

Apartment No.: \_\_\_\_\_

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# BUYER'S AGREEMENT

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habitat 78  
SECTOR 78, FARIDABAD



Artistic Impression

**RERA**  
CERTIFIED

RERA No. 78 of 2017



**Project:** Habitat78  
**Apartment No.:** \_\_\_\_\_  
**Floor:** \_\_\_\_\_

**Tower:** \_\_\_\_\_  
**Type:** 2BHK

## Buyer's Agreement

This Agreement is made on this..... day of ..... at New Delhi ("Buyer's Agreement")

### By and Between

**M/s. Conscient Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at K-1, Green Park Main, New Delhi - 110016 and Corporate Office at 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram, Haryana -122002, through its Authorised Signatory, \_\_\_\_\_ duly authorised vide Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, nominees, executors, assigns and all those claiming through it).

### And

1. Mr./Mrs./Ms.....  
Son/Daughter/Wife of Mr.....  
Resident of .....
2. Mr./Mrs./Ms.....  
Son/Daughter/Wife of Mr.....  
Resident of .....
3. Mr./Mrs./Ms.....  
Son/Daughter/Wife of Mr.....  
Resident of .....

(Hereinafter singly/jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her legal heirs, administrators, executors, successors, permitted assigns and all those claiming through him/her).

The Company and Allottee(s) shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS **M/s. BCC Edutech Private Limited** (Formally known as BCC Garments & Exports Private Limited) and **M/s. Urban Buildmart Private Limited** (hereinafter collectively referred to as the "**Owners**"), both having their registered offices at K-1, Green Park Main, New Delhi – 110016 are the absolute and lawful owners of all land comprised in Rectangle Nos.15 Kila No.14 (8-0), 15(8-0), 16(7-18), 17/1/1(1-0), 17/1/2(1-0), 24/1(7-17), 24/2(0-3), 25(7-10), 27/1(0-10), 27/2(0-2), Rect. No.18 Kila No.5(8-0), 6/1(2-13) 6/2/1(5-4), 7/1/1(0-10), 15/2/1/1(0-16) total 59 Kanal 3 Marla or measuring 7.394 acres situated in the Revenue Estate of Village Faridpur, Sector 78, Faridabad, Haryana. The Owners and the Company have entered into a Collaboration Agreement dated 03.07.2013 registered as document no.1898 registered on 05.07.2013 at the office of the Sub Registrar Tigaon, District Faridabad.

AND WHEREAS the Company is constructing and developing an Affordable Group Housing Project under the name of "Habitat78" (hereinafter referred to as the '**Said Project**') on all that piece and parcel of land admeasuring 7.394 acres situated in the revenue estate of village - Faridpur, Sector-78, Faridabad, Haryana, (hereinafter referred to as the '**Said Land**').

AND WHEREAS the Said Project is being developed pursuant to License No.15 of 2016 dated 26.09.2016 (hereinafter referred to as the "Said License") granted by Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as DTCP) for construction and development of an Affordable Group Housing Project on the said Land as per the Haryana Affordable Housing Policy, 2013, issued by Government of Haryana vide Town and country Planning Department notification dated 19.08.2013 and all modifications and amendments thereunder, (hereinafter referred to as the "**Policy**").

AND WHEREAS the Company has got the building plans approved vide memo No. ZP-1129/SD(DK)/2017/6452 dated 06.04.2017 and revised building plans approved vide memo No.ZP-1129/SD(BS)/2017/22332 dated 08.09.2017 from the office of DTCP, and as such the Said Project is being developed and constructed on the Said Land in accordance therewith.

AND WHEREAS the Project is being developed by the Company in accordance with the aforesaid approvals sanctions including environment clearance, as aforesaid, and other regulatory approvals and is being developed in terms of the above said Policy.

AND WHEREAS the Project comprises of several buildings/towers consisting of various apartments along with common/support infrastructure, parking sites, and a community building (community hall, anganwadi-cum-crèche) in terms of the Policy including commercial building.

AND WHEREAS the Allottee acknowledged and confirmed that the Company has provided all information, clarifications and documents in relation to the sanctions, approvals and details of the Project as was demanded by him and he has fully satisfied with the same and had relied on his own judgement and investigation in deciding to apply for allotment of the Said Apartment (defined hereinafter) in the Said Project.

AND WHEREAS the Allottee has applied to the Company for allotment of an Apartment in the Said Project vide his/her Application No. \_\_\_\_\_ together with required affidavit and undertaking in terms of the policy.

AND WHEREAS pursuant to the aforesaid application, in the draw held on **19-03-2019** in the presence of a committee consisting of Deputy Commissioner/his Representative (at least of the Cadre of Haryana Civil Services), Senior Town Planner (Circle Office), DTP of Faridabad and representative of the Company in terms of the Policy, Apartment No. \_\_\_\_\_, in Tower \_\_\_\_\_, having carpet Area of **485.48 sq.ft.** & Balcony Area of **100.62 sq.ft.** (more specific layout shown in "Annexure-A"), on \_\_\_\_\_ Floor, together with the two wheeler parking site, in the Project, (hereinafter referred to as the "**Said Apartment**"), was allotted to the Allottee vide Allotment Letter dated \_\_\_\_\_, in terms of the Policy and on other terms and conditions appearing hereinafter.

The Company has since registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Rules notified thereunder by the Haryana Real Estate Regulatory Authority on 22.08.2017 under registration no.78 of 2017;

AND WHEREAS the Allottee has seen, satisfied himself/herself/themselves and accepted the plans, designs, specifications, materials to be used, features in the construction etc. of the said Project and further has already inspected all the licenses, plans, permissions, sanctions, approvals etc. received from the various authorities in relation to the Said Project.

AND WHEREAS the Allottee, after inspection of the site, documents, ownership records of the land, inter-related agreement including laws, bye-laws, rules, regulations formulated by the statutory authorities, which are applicable to the said project and after having been satisfied with all the facts, has applied to the Company for allotment of the Apartment in the Said Project.



AND WHEREAS the Allottee agrees that he has full knowledge of the fact that the aforesaid allotment of the Said Apartment is subject to various eligibility criteria and restrictive covenants prescribed under the Policy. The Allottee represents and warrants that he/she fully meets all the eligibility criteria and undertakes to abide by all the terms and conditions of the Policy and undertake to abide by the applicable provisions of the said Policy and any applicable laws, rules, regulations, bye-laws or orders made pursuant thereto or otherwise applicable including but not limited to the Haryana Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder to the extent applicable.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

**1. RULES OF INTERPRETATION:**

In this Agreement, unless the context otherwise requires:

- (a) Headings are for convenience only and shall not affect interpretation;
- (b) Words denoting the singular number shall include the plural and vice versa;
- (c) Words denoting any gender shall include all genders;
- (d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- (e) References to any Party shall include the party's successors and permitted assigns;
- (f) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- (g) Documents executed pursuant to this Agreement, form part of this Agreement;
- (h) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- (i) Reference in this Agreement to 'Recitals' and 'Clauses' are to the recitals and clauses of this Agreement;
- (j) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

**2. RECITALS & ANNEXURES**

That the recitals and annexures to this Buyer's Agreement shall form an integral part of this Agreement.

