allotment of a flat in the GH Colony and as such the Developer is not responsible for the Allottee(s) having made any such payment to any person or entity. Allottee(s) is only required to make all payments in the name of HL RESIDENCY to the Developer in the manner specified in this Agreement towards the allotment of the Flat along with such other charges as mentioned herein and for which appropriate receipts will be issued by the Developer.

19.6 The Allottee(s) hereby agrees that the Allottee(s) shall comply with and carry out, after he has taken over physical possession or Deemed Possession of the Flat, all requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by the Authorities in respect of the Flat from time to time at his own costs and expenses. The Allottee(s) shall keep the Developer indemnified, secure and harmless against all costs, consequences and damages arising on account of non-compliance with the said requirements, requisitions, demands and repairs from the date of such notice and in case a consolidated demand is made for the land and /or building as a whole, the same shall be payable and be paid by all the owners of the flats / units in a building in proportion to the Carpet Area of their respective flats. Any taxes, levies or charges coming into force or imposed thereafter on the Developer as a result of any legal claim, rule or notification, shall also be reimbursed by the Allottee(s) to the Developer which shall be payable on demand immediately.

19.7 This Agreement shall be signed and executed in duplicate and the Developer/Registration Authority shall retain one copy and provide one copy to the Allottee(s).

- 19.8 The Developer may modify, repair or otherwise make improvement to the project in accordance with specifications and in accordance with good industry practice, Applicable Laws and directives and shall for that purpose do all such acts, deeds and things necessary and expedient.
- 19.9 The size and location of the Flat is tentative and may change during the construction and development of the project. The Developer reserves the right to change the location and size of the Flat.
- 19.10 The Developer shall not be responsible for any postal delays and, or any claims and losses arising there from communication sent over registered email shall also be deemed to be delivered.
- 19.11 In case of any clarification or interpretation regarding these terms and conditions, the decision of the director(s) or any officer(s) authorized by the Developer in this regard shall be final and binding on the Allottee(s).
- 19.12 The Allottee(s) agree that the Developer shall have the right to transfer ownership rights of the said GH Colony being developed over the Project Land in whole or in parts, subject to complying with the Applicable Laws , to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangements as may be decided by the Developer without any intimation, written or otherwise to the Allottee(s) in its sole and absolute discretion and the Allottee(s) shall not raise any objection in this regard. However, the rights of the Allottee(s) vis a vis the Flat will not be affected in any manner whatsoever.
- 19.13 The Allottee(s) should correctly mention his/her Permanent Account Number (PAN), if the same is not provided then the Allotment may be summarily rejected. The Agreement should be signed by the Allottee(s) or his/her duly appointed and authorized attorney.
- 19.14 The Allottee(s) shall indemnify and keep the Developer, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s) as mentioned in the Agreement.
- 19.15 The name of the project is HL CITY, Sector – 37, BAHADURGARH, Haryana which shall not be changed under any circumstances. The Allottee(s) agree to use the word "HL CITY, SECTOR -37, BAHADURGARH", as necessary suffix and prefix for their correspondence address. It is further agreed that the name of all societies /associations relating to the said GH Colony or its user, maintenance etc. shall begin with words, "HL RESIDENCY".

## 20 **Waiver Not a Limitation To Enforce:**

- 20.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Annexure - B] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.
- 20.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## 21 **Indemnity**

The Allottee(s) hereby agrees that the Allottee(s) will abide by the terms and conditions of this Agreement and the Applicable Laws and should there be any contravention or non-compliance of any of the provisions of this Agreement or the rules, regulations or byelaws, statutory or otherwise, or any of the conditions of the approvals and sanctions obtained pertaining to and related to the project / GH Colony, the Allottee(s) shall be solely liable to indemnify against all claims, damages, costs and expenses that may be claimed, whether actually suffered or not, from the Developer arising out of any breach, non-compliance or violation thereof by the Allottee(s) or any person claiming through or under him. The Allottee(s) further undertakes to keep the Developer, its nominees, and its officers/employees fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time being in force as also of any of his representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them as a result or consequence, direct or indirect, of such breach or violation. The Allottee(s) hereby accepts and acknowledges that this indemnity would cover all acts of omissions and commissions on his part, his representatives and/or any other person claiming under/through him.

