

ANNEXURE 'A'

[See rule 8]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ (Date) day of ____ (Month), 20____,
By and Between

M/s. Global Horizon Holding Private Limited (CIN No. U70101DL2014PTC263654), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at B-2/201, Basement , Safdarjung Enclave , New Delhi-110029 and its corporate office at P903-905, 9th Floor, C wing, JMD Megapolis, Sector-48, Sohna Road, Gurgaon, Haryana-122018 (PAN - AAGCG3543F), signed by its authorized signatory Mr. Lalit Kumar Sharma (Adhaar No. 622191742241) or Mr. Harshit Singla (Adhaar No. 943575014048) jointly authorized vide board resolution dated 3rd September 2021, represented by Mr. _____ (Adhaar No. _____), authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr. _____ (Aadhar no. _____) S/ of _____, aged about _____, residing at _____, (PAN No. GAUPS3783N), hereinafter called the "FirstAllottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignee).

AND

Mrs. _____ (Aadhar no. _____) W/ of _____, aged about _____, residing at _____ (PAN No. AXSPP6146R), hereinafter called the "Joint Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignee).

Contd....

DEFINITIONS:

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of khasra nos. - 1/2, 2/2, 3/2, 4/2, 7, 8/1, 9min, 26min, 10, 11/1min, 14/1/1, 14/1/2min, 14/2min, 12min, 4/2min, 7/1min, 5/2min, 6 totally admeasuring 7.89375 acres situated at Sector-33_in Tehsil & District Gurugram vide sale deed(s) dated i) 3755 dated 16/07/2012 ii) 3754 dated 23/08/2012 iii) 2850 dated 16/07/2012 iv) 2851 dated 16/07/2012 and 2815 dated 13/07/2012 registered at the office of the Sub-Registrar, Gurugram, Haryana.
- B. The said Land is earmarked for the purpose of plotted development of, a Residential cum commercial project, comprising 127 plots and the said project shall be known as 'FLORA AVENUE 33 ("Project")': Provided that where land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it has been approved by the competent authority;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been complied with;
- D. Director Town and Country Planning, Government of Haryana, at Chandigarh ("DTCP") has granted the approval/sanction to develop the Project vide approval dated _08-03-2019 bearing license/sanction No. 58 of 2019 & 88 of 2022 Dated: - 06/07/2022.
- E. The Promoter has complied with the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Project as the case may be, from **Director Town and Country Planning, Government of Haryana, at Chandigarh ("DTCP")**. Consequently, the promoter has received the completion certificate dated. 23-08-2023 bearing **Memo number – LC-3972/JE(SB)-2023/27768**.
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration No. _____;
- G. The Allottee had applied for residential Floor in the Project vide application no. ----- dated ----- and has been allotted Floor no. ----- **Floor** having carpet area of ----- square feet ("Building") and balcony area of -- ----- square feet along with stilt as permissible under the applicable law and right in the common areas ("Common Areas") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, and regulations, notifications, etc., applicable in the State and related to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Floor for Residential usage (as the case may be) along with parking as specified in Para G.
NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the residential unit as specified in Para G.

1.2 The Total Price of Floor for Residential along with parking (if applicable) as per approved demarcation/zoning plan (whichever is applicable) is Rs. -----.**00 + GST** (-----
----- **+ GST only**) ("**Total Price**")

Floor No: -	
Type: - Residential	
Floor: - Floor	
Total price (in rupees)	-----. 00+GST

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Unit Residential along with parking;
- (ii) The Total Price as mentioned above includes all charges (Cess or any other taxes/fees/charges/levies etc. which have been levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Unit Residential along with parking to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:
Provided that, in case there is any change/modification in the taxes/charges/ fees/levies or any modification in interpretation of law by the department, the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification and the promoter shall have the right to seek recovery of such charges from the buyer in future as well.
- Provided further that IFMS and Possession charges shall be charged extra and shall be payable at the time of possession of the unit.
- (iii) Allottee shall have equal terrace rights along with other allottees in the same building.
- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/ levies etc. paid or demanded in future along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