**3. ALLOTMENT OF THE SAID APARTMENT**

3.1 In accordance with the terms and conditions set out in this Buyer's Agreement, mutually agreed to by and between the Parties hereto, the Company hereby agrees to allot the Said Apartment at the cost mentioned below, to the Allottee, as per Policy, and subject to the condition that the Allottee pays the entire cost and all other charges as per this Agreement, and also fulfills the terms, conditions and stipulations as contained hereinafter.

Apartment No.	Tower	Unit Type	Floor	Carpet Area (in sq. ft.)*	Balcony Area (in sq. ft.)**	Cost of Carpet Area (₹)	Cost of Balcony Area (₹)**	Total Cost of the Apartment (₹)***
		2BHK		485.48	100.62	19,41,908/-	50,000/-	19,91,908/-

\*1 sq. mtr = 10.764 sq. ft.

\*\* Balcony shall be charged only for 100 sq. ft. as per Policy.

\*\*\* Above cost is exclusive of applicable GST/Applicable Taxes

As per Policy, each Allottee shall be allotted one two-wheeler parking in the said Project. This is equal to half Equivalent Car Space for each Apartment. No car parking shall be allotted to any Allottee in the said Project.

- 3.2 The Allottee shall also have undivided and impartible proportionate share in the land underneath the Said Building together with proportionate interest in the Common areas and Facilities provided in the said Project in terms of the Policy, wherein the said Apartment is situated and as provided in Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 3.3 The said Apartment shall have the specifications as shown in the specification sheet annexed hereto as "Annexure-B".
- 3.4 Common Areas and Facilities means and includes:
- a. The land on which the said Project is located and all easements, rights and appurtenances belonging to the said Project,
  - b. The foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, fire-escapes, refuge areas, munties, lifts and entrances and exits of the said Project;
  - c. Installations of common services, such as power, light, water, sewerage, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
  - d. The area under the built-up community building (one community hall and one Anganwadi-cum-Creche);
  - e. All other parts of the said Project necessary or convenient to its existence, maintenance and safety or normally in common use.
- 3.5 Carpet area shall mean the net usable covered floor area bound within the walls of the Said 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, toilet, bathroom, store and built-in cupboard/ almirah/ shelf, which being usable covered area shall form part of carpet area.
- 3.6 THAT the Total Cost of the said Apartment mentioned in Clause 3.1 above is inclusive of the cost of providing electric switches, wiring and load upto 6 KW in the said Apartment. If the Allottee desires additional load, then, he will apply for the same to the Company by paying additional cost as intimated by the Company. The aforesaid Total Cost mentioned in Clause 3.1 above does not include anything which is not specifically stated including but not limited to electric connection charges, electric and water meters, service lines, utility based charges and the cost of fittings and fixtures, geysers, fans and any similar infrastructure, which shall be installed by the Allottee at his own cost or by the Company at the cost of the Allottee.
- 3.7 Electric connection charges will be charged extra as per actuals and the amount payable will inter-alia cover the cost payable to the Company for the service connection, service lines, sub-station equipment, cost of area under the subject installation and security deposit as required by the concerned Authority etc. The Allottee will be required to pay the charges on pro-rata per sq. ft. basis as demanded by the Company. The expenses will be charged in proportion to the carpet area of the Said Apartment.
- 3.8 The Allottee shall pay, as and when demanded by the Company in writing, the aforesaid charges, and any similar infrastructure or additional utility based charges, as may be reasonably required from the Allottee in respect of the Said Apartment or the Project. Such charges/payments shall be charged on a pro-rata basis at the time of handing over possession of the Said Apartment to the Allottee.
- 3.9 That the cost of the firefighting equipments, external electrification and electric wiring in the said Apartment, has been included in the Total Cost mentioned in clause 3.1 supra as per existing fire fighting code/regulations. If, however, due to any subsequent legislation/government order or directive or guidelines, additional fire safety measures, additional electrification are undertaken or in case there is any increase in electrification and fire fighting

charges, then the Allottee agrees to pay on demand the additional expenditure incurred thereon on a pro-rata per sq. ft. basis as per actual cost, which shall be final and binding on the Allottee. The Company shall along with such demand include such directive and/or guideline/circular/notification and/or relevant portions of such subsequent legislation for the reference of the Allottee. In case of such additional expenses as provided above, the same shall be charged in proportion to the carpet area of the Said Apartment.

#### 4. CONSIDERATION AND PAYMENT OBLIGATIONS

- 4.1 The Allottee shall pay to the Company, the **Total Cost** of ₹ **19,91,908/- (Rupees Nineteen Lacs Ninety One Thousand Nine Hundred and Eight only)**, along with all other charges as described in Schedule of payment annexed as **Annexure C** and this Agreement towards the purchase of the Said Apartment. The Company has calculated the total cost payable by the Allottee for the Said Apartment on the basis of carpet area, Balcony area of the said Apartment together with the cost of providing the common facilities in the said Project, as per the Policy.
- 4.2 The Allottee has already paid a sum of ₹ \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ only) along with the Application Form submitted by him being approximately 5% of the Total Cost of the said Apartment, receipt of which has already been acknowledged by the Company.
- 4.3 The Allottee further agrees and undertakes to pay the remaining cost and all other charges as described in Schedule of Payment annexed as Annexure-C and in this Agreement and in the manner indicated in this Agreement.
- 4.4 Timely payment of installments as stated in Payment Schedule as per Annexure-C and applicable stamp duty, registration fee and all other charges payable under the Agreement is the essence of this contract. It shall be incumbent on the Allottee to comply with the terms of payment and other terms & conditions of allotment of the said Apartment as mentioned in this Agreement.
- 4.5 Any default to make payment within the time stipulated in the Payment Schedule as per Annexure–C shall attract simple interest @ 15% per annum or such rate as may be provided in the applicable law, payable on the due amount from due date for the delay period. In case of default in making payment of any due installment(s) of the Total Cost or any other amounts continues for a period of over 15 (fifteen) days from the due date, the Company shall be entitled to issue a reminder letter to the Allottee seeking the clearance of the due amount along with interest accruing thereon within 15 (fifteen) days from the date of issuance of the said reminder letter. In case the Allottee still fails to clear the outstanding due amount along with interest accruing thereon within a period of 15 (fifteen) days stipulated in the notice, the Company shall be entitled to proceed in terms of the Policy including but limited to cancel the allotment in favour of the Allottee. In case of cancellation of allotment as provided hereinabove, Earnest Money of ₹ 25,000/- (Rupees Twenty five thousand only) or such other amount as is in accordance with the applicable law shall be forfeited out of the Total Cost deposited by Allottee and the Allottee shall be left with no interest or lien on the said Apartment. The Company shall thereafter be free to deal with the said Apartment as per the Policy. However, the Company may, at its sole discretion, waive the breach of Agreement committed by the Allottee in not making the payments at specified time but on the condition that the Allottee shall pay interest at the rate of 15% per annum or such rate as may be provided in any applicable law, for the period of delay.
- 4.6 The Allottee understands, confirms and agrees that in case of delayed payment of any installment, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- 4.7 The Allottee agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of conveyance deed for the said Apartment.
- 4.8 The Company shall have the first lien and charge on the said Apartment for all its dues and other charges payable by the Allottee to the Company.
- 4.9 The Allottee agrees that the Company has calculated the Total Cost payable by the Allottee for the said Apartment on the basis of its Carpet Area and Balcony Area. The Allottee further agrees and undertakes that he/she has

understood and agrees to the formulation of the Carpet Area and its calculation for the purpose of the said Apartment or otherwise in relation to this Agreement and shall not question the same at any time. It is specifically clarified by the Company and is agreed upon by the Allottee that the Carpet Area stated in this Agreement is subject to change till the construction of the said Project is complete in all respects. The Final Carpet Area shall be confirmed by the Company only after completion of the construction of the said Project and any increase or decrease in the Carpet Area of the said Apartment shall be paid for in the manner mentioned in this Agreement.

