

AGREEMENT FOR SALE

THIS PLOT BUYER'S AGREEMENT FOR SALE ("Agreement") is made and executed on this ____ day of ____, 2026, at Sohna, Gurgaon Haryana, India;

AMONGST

1. **DREMAWAYS INFRA PROJECTS Private Limited** [(CIN no. **U45500HR2020PTC088466**) (PAN **AAHCD9203A**)] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-802, 8th Floor, Pioneer Urban Square, Sector-62, Golf Course Extension Road, Gurugram Haryana -122001), represented by its authorized signatory, _____, (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the FIRST PART;

AND

[If the Allottee is an Individual]

..... [(Aadhar no.) (PAN)],
 son/ daughter of
 aged about _____, residing at

 (India),
 (hereinafter called "Allottee 1");

[OR]

[If the Allottee is a HUF]

Mr. _____ [(Aadhar no. _____) (PAN _____)], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara

For Allottee

For Developer



For Owner

Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as "**Allottee 1**");

[OR]

1. *[If the Allottee is a company]*

_____, [(CIN no. _____)(PAN _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____, represented by its authorized signatory, _____ (Aadhar no. _____), duly authorized *vide* board resolution dated _____, (hereinafter referred to as "**Allottee 2**");

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)] son/ daughter of _____, aged about _____, residing at _____, (hereinafter called "**Allottee 2**");

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____) [PAN no. _____], son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, and having its place of business/ residence at _____, (hereinafter referred to as "**Allottee 3**");

2. *[If the Allottee is a company]*

_____, [(CIN no. _____) (PAN. _____)] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], and having its registered office at _____, represented by its authorized signatory, _____ (Aadhar no. _____),

For Allottee

For Developer

For Owner



duly authorized *vide* board resolution dated _____, (hereinafter referred to as "**Allottee 3**");

[OR]

[If the Allottee is an Individual]

Mr./ Ms. _____ [(Aadhar no. _____) (PAN _____)],
son/ daughter of _____, aged about _____, residing at
_____, (hereinafter called "**Allottee 3**");

[OR]

[If the Allottee is a HUF]

Mr. _____ [(Aadhar no. _____) (PAN _____)], son
of _____ aged about _____ for self and as the Karta of the Hindu Joint
Mitakshara Family known as _____ HUF, and having its place of business/
residence at

_____, (hereinafter referred to as "**Allottee 3**");

Allottee 1, Allottee 2 and Allottee 3 are hereinafter, jointly or individually as the case may be, referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/their (applicable to the allottee/s

which is/are company/ies) successors-in-interest, permitted assigns, (applicable to the allottee/s which is/are partnership/s) the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns, (applicable to the allottee/s which is/are individual/s) heirs, executors, administrators, successors-in-interest and permitted assigns (applicable to the allottee/s which is/are HUF/s) the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

The 'Promoters' and 'Allottee' shall hereinafter jointly be referred to as "**Parties**".

DEFINITIONS AND INTERPRETATION:

For Allottee

For Developer



For Owner

DEFINITIONS:

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 Land Owner M/s Avril Developers LLP (Pan No. ABXFA5000C), M/s. Citadelis Infra Pvt. Ltd. (Pan No. AALCC7835R) And M/s Inaya Realty have represented that they are the owners and in possession of the land bearing comprised (1.) **AVRIL DEVELOPERS LLP** in Khewat/Khata No. 1207/1231, Mustil No. 141, Killa No. 6/1(1-16), 15/1/1(0-4) Kita 2, measuring 2 Kanal 0 Marla Salam and Khewat/Khata No. 1205/1229, Mustil No 141, Killa No. 6/2/1(4-16), 15/1/2/2(1-6) Kita 2, measuring 6 Kanal 2 Marla Salam and Khewat/Khata no. 1166/1188, Mustil No. 140, Killa No. 11/1(2-18), Kita 1, measuring 2 Kanam 18 Marla and Khewat/Khata No. 1281/1304, Mustil No. 134, Killa No. 25/1/2/ (1-4), Mustil No. 135, Killa No. 21/1/2(1-4), Kita 2, measuring 2 Kanal 8 Marla Salam All khewat measuring **13 Kanal 8 Marla vide Mutation No.-30573 Sanctioned dated 19.12.2024** and (2.) (A) **CITADELIS INFRA PVT. LTD.** & (B) **INAYA REALTY** in Land Khewat/Khata No. 1207/1231, Mustil No. 140, Kila No. 1(8-0), 10(7-9), Mustil No. 141, Killa No. 5/2(1-16), Kita 3, measuring 17 Kanal 5 Marla Salam and Khewat/Khata no. 1205/1229, Mustil No. 141, Killa No. 5/1(6-4), Kita 1, measuring 6 Kanal 4 Marla Salam and Khewat/Khata No. 1281/1304, Mustil No. 134, Killa No. 25/2 (1-17), Mustil No. 135, Killa No. 21/1(1-17), Kita 2, measuring 3 Kanal 14 Marla Salam All khewat measuring 27 Kanal 3 Marla vide Mutation No.-30513 Sanctioned dated 05.12.2024 in the following manner:

Sr. No.	Owner Name	Share	Area
1.	Avril Developers LLP	Full	13 Kanal 8 Marla
2.	(A) Citadelis Infra Pvt. Ltd, (B) Inaya Realty	Undivided Equal Share	27 Kanal 3 Marla
Total			40 Kanal 11

For Allottee

For Developer



For Owner

	Marla
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- B. The Owners are absolute and lawful owners in possession of the land measuring 5.06875 Acres situated in the revenue estate of village Sohna, Tehsil Sohna and Distt. Gurugram, Haryana (said "**Land**") vide sale deed(s) no. registered at the office of the Sub-Registrar Sohna. The Owners and the Developer have entered into collaboration agreements vide Memorandums of Understanding bearing vasika no. 14580 dated 24.01.2025 for land area 5.06875 Acres duly registered with the office of Sub-Registrar Sohna, Gurugram to develop the said Land on the terms and conditions stipulated therein.
- C. The Promoters have applied and obtained a License No. 05 of 2026 (the "**License**") to set up an Affordable Residential Plotted Colony (DDJAY-2016) on the said Land from the Director General Town and Country Planning, Haryana, ("**DTCP**") under the Haryana Development and Regulation of Urban Areas Act, 1975 ("**Act**") on the terms and conditions as stipulated in the said License.
- D. In In pursuance of the aforesaid License, the Promoters have conceived and undertaken the development of an Affordable Residential Plotted Colony under the Deen Dayal Jan Awas Yojana, 2016 (DDJAY), over the said Land situated in the revenue estate of Village Sohna, Sector-5, Tehsil Sohna, District Gurugram, Haryana, be known as "AQVA THE RESERVE" (hereinafter referred to as the "Project"). The Project shall be developed in accordance with the approved layout, demarcation and zoning, and all development works shall be carried out strictly as per the designs and specifications set out in such approved plans.
- E. The Promoters have obtained the final layout plan DRG No DTCP- 11790 dated 08/01/2026 and Zoning plan DRG No DTCP- 11960 dated 09/03/2026, Changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____ under registration No. _____;

- G. The Allottee had applied for residential apartment/commercial unit/IT unit/any other built up unit in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ ("**Building**") along with stilt/ basement parking No. (if applicable) _____ admeasuring

For Allottee

For Developer

For Owner



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

[OR]

The Allottee had applied for a plot in the Project vide application No. _____ dated _____ and has been allotted plot No. _____ having area of _____ square meters and parking area (wherever applicable) admeasuring _____ [Area] (if applicable) in the _____ [Please insert the location of the said parking], as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975).

(hereinafter referred to as the "Plot" more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. _____ [Please enter any additional disclosures/details];
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. 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;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.

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

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:

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

For Allottee

For Developer



For Owner

Plot/Unit for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.

