

## FLAT BUYER AGREEMENT

This agreement along with all its annexures [**“Agreement”**] is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 [b>“Execution Date”] at Faridabad

### **BETWEEN**

**Agrasain Spaces LLP** a Limited liability partnership firm incorporated by Registrar, National Capital Territory of Delhi and Haryana in pursuant to section 12(1) of the Limited Liability Partnership Act, 2008, having its registered office at A-59, Sector 11, Faridabad (Haryana) through its authorized signatory Sh. Himanshu Gupta S/o Shri Parmod Kumar Gupta, hereinafter referred to as the **“Developer”**, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives, nominees and assigns of the **FIRST PART**.

### **AND**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter individually or collectively referred to as the **“Purchaser(s)”**, which expression shall unless repugnant to the context thereof, be deemed to mean and include his / her / their successors, legal heirs, executors, administrators, legal representatives and permitted assigns of the **SECOND PART**.

The Developer and the Purchaser(s) shall hereinafter be collectively referred to as the **“Parties”** and individually as a **“Party”**.

### **Recitals**

- A. Whereas the developer is absolute owner in possession of land measuring 5.35 acres comprising khasra nos. 31//17/1,17/2,17/3,18/1,24/1,24/2,25,34//5/2,35//1 in the revenue estate of village Mujeri, Sector 70, Faridabad (**“LAND”**). The developer has obtained license no. 13 of 2015 "License" from the Director General Town & Country Planning, Haryana (**“DGTCP”**) for development of an Affordable Group Housing Colony (**“AGH”**) under Affordable Housing Policy 2013 notified by the Haryana Govt. vide no. PF-27/48921, dated 19.08.2013 and as amended from time to time (**“Policy”**).
- B. Whereas the developer has got the building plans approved for the Affordable Group Housing Colony vide memo no. ZP-1104/SD(DK)/2016/993 dated 15-1-2016 from the office of DGTCP, Haryana and has also got the Environmental Clearance from **SEIAA** vide memo no SEIAA/HR/2016/279 dated 12-4-2016 in respect of above colony.
- C. Whereas the developer is legally competent to enter into this agreement.

- D. Whereas the Developer has conceived an Affordable Group Housing Colony under the name and style of “AAGMAN”. The layout plan of the AGH Colony “AAGMAN” is hereby annexed and shown as **Annexure-A**.
- E. Whereas the Purchaser(s) has submitted an application to the Developer for an allotment of a flat in “AAGMAN” project in accordance with the terms & conditions of Policy. The Purchaser(s) has further agreed and undertaken to abide by the terms and conditions of the Policy as well as the terms and conditions mentioned in the Application Form which has been submitted by the Purchaser(s) with the Developer for allotment of a flat in “AAGMAN” project.
- F. Whereas on the request of the Purchaser(s), the Developer has shown to the Purchaser(s) the copies of approved building plans, ownership record and all other documents relating to the title, competency and all other relevant details as desired by the Purchase(s). The Purchaser(s) has confirmed that he/she/they is/are fully satisfied in all respects with regard to the rights, title and interests of the Developer in the AGH Colony “AAGMAN”. The Purchaser(s) agreed that he/she/they has/have no objection concerning the title of land and competency of the developer in this project and in future he /she/ they will not investigate with respect to the entitlement or competency of the developer to develop the Affordable Group Housing Colony “AAGMAN”.
- G. Whereas the Developer through the committee constituted by the Govt. has conducted the draw of lots for allotment of flats in AGH colony “AAGMAN” on ..... in accordance with the terms & conditions of the Policy and License. The Purchaser(s) has been successful in the said draw of lot and has become entitled for an allotment of flat number .....in Tower no..... in the AGH Colony “AAGMAN”.
- H. Whereas the Purchaser(s) is entering into this Agreement with complete knowledge of all the laws, rules, regulations, notifications, etc. as are applicable to the AGH Colony especially the Purchaser(s) has read the terms and conditions of the Policy and has understood the terms thereof. The Purchaser(s) acknowledge that he/she/they has/have neither relied upon nor influenced by any architect's plans, sale 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 Land, the development area or the size or dimensions of the 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 Purchaser(s) has relied solely on its own judgment and investigation in deciding to enter into this Agreement and to accept the allotment of the 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.
- I. Whereas the Purchaser(s) has represented to the Developer that he/she/they is/are fully capable and self sufficient to pay the full consideration amount of the flat applied for allotment on the terms and conditions of the Developer. Further, the Purchaser(s) has clearly read and understood his/their rights, duties, responsibilities and obligations towards the Developer and the Purchaser (s) respectively as mentioned in this Agreement.
- J. Whereas, the Purchaser(s) has represented and warranted to the Developer that he/she/they is/are legally competent and has/have the power and authority to enter into and perform this Agreement.
- K. Whereas it is specially clarified by the Developer and duly accepted by the Purchaser(s) that the tentative layout plan of the flat is depicted and annexed herewith as **Annexure - B** and its Carpet

Area & Balcony Area, as mentioned below, which are the basis for calculation of the sale consideration amount of the flat under this Agreement which are subject to change till the construction of the building is complete in all respects and the competent authority issue the completion certificate / occupation certificate in respect of the building / Tower where in flat is situated.

### FLAT DETAILS

Tower no. \_\_\_\_\_ Flat no. \_\_\_\_\_ Floor \_\_\_\_\_

Carpet area \_\_\_\_\_ (Sq. Ft.) Balcony area \_\_\_\_\_ (Sq. Ft.)

### COST OF FLAT

Cost towards Carpet area @ Rs. 4000/- per Sq. Ft. = Rs. ....

Cost towards Balcony area @ Rs. 500/- per Sq. Ft. = Rs. ....

Total Cost Rs. ....

### PAYMENT SCHEDULE

- i) **5%** earnest money with application Rs. ....
- ii) **20%** at the time of allotment Rs. ....
- iii) Balance **75%** of total consideration amount to be paid in equal six half yearly installments as detailed below :

S.No.	Installment	Due Date	Amount (Rs.)
1.	1 <sup>st</sup>	...../...../ .....	
2.	2 <sup>nd</sup>	...../...../ .....	
3.	3 <sup>rd</sup>	...../...../ .....	
4.	4 <sup>th</sup>	...../...../ .....	
5.	5 <sup>th</sup>	...../...../ .....	
6.	6 <sup>th</sup>	...../...../ .....	

The purchaser (s) has paid a sum of Rs. .... till date against total consideration amount of flat allotted to him and has undertaken to pay the due installments on or before the dates mentioned above

L. Whereas the Developer has now agreed to allot the Flat No. .... in Tower No. .... to the purchaser(s) on the terms and conditions as appearing hereinafter.

**NOW THIS INDENTURE WITNESSETH** and it is hereby agreed by the Developer and Purchaser(s) hereto as follows:

### 1. Definitions

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

- 1.1 **“AGH Colony”** shall mean an Affordable Group Housing colony being developed by the Developer over the Land in accordance with the terms of the License and the Policy;
- 1.2 **“Administrative Charges”** shall include the expenses / charges to be incurred by the Developer towards preparation of conveyance deed, attestations, copying and other miscellaneous expenses while executing the conveyance deed of flat in favour of Purchaser(s);
- 1.3 **“Agreement”** shall mean the Flat Buyer's Agreement including all annexures, schedules and the plans as annexed to this Agreement including any amendments or modifications executed in writing between the Parties;
- 1.4 **“Allotment Price” or “AP”** shall mean the total sum calculated at the rate of Rs. 4000/- per sq. ft. (Rs. Four Thousand per sq. ft.) plus the amount towards Balcony area @ Rs. 500/- per Sq. ft. as notified under the Policy by the Government of Haryana or such other rate which the Haryana Government may notify subsequently under the Policy applicable in respect to the AGH Colony;
- 1.5 **“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 DGTCP, Haryana with respect to the Land, statutes, enactments, notifications, bye-laws, rules, regulations, estate management regulations, standing directions/instructions, layout plans and zoning plan of the AGH Colony, National Building Code as well as the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Rules 1965, bye-laws, Haryana building code – 2016, 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 power systems and rain water harvesting system by the concerned Authorities, any policy guidelines from Haryana State Government or Central Government or any directions or instructions issued by DGTCP Haryana, NGT and SEIAA from time to time regulating the development and construction of the AGH Colony by 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;
- 1.6 **“Application”** shall mean Application for allotment of a flat in **“AAGMAN”**, Sector - 70, Faridabad duly signed by the Purchaser(s) and submitted in the office of Developer;
- 1.7 **“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; environmental authorities, DGTCP, Haryana, Urban Development Authority (HUDA); D.H.B.V.N.L., electricity and water distribution authorities; municipal corporation, municipal authorities, fire department, pollution control department, Reserve Bank of India, 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 Affordable Group Housing Colony;