## 5. MODE OF PAYMENT

The Allottee shall make all payments within the stipulated time as mentioned in the Schedule of Payments as given in Annexure-C, annexed to this Agreement and as may be demanded by the Company from time to time through A/c Payee Cheques/Demand Draft/Pay Order/RTGS in favour of “**Conscient A/c Habitat 78**” payable at New Delhi/Delhi. Upon clearance of above payment, receipt shall be given in relation thereto by the Company to the Allottee. TDS (If applicable) shall be deducted on all payments by the Allottee and proof of the same shall be duly furnished to the Company by the Allottee within the specified timelines .

It is specifically agreed that the amount of ₹ 25,000/- (Rupees Twenty Five Thousand Only) or such other amount as is in accordance with the applicable law from time to time shall be treated as Earnest Money. The Earnest Money shall be liable to be forfeited in the event of withdrawal of allotment by the Allottee and/or cancellation of allotment on account of default/ breach of the terms and conditions of allotment contained herein, including non-payment of installments. In the eventuality of withdrawal/cancellation, the Earnest Money, will stand forfeited and the balance amount, if any, will be refunded to the Allottee, without any interest.

## 6. PAYMENT FOR CHARGES, LEVIES, CESSSES, STATUTORY TAXES AND OTHER DUES BY ALLOTTEE

- 6.1 Charges, levies or fee or cess, in whatever manner, which may be charged, imposed or levied, either on the said Land or the said Apartment or on the construction of the project at any time, in future or retrospectively, by any Statutory Authority or by Central/State Government shall be paid by the Allottee on pro-rata basis.
- 6.2 If any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied, charged or imposed by any Authority, in future or retrospectively, with respect to the Project, the same shall be charged to the account of the Allottee on pro-rata basis and the same shall be payable to the Company on demand.
- 6.3 The payment of proportionate External Development Charges (EDC) as determined by the Director General Town & Country Planning (DTCP), Haryana, Chandigarh shall be borne and paid by the Allottee, on demand by the Company as per applicable law. Such charges are on the rates as applicable and in case of any enhancement or increase thereof, (including with retrospective effect), even after the sale/conveyance deed has been executed, the same shall be payable by the Allottee and such “charges”, shall be treated as unpaid cost of the said Apartment and the Company shall have the final charge/lien on the said Apartment for recovery of such charges from Allottee. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Company and the Allottee.
- 6.4 The Total Cost does not include any taxes, surcharge, etc. which is payable or levied on sale and purchase of the said Apartment. The Total Cost already incorporates the impact of introduction of GST in terms of statutory requirements under Section 171 of the CGST Act, 2017. The Allottee agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including but not limited to GST, Value Added Tax (VAT), Service Tax, etc. on the rates as applicable including any enhancement or increase thereof, even if it is retrospective in effect. The Allottee undertakes to pay such proportionate amount, if any, promptly on demand by the Company.
- 6.5 That the Allottee also agrees to pay all government charges, rates, tax or taxes including but not limited to GST, Service Tax, Levies, Cess etc. whether levied now or in future, as the case may be, effective from the date of booking, as and when demanded by the Company, in proportion to the carpet area of the said Apartment. In the event of any increase in such charges or in the event of introduction of any other/fresh levy/charges by the government, payable by the Company whether prospectively or retrospectively even after the Conveyance/Sale Deed has been executed, then these charges/levies shall be to the sole account of the Allottee and upon failure to



pay such charges/demands, the same shall be treated as unpaid sale consideration of the said Apartment and the Company shall have lien on the said Apartment of the Allottee for recovery of such charges. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Company and the Allottee.

6.6 In case, any of the above demands is made by the concerned authority after the execution of the Conveyance Deed/Sale Deed in favour of the Allottee, the same shall be treated as unpaid sale consideration of the said Apartment and the Company shall have the first charge, lien on the said Apartment to the extent of such unpaid amount.

## 7. MUNICIPAL/ PROPERTY TAX AND OTHER UTILITY CHARGES

7.1 The Allottee shall pay municipal/ property tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Said Apartment from the date of Offer of possession or completion.

7.2 So long as the Said Apartment is not separately assessed, the Allottee shall pay a share of such taxes, liabilities, if any, in proportion to the carpet area of the Said Apartment to the Maintenance Agency or to the Company, which on collection of the same from the Allottee, shall deposit the same with the concerned authorities.

7.3 The Allottee shall be responsible to pay to various government/private authorities/Company all charges including but not limited to security deposits for sanction and release of such connection by the appropriate authority pertaining to connection, services/consumption of electricity, water, telephone, sewage and other utility services in respect of the Said Apartment as per the bills raised.

## 8 POSSESSION

8.1 THAT the Company shall, under normal conditions, subject to force majeure circumstances, complete the construction of the Said Project in which the Said Apartment is to be located within 4 (four) years from approval of building plans or grant of environmental clearances whichever is later, as per the said sanctioned plans and specifications seen and accepted by the Allottee with such additions, deletions, alterations, modifications in the layout, tower plans, change in number, dimensions, height, size, area, nomenclature, etc. as may be undertaken by the Company as deemed necessary by it in terms of the applicable law and/or as may be required by any competent authority to be made in them or any of them. To implement all or any of these changes, supplementary sale deed(s)/ agreement(s), if necessary will be executed and registered by the Company.

If the reduction/increase of carpet area is five percent (5%) or less, then in case of reduction in the carpet area the Company shall refund the excess money paid by Allottee within 90 (ninety) days as per applicable law. If there is any increase in the carpet area, which is not more than five percent (5%) of the carpet area of the Apartment, allotted to Allottee, the Company may demand additional proportionate Cost for the same from the Allottee as per the next milestone of the Payment Schedule as provided in **Annexure- C** and/or demand the same vide a demand notice within a reasonable time frame for payment. All these monetary adjustments shall be made at the same rate per square feet at which the Said Apartment was allotted under this Agreement, as detailed hereinbefore.

In case of any major alteration/modification/change/relocation resulting in more than five percent (5%) change in the Carpet area of the said Apartment or material change in the specification of the said Apartment (but not otherwise) at anytime prior to and upon grant of occupation/completion certificate (subject to the Policy), the Company shall intimate to the Allottee in writing the changes thereof and the resultant changes, if any, in the price of the said Apartment and correspondingly in the amount of other applicable charges as mentioned in the Agreement to be paid by him/her and the Allottee agrees to inform the Company in writing his/her consent or objections to the changes within 15 (fifteen) days from the date of such notice, failing which the Allottee shall be deemed to have given his/her full consent to all the alteration/modifications and shall be deemed to have agreed to the resultant changes in the price of the said Apartment and correspondingly in the amount of other applicable charges as mentioned in the Agreement. If the Allottee writes to the Company within 15 (fifteen) days from the date of such notice indicating his/her refusal to accept/agree to such alteration/modification/changes resulting in more than five percent (5%) change in the carpet area of the said Apartment, then the Allotment shall be cancelled at the request of the Allottee and the Company shall refund the entire amount received from the Allottee within 90 (ninety) days as per applicable law.