## 22 **Stamp Duty, Registration Fee & Administrative Charges**

The Allottee(s) shall bear all the stamp duties, registration fees/charges, Legal, Drafting and administrative charges and other related expenses for execution and registration of the Agreement and the Conveyance Deed of the Flat in favour of the Allottee(s). All administrative charges, legal expenses, incidental expenses including the Registration and Stamp Duty charges for the execution and registration of the Conveyance Deed shall be borne and paid by the Allottee(s) in addition of cost of flat. Legal and Administration Charges (Payable by the Allottee to the Advocate assigned by the Developer) – These charges include the expenses, costs and Facilitation & miscellaneous charges incurred by the Developer/Vendor firm in getting the agreement to sell and conveyance deed registered with the Sub-Registrar, Haryana and shall be in addition with the drafting charges as mentioned above.

23 **Conveyance Deed**

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

24 **Binding Effect**

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

25 **Entire Agreement**

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

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

27 **Addresses for Communications and Notices**

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

In case of Developer HL Residency (Proprietorship Firm) 8-Commercial Complex, HL CITY, Sector 37, Rohtak-Delhi Bypass, Bahadurgarh, Distt. Jhajjar, Haryana- 124507 Email Id : info@hlcity.in	In case of Allottee(s)
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27.2 In case of any change of addresses or email addresses, the Allottee(s) shall without fail get the new address recorded with the Developer. It shall be the responsibility of the Allottee(s) to inform the Developer about the subsequent changes, if any, in the address and obtain confirmation thereof in writing from the

Developer, failing which, all demand notices and letters posted at the address or email addresses mentioned above shall be deemed to have been received by the Allottee(s) within the time ordinarily taken by such communication and the Allottee(s) shall be responsible for any default in payment and/or other consequences that might follow there from including termination/cancellation of the allotment /Agreement. In case of change of address, the Allottee(s) undertakes to furnish the proof of address along with submitting an application for change of address so that the records of the Developer are updated and the communications are sent to the correct address. In the absence of submission of correct address or its proof with the Developer, the Developer shall not be held responsible for any delay or non-receipt of any of the communications or demand or letters by the Allottee(s) although the Developer will continue to inform the Allottee(s) through messages or over e-mails provided by the Allottee(s).

27.3 In case there are joint Allottee(s), all communication shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by them and which shall for all intents and purposes be deemed to have been served on all the Allottee(s) and no separate communications shall be necessary to the other named Allottee(s). All letters/notices and communications so sent to the Allottee(s) shall be deemed to have been duly received by all Allottee(s) within 5 days from the date of dispatch. However, if the Allottee(s) has opted for receiving all letters, communications and notices through email then all the letters, communications and notices will be sent to all the email ids as provided by the Allottee(s). But the Allottee(s) shall be solely responsible or liable for the non-receipt or returning of the emails from the provided email id(s) and the Allottee(s) has given his / her unconditional consent to not to claim before any adjudicating authority, court or tribunal that the Allottee(s) has not received the communications, letters or correspondence on the provided email id(s). Further, the Allottee(s) shall be solely responsible for any loss of communications, letters or correspondences from or through the said email ids. Any change in communication address and, or email ids shall be promptly intimated to the Developer in writing in the absence of which the communications being sent to the last known address or email ids shall be sufficient proof of giving the information to the Allottee(s) by the Vendor Firm.

27.4 In all communications to the Developer the reference of the said Customer ID No. and Unit Number must be mentioned clearly.

28 **Severability**

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

29 **Waiver**

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

30 **Headings / Captions**

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

31 **Governing Law**

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

32 **Arbitration**

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion failing which the same shall be adjudicated upon and settled through arbitration by a sole arbitrator to be appointed by Vendor/Developer only. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location within territory of Jhajjar district.