- 1.8 **“AGH Colony”** shall mean an Affordable Group Housing Colony conceived and floated by the Developer as **“AAGMAN”** project, the layout plan of which is annexed herewith as **Annexure - A**, and presently being developed by the Developer on the Land situated in Sector - 70, District Faridabad, Haryana as per the terms of the Policy, License and various other approvals and sanctions granted by the Govt./Authorities;
- 1.9 **“Balcony Area”** shall mean the area of all balconies in a flat adding up to and limited to 100 sq. ft. as permitted in the approved building plans;
- 1.10 **“Carpet area”** shall mean the net usable covered floor area bounded within the walls of the apartment but excluding the area covered by the walls and any balcony which is approved free of FAR, but including the area forming part of kitchen, toilets, bathrooms, store and built-in cupboard / almirah / shelf, which being usable covered area shall form part of the carpet area.
- 1.11 **“Charges”** shall mean and refer to collectively to all the charges including but not limited to Interest Free Maintenance Security Deposit (IFMS); Sewerage Connection Charges (SCC); Water Connection Charges (WCC); Electricity Connection Charges (ECC); Fire Fighting Charges (FFC); Registration and Stamp Duty Charges (RC) and any other charges as may be determined by the Developer but subject to applicability in accordance with the terms and conditions of the Policy. The Charges shall also include such amounts as may be determined by the Developer in its sole and absolute discretion owing to any revision or enhancement of any of the aforesaid Charges or levy of any new or additional charges of any kind by the Govt./ any Authority w.r.t. the AGH Colony, whether applicable retrospectively or prospectively;
- 1.12 **“Commencement Date”** shall be 12.04.2016 which is the date of Environmental Clearance given by SEIAA, Haryana for construction and development of AGH colony.
- 1.13 **“Common Areas and Facilities”** shall mean all such areas and facilities in a tower / building, which the Purchaser(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, escalators, area of cooling towers, security / fire control room(s), all electrical and fire-fighting shafts, D.G. shafts, , pressurization shafts, plumbing and fire shafts on all floors, staircases, munties, lift machine rooms and water tanks, in addition, entire service areas on the terrace including but not limited to electric sub-station, transformers, D.G. set rooms, underground water and other storage tanks, STP plant, pump rooms, maintenance and services rooms, 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. The Common Areas and Facilities shall remain undivided and no purchaser or occupier of any flat or any person shall be entitled to seek a partition or division of any part thereof;
- 1.14 **“Consideration amount”** shall mean and refer to the total cost of flat calculated on the basis of Carpet area and the balcony area of flat as per rates fixed by the Govt. in the policy. Consideration amount shall further include such amounts as may be determined by the Developer in its sole and absolute discretion owing to any revision, enhancement or levy of new or additional charges by the Govt. / any Authority w.r.t. the AGH Colony. The Consideration shall not include statutory dues, tax amount and Interest amount on delayed payment of installments as per policy;
- 1.15 **“Conveyance Deed”** shall mean a document duly executed by the developer in favour of Purchaser(s)



and registered in the office of Registrar, Ballabgarh for the purposes of transferring all rights, title and interests in the Flat (as defined hereinafter) by the Developer in favour of the Purchaser(s) upon receiving the entire consideration amount and other charges, taxes, interests, etc. from the Purchaser(s) as per the agreed terms of the Agreement. Subject to the terms of the Conveyance Deed, the Purchaser(s) shall be entitled to have the ownership rights over the Flat (as defined hereinafter);

- 1.16 **“Deemed Possession”** shall occur in favour of Developer on the failure of the Purchaser(s) to complete the payment and other formalities within the period as intimated vide Notice of Possession (as defined hereinafter);
- 1.17 **“DGTCP”** shall refer to the Director General, Town and Country Planning, Haryana;
- 1.18 **“Earnest Money”** shall mean 5 % of total consideration amount of flat or such other amount as may be notified by the Haryana Government in terms of the Policy.
- 1.19 **“Electrification Charges”** or **“EC”** shall mean the cost, paid or incurred, for installation of main electric substation, distribution substations, cost of land, feeding arrangements alongwith the electrical infrastructure, cost comprising, of the distribution networks, cables and trenches, electrical transformers, electrical switch, gears, 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 AGH Colony, the cost of supply of cables connecting feeder pillar to distribution boards at the Purchaser(s) flat and other facilitation equipments/charges plus administrative charges.
- 1.20 **“Flat”** shall mean flat No. \_\_\_\_\_ Type \_\_\_\_\_ Floor \_\_\_\_\_ Tower No. \_\_\_\_\_ in **“AAGMAN”** Sector - 70, Faridabad, Haryana allotted through the draw to the Purchaser(s) for and in lieu of agreeing to pay the Consideration amount to the Developer in accordance with the terms of the Agreement and shall include any alternative allotment of flat in place thereof ;
- 1.21 **“Force Majeure Events”** shall mean the events of happening of any unforeseen circumstances such as Act of God, fire, flood, earthquake, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of water, energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case, decree, injunction / stay, statutory government permissions, notifications, directives from any of the Authorities, amendment of Applicable Laws or any other cause(s) (whether similar or dissimilar to the foregoing) which are beyond the reasonable control of the Developer;
- 1.22 **“Forfeitable Amounts”** shall mean an amount equivalent to the sum prescribed in the policy, which is to be recovered by the developer from the purchaser(s) in case of surrender of allotment of flat by the purchaser(s) or cancellation by the developer in accordance with the policy;
- 1.23 **“Government Dues”** shall mean and include but not limited to any taxes etc, levies, cess or any other charges levied by the Govt./ any Authority including any enhancements or revision thereof, whether retrospectively or prospectively w.r.t. the AGH Colony;
- 1.24 **“Interest Amount”** shall mean all such sums of interest as are payable by the Purchaser(s) to the Developer 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.