8.2 THAT the possession of the said Apartment is likely to be delivered by the Company to the Allottee within a period of 4 (four) years from the date of the sanction of building plans or receipt of environmental clearance (whichever is later) of the Said Project in which the Said Apartment is located, subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and the Allottee having complied with all its obligations, formalities or documentation as prescribed by the Company & on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the total cost and other charges due and payable up to last payment according to the Schedule of Payments annexed as Annexure – C in this Agreement. The Company on completion of the construction shall issue final call notice to the Allottee who shall within 30 (thirty) days thereof, remit all dues and take possession of the Said Apartment. After the expiry of 30 (thirty) days from issuance of the final call letter, the Allottee fails to come forth and clear its dues and take over possession of the Said Apartment, the Company shall issue a reminder letter to the Allottee providing the Allottee further 15 (fifteen) days time to clear all its dues along with interest due thereon and take over possession of the Said Apartment. In case the Allottee even after expiry of the said further 15 (fifteen) days notice fails, ignores or neglects to clear outstanding dues along with interest accruing thereon and take over possession, then the Company shall be entitled to proceed in terms of the Policy including but not limited the right to cancel the allotment of the Allottee. In case of cancellation of the allotment, the Company shall after forfeiting Earnest Money of ₹ 25,000/- (Rupees Twenty five thousand only), or such other amount as is in accordance with the applicable law, refund the balance deposited amount without interest, if any. Upon such cancellation, the Allottee agrees and understands that he/ she/ they shall be left with no further right, title, interest, etc. of any nature whatsoever in the Said Apartment and/or any claim, demand, etc. against the Company and the Company shall be free to deal with the Said Apartment in such manner as provided in the Policy. This clause shall have overriding effect on any other clause in this Agreement or/and the application or any other document.

The Company may however at its sole discretion choose not to cancel the allotment of the said Apartment in favour of the Allottee but subject to the payment of all outstanding amount along with interest thereon @ 15% per annum or as per applicable law. If the Allottee even after expiry of the said further 15 (fifteen) days notice fails, ignores or neglects to clear outstanding dues along with interest accruing thereon and take over possession, then the Allottee shall be deemed to have taken possession of the said Apartment and in such case, Company shall not be responsible for any loss, damage and trespassing in respect of the same. It is clarified that this is at the sole discretion of the Company and the Company is not bound to do so.

It is categorically understood by the Allottee that if the Allottee fails to take over possession of the said Apartment within time and in the manner as specified in the offer and the Company chooses not to process such allotment for cancellation, then the said Apartment shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern in respect thereof.

8.3 That if the construction of the Said Apartment is delayed due to force majeure circumstances, which interalia include delay on account of non-availability of steel and /or cement or other building materials, or water supply or electric power or strike or slow down strike or civil commotion, or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions / clearances from any statutory body, receipt of occupation certificate from Statutory Authorities, intervention of statutory authorities or if non construction of the said Apartment is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event, the Company shall be entitled to a reasonable corresponding extension of the time for completion of construction of the said Project wherein the said Apartment is to be located on account of the force majeure circumstances, with due permission from the competent government authority for such extension.

8.4 That the Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if Competent Authority refuses, delays, withholds, denies the grant of necessary approvals for constructions or occupation or if for any matters, issues relating to such approvals, permissions, notice, notifications by the competent authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver the said Apartment to the Allottee, the Allottee agrees that the Company shall be liable only to refund the amount received from the Allottee without any interest or compensation whatsoever.

- 8.5 That the Allottee, before taking the possession of the said Apartment, shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agrees not to raise any dispute on such account thereafter either individually and/or by joining as member in Society/Association and/or otherwise in any capacity. The Allottee, upon taking possession of the said Apartment, shall have no claim against the Company in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed or for any design, specifications, building/tower materials used or for any other reason whatsoever and he shall be entitled to the use and occupy the said Apartment without any interference but subject to the terms and conditions, stipulations and restrictions contained therein and in any law applicable to the Said Apartment such as the Haryana Apartments Ownership Act, Haryana Affordable Housing Policy, 2013, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana etc.
- 8.6 That the Allottee agrees that, if as a result of any law that may be passed by any legislature or rule, regulation or order that may be made and/or issued by the Government or any other authority or if Competent Authority refuses, delays, withholds, denies the grant of necessary approvals for construction or occupation or if for any matters or issues relating to such approvals, permissions, notice, notifications by the competent Authority become the subject matter of any litigation or due to any force majeure conditions, the Company is unable to complete the construction and/or offer the possession of the Said Apartment, then the Company may, if so advised, though not bound to do so, at its sole discretion, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving to the appropriate court(s), tribunal(s) and/or authority(ies). In such a situation, the amount paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Allottee shall not be entitled to move for or obtain specific performance of the terms of this Agreement, it being specifically agreed that the Agreement shall remain in abeyance till final determination of the court(s) / tribunal(s) / authority(ies). In the event of the Company succeeding in its challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be entitled to the fulfillment of all rights and claims as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation / order / rule / regulation not succeeding and the said legislation / order / rule / regulation becoming final, absolute and binding, the Company will, subject to provisions of law, pay to the Allottee the amount attributable to the Said Apartment that have been received from the Allottee by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee agrees to accept the Company's decision in this regard to be final and binding. Save as otherwise provided herein, neither party to this Agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this Agreement.
- 8.7 That the Allottee agrees and undertakes that he shall after taking possession of the said Apartment or at any time before or thereafter, have no right to object to the Company constructing or continuing with the construction of the other building/ tower(s) adjoining or otherwise in the site earmarked for Affordable Group Housing.
- 8.8 That the 1(one) two wheeler parking area being provided along with the Said Apartment shall at all times vest as a right along with the Said Apartment and the Allottee shall not be entitled to sell / lease / assign the rights of the same independent of the Said Apartment. The said parking space shall be utilized only for the purposes of parking a scooter/ bike/ cycle and shall not be utilized for any other purpose, including but not limited to storing of any goods, equipment, make-shift work area, etc.

## **9 EXECUTION OF SALE DEED/CONVEYANCE DEED.**

- 9.1 The Company, on receipt of Total Cost of the Apartment as per this Agreement from the Allottee and completion of all formalities required pre-conveyance including but not limited to execution of all necessary indemnities, undertakings, etc., shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months and no later than 6 (six) months from the date of taking over possession by the Allottee(s) in terms of this Agreement. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Company to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Allottee.
- 9.2 The Allottee undertakes to execute the Conveyance Deed in respect of the Said Apartment within the period as may be intimated by the Company in writing, failing which the Allottee shall solely be liable for the consequences arising

there from which inter-alia may include but not limited to the increase in the rate of Stamp Duty/Registration Fee or any other such duty or charges payable in respect thereof.