1.2 The Total Price of plot for Residential/Commercial /Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as per approved demarcation/zoning plan (whichever is applicable) is ' _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Plot No. _____ Block No. _____ Area of the Plot (in square meter) _____ Parking (if applicable) _____	Rate of plot per square meter
Total price (in rupees)	_____

OR]

The Total Price of plot for Residential/Commercial /Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as per approved demarcation/zoning plan (whichever is applicable) is ' _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Plot No. _____ Block No. _____ Area of the Plot (in square meter) _____ Parking (if applicable) _____	Rate of plot per square meter
Total price (in rupees)	_____

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Plot/Unit/Apartment for Residential/ Commercial/ Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining

For Allottee

For Developer

For Owner



the necessary approvals from competent authority for the purposes of such possession:

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be) alongwith parking (if applicable) includes recovery of price of land, development/construction of [not only of the Apartment/ Unit/Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) in the Project.

For Allottee

For Developer



For Owner

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% 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 Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 *[Applicable in case of an apartment/unit]* The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund

For Allottee

For Developer



For Owner

the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

[OR]

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

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of

For Allottee

For Developer



For Owner

development of the project and his Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be).

- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.10 The Allottee has paid a sum of _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of DREMAWAYS INFRA PROJECTS PRIVATE LIMITED MASTER ACCOUNT FOR AQUA THE RESERVE' payable at Gurugram

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying

For Allottee

For Developer

For Owner



with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner

1. TIME IS ESSENCE:

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority Builder and shall receive the completion certificate and offer the possession on before 31/12/2029 subject to further extension as allowed by the competent authorities and towards handing over the Plot to the Allottee and the Common Areas to the association of allottees or the competent authorities, as the case may be, as provided under Rule 2(1)(f) of Rules 2017.

For Allottee

For Developer



For Owner

- 1.1 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues/instalments in accordance with the Payment Plan shall also be the essence of this Agreement.

6 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

- 6.1 The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/specifications, and the development work to be laid for the Project where the said Plot is located and has accepted layout/site plan, payment plan and the details of development work including specifications, amenities, facilities, etc. which has been approved and/or to be approved by the competent authority as represented by the Promoters. The Allottee agrees that it has relied neither on any advertisement nor on the persuasions of any channel partner while applying for the allotment of the said Project. The decision for purchasing the said Plot is based on the Allottee's independent due diligence and physical verification the Project, the Plot and requisite permissions thereof.
- 6.2 The Promoters shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms of this Agreement, the Promoters undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms applicable to the Project and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the applicable Act(s) and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoters shall constitute a material breach of the Agreement.
- 6.3 The division of the said Plot for the purpose of the transfer of the same shall not be allowed in any manner. The Allottee shall raise the construction at its own cost over the said Plot in accordance with the sanctioned plan within the prescribed time adhering to the applicable rules and shall seek the necessary occupation certificate from the concerned authority. It is clarified that requisite permissions with regard to the construction over the said Plot, which are not obligation of the Promoters shall be obtained by the Allottee itself at its own cost. The Allottee itself shall be responsible for any violation and breach thereof.

For Allottee

For Developer



For Owner

7 POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot – The Promoters agree and understand that timely delivery of possession of the Plot to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assure to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before 28/02/2030 After Receiving of Completion Certificate on and before 31/12/2029 , unless there is delay or failure beyond the reasonable control of the Promoters, due to war, flood, drought, fire, cyclone, earthquake, epidemics, pandemic, lockdown, industrial disputes, natural disasters, non-grant/cancellation/withholding of any requisite approval by the competent authority, issue of injunction, court orders, directions or any other calamity caused by nature affecting the regular development of real estate projects (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Project. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then the allotment of the Plot to the Allottee shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 90 (Ninety) days from that date. The Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoter, the Owners and the Plot, and that the Promoters shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoters shall, upon obtaining the part completion/completion certificate from the competent authority and subject to receipt of complete payment of the Total Sale Value and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed, offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of part completion/completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 (three) months from the date of issue of part

For Allottee

For Developer



For Owner

completion/completion certificate. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoters/MSA/association of allottees, as the case may be after the issuance of the part completion/completion certificate for the Project. The Promoters shall hand over the copy of part completion/completion certificate of the Plot to the Allottee at the time of conveyance of the same.

7.3 Failure of the Allottee to take Possession of Plot –

(A) Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take the possession of the Plot from the Promoters by executing necessary documents, including indemnities, undertakings and such other documentation as prescribed in this Agreement or as required by the Promoters, and the Promoter shall give possession of the Plot to the Allottee, as per the terms and conditions of this Agreement.