- 1.25 **“Interest Free Maintenance Security Deposit”** or **“IFMS”** shall mean and refer to the non-interest bearing maintenance security deposit to be paid at the rate as decided by the developer at the time of offer of possession of flat.
- 1.26 **“Interest Rate”** shall mean the rate of interest @ fifteen percent (15 %) p.a. on the sum outstanding on the due date till the date of payment ;
- 1.27 **“Land”** shall mean the parcel of land measuring 5.35 acres under AGH colony **“AAGMAN”** falling in the revenue estate of village Mujeri, Tehsil Ballabgarh and District Faridabad, located in sector- 70, Faridabad, Haryana which is covered under licence no. 13 of 2015 issued by DGTCP, Haryana for development of an Affordable Group Housing Colony;
- 1.28 **“License”** shall mean the license bearing No. 13 of 2015 issued by DGTCP, Haryana for development of the Land into AGH Colony;
- 1.29 **“Maintenance Agreement”** shall mean an agreement to be executed between the Purchaser(s) and the Developer or the Maintenance Service Provider (as defined hereinafter), being nominee of the Developer, in the standard format prescribed by the Developer or its appointed agency or nominee (Maintenance Service Provider), which is applicable and binding on all the flat allottees and occupants of all flats in the AGH Colony. The agreement shall be executed for the purposes of upkeep and regular maintenance of the AGH Colony as a whole as the Flats derives its prestige, esteem and appeal from the ambience and high standards maintained in the AGH Colony and the proper up-keep and maintenance is an inseparable aspect of such prestige, esteem and appeal of the Flat;
- 1.30 **“Maintenance Charges”** shall mean all such charges and deposits including IFMS as may be demanded by the Developer or its nominated agency as maintenance service provider (as defined hereinafter), towards the regular upkeep, security and maintenance of the AGH Colony which includes maintenance, security, landscaping and maintenance of common areas and facilities with respect to their regular upkeep, maintenance and, or replacements;
- 1.31 **“Maintenance Service Provider”** shall mean the maintenance agency nominated and designated by the Developer to provide regular upkeep, security and maintenance / administration services in the AGH colony;
- 1.32 **“Notice of Possession”** shall mean a written notice given by the Developer to the Purchaser(s) thereby offering the physical possession of the Flat within 30 (thirty) days, or such period as may be specified in such notice;
- 1.33 **“Policy”** shall mean the policy applicable to the affordable group housing colony as promulgated by the Town and Country Planning Department, Haryana duly published in the Govt. gazette dated August 19, 2013 vide notification no. PF-27/48921 and shall also include the subsequent amendments or modifications thereof notified and published from time to time;
- 1.34 **“Payment schedule”** shall mean the schedule given under clause **“K”** of this agreement.
- 1.35 **“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.
- 1.36 **“Sale Consideration”** shall mean and refer to the consideration amount along with IFMS, SCC, WCC, ECC, FFC and RC and any enhanced amounts on account of any of the above (whether levied retrospectively or prospectively) or levy of any other additional/fresh Charge on the Flat by the Govt./any authority subsequently as made applicable under the policy;

- 1.37 **“Stamp Duty”** is the revenue collected by State Government (as defined hereinafter) on the registration of the conveyance deeds of the Flats of the AGH Colony to be executed by the Developer in favour of the Purchaser(s). The stamp duty/fee applicable on the Conveyance Deed shall be payable by the Purchaser(s) as per the rates notified by the Govt. as and when demanded by the Developer, in accordance with the terms of the Agreement.
- 1.38 **“State”** shall mean the state of Haryana.
- 1.39 **“State Government”** shall mean the Government of Haryana or any authority exercising the powers of the Government of Haryana.
- 1.40 **“Statutory Dues”** shall mean and include all, but not limited to taxes, levies, cess, charges, assessments, municipal taxes, property tax, infrastructure augmentation charges, infrastructure development tax, VAT, service tax, stamp duty / fines / penalties, any fresh incidence of tax and any other statutory charges etc. to be levied by Govt. / 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 AGH Colony, including any interest amount.
- 1.41 **“Tax Amount”** shall mean all such sums as are paid to the Govt./ any authority by the Developer on account of allotment of Flat in favour of Purchaser(s) including but not limited to VAT etc.
- 1.42 **“Utility Connection Charges”** or **“UCC”** shall mean electricity connection charges, water connection charges, sewer connection charges, storm water connection charges and road cutting charges, PNG cooking gas connection charges, Telephone and broad band connection charges etc .
- 1.43 **Interpretation**
- a. Headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation 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 also include the other gender;
    - [iii] the terms “hereof”, “herein”, “hereby”, “hereunder” and derivative or similar words refer to this entire Agreement;
    - [iv] the term “Clause” refers to the specified clauses 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, 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.

## 2. Consideration Amount/ Allotment Price and Charges

- 2.1 The Developer has agreed to sell, reserve / allot and the Purchaser(s) has agreed to purchase a flat bearing no. \_\_\_\_\_ Type \_\_\_\_\_ Floor \_\_\_\_\_ Tower No. \_\_\_\_\_ having a tentative Carpet Area \_\_\_\_\_ sq. ft, balcony area \_\_\_\_\_ sq. ft. approx. in “AAGMAN” project, Sector-70, Faridabad (“Flat”) for and in lieu of complying with the terms and conditions of the Agreement and making timely payments of the consideration amount by the Purchaser(s) to the Developer. The carpet area and balcony area of the Flat is tentative and shall be final on the basis of actual measurements of carpet area/balcony area at the time of grant of occupation certificate by the competent authority and subsequently handing over of possession of flat to the Purchaser(s) by the Developer. The Purchaser(s) has agreed to pay the Consideration amount as per Policy & **Payment Plan** amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) \_\_\_\_\_ along with due interest and other charges to the Developer.
- 2.2 The Purchaser(s) shall pay a total sum calculated at the Allotment Rate Rs. 4000/- sq. ft. on the Carpet Area of the Flat along with Rs. 500/- per sq. ft. of the Balcony Area along with such other Charges as may be determined by the Developer subject to the terms and conditions of the Policy including any of its subsequent amendment or modifications thereof. The Purchaser(s) shall be further liable to pay such Statutory Dues as may be applicable on the Consideration amount payable in respect to the Flat.
- 2.3 The Purchaser(s) has paid to the Developer 25% of the total consideration amount / allotment price ( 5% along with application and 20% at the time of allotment of flat) The balance 75% consideration amount shall be payable in six equated six monthly installments spread over on three years period as per **payment plan** indicated at clause “K” of this agreement.
- 2.4 The following charges shall be determined and conveyed by the Developer duly incorporated in the Notice of Possession to be sent to the Purchaser(s):
  - a. Interest Free Maintenance Security Deposit as decided by the developer at the time of possession.
  - b. Electricity Connection Charges - The same will include the proportionate cost of obtaining electricity connection from the DHBVNL Authority for the Flat allotted, electricity meter hire charges and other statutory charges paid or payable to DHBVNL Authority and any other related costs and expenses.
  - c. Utility Charges - The charges will include the usage charges for the sewerage connection, water supply, storm water disposal, solid waste management, and any other costs and expenses related thereto including the electricity charges towards lighting of common areas in AGH colony and operational charges of lifts, DG sets, electricity charges towards operation of pumps and electric motors etc. for maintenance of services in the AGH colony. The charges will be determined by the

Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s).

- d. Fire Fighting Charges - The charge will include the cost of providing and installation of fire fighting equipments / preventive measures in the AGH Colony and in the towers of the AGH Colony as per Applicable Law. Adequate fire fighting equipments as per Applicable Law existing as on the Execution Date shall be installed by the Developer and any additional fire fighting equipments, if any required inside the Flat, shall be installed by the Purchaser(s) at his / her own cost. Also, if due to any subsequent legislation / Government order, directives, guidelines or changes / 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 Purchaser(s) undertakes to pay the FFC within thirty (30) days from the date of written demand notice sent by the Developer. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s).
  - e. Any other charge(s) for the amenities / facilities to be provided or asked to be provided by the Developer in the AGH Colony shall be intimated to the Purchase(s). The Developer hereby confirm that the Developer has considered the present taxes, levies and charges payable to the State Government / Central Government and Authorities. However, it has been specifically agreed by and between the Parties herein that any fresh incidence of Statutory Dues levied by any of the Authority or increase on any of the existing Statutory Dues, even if it is with retrospective effect, shall be borne by the Purchaser(s) in proportion to the Carpet Area of the Flat. The Purchaser(s) undertake to pay such proportionate amount to the Developer within the time notified by the Developer in the demand notice.
- 2.6 The Developer has informed to the Purchaser(s) that no power back up facility is proposed to be provided in the flats. However the developer on the request of purchaser(s) may arrange power backup facility in the flats for which augmentation, maintenance and operational charges will be recovered from the purchaser(s) as agreed by them. In addition to the above the power backup recurring charges for operating the lifts and lighting the common areas including services in AGH colony shall be recovered proportionately from the purchaser(s) based on carpet area of flats on such terms and conditions as the Developer may deem fit and proper in its sole and absolute discretion.
- 2.7 The Developer shall be accepting all payments from the Purchaser(s) only by way of local demand drafts / bankers cheques / MICR cheques payable at par at Faridabad or by way of an electronic transfer in favour of **“AGRASAIN SPACES LLP”**. All cheques 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 Purchaser(s). If the Purchaser(s) makes the payment through an electronic transfer mode then the Purchaser(s) undertakes to intimate the Developer in writing about the same immediately on making the payment. The Purchaser(s) has been informed that the Developer will not accept any outstation cheques / demand drafts / bankers cheques.
- 2.8 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 Purchaser(s).
- 2.9 The Purchaser(s) hereby understands, agrees and expressly permits the Developer to adjust/ appropriate all payments made by the Purchaser(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.
- 2.10 The Developer has made clear to the Purchaser(s) that the provisions of interest or acceptance of late

payments along with interest and or such other charges with respect against the allotted Flat shall under no circumstances be construed to mean any general relaxation in the payment towards past, present or future dues against the flat 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.