- 9.3 The Allottee agrees and undertakes to make himself available and present before the Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Company.
- 9.4 The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even after the Conveyance of the said Apartment or which form a condition of ownership of the said Apartment, including those pertaining to the recurring obligations covered under the Maintenance Agreement shall survive the conveyance of the said Apartment in favour of the Allottee and all such obligations and covenants of the Allottee shall run with the said Apartment and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including their tenants/ licensees/occupiers.
- 9.5 That in case the Allottee(s) has taken any loan from any Bank/ Financial Institution for the said Apartment, the Conveyance Deed in original shall be handed over to the lending Bank/Financial Institution only.
- 9.6 That unless a Conveyance Deed is executed and registered in favour of the Allottee, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee as stated hereinbefore.
- 9.7 As per Policy, the Allottee shall not be entitled to get the name of his nominee(s) substituted in his place or transfer, sell or alienate the Said Apartment for a period of 1 (one) year from the date of taking over the possession of the Said Apartment to any other person whatsoever. The Allottee is aware that as per Policy, breach of this restriction shall attract penalty equivalent to 200% of the cost of the Said Apartment, which shall be payable by the Allottee. The amount of penalty shall have to be deposited in the 'Fund' administered by the Town and Country Planning Department, Government of Haryana towards the improvement of infrastructure of the State of Haryana.

The sale, transfer or alienation of Said Apartment through execution of irrevocable General Power of Attorney (GPA), where the consideration amount has been passed on to the executor of the GPA or to someone on his/ her behalf shall be treated as sale of the Said Apartment and the same will be counted as breach of the terms and conditions of the policy. Penal proceedings as per the Policy shall be initiated by the Company.

- 9.8 Failure to deposit such penalty by the Allottee shall result in resumption of the said Apartment and its re-allotment in consultation with the concerned Department. The Company, may however, permit such substitution, transfer and sale on such terms & conditions including payment of such administration/transfer charges as it may deem fit after completion of 1(one) year from the date of possession. Any such transfer sought shall be at the discretion of the Company and subject to the prospective transferee complying with all the conditions stipulated in the Haryana Affordable Housing Policy, 2013 and/or other Acts and rules framed thereunder.

## **10. LOAN/FINANCE**

The Allottee may, with the prior approval of the Company, raise and/or avail loan from banks and other housing finance companies for this purpose only. The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage hereto before or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Allottee from making the payment of the Total Consideration of the said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company, provided that at the time of the execution of the Sale Deed/Conveyance Deed of the said Apartment, it shall be free and clear of all encumbrances, lien and charges whatsoever.



## 11. PLANS, DESIGNS AND SPECIFICATION

THAT the Allottee has duly inspected, understood and accepted the plans, designs, specifications as set out in Annexure-B shown to him prior to the execution of the present Agreement, which plans, designs, specifications are tentative and are kept at the Company's Office. The Allottee has also accepted the specifications and information as to the material to be used and features in the construction of the said Apartment as set out in the above annexure (Annexure-B) to this Agreement.

That the Allottee acknowledged and confirmed that the Company has provided all information, clarification and documents in relation to the sanction, approvals and details of the project as was demanded by him and he is fully satisfied with the same and had relied on his judgement and investigation in deciding to apply for allotment of the said Apartment.

## 12. MAINTENANCE

- 12.1 THAT the Allottee shall, from the date of possession, maintain the said Apartment at his own cost, in a good and tenantable, repair and in good condition and shall not do or suffer to be done anything in or to the said building/tower(s) or the said Apartment, or the staircases, lifts and lift lobbies, shafts, stilt, compound and common passages which may be against the rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Allottee change, alter or make alteration in or to the said Apartment or the building/tower(s) or any part thereof. The Allottee shall be liable for any loss or damages arising out of breach of any of the conditions of this Agreement.
- 12.2 THAT the Allottee shall not use the said Apartment or permit the same to be used for any purpose other than the purpose sanctioned as per Government Regulations and Haryana Apartments Ownership Act, Haryana Affordable Housing Policy, 2013, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana and/or all other applicable law, bye-laws, regulations, etc. or as may be ear marked in the zoning/building/tower plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the adjoining Apartments or of the Apartments in the residential Project or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damage to any flooring or ceiling of any Apartment above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Allottee shall not use the Said Apartment for any activity commercial or otherwise except for residential purposes only.
- 12.3 THAT the Allottee shall not put up name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the tower or anywhere on the exterior of the tower or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows, etc. or carry out any change in the exterior elevation or design.
- 12.4 For a period of 5 (five) years from the date of grant of occupation certificate in relation to the Project, the maintenance works and services in relation to the common areas and facilities of the said Project shall be provided by the Company. The Allottee shall be liable to pay the Water Charges as well as the Common Area Electricity Charges to the Company and/or the Maintenance Agency. After the aforesaid period of 5 (five) years, all Common areas and facilities of the Said Project shall be allotted, sold or otherwise transferred to the 'Association of Allottees' (hereinafter referred to as "Association") constituted under the Haryana Apartment Ownership Act, 1983, which shall thereafter overtake the provision of the maintenance services to the Project and thereafter the Company shall have no further obligation to provide any maintenance services in the said Project.
- 12.5 It is further agreed that only those sites specifically declared in the Declaration to be filed with the competent Authority in terms of the Haryana Apartments Ownership Act, 1983 shall be deemed to be common areas and/or facilities in which the Allottee and other Apartment owner(s) shall have a right in. All other areas including commercial area/ component in the Said Project shall belong exclusively to the Company which shall have the sole right and discretion to deal with such areas as it deems fit.

- 12.6 The Allottee undertakes that he shall become a member of the Association that shall be formed under the provisions of Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds, etc., as and when required by the Company to do so. The Allottee further undertakes to pay the maintenance charges as determined by the said Association from the date the services are handed over to the Association of Allottees by the Company in terms of the Haryana Affordable Housing Policy, 2013 and amendments and modifications thereunder and/or any other applicable law
- 12.7 The Goods & Service Tax (as applicable) on maintenance charges of Said Apartment will be separately and proportionately borne by the Allottee.
- 12.8 The Allottee or its nominees/agents/employees etc. shall at all times comply with the rules and regulations laid down by the Company or the Maintenance Agency.
- 12.9 The insurance of the said Apartment as well as the interior/contents inside the said Apartment shall be the responsibility of the Allottee and the Company shall not, in any case, be held liable for any damage or loss occurred on account of any theft, loss, neglect or omission of the Allottee in this regard.
- 12.10 The Allottee shall allow the Company/Maintenance Agency/Association or any other authorized Person, to have full access to, and through him to the said Apartment and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- 12.11 THAT it is mutually agreed that save and except in respect of the said Apartment hereby agreed to be acquired by the Allottee, he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces and all/or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Company.

The Allottee agrees that in case during the course of construction and/or after the completion of the said Project, further construction on the said lands or the towers becomes possible, the Company shall have the sole right to take up or complete such further construction as belonging to the Company as per the terms of Affordable Housing Policy, 2013 and/or Haryana Apartments Ownership Act and/or Haryana Development and Regulation of Urban Areas Act, 1975, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. Such Additional Construction shall be the sole property of the Company and the Company shall be entitled to deal with it in its sole discretion without any interference on the part of the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources of the said Project. It is also agreed that in such a situation the proportionate share of the Company in the Common Areas and Facilities and Limited Common Areas and Facilities shall stand varied accordingly.

- 12.12 THAT the said Apartment forms part of Affordable Group Housing Scheme and it is in the interest of all the Allottees that safeguards be provided to prevent entry of unauthorized person(s) into the said Project. To give an effective hand to the Company to deal with such unlawful entrants/loiters/peddlers etc. and also to enable to Company in particular and owners/lawful occupants of the various Apartments in general to deal more effectively with the security of the said Project and maintenance of order therein, the entry be regulated. For this, the Company shall be free to restrict the entry of anyone into the said Project whom it considers undesirable at the outer gate itself unless the Allottee himself gives permission to allow anyone to enter or escort them out as well. The security services, will be without any liability of any kind upon the Company.