- (v) The Total Price of Unit along with parking includes recovery of price of land, development/construction of not only of the Unit but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit Residential along with parking in the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges and/or increase in cost index of raw materials which may be levied or imposed or notified by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at State Bank of India highest marginal cost of lending rate in last 3 years per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).
- 1.6 It is agreed that the Allottee/Buyer shall not make any additions and alterations in the sanctioned building plans in respect of the apartment, plot or building, as the case maybe, which may jeopardize the compliance of the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Allottee may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Residential unit along with parking as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit for Residential along with parking
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities, once formed or after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- 1.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the floor/unit to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other

encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.9 The Allottee has paid a sum of (Rs. _____ only) as booking amount being part payment towards the Total Price of the Unit for Residential along with parking at the time of application (Other than IFMS & Possession charges); the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit Residential along with parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of 'Global Horizon Holding Private Limited' payable at Gurgaon.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit for Residential applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Contd....

Authorize Signatory

5 TIME IS ESSENCE:

The Allottee/Buyer shall abide by the time schedule for completing the payment as outlined at the time of signing of this Agreement and towards payment for the Unit for Residential use alongwith parking to the Allottee(s) and any other subsequent payment for use and maintenance of the common areas to the association of allottees or the competent authority, as the case may be, as provided under the Rules, 2017.

6 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

The Allottee has seen and is satisfied with the layout plan/demarcation-cum-zoning/site plan/ building plan, specifications, amenities, facilities, etc. of the said Unit for Residential usage along with parking at the site where it is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been provided by the promoter as approved by the competent authority.

The Promoter has developed the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. And the provisions and norms prescribed by the **DGTCP- Haryana for projects registered under the Deen Dayal Jan Awas Yojna- affordable plotted housing policy 2016** and has not made any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made there under or as per approvals/instructions/guidelines of the competent authorities, and the Allottee/ Buyer has satisfied itself of the same after scrutinising the documents which are available in public domain and maybe provided by the promotor for verification upon written request. The promoter shall not be liable for any future variation/alteration/modification in the building plan or layout plan as the continued compliance of the same shall be the sole responsibility of the Allottee/Buyer from the date of this Agreement.

7 POSSESSION OF THE UNIT

7.1 Schedule for possession of the said Unit for Residential along with parking - The Allottee/buyer agrees and understands that timely payment as per the payment schedule for possession of the Unit for Residential use along with parking to the Allottee(s) and the subsequent payment of common areas charges, if any, to the association of allottees or the competent authority, as the case may be, as provided under Rules, 2017, is the essence of this Agreement.

The Promoter assures to hand over possession of the Unit for Residential along with parking as per agreed terms and conditions/RERA Registration certificate unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the possession and handover of possession of the residential unit. In such a scenario, the promoter delay in handing over of possession shall not be considered a breach of this agreement.

7.2 (A) Procedure for taking possession of Plot-

The Promoter, has obtained the approved demarcation-cum-zoning plan/provision of services by the colonizer/promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of signing of this Agreement. The Promoter has shown a copy (on demand) of approved demarcation-cum-zoning plan/provision of services by the colonizer/part completion certificate in respect of plotted development at the time of signing of this agreement. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

(B) Procedure for taking possession of built-up Unit-

The Promoter, has obtained the occupation certificate or part thereof of building blocks in respect of Deen Dayal Jan Awas Yojna Housing policy along with parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of signing of this Agreement.

The Promoter has shown a copy (on demand) of occupation certificate or part thereof in respect of Deen Dayal Jan Awas Yojna Housing Policy along with parking (if applicable) at the time of signing of this agreement. . The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of Unit for Residential along with parking –

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit for Residential along with parking from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit for Residential along with parking to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails take possession within the time provided in para 7.2. such allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 Possession by the Allottee-

The Promoter has obtained the occupation certificate of the building blocks in respect of Deen dayal Housing colony/ approved Zoning-cum-Demarcation Plan/provision of the services by the colonizer/promoter, duly certifying/part completion, in respect of a plotted colony, as the case may be and shall be handing over the physical possession of the Unit for Residential along with parking to the Allottee(s) within a period of three months from the date of signing of this agreement. It shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the _____ amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate in last 3 years plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

7.6 ["Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment Compensation –

The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.";]

Except for occurrence of a "*force majeure*", Court orders, Government policy/guidelines, decisions, if the promoter is unable to give possession of the Unit.