- 2.11 The final Carpet Area and Balcony Area of the Flat shall be on the basis of actual measurements taken at the time of issue of completion certificate by the competent authority and as mentioned in the offer of possession of flat by the developer. The final and confirmed Carpet Area and Balcony Area of the Flat shall be incorporated in the Conveyance Deed. Any increase or decrease in the Carpet Area of the Flat and balcony area shall be payable or refunded as the case may be without any interest thereon and at the same rate as provided in the policy. No other claim, whatsoever, monetary or otherwise shall become due against the Developer by the Purchaser(s).
- 2.12 The Developer has made it abundantly clear to the Purchaser(s) that he/she /they shall be making the payments as per the terms of the Agreement to have the ownership rights/rights of usage of flat only as per the details given below :
- 1 The Purchaser(s) shall be entitled to the exclusive ownership of the carpet area & balcony area of the Flat only after payment of total consideration amount & payable charges to the developer.
  - 2 The Purchaser(s) shall also have undivided proportionate share in the Common Area's and Facilities within the tower in which the Flat is situated. The share of the Purchaser(s) in the Common Areas and Facilities of the block / tower is harmoniously situated along with the other owners of the flats in the tower, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is further made abundantly clear and the Purchaser(s) has understood that he/she/they shall also be entitled to undivided proportionate share in other common areas and facilities in AGH colony.
  - 3 The Purchaser(s) shall have the ownership of undivided proportionate share in the land underneath the block / tower in which the Flat of the Purchaser(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 Purchaser(s) and agreed by the Purchaser(s) that the Purchaser(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 AGH Colony.
  - 4 In addition to the above, the Purchaser(s) shall also be entitled to use the general commonly used areas and facilities within the AGH Colony, which may be within or outside the land underneath the tower in which flat is situated and the areas earmarked as commonly used areas by all the occupants of all the buildings to be constructed on the said Land. However, such commonly used areas and facilities earmarked for common use for all the occupants of AGH Colony shall not include the exclusive reserved open/covered parking space individually allotted to the respective occupants for parking of their two wheelers.
- 2.13 All lands except the general commonly used areas, facilities and amenities, paths, lands, etc. within the AGH Colony earmarked for common use falling outside the land underneath the said tower in which flat of the Purchaser(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, aaganwadi-cum-creche, community center or any other facilities / amenities are specifically excluded from the scope of this Agreement and the

Purchaser(s) shall have no ownership rights, no right of usage, no title, no interest or no claims, whatsoever, in any form or manner on such land(s), areas, facilities and amenities in the said portion of the Land or anywhere in the “AAGMAN” project other than as specifically agreed to herein. The Purchaser(s) hereby gives an irrevocable undertaking to the Developer that the Purchaser(s) shall never claim any rights, title or any interest in these land(s), area, 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 Purchaser(s) agrees that the Purchaser(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 being absolute 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 Purchaser(s) further confirms and represents that the Purchaser(s) has not made any payment to the Developer in any manner whatsoever and the Purchaser(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 Purchaser(s) shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said tower in which flat of the Purchaser(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 Purchaser(s). The Developer relying on the aforesaid understanding and undertaking of the Purchaser(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 tower in which the flat allotted to the Purchaser(s) is situated, has agreed to allot the Flat and this understanding and the undertaking of the Purchaser(s) shall survive throughout the period of occupancy of the Flat by the Purchaser(s), its legal representatives, successors, administrators, executors, assigns or nominees.

2.14 It is clearly agreed and understood between the Parties that this Agreement is only in respect of the Flat agreed to be sold in terms of this Agreement. The various community facilities such as shopping centre, community centre, aaganwadi-cum-creche, etc. will be constructed /provided by the developer in AGH colony in due course of time before offer of possession of flat.

2.15 A two wheeler parking space will be allotted to the purchaser(s) for the exclusive use of the Purchaser(s) and the said parking space shall be understood to be joint with the Flat and the same shall not have independent legal entity detachable from the Flat. The Purchaser(s) undertakes to not to sell or transfer or deal with the reserved parking space independent of the Flat. The Purchaser(s) undertakes to park his/her/their vehicle in the parking space allotted to him / her and not anywhere else in the AGH Colony. The Purchaser(s) agrees that all such reserved parking spaces allotted to the occupants of the flats in AGH Colony shall not form part of the common areas and facilities. The Purchaser(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 the provisions of this Agreement. Under no circumstances, the Purchaser shall have a right to enclose or to raise boundary or modify in any form the space for the reserved parking space allotted to purchaser(s).

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

3.1 The Developer is in the process of developing the AGH Colony in accordance with approved building plans for the Affordable Group Housing colony to be developed on the Land, as approved by the competent Authority, which has been explained to and understood by the Purchaser(s). However, if any



changes in the said approved building plans are required by any Authority(s), or otherwise required by the Developer, the same may be effected suitably, to which the Purchaser(s) hereby agrees and has given his/her consent to the Developer to carry out the same.

Provided in case 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 Purchaser(s). Further, if there is any increase or decrease in the Carpet Area of the Flat as a result thereof, then the Purchaser(s) shall be liable to pay the revised consideration amount and Charges for the purchase of the Flat calculated at the rates as mentioned in the Agreement/Policy.

- 3.2 The specifications of materials to be used for the construction of the Flat will be as per **Annexure – 'C'** annexed hereto.
- 3.3 The Purchaser(s) has also understood and agreed with the Developer that if due to any reason the changes are required to be made by the sanctioning Authorities or by the architect or by the Developer in the building plans of the AGH Colony, resulting into the increase or decrease in the carpet area and balcony area as mentioned herein or any change in its shape or location, the Purchaser(s) shall have no right to raise any claims, monetary or otherwise, except that the cost of flat will be calculated on the revised carpet area and balcony area as per the terms contained and agreed herein.
- 3.4 In the event of deletion /cancellation of the allotted Flat on account of reduction in overall number of Flat(s) in the AGH Colony or the allotted Flat is not being constructed due to any reasons whatsoever, then the Developer would allot an alternative flat in the AGH Colony, subject to the availability, and the Purchaser(s) shall be liable to pay the difference in the Consideration amount of alternative Flat, if any. The Purchaser(s) shall have no right to claim any damages, interests, etc. for any such change in the allotted Flat. The Purchaser(s) shall be obliged to accept the alternative flat allotted to him by the Developer.

#### 4. **Due Diligence**

The Purchaser(s) has carried out due diligence to his full 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 him/her/them It is hereby understood and agreed that upon signing of this Agreement, the Purchaser(s) is deemed to have completed all due diligence to his entire satisfaction.

#### 5. **Possession of Flat**

- 5.1 Handing over of possession of Flat :
- 1 Subject to Clause 14 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 Purchaser(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 Consideration 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 Purchaser(s) within a period of forty eight (48) months from the Commencement Date.
  - 2 The Developer shall give a Notice of possession to the Purchaser(s) wherein the Purchaser(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 Purchaser(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 Purchaser(s) fails to pay the consideration 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 Purchaser(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 Purchaser(s) thereafter.