### 13. COMMON AREAS

- 13.1 The Allottee shall use such common areas and facilities within the Project harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the use of such common areas and facilities within

the Project shall always be subject to timely payment of maintenance charges, which may be demanded by the Association, once the same is handed over by the Company to the Association or post the free maintenance period, as the case may be.

- 13.2 The Allottee shall be entitled to use the general common areas and facilities within the said Project, which may be within or outside the foot print of the Project earmarked for common use of all the occupants of the Project including easementary rights.
- 13.3 Except the said Apartment allotted herein along with all common easementary rights attached therewith including Common Areas and facilities of the said Project, all adjoining areas including the un-allotted terrace/roof, unreserved open and parking sites, the entire un-allotted/unsold areas of the Project, shall remain the property of the Company and the same shall always deemed to be in possession of the Company and the Company shall have unqualified and unfettered right to allot/sell the same to anyone of their choice.
- 13.4 The Allottee shall not, in any manner whatsoever encroach upon any of the common areas and facilities of the said Project and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the said Project or on parking sites or on the terrace by the Allottee, shall be liable to be removed at his/her/their cost by the Company or by the Association.
- 13.5 The Allottee will neither himself do nor permit anything to be done which damages any common areas or violates the rules or bye laws of the Local Authorities or the Company. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the Allottee directly.
- 13.6 The Allottee(s) agrees and undertakes that the lawns and other common areas shall not be used by him or any occupant for conducting personal functions, such as marriages, parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used with the permission of the Company/Maintenance Agency on making such deposits/charges as may be fixed by the Company/Maintenance Agency.

**14 HARYANA APARTMENT OWNERSHIP ACT, 1983, HARYANA AFFORDABLE HOUSING POLICY, 2013 AND REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 AND RULES FRAMED THEREUNDER FOR THE STATE OF HARYANA**

The Allottee(s) has confirmed and assured the Company prior to entering into this Agreement that he has read and understood the Haryana Apartment Ownership Act, 1983, Haryana Affordable Housing Policy, 2013, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that he is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983, Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana and Haryana Affordable Housing Policy, 2013 and shall comply as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or Haryana Affordable Housing Policy, 2013 or Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter. If the said Apartment and the building in which it is located be subject to Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana or Haryana Apartment Ownership Act, 1983 or Haryana Affordable Housing Policy, 2013 or any statutory enactments or modifications thereof, the Common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 or Haryana Affordable Housing Policy, 2013 shall be conclusive and binding upon the Apartment Owners and the Allottee agrees and confirms that his right, title and interest in the said Apartment/Building/Project shall be limited to and governed by what is specified by the Company in the said declaration or as agreed under this agreement and in

no manner shall confer any right, title, interest in any lands, facilities, amenities and buildings outside the land beneath the said building in which the Said Apartment is located. It is made clear that the Allottee has rights limited to as provided in this Agreement in respect of this Project in terms of the Policy. The Allottee is aware that the Company holds rights to lands adjacent to the Project to which the Allottee has no right in respect of the same of any nature whatsoever.

## **15 MORTGAGE**

The Allottee agrees that the Company shall have the right and authority to raise finance, loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/Building/Lands/Project subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Sale Deed/Conveyance Deed. The Company/Financial Institution/Bank shall always have the first charge on the said Apartment for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Company and the Allottee shall have no objection for the same.

## **16 INSURANCE**

16.1 Post offer of possession to the Allottees, the Structure of the Said Project may get insured against fire, earth-quake, riots and civil commotion, militant action at the expenses of the Allottee by the Company/its Nominee/Association of Allottees, provided all the occupiers/allottees of the Apartments in the said Project shall pay and continue to pay the proportionate charges to be incurred by the Company/its Nominee/Association for the purpose of insurance or as per the applicable law. The Allottee shall not do or permit anything to be done any act which may render void or voidable any insurance of any Apartment or any part of the said Project or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. It is however clarified that the Company shall not be required to obtain such insurance if even one Allottee refuses to pay such insurance costs and same shall not be treated as a breach.

16.2 The Allottee shall be liable to obtain insurance of contents of the Said Apartment on his own.

## **17 ALLOTTEE'S COVENANTS**

17.1 The Allottee shall not use or allow to be used the Said Apartment for any purpose other than residential or for carrying out any activity that may cause nuisance to other allottees in the Project. The Allottee shall not do nor cause to be done any act which may cause obstruction for use of the other Apartments by their occupiers.

17.2 The Allottee shall maintain the Said Apartment, including walls and partitions, in a good tenantable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Said Apartment. Further, the Allottee will neither himself do, nor permit anything to be done, which damages any part of the adjacent Apartment etc., or violates the rules or bye laws of the local authorities or cause breach of the policy in any manner.

17.3 The Allottee shall not harm or permit any harm or damage to the peripheral walls, front, side and rear elevations of the said Apartment, in any form or remove any walls of the Said Apartment including load-bearing/common walls. The Allottee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.

17.4 The Allottee may undertake minor internal alterations in the Said Apartment only with the prior written approval of the Company/ Maintenance agency. The Allottee shall not be allowed to effect any of the following changes/alterations:

- a. Changes, which may cause damage to (columns, beams, slabs etc.) any part of adjacent apartment(s). In case damage is caused to an adjacent apartment or common area, the Allottee will get the same repaired at his own cost and expenses.
- b. Changes that may affect the facade of the Said Apartment (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and
- c. Making encroachments on the common spaces in the Said Project/Said Building.
- d. By covering the balcony area through temporary and/or permanent structure.



- 17.5 The Allottee will allow the Company and/or the Association access to and through the Said Apartment for the purpose of maintenance works of electricity and other items of common interest etc.
- 17.6 The Allottee may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Allottee shall not keep any hazardous, explosive, inflammable material in the Said Apartment. The Allottee shall always keep the Company/ Association harmless and indemnified for any loss and/or damages in respect thereof.
- 17.7 The Allottee shall keep indemnified the Company/Association against all actions, proceedings or any losses, cost, charges, expenses, losses or damages suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.
- 17.8 The Allottee hereby undertake to abide by all laws, rules and regulations of Municipal Corporation, DTCP, HUDA, Local Bodies or any other designated authority from time to time or any other laws as are applicable to the said Apartment from time to time and shall be responsible/liable for all defaults, violation or breach of the same as may be applicable.
- 17.9 If it is discovered at any stage that the Allottee has obtained the Allotment of the Said Apartment by suppression of any facts or by any misstatement, misrepresentations or fraud then the allotment shall become void at the option of the Company, which shall have the right to cancel of the allotment and forfeit the amount paid by the Allottee as per the terms of the Policy.
- 17.10 All the conditions of the Policy or any other amendments, modifications, enactment, directions etc. issued thereunder shall always remain binding on the Allottee and his/her successor(s).