- (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit for Residential along with parking, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit for Residential along with parking, which shall be paid by the promoter to the allottee within ninety days of it becoming due. However, such Return of amount shall not be done where the discontinuance of the business as a promoter / developer does not impact the physical possession / use and enjoyment of the residential unit by the allottee.
In case obligation is not complied with by the promoter

- (ii) The authority shall order to return the total amount received by the promoter in respect of the Unit for Residential along with parking, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.
- (iii) In case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iv) If the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Unit for Residential along with parking.
- (v) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the “*force majeure*”, Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to offer possession of the developed residential Unit to the Allottee within the time period of three months from the signing of this agreement. For the purpose of this Para, the Allottee has physically inspected the Unit and is satisfied that the same is in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

[OR]

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

- (ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. However, where such discontinuance does not impact the actual physical possession/ use and enjoyment of the unit by the Allottee, it shall not be termed as a event of default.

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

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

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit for Residential along with parking in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the _____ amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate of last 3 years plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

[In case the obligations as above are not complied with either by the allottee or the promoter, the authority may issue suitable directions.]

10 CONVEYANCE OF THE SAID UNIT/ APARTMENT/ PLOT:

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

[OR]

The promoter, on receipt of total price of Unit for Residential along with parking, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

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

11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

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

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

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time,

the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/design. [The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.]

13 RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Unit for Residential along with parking after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14 USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Flora Avenue 33, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

15 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/PLOT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit for Residential along with parking at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit for Residential along with parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit for Residential along with parking and keep the Unit for Residential along with parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit for Residential along with parking, as the case may be.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Unit for Residential along with parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

17 ADDITIONAL CONSTRUCTIONS:

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

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit for Residential along with parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit for Residential along with parking.

19 APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

- (A) DTCP Licenses no. 58 of 2019 & 88 of 2022;
- (B) RERA Registration no. -----;
- (C) Building plan approval;
- (D) Building plan approval no. -----
- (E) Property ID bearing 3TGGK2V7

20 BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of amount.

21 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit for Residential along with parking.

22 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit for Residential along with parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit for Residential along with parking in case of a transfer, as the said obligations go along with the Unit for Residential along with parking for all intents and purposes.

24 WAIVER NOT A LIMITATION TO ENFORCE:

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

25 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law,

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Contd....

Authorize Signatory

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the unit bears to the total area/carpet area of all the Units in the Project.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at _____. Hence this Agreement shall be deemed to have been executed at _____.

29 NOTICES:

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

Name of Allottee – -----

Allottee Address – -----

Promoter - M/s Global Horizon holding Private Limited.

Promoter Address - P903-905, 9th Floor, C wing, JMD Megapolis, Sector-48, Sohna Road, Gurgaon, Haryana-122018

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

30 JOINT ALLOTTEES:

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

31 SAVINGS:

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

32 GOVERNING LAW:

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Contd....

Authorize Signatory

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

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made there under.

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

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature (Authorised Signatory) _____

Name_____

Address_____

At_____ on_____ in the presence of:

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address_____

SCHEDULE 'A' -PLEASE INSERT DESCRIPTION OF THE Unit for Residential along with parking

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

SCHEDULE 'C' -PAYMENT PLAN - As agreed in Allotment letter

SCHEDULE 'D'-SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE Unit for Residential along with parking)

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

SCHEDULE 'E' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) [The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

Explanation.-

- (a) The promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement(s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under section 3(1) of the Act.
- (b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.

Contd...

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

Schedule - A

Unit No-	FLOOR
Plot type -	Rectangle/Trapezium
Bedrooms -	2BHK/2Bhk+S/3BHK
Parking -	1 Car parking/2 Car parking

Contd...

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

Schedule – B

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

Schedule – C

Pay Plan Name: - FLEXI PAYMENT PLAN

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory

Schedule D&E

Contd....

For Global Horizon Holdings Pvt. Ltd

Mr.

Mrs.

Authorize Signatory