- 3 Under no circumstances, the Purchaser(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 Purchaser(s) to complete the payment and necessary formalities and documentation within the specified period of thirty (30) days of Notice of Possession, the Purchaser(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.
- 4 The Purchaser(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 Purchaser(s) not being in default of any of the terms of this Agreement, the Developer shall refund the actual amount paid by the Purchaser(s) without any interest thereon but after deducting all the Forfeitable Amounts.
- 5 The Purchaser(s) agrees that if the Purchaser(s) fails, ignores or neglects to pay the final installment, as demanded by the Developer along with the Notice of Possession, then notwithstanding any other provisions contained herein, the Flat shall remain in possession of the Developer and, or the Maintenance Service Provider at the risks and costs of the Purchaser(s).
- 6 If the Developer fails to complete the construction of the Flat within the period as mentioned in this Agreement, then the Purchaser(s) agrees that the Developer shall be entitled to reasonable extension of time for delivery of possession of Flat.
- 7 That upon the taking over of possession of the Flat by the Purchaser(s), he/she/they 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.
- 8 Further, the Purchaser(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 the notice of possession, he/she/they 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 Purchaser(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.
- 9 The Purchaser(s) has understood that the possession of various towers comprised in the AGH 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 AGH Colony as and when completed. The delivery of the possession of the Flat to the Purchaser(s) is not at all dependent upon the completion of the AGH Colony and the common facilities planned therein.

## 6. Termination, cancellation and forfeiture :

- 6.1 Timely payment of each installment (as mentioned in **clause-'K'** of this agreement ) of the Consideration amount i.e. Cost of flat and charges as stated herein is the essence of this transaction / Agreement. In case payment of any installment as specified in this agreement is delayed, then the Purchaser(s) shall pay interest on the amount due @ 15% per annum. However, if the Purchaser(s) neglects, omits, ignores, or fails for any reason whatsoever to pay the installment/charges in time to the Developer as payable by the Purchaser(s), a reminder may be issued to him for depositing the due installments within 15 days from the date of issue of such notice/reminder. 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, failing which allotment will be cancelled. In such cases also an amount of Rs. 25000/- and other charges if payable, will be deducted by the developer and the balance amount shall be refunded to the Purchaser(s). Such flats may be considered by the committee for offer to those applicants falling in the waiting list.
- 6.2 It is agreed between the Parties that in case the Purchaser(s) fails, for any reason whatsoever, to pay to the Developer the due amounts / installments on time as per this Agreement, as stated here in above, and, or commits any breach of the undertakings and covenants contained herein, for any reason whatsoever, then the Developer shall be entitled to terminate this Agreement forthwith and refund the amount to the Applicant without any interest after forfeiting the Earnest Money and Forfeitable Amounts. Furthermore, the Developer shall be free to deal with the Flat in any manner whatsoever in his sole and absolute discretion as per policy. In such event, the Purchaser(s) hereby undertakes and agrees to relinquish / waive off all his rights, title and interest in the Flat. This is without prejudice to any other rights available to the Developer against the Purchaser(s) under the Agreement.
- 6.3 The Purchaser(s) has fully understood and agrees that in case he/she/they withdraw or surrender the 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 him/them without any interest. The Purchaser(s) shall be left with no right or interest over the Flat or any other common area of the AGH 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 or otherwise as per policy.
- 6.4 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) Purchaser(s) violates any of directions issued by the Developer, rules and regulations framed by any Authority or violates any terms and conditions of the Policy upon the Purchaser(s), OR (c) the Purchaser(s) participates in the activities against the Developer along with the other allottee(s) of the flats of the AGH Colony or instigates the other allottees of the flats of the AGH Colony or acts in any other manner detrimental to the interests of the Developer OR (d) any default on the part of the Purchaser(s) for breaching, violating the terms and conditions of allotment as per this Agreement, Maintenance 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.

## 7. Maintenance

- 7.1 The AGH Colony shall be maintained by the Developer or any of its designated or appointed nominee or agency for a period of five years from the date of receipt of the occupation certificate from the Competent Authority with respect to the AGH Colony.
- 7.2 The Developer shall appoint the Maintenance Service Provider on the completion of the Project in its sole and absolute discretion for maintaining the AGH Colony for the aforesaid period.

- 7.3 The Purchaser(s) shall execute the Maintenance Agreement with the Maintenance Service Provider in the standard format provided by the Maintenance Service Provider along with the Notice of Possession. Failure to execute the Maintenance Agreement by the Purchaser(s) shall be deemed to be a breach of the terms of the Agreement and the Developer shall be fully entitled to terminate the Agreement as per the terms contained herein and forfeit the Earnest Money along with Forfeitable Amounts and the balance amount (if any) will be refunded to the purchaser(s) as per the terms mentioned herein. In that event the Purchaser(s) shall not be left with any rights, title or interests or claims in the Flat.
- 7.4 The Purchaser(s) shall deposit IFMS with the Developer or the Maintenance Service Provider, as the case may be, as per the rate decided by the Developer. Failure to make the payment of IFMS shall be deemed to be a breach of the terms of the Agreement and the Developer shall be fully entitled to terminate the Agreement as per the terms contained herein and forfeit the Earnest Money along with Forfeitable Amounts and the balance amount (if any) will be refunded as per the terms mentioned herein. In that event the Purchaser(s) shall not be left with any rights, title or interests or claims in the Flat.
- 7.5 The maintenance and insurance of the house hold goods in the Flat shall always be the responsibility of the Purchaser(s) and the Developer shall not be liable for the maintenance and upkeep and insurance of the Flat or anything inside the Flat.
- 7.6 The maintenance Agreement shall contain the terms and conditions related to the upkeep and maintenance of the AGH Colony including the building in which the Flat is situated. The Maintenance Agreement shall further define the scope of maintenance and upkeep of various common services within the AGH Colony or building and outside has been described in detail therein.
- 7.7 After five years from the date of occupation certificate granted in respect to the AGH Colony, the maintenance of the AGH Colony will be handed over to the AGH Colony's flat owners' welfare association and the unutilized amount of IFMS collected from the flat owners of the AGH Colony shall also be handed over to the registered flat owner's welfare association of the AGH Colony and thereafter the Developer shall have no further obligation to provide any maintenance services to the AGH Colony.
- 7.8 The Purchaser(s) undertake that he shall become a member of the association of the flat owners of the AGH Colony to be registered and formed under Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including execution of necessary documents, declarations, undertakings, deeds, etc. as and when required by the Developer.
- 7.9 The service tax or any other taxes or levies on maintenance charges of the Flat and AGH Colony shall be proportionately borne by the Purchaser(s).
- 7.10 The Purchaser(s) or its assigns, agents or nominees shall comply with the rules and regulations laid down towards efficient provision and maintenance of areas /services in the AGH colony by the Developer or Maintenance Agency at all times up till the AGH colony is handed over by the developer to the AGH colony's flat owners welfare association.
- 7.11 The Purchaser(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 on making such security deposits/charges as may be fixed by the Maintenance Agency/Developer.

## **8. Transfer/Nomination**

- 8.1 Once the Flat is allotted to the Purchaser(s) and he/she/they make the payment of 25% of the

consideration amount and executes the Agreement, the allotment cannot be transferred by the Purchaser(s) to any other person and any such transfer or assignment by the Purchaser(s) shall not be binding on the Developer and the Developer shall not accept such transfer or nomination in its records prior to expiry of five years from the date of commencement of project as per policy.

- 8.2 The Purchaser(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 as provided in the policy.
- 8.3 In case the Purchaser(s) still commits the breach of the aforesaid conditions then in that event the Purchaser(s) shall be liable to pay a penalty of 200% of the Consideration amount to Town and Country Planning Department, Haryana as per policy. Upon failure to pay the penalty by the Purchaser(s), the Flat shall be resumed and shall be re-allotted to other persons in accordance with the terms of the Policy.