#### **18. CONTINUED OBLIGATION OF THE ALLOTTEE IN RELATION TO THE ELIGIBILITY CRITERIA**

The Allottee hereby warrants that the Allottee has entered into this Agreement with full knowledge of the fact that this Agreement as well as the allotment of the Said Apartment is subject to various eligibility criteria and restrictive covenants prescribed under the Affordable Housing Policy or other applicable law. The Allottee hereby represents and warrants that he/she fully meets and shall continue to meet all the eligibility criteria and undertakes to abide by all the eligibility criteria applicable to the allotment of the Said Apartment under the Said Project. The Allottee further represents and warrants that the averments in any of the undertakings or affidavits & related documents submitted by the Allottee along with the Application or otherwise are valid and shall continue to be valid. The Allottee hereby further expressly represent and warrant that he/she or any of his/her spouse and/or dependent children has not been allotted any such apartment/flat whether under any Affordable Housing Policy or otherwise which makes him/her ineligible for allotment of the said Apartment herein. The Allottee further undertakes to inform the Company of any allotment, as and when it is proposed to take place or takes place (whichever is earlier).

#### **19. FORCE MAJEURE**

- 19.1 "Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of the Company which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented and which adversely affects the Company's ability to perform including but not limited to the following:
- a. Act of God i.e. fire, draught, flood, earthquake, epidemics, natural disaster;
  - b. Explosions or accidents, air crashes;
  - c. Strikes or lock outs, industrial disputes;
  - d. Non availability of cement, steel, or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - e. War and hostilities of War, riots, bandh, act of terrorism or civil commotion;
  - f. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government or statutory authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in these terms and conditions ; or

- g. Any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the project/apartment/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes subject matter of any suit/writ before a competent court or ; for any reason whatsoever;
- h. Any event or circumstances analogous to the foregoing.

19.2 The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to force majeure conditions as defined hereinabove.

19.3 The Allottee agrees and understands that if the force majeure condition continues for a considerable long period such that the performance of this Agreement becomes unviable, then the Company shall with consent of the appropriate authority terminate the present Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Allottee without any interest or compensation whatsoever. The Allottee agree that the Allottee shall have no right or claim of any nature whatsoever and the Company shall be relieved and discharged of all its obligations and liabilities under this agreement.

**20. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee’s obligation to purchase the Said Apartment and making of all payments pursuant to this Agreement shall not be contingent on his ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Said Apartment.

**21 ALTERATION OF UNSOLD UNITS**

The Company shall have the right to make any alteration, additions, improvements or repairs, whether interior, ordinary or extra ordinary in relation to the unsold apartments in the Said Project and the Allottee shall have no right to raise objections or make any claims on this account.

**22. FURTHER ACTS**

That the Allottee shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Company may require for safe-guarding the interest of the Company and/or the Allottee in the Said Apartment.

**23. NOTICES**

23.1 That all notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Company by pre-paid registered post/Speed Post/Courier/Email at their respective addresses specified below:

<p><b>COMPANY:</b>  <b>Registered Office:</b>          K-1, Green Park Main, New Delhi - 110016</p> <p><b>Corporate Office:</b>          10th Floor, Tower – D, Global Business Park, M.G. Road, Gurugram, Haryana, India-122002</p>	<p><b>ALLOTTEE:</b></p>
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It shall be the duty of the Allottee to inform the Company of any subsequent change in the above address by Registered Post/Speed Post A.D./Email, failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.

23.2 That in case there are joint Allottees, all communications/correspondence shall be sent by the Company to the Allottee whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Allottees.

23.3 That the default in making payment by one of the Allottee in case of joint allotment shall be treated as default by both/all and they shall be jointly and severally liable for all consequences.

#### **24. COMPLIANCES**

That the Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Haryana Affordable Housing Policy, 2013 or any amendment or modification thereof and other applicable laws including those relating to remittance of and payment for acquisition of the immovable property in India. The Allottee shall furnish the declaration as required under law. In case there is any change in the residential status of the Allottee, subsequent to the signing of this Agreement, the same shall be intimated to the Company immediately.

#### **25. BROKERAGE/COMMISSIONS, ETC.**

25.1 That if the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Apartment, the Company shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of total sale consideration agreed to be payable to the Company for the Said Apartment.

25.2 That the Allottee confirms that he has not relied upon and is/are not influenced by any architect(s) plans, sales plan, sales brochure, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Said Apartment or the size or dimensions of the Said Apartment or any other physical characteristics thereof, or any other data except as specifically represented in this Agreement, which representations, documents, permissions, approvals, etc. the Allottee has duly verified to his satisfaction.

#### **26. WAIVER**

26.1 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

26.2 That failure of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

#### **27. SEVERABILITY**

That if any provision of this agreement is, determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to applicable law and the remaining provisions of this agreement shall remain valid and enforceable.

#### **28. DUE DILIGENCE**

That the Allottee confirms that he has entered into this transaction with full knowledge and understanding of the agreements and arrangements entered into by the Company as stated earlier and subject to all laws, notifications

and rules applicable to this area including terms & conditions of the undertaking given by the said Company to Haryana Urban Development Authority, the Government of Haryana in this regard and the Allottee has familiarized himself with all the aforesaid agreements, undertakings etc. The Allottee hereby undertakes to abide by all laws, rules & regulations as may be made applicable to the Said Apartment and/or the Said Project.

## **29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/SUBSEQUENT PURCHASERS**

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the Said Apartment shall equally be applicable to and enforceable against any and all Allottees/occupiers and/or subsequent purchasers of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

## **30. INDEMNIFICATION**

30.1 That the Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay as agreed under this agreement and to observe and perform all the covenants and conditions contained in this agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions.

30.2 THAT the construction of said Apartment will conform to the specifications as set out in the Annexure-B attached to this Agreement subject however, to variation/modification as approved by the appropriate authority.

## **31. COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed and the Company shall retain the first and send the second executed copy to the Allottee for his reference and record.

## **32. PLACE OF EXECUTION**

That the execution of this Agreement will be complete only upon its execution by the Company through its Authorized Signatory at the Company registered office at Delhi after the copies duly executed by the Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Delhi even if the Allottee may have executed this Agreement at any other place(s).

## **33. OVERRIDING EFFECT AND MODIFICATION**

That this Agreement is the only agreement relating to the purchase of the Said Apartment by the Allottee and supersedes any other agreement or arrangement whether written or oral, if any, between the parties and variation, modification, amendment, etc. in any of the terms hereof, except under the signature of the authorized signatory of the Company, shall not be binding on the Company.

## **34. APPLICABLE LAW**

34.1 That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India.

34.2 THAT the Allottee undertakes to abide by all the laws, rules and regulations of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana and/or Haryana Affordable Housing Policy, 2013 or any law as may be made applicable to the Said Apartment, Storage Spaces and/or Two wheeler Parking Spaces, other Common areas, facilities and amenities.



### **35. DISPUTE RESOLUTION AND JURISDICTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder for the State of Haryana.

### **36. MISCELLANEOUS**

- 36.1 At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.
- 36.2 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.
- 36.3 That the Allottee undertakes to join in the execution of such documents and applications as may be required to obtain various permissions from the Income Tax and other authorities to facilitate the registration of the Sale Deed/Deed of Apartment in his/her/their favour, failing which the Allottee shall alone be liable for all consequences arising from failure or neglect on the part of the Allottee to do so.

### **37. AUTHORITY**

Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder

### **38. SURVIVAL**

All clauses which are intended to survive termination of this Agreement shall survive.