33 **Jurisdiction**

This Agreement shall be subject to the sole jurisdiction of the Courts at Bahadurgarh, District Jhajjar (Hr.).

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

For HL RESIDENCY (Proprietorship Firm)	ALLOTTEE(S)
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Authorized Signatory  (DEVELOPER/VENDOR FIRM)	
WITNESS 1:  Name:  Address:	WITNESS 2:  Name:  Address:

**SCHEDULE – I**  
**DETAILS OF THE PROJECT LAND**

Group housing Site (GH-3) measuring 60,750 Sq. Mtrs. at Industrial Model Township Rohtak, Phase- II/30-B, IMT, Rohtak (Hr.) allotted by Haryana State Industrial And Infrastructure Development Corporation Ltd. (Hereinafter referred as HSIIDC) vide Regular Letter of Allotment Ref. No. HSIIDC: RLA2024FEB05517 Dated: 23-Feb-2024 for development of a Group Housing Colony, AND WHEREAS the HSIIDC has handed over the possession of the said Group Housing Colony site vide their Reference no. Est/GH/Rohtak/PHY/2024/00013 Dated:- 04.04.2024 and No. HSIIDC/IPD/2024:09 dtd. 08.05.2024

**ANNEXURE - B**  
**Payment Plan**

<b>TIME OF PAYMENT</b>	<b>PERCENTAGE OF THE TOTAL CONSIDERATION PAYABLE</b>
At the Time of booking	15% of the Total Allotment Price along with applicable GST
At The Time of Start of Earthing Work	10% of the Total Allotment Price along with applicable GST
At The Time of Start of Basement Construction	10% of the Total Allotment Price along with applicable GST
At The Time of Basement Slab Casting	15% of the Total Allotment Price along with applicable GST
At The Time of 2 <sup>nd</sup> Floor Casting	10% of the Total Allotment Price along with applicable GST
At The Time of 4 <sup>th</sup> Floor Casting	10% of the Total Allotment Price along with applicable GST
At The Time of 6 <sup>th</sup> Floor Casting	10% of the Total Allotment Price along with applicable GST
At The Time of 8 <sup>th</sup> Floor Casting	10% of the Total Allotment Price along with applicable GST
At The Time of 10 <sup>th</sup> Floor Casting	5% of the Total Allotment Price along with applicable GST
At The Time of Occupation Certificate	5% of the Total Allotment Price along with applicable GST

**Note:** Tentative period for completion of Development of project is 5 years, but since mentioned flat has been booked under construction linked payment plan, hence instalment will be demanded as per construction stage and total payment may be completed sometime well before the period of 4 years.

परियोजना के विकास को पूरा करने की अनुमानित अवधि 5 वर्ष है, लेकिन चूंकि उल्लेखित फ्लैट को निर्माण से जुड़ी भुगतान योजना के अर्न्तगत बुक किया गया है, इसलिए निर्माण चरण के अनुसार किस्त की मांग की जाएगी और सम्पूर्ण रकम का भुगतान 5 वर्ष की अवधि से कुछ समय पहले भी पूरी हो सकता है।

**ANNEXURE – C**  
**SPECIFICATIONS**

Flooring	Rooms Kitchen Toilet Balcony - NON SKID TILES Common area -Vitrified Tiles	Vitrified tiles/Ceramic tiles Vitrified tiles/Ceramic tiles Vitrified tiles/Ceramic tiles
Door Window frame	MS Press steel FRAME.	
Door shutter	Flush Doors Shutter	
Wall Tiles	Bathroom Kitchen	Glazed Tiles upto 5 feet height Glazed Tiles upto 2 feet height above counter
Kitchen Counter top	Granite stone on RCC slab	
Wall finish	Wall Putty With (OBD)	
Plumbing fitting	ISI MARKED	
Sanitary fitting	ISI MARKED	
Electric fitting/ Wiring	ISI Marked	
Structure	RCC frames Structure designed for SEISMIC forces as per latest IS code	