## **9. Statutory Taxes, Maintenance Charges and other Dues**

- 9.1 After execution of this Agreement the Purchaser(s) shall always be responsible and liable for the payment of all the Statutory Dues in proportionate share even if they are retrospective in effect, including interest levied or paid by the Developer as may be levied on the AGH Colony. In case any Statutory Dues are levied after the execution of the Conveyance Deed, the same shall also be payable by the Purchaser(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 Maintenance Service Provider.
- 9.2 The Purchaser(s) further understands and agrees that the External Development Charges (EDC) and Infrastructure Development Charges (IDC) have not been charged by the developer and the Purchaser(s) shall be liable to pay such amount proportionately to the developer /maintenance provider in case such additional charges under above heads are levied and demanded by the DGTCP Haryana over and above the charges levied at the time of grant of licence/permission later on after handing over of possession of flat.
- 9.3 In case any Authority imposes / levy additional Statutory Dues retrospectively or otherwise on account of development of infrastructure facilities, by whatever name called, the Purchaser(s) agrees to pay such additional Statutory Dues levied by the Authority either directly to the concerned Authority(ies) or to the Developer on pro-rata basis. In case the Conveyance Deed has already been executed in favour of the Purchaser(s) by the Developer and the Purchaser(s) refuses or neglects to pay any such new levy or imposition of any Statutory Dues as may be demanded by the Developer, then in that event the pro-rata demand made by the Developer on the Purchaser(s) shall be treated as unpaid sale consideration amount of the Flat and the Developer shall have first charge and lien on the Flat to the extent of such unpaid amount till such time the due amount is cleared by the Purchaser(s).
- 9.4 In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the Developer shall, upon completion of the AGH Colony, hand over the maintenance of common facilities and infrastructure (such as parks, green areas, roads, common areas, garbage collection and disposable facilities, STP plant, street lighting, water, security, waste management, gardening etc.) in the AGH Colony to a Maintenance Service Provider. The Purchaser(s) hereby agrees and undertakes to execute a Maintenance Agreement in the standard format prescribed by the Maintenance Service Provider or the Developer, which is applicable to all the flat owners of the AGH Colony. Due execution of the Maintenance Agreement shall form a condition precedent to hand over the possession and/or execution of the Conveyance Deed of the Flat. Refusal to execute the Maintenance Agreement by the Purchaser(s) shall entitle the Developer(s) to terminate and cancel the allotment of the Flat as per the terms of the Agreement.



- 9.5 The Purchaser(s) agrees to make the payment of such sums towards the security deposits for the electricity connection and other services connection charges which are not included in the Consideration amount of the Flat determined by the developer and the same shall be paid by the Purchaser(s) as and when demanded by the Developer or Maintenance Service Provider.
- 9.6 The Purchaser(s) shall permit the supervisors, agents of the Developer or the said 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 conditions all services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.
- 9.7 The Developer shall have first charge on the Flat for all its dues and other sums payable by the Purchaser(s) and similarly the Maintenance Service Provider shall have the Second charge on the Flat for all its dues and other sums payable by the Purchaser(s).
- 9.8 The relationship of the Developer with the Maintenance Service Provider designated for the maintenance of services shall be on principal-to-principal basis. The Developer shall not be liable or responsible for any acts of commission or omission thereof on the part of the Maintenance Service Provider and/or any other agencies, contractors and persons employed or engaged by the Maintenance Service Provider whether arising from the Maintenance Agreement or otherwise. The contract between the Purchaser(s) and the Maintenance Service Provider shall be independent and enforceable against the Maintenance Service Provider only and the Purchaser(s) hereby waives off his right to initiate any civil or criminal proceedings in the court of law against the Developer for any breach of the terms and covenants of the Maintenance Agreement or for any act of negligence by the Maintenance Service Provider.
- 9.9 In the event of non-payment of any of the dues to the Developer or in case of breach of any of the terms and conditions of this Agreement, by the Purchaser(s) the Developer / Maintenance Service Provider reserves its right to withdraw all or any of the facilities and also disconnect electric and, or water supply to the Flat or initiation of any other action as may be deemed fit by the Maintenance Service Provider in its sole and absolute discretion.

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

- 10.1 The Purchaser(s) hereby authorize and permit the Developer to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage of the Flat subject to the condition that the Flat shall be made free from all encumbrances at the time of execution of Conveyance Deed in favour of the Purchaser(s).
- 10.2 The Purchaser(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 hereinafter may be made or incurred pursuant to the terms herein or incidental thereto and such mortgage(s) or encumbrances shall not constitute an excuse for the Purchaser(s) for not completing the payment of the agreed Consideration amount including Charges of the Flat or performing all the Purchaser(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 execution and registration of the Conveyance Deed of the Flat in favour of the Purchaser(s), the Flat shall be made free and clear from all such encumbrances by the Developer.
- 10.3 In case the Purchaser(s) wants to avail a loan facility from any bank, financial institution or his employer



to facilitate the purchase of the Flat, the Developer shall facilitate the process but shall not be held liable for refusal to grant the loan to the Purchaser(s) owing to non-production of any document or deed. Further, the terms of the loan shall exclusively be binding and applicable on the Purchaser(s) only. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment plan shall rest exclusively on the Purchaser(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 Purchaser(s) failing which the Purchaser(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 Purchaser(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 and Water Connections**

- 11.1 The Purchaser(s) understands, agrees and undertakes that he/she/they shall on his own apply directly to Dakshin Haryana Bijli Vitran Nigam ("DHBVN")/Haryana Vidut Prasarn Nigam ("HVPN")/ State Electricity Boards ("SEBs") / 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 of DHBVN / HVPN / State Power and Transmission Utilities and the conditions of approved electrification plan. The Purchaser(s) agrees and undertakes to pay the electrification charges to the developer or its nominated maintenance service provider as stated herein.
- 11.2 In case the purchaser(s) fails to pay the aforesaid electrification charges or any other charges, then it shall be treated as unpaid portion of the consideration amount payable by the Purchaser(s) herein for the Flat and the conveyance deed of the Flat may be withheld / delayed by the developer till the full payments thereof are received. Further the purchaser(s) herein agrees that the maintenance service provider shall be entitled to withhold services to the Flat till the full payment of such deposits and charges are received by the developer. Further, in the event the developer / maintenance service provider becomes entitled to bulk supply of electrical energy, the Purchaser(s) herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Purchaser(s) rights to apply for individual/direct electricity 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 Purchaser(s). The Purchaser(s) also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Maintenance Service Provider, from time to time, for the purpose of availing the electricity supply/connection for the Purchaser(s). The Purchaser(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Maintenance Service Provider. It is agreed by the Purchaser(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 Purchaser(s) that the supply of electrical energy shall be subject to the availability of the same with the Maintenance Service Provider, and the Purchaser(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.

- 11.3 The Purchaser(s) further undertakes that it shall never default in making the payment of its proportionate share of water consumption charges and sewage maintenance/disposal charges, solid waste management charges, STP handling charges etc. to the Maintenance Service Provider.

**12. Timely Payment is the essence of this Agreement.**

- 12.1 Without prejudice to the rights of the Developer under the Agreement, the Developer may at its sole discretion waive off the breach by the Purchaser(s) in not making timely payments as per the Payment Plan as opted by the Purchaser(s) 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 @ 15% p.a. The decision of the Developer in this regard shall be final and binding upon the Parties.
- 12.2 The Purchaser(s) represented and warranted to the Developer that he/she/they are fully capable to make all the payments out of his/her/their own resources towards the cost of Flat and other charges as and when demanded by the Developer / Maintenance Service Provider. 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 Purchaser(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 Purchaser fully understands and agrees that the Purchaser(s) may obtain finance from any financial institution/bank or any other source but the Purchaser(s) obligation to purchase 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. Purchaser(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 Purchaser(s) from any bank/financial institution. Purchaser(s) shall not omit, ignore, withheld, fail or delay the due payments to the Developer in time as per the payment schedule in terms of this agreement or the due installments by the 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 Purchaser(s) fails to make the due payment in time, the Developer shall have right to terminate this Agreement in accordance with the terms & conditions of agreement.
- 12.3 The Purchaser(s) agrees that he/she shall arrange and provide no objection certificate from the financial institution / bank from whom the Purchaser(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 Purchaser(s).

**13. Statutory compliances and other obligations**

- 13.1 That the Purchaser(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 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 purchaser(s) shall keep the Developer indemnified and harmless against all such demands or requisitions.