### **39. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company 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 and secondly, register the Said Agreement if applicable provisions of the relevant laws, as and when stipulated by the Company. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Company shall be entitled to forfeit ₹ 25,000/- (Rupees Twenty Five Thousand Only) and refund all balance amounts as deposited by the Allottee till such date within 90 (ninety) days of such cancellation, without any interest or compensation. This shall however exclude any payments made to any third parties in connection of such bookings including but not limited to brokerage charges, etc.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AND TO A DUPLICATE COPY HEREOF SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACES AND ON THE DAY, MONTH AND YEAR MENTIONED UNDER THEIR RESPECTIVE SIGNATURES.**

Paste your recent photograph  
First/Sole Allottee

Paste your recent photograph  
Second Allottee

Paste your recent photograph  
Third Allottee

Signature (of the First/Sole Allottee)

Signature (of the Second Allottee)

Signature (of the Third Allottee)

Signed and Delivered by the within named Company in the presence of witness, at the place and on the day, month and year mentioned hereinabove.

For and on behalf of	Name:
Signature:	Designation: Authorised Signatory

**Witness 1**  
Signature : .....  
Name : .....  
S/D/W/o. : .....  
Address : .....  
.....  
.....  
.....

**Witness 1**  
Signature : .....  
Name : .....  
S/D/W/o. : .....  
Address : .....  
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# ANNEXURE A – UNIT LAYOUT

## 2BHK - TYPICAL FLOOR PLAN

Carpet Area	45.10 sq.mtr	485.48 sq.ft.
Balcony Area	9.35 sq.mtr	100.62 sq.ft.



Disclaimer: This does not constitute a legal offer. All site plans, floor plans, layout plans, areas, dimensions, prices and specifications etc. are subject to change till final completion of the project. Soft furnishing, cupboards, furniture and gadgets are not part of the offering. All images are an artistic conceptualization and do not purport to replicate the exact products.

1 Square Meter = 10.764 Square Feet  
1 Foot = 0.3048 Meter

# ANNEXURE B – SPECIFICATIONS

## **Living & Dining Room**

The walls in the living and dining room look pleasant with white wash/color wash. Floors come with tiles. MS/ Aluminium Windows with glass and flush door shutters look elegant with enamel paint finishing.

## **Bedrooms/Utility**

Rooms look pleasing with white wash/color wash and tiles on floors. MS/Aluminium Windows with glass & flush door shutters are finished with enamel paint.

## **Kitchen**

Kitchen have stone counter top with 2 feet tiles above the counter. The floors are made up of tiles.

## **Toilets**

Toilets are aesthetically designed with CP and sanitary ware, tiled walls up to 7 feet for bathing area, 4 feet for the rest of the area and floors with tiles.

## **Balconies**

Balconies looks stylish with tiles and enamel painted MS railings.

## **External**

The façade looks graceful with pleasing combination of water repellent acrylic paint.

## **Miscellaneous**

- Power back-up for lifts, water pumps and selected/emergency lights for common areas of tower.
- Lifts with automatic rescue device.
- Concealed wiring with sheet & switches.

## **Structure**

Safety is the paramount concern which is why the multistoried structure is earthquake resistant.

Disclaimer :This does not constitute a legal offer. All site plans, floor plans, layout plans, areas, dimensions, prices and specifications etc. are subject to change till final completion of the project. Soft furnishing, cupboards, Furniture and Gadgets are not part of the offering. All images are an artistic conceptualization and do not purport to replicate the exact products.

## ANNEXURE C – SCHEDULE OF PAYMENTS

Type	2BHK
Carpet Area (sq. ft.)*	485.48 (approx.)
Basic Sale Price (₹ / sq. ft.)	₹ 4000/-
Balcony Area (sq. ft.)*	100.00 (approx.)
Basic Sale Price of Balcony Area (₹ / sq. ft.)	₹ 500/-
Total Cost of the flat (₹)	₹ 19,91,908/- (approx.)

S.No	Payment Description		Amount
	As Per Policy	Due Dates	(in ₹)
1	On Application		₹ 99,000
2	On or Before 15th Apr'19	15-04-2019	25% of Total Cost of the flat less Application Amount ₹ 3,98,977
3	Within 04 months of Allotment	19-07-2019	12.5% of Total Cost of the flat ₹ 2,48,989
4	Within 08 months of Allotment	19-11-2019	12.5% of Total Cost of the flat ₹ 2,48,989
5	Within 12 months of Allotment	19-03-2020	12.5% of Total Cost of the flat ₹ 2,48,989
6	Within 16 months of Allotment	19-07-2020	12.5% of Total Cost of the flat ₹ 2,48,989
7	Within 20 months of Allotment	19-11-2020	12.5% of Total Cost of the flat ₹ 2,48,989
8	Within 24 months of Allotment	19-03-2021	12.5% of Total Cost of the flat ₹ 2,48,989
	<b>Total (Rounded Off)</b>		<b>₹ 19,91,908 (approx.)</b>

**Terms & Conditions:**

- EDC/IDC and other charges/taxes shall be payable if specified by Government of Haryana from time to time.
- Stamp Duty (SD) and Registration Charges (RC) shall be payable additionally with the last installment based on prevailing rates at that time.
- Cheque(s)/Demand Draft(s) should be made in favour of “**Conscient A/c Habitat 78**”.
- The above Prices/Payment Plans are subject to revision/withdrawal at any time without prior notice at the sole discretion of the Company.
- Third party charges including Govt. charges and taxes, shall be extra and will be demanded as and when applicable.
- Administrative charges (if applicable), shall be extra.
- GST/Applicable Taxes at applicable rate will be payable additionally along with each installment.
- Non-Payment/Delay in payment of any installment as mentioned above shall attract cancellation of the booking of the above said Apartment/Unit and forfeiture of money as per agreed terms and conditions. The Company may, however, be entitled to condone such delay by imposing penal interest (as applicable) upon such delayed payments accruing from the date of due payment till receipt of payment by the Company.
- The above mentioned payment schedule supercedes all/any other communication/understanding, by the company with reference to the above mentioned unit.

\* 10.76 Square Feet = 1 Square Meter

\* 1 Foot = 0.3048 Meter



# ANNEXURE D – SITE PLAN



## LEGENDS

- 01 Basketball Court (Half)
  - 02 Badminton Courts
  - 03 Kids Play Area
  - 04 Open Gym
  - 05 Walking/ Jogging Track
  - 06 Senior Citizens' Gazebo
  - 07 Yoga/ Meditation Area
  - 08 Community Hall
  - 09 Crèche
  - 10 Electric Sub-station
  - 11 S.T.P.
  - 12 U.G.T
  - 13 Shops
- Tower A-1, A-2, A-3, A-4, A-5, A-6, A-7
- Unit 1, 4, 5, 8 - 2BHK
  - Unit 2, 3, 6, 7 - 2BHK + Utility
- Tower B-1, B-2
- 2 BHK
  - 2 BHK + Utility
- Tower C

Disclaimer: The proposed affordable group housing scheme in Sector-78, Faridabad is duly approved/licensed by the Office of Director, General, Town & Country Planning Dept., Haryana vide License no. 15 of 2016 dated 26.09.2016 (Area measuring 7.394 Acres), revised building plans approved vide DGTCP office memo no. ZP-11/29/SO(BS)/2017/23332 dated 08.09.2017 for developing 1121 dwelling units and commercial development. This project is being developed under Haryana Affordable Group Housing Policy dated 19.08.2013 and modifications and amendments thereto. All the approvals can be checked in the office of the developer. The developer reserves the right to get the approved building plans revised at any stage till completion of the buildings as per prevailing government norms.





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**CONSCIENT INFRASTRUCTURE PVT. LTD.**

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