- 13.2 The Purchaser(s) has read and fully understood and agreed and undertaken 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 AGH Colony and shall also abide by all the laws, bye-laws, building code, 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 and/or defined in the Maintenance Agreement and shall always fully observe and perform all the terms and conditions contained in this Agreement.
- 13.3 The Purchaser(s) shall not use/cause to be used the Flat for any other purpose except for residential use. The Purchaser(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 or may cause nuisance of any nature to the other occupants and inhabitants of the AGH Colony.
- 13.4 The Purchaser(s) if he/she is a Non-Resident Indian “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 certified copies of such permissions, approvals which are essential to enable the Developer to fulfill its obligations under this Agreement. The Purchaser(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 purchaser(s) shall alone be liable for any action under FEMA. The Purchaser(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 Purchaser(s) and such third party shall not have any right in this agreement / flat in any way or manner what so ever and Developer shall issue the payment receipts in favour of the purchaser(s) only. In case of any default thereof or its failure to comply with any such applicable provisions resulting in to the Purchaser(s) failure 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 Consideration amount 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 any change in the residential address of the Purchaser(s) after the execution of the Agreement, the Purchaser(s) shall inform the Developer in writing without delay.

#### **14. Force Majeure**

The compliance of the terms and conditions of this Agreement by the Developer shall be subject to force majeure circumstances such as act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of Law, any act of Government or intervention of statutory authorities / DGTCP or for any other cause not within and beyond the reasonable control of the Developer.

#### **15. Representations by the Developer**

- 15.1 The terms of the Agreement shall be modified, added, altered, changed, deleted, varied or qualified only by a written amendment to the present Agreement solely at the discretion of the Developer.
- 15.2 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.

- 15.3 That this Agreement will supersede 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.
- 15.4 That the Developer reserves the sole right to develop the unused areas and/or common areas in the said project in accordance with the necessary sanctions, as and when, obtained by the Developer and the Purchaser(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. Purchaser's Confirmations and Undertakings**

- 16.1 The purchaser(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 the terms contained herein and has affixed his signatures in token of his/her acceptance.
- 16.2 The purchaser(s) has read and understood the terms of the Policy under which the License has been granted by the DGTCP, Haryana to the Developer.
- 16.3 The purchaser(s) confirms that after handing over of possession of the flat in terms of this agreement, the purchaser or its tenants or licenses shall have no rights whatsoever to make any additions, alterations, demolitions, erections or change in the layout plan of the flat or its elevation or its outer facade. In case the purchaser(s) does any act in contravention of this clause, the Developer / Maintenance Service provider and / or the Authorities will be entitled to initiate appropriate proceedings as may be deemed fit against the purchaser(s) and/or for recovery of any damages, costs and expenses incurred on restoration of the Flat in its original condition and position.
- 16.4 The purchaser(s) has further admitted and agreed to make the payment of any other and further amount on account of revision of any of the charges on account of fresh levy or revision by the DGTCP Haryana/ Concerned Authorities. The Purchaser(s) shall not question the demand raised by the Developer on account of fresh levy or revision of any Charges.
- 16.5 The purchaser(s) admits, accepts and acknowledge that he/she has been informed about the fair and correct status of the approvals, sanctions, Carpet Area, layouts, location, size, sector and other relevant details of the Flat and project as asked or desired by him/her and is thus accepting the present allotment of the Flat done by the Developer without any objections or concerns whatsoever.
- 16.6 The Purchaser(s) has seen, reviewed and accepted the Payment schedule at **clause 'K'** of this agreement and the specifications as given in **Annexure - C** annexed to this Agreement and the Purchaser(s) has accepted and consented to the same.
- 16.7 The Purchaser(s) further authorize the developer to carry out such additions, alterations, deletions and modifications in the building plans of the tower, floor plan, layout plan of the flat including the number of flat / floor as the Developer may consider necessary or as directed by any competent Authority and/or by the architect till such time the occupation certificate is obtained and possession delivered to the purchaser(s).
- 16.8 The purchaser(s) further agree and authorize the developer to have the right to make additions to the flat or to put up additional structure in / upon the tower or anywhere in the AGH Colony as may be permitted by the competent authorities and such additional structures shall be the sole property of the Developer which can be disposed off by him in any way or manner without any interference and after obtaining sanction / permission from the competent authority and the purchaser(s) further undertake and agree that he/she will not object or claim any right, title or interest in the additional floors to be constructed over the buildings/towers.



## 17. Alterations of unsold Flat(s)

The developer shall have unfettered rights, without seeking any prior approval or consent from the purchaser(s) of flats in the AGH Colony for making any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold flats within the AGH Colony and the Purchaser(s) agrees not to raise any objections or make any claims on this account.

## 18. General Clauses

- 18.1 The purchaser(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 AGH Colony. In such an eventuality the Purchaser(s) fully concurs and confirms that the Purchaser(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 AGH Colony or to the Purchaser(s) directly and has noted the possibility of it being the only distributor or supplier of the power / electricity to the purchaser(s), to the exclusion of power supply from DHBVN / State Electricity Boards (SEBs)/ any other source. The Purchaser(s) further agrees that this arrangement could be provided within the various complexes of Faridabad, Haryana by the developer or its agents directly or through the respective residents welfare association of such complexes. It is further agreed by the purchaser(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 Faridabad, Haryana including within or nearby the AGH Colony.
- 18.2 The obligations undertaken by the purchaser(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, maintenance charges, water and electricity charges etc. 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 Purchaser(s) after prescribed time in the policy and be binding on the subsequent transferee, successors in interest and any person claiming through the Purchaser(s) subject to the terms of the Policy. The Purchaser(s) shall be bound to disclose these conditions in any transfer document executed by the purchaser(s) in future and these 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.
- 18.3 The purchaser(s) agrees and undertakes that he/she/they shall not at any time before or after taking possession of the Flat have any right to object to the developer raising construction or continuing with the development and construction work in the AGH Colony. The Purchaser(s) further undertake on account of the larger interest of the other purchasers / owners / occupants of the flats in other towers not to claim any relief or stay, injunction, etc. from any court/authority that may impede/cause delay in handing over the possession of flats to such purchasers / owners / occupants.
- 18.4 The purchaser(s) from the date of possession or deemed possession, shall maintain the flat at his cost and in a good habitable conditions and shall not do or cause to be done anything in or to the Flat or the staircases, shafts, and common passages / areas or the compound, which may be against the rules or bye-laws of any authority or of the Maintenance Service Provider nor shall the Purchaser(s) change or



make any addition or alteration in or to the Flat including the terrace. Purchaser(s) shall be solely responsible for any claim, loss or damage arising out of breach of any of these conditions.

- 18.5 The purchaser(s) hereby covenants with the developer that from the date of receiving the physical possession or deemed possession, as stated hereinabove, he shall at his own cost keep the Flat, its walls and partitions, sewer, drains, pipes and appurtenances thereto or belonging thereto, in good and proper condition and ensure that the structural safety of the Flat and the building is not in anyway damaged, compromised or jeopardized.
- 18.6 The Purchaser(s) hereby agrees that he/she shall comply with and carry out (after taking 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 in respect of the flat from time to time, at his own cost and expenses. The purchaser(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 jointly by all the owners of the flats in the tower 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 Purchaser(s) to the Developer which shall be payable on demand immediately.
- 18.7 This Agreement shall be signed and executed in duplicate and the Developer shall retain one copy and provide one copy to the Purchaser(s).
- 18.8 The Developer may modify, repair or otherwise make improvement to the project in accordance with specifications and in accordance with good industry practice, applicable Indian laws and directives and for that purpose shall do all such acts, deeds and things necessary and expedient.
- 18.9 The size of the flat is tentative and may change during the construction. The final carpet area of flat and balcony area shall be as actually measured at the time of handing over the possession of flat. In case there is any change in the carpet area/ balcony area then the purchaser(s) shall make the payment for the increased area. In case there is any decrease in carpet area then proportionate amount will be refunded / adjusted by the developer against due payments if any.
- 18.10 The Developer shall not be responsible for any postal delays and, or any claims and losses arising there from.
- 18.11 In case of any clarification or interpretation regarding these terms and conditions, the decision of the Developer or any officer(s) authorized by the Developer in this regard shall be final and binding on the Purchaser(s).
- 18.12 The Purchaser(s) agree that the Developer shall have the right to transfer ownership rights of the said AGH Colony being developed over the Land in whole or in parts, subject to compliance of all the rules and regulations, 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 Purchaser(s) in its sole and absolute discretion and the Purchaser(s) shall not raise any objection in this regard. However, the rights of the Purchaser(s) vis-a-vis the Flat will not be affected in any manner whatsoever.
- 18.13 The Purchaser(s) should correctly mention his/her Permanent Account Number (PAN), if the same is not provided then the Allotment is liable to be summarily rejected. The Agreement should be signed by the Purchaser(s) or his/her duly appointed and authorized attorney.

- 18.14 The Purchaser(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 Purchaser(s) as mentioned in the Agreement.
- 18.15 The name of the project is '**AAGMAN**', **Sector-70, Faridabad** which shall not be changed under any circumstances. The Purchaser(s) agree to use the word “**AAGMAN, Sector-70, Faridabad**”, as necessary suffix and prefix for their correspondence address.

## **19. Indemnity**

The Purchaser(s) hereby agrees that he/she will abide by the terms and conditions of this Agreement and the Applicable Laws and in case of any contravention or non-compliance of any of the provisions of this Agreement or the rules, regulations or bye laws, statutory or otherwise, or any of the conditions of the approvals and sanctions obtained pertaining to and related to the project / AGH Colony he/she/they shall be solely liable to indemnify the developer against all claims, damages, costs and expenses that may be claimed, whether actually suffered or not, arising out of any breach, non-compliance or violation thereof by he/she/they or any person claiming through or under him. The Purchaser(s) further undertakes to keep the Developer, its nominees, Maintenance Service Provider and its officers/employees fully indemnified and harmless from and against all the consequences of breach by the Purchaser(s) of any terms and conditions of this Agreement or Maintenance Agreement or any law for the time being in force and 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, or such breach or violation. The Purchaser(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.

## **20. Stamp Duty**

The Purchaser(s) shall bear all the stamp duties, registration fees/charges and other related expenses for execution of the Agreement and registration of the Conveyance Deed of the Flat in his/her favour.

## **21. Conveyance Deed**

The Purchaser(s) agrees to pay the registration and stamp duty charges, Administrative Charges, legal expenses and all other incidental expenses for execution and 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 Purchaser(s) only after the receipt of total Consideration amount including all Charges and Statutory Dues including any enhancements and fresh incidence of tax as agreed hereinabove along with connected expenses. The standard draft of the conveyance deed to be registered by the Developer in favour of the Purchaser(s) shall be provided by the Developer.

## **22. Binding Effect**

If the Purchaser(s) fails to execute and deliver this Agreement within thirty (30) days from the date of its dispatch then it shall be deemed that the Purchaser(s) is not interested in continuing with the allotment and in that event the allotment of flat in the name of Purchaser(s) shall be treated as cancelled and the Purchaser(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.

## 23. Entire Agreement

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

## 24. Provisions of this Agreement applicable to Occupiers/Subsequent Purchaser(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 / AGH Colony, shall equally be applicable to and enforceable against the Purchaser(s) and all occupiers, tenants, licences and/or subsequent purchasers/assignes/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.

## 25. Addresses for Communications and Notices

- 25.1 The Purchaser(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 address by way of reputed courier or registered post or speed post shall be deemed to be validity served on them,

### In case of Developer

\_\_\_\_\_

M/s Agrasain Spaces LLP.

\_\_\_\_\_

A-59, Sector 11, Faridabad 121006

\_\_\_\_\_

Haryana

\_\_\_\_\_

### In case of Purchaser(s)

- 25.2 In case of any change in address, the Purchaser(s) shall without fail get the new address recorded with the Developer. It shall be the responsibility of the Purchaser(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 mentioned above shall be deemed to have been received by the Purchaser(s) within the time ordinarily taken by such communication and the Purchaser(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 any change in address, the purchaser(s) undertakes to furnish the proof of changed address along with an application for change of address so that the records of the developer are updated and the communications are sent on the correct address in future. 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 Purchaser(s) although the developer will continue to inform the Purchaser(s) through messages or through e-mails on the address provided by the Purchaser(s).

25.3 In case there are joint Purchaser(s), all communication shall be sent by the Developer to the Purchaser(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 Purchaser(s) and no separate communications shall be necessary to the other named Purchaser(s). All letters/notices and communications so sent to the Purchaser(s) shall be deemed to have been duly received by all purchaser(s) within 5 days from the date of dispatch.

25.4 In all communications to the developer customer code no. and unit number must be mentioned clearly by the purchaser(s).

## 26. 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.

## 27. Waiver

27.1 There shall be no waiver of the rights available herein to the Developer, its assignees, nominee(s) or the maintenance service provider. 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 or remedy or a waiver of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.

27.2 Upon possession (proprietary or otherwise) of the Flat being given to the purchaser(s), the Purchaser(s) shall have no claim against the Developer with regard to carpet area, location, any item of work, quality of work, materials, installations, etc. in the Flat or on any ground whatsoever and all such claims, if any, shall be deemed to have been waived by the purchaser(s) against the developer. Any complaints that the Purchaser(s) may have with respect to the said flat, shall first be resolved by the purchaser(s) with the Developer before taking over the possession of the Flat.

## 28. 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 / clause in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.

## 29. Use of generic terminology

Any reference in this agreement to the masculine, feminine or neuter genders includes the other too and references to the singular includes the plural and vice versa, unless the context otherwise requires. The terms “herein”, “hereto”, “hereunder”, “hereof”, or “thereof” or similar terms used in this agreement refer to this entire Agreement and not to the particular provision in which the term is used except where

the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

**30. Governing Laws**

This agreement shall be governed by and construed in accordance with the applicable laws/policy of Haryana, India.

**31. Arbitration**

Any dispute 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 discussions failing which the same shall be adjudicated upon and settled through arbitration by the sole arbitrator so appointed by the designated partners of Agrasain Spaces LLP. The arbitration proceedings shall be held at an appropriate location at Faridabad by the sole arbitrator, whose decision shall be final and binding upon the Parties. The purchaser(s) shall not raise any objection on the appointment of sole arbitrator by the Designated Partners of M/s Agrasain Spaces LLP.

**32. Jurisdiction**

This Agreement shall be subject to the sole jurisdiction of the Courts at Faridabad, Haryana.

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

For M/s Agrasain Spaces LLP.

PURCHASER(S)

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**Authorised Signatory  
(DEVELOPER)**

**Witness :**

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**Witness :**

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## ANNEXURE - A



Layout Plan

## ANNEXURE - B

3BHK



TYPE-A  
CARPET AREA- 629.35 Sq.ft.  
BALCONY AREA- 100 Sq.ft.  
SUPER AREA- 960 Sq.ft.

## ANNEXURE - B

### Floor Plans

#### 2 BHK



#### 1 BHK + Study



## ANNEXURE - C

### SPECIFICATIONS

- ♦ **Flooring:** Bedrooms, living area, kitchen, toilets & balconies –antiskid ceramic tiles ; in lift lobby & stair case : kota stone
- ♦ **Wall Finish :** Plaster with OBD.
- ♦ **Wall Tiles :** Ceramic tiles : In kitchen up to 2 ft. height above slab /counter, in toilets up to 7 ft. height.
- ♦ **Kitchen :** Slab platform with pre polish granite and single bowl SS sink.
- ♦ **Doors :** Painted scrap steel frame with flush door shutter
- ♦ **Windows :** Glazed MS shutter
- ♦ **Sanitary fitting fixtures :** Standard chinaware & CP fittings.
- ♦ **Electrical fittings :** standard switches / sockets ISI mark.
- ♦ **Railing :** MS