Fulfilment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Plot to the Allottee and subsequent execution and registration of conveyance deed. Refusal to fulfil any of the conditions listed above by the Allottee shall amount to a breach of this Agreement and entitle the Promoter to terminate the Agreement in accordance herewith.

Notwithstanding any other provisions of this Agreement, if the Allottee fails, ignores or neglects to take the possession of the Plot in accordance with the written intimation sent by the Promoters, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2. Maintenance charges shall keep accruing from the date mentioned in the offer of possession.

(B) In the event, the Allottee fails to take possession of the said Plot within due Date from the date of offer in writing by the Promoters to take such possession, the Allottee shall be liable to pay the holding charges to the Promoter @ Rs. 250 per sq. yards. per month on the entire area of the said Plot ("Holding Charges") to be calculated from the first day after the expiry of the aforesaid due date for the entire period for which the Allottee fail to take the possession of the said Plot. The Holding Charges shall be distinct charge in addition to the maintenance charges and not related to any other charges/Total Sale Value as provided under this Agreement. In case the Allottee fails to take the possession for 12 months from the date of offer of possession of the said Plot, the Promoters shall be entitled at their own discretion to cancel the allotment of the said Plot and refund the amount paid by the Allottee after deduction of Booking Amount/Earnest Money, brokerage, interest payable holding charges

For Allottee

For Developer



For Owner

maintenance charges (till the date of such cancellation), cost of any incentive or scheme given and any other amount of a non-refundable nature.

- 7.4 Possession by the Allottee** – After obtaining the part completion/completion certificate or approved Zoning-Cum-Demarcation Plan/provision of the services by the Promoters duly certifying/part completion/completion for the said Project and handing over physical possession of the plots to the allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of RERA Rules in due course of time subject to applicable laws, if any.
- 7.5 Cancellation by the Allottee** – The Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the Act and/or as set out in Clause 9.1 and 9.2 hereinbelow.
Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit the Booking Amount/Earnest Money and interest component on delayed payment (payable by the Allottee for breach of Agreement and non- payment of any due payable to the Promoters) and brokerage. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation.
- 7.6 Compensation** – The Promoters shall compensate the Allottee in case of any loss caused to it due to defective title of the said Land, on which the Project is being developed/ has been developed, in the manner as provided under the Act.
- 7.7** Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (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

For Allottee

For Developer



For Owner

every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot/Unit/Apartment for Residential/Commercial/

For Allottee

For Developer



For Owner

Industrial/IT/any other usage alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot/apartment/commercial unit/IT 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 provide ready to move in possession of the developed Plot/ Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage alongwith parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

[OR]

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

For Allottee

For Developer



For Owner

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.

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

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

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 Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be

For Allottee

For Developer



For Owner

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.]¹

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

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

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage.

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

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship,

¹ In ANNEXURE 'A', in serial number 9.3, in para (ii), at the end, above words added, vide Rule 26 (ii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

For Allottee

For Developer



For Owner

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.]²

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

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

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

² In ANNEXURE 'A', its serial number 12, after the proviso, above words and signs added, vide Rule 26 (iii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

For Allottee

For Developer



For Owner

responsible to maintain the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/ any other usage alongwith parking (if applicable) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) and keep the Plot/Unit/Apartment for Residential/Commercial / Industrial/IT Colony/any other usage alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable), 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

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

For Allottee

For Developer



For Owner

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

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) _____;
- (B) _____;
- (C) _____;
- (D) _____;
- (E) _____;

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 an fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.

For Allottee

For Developer

For Owner



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 Plot/Unit/ Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable).

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT Colony/any other usage and parking (if applicable) in case of a transfer, as the said obligations go along with the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) 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 construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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, 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

For Allottee

For Developer



For Owner

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 area/carpet area of the Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT Colony/any other usage and parking (if applicable) bears to the total area/carpet area of all the Unit/Apartments/Plots 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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)
M/s _____
Promoter name

(Promoter Address)

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

For Allottee

For Developer

For Owner



Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:

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

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 thereunder.]³

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.]

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

³ In ANNEXURE 'A', in serial number 33, for the words "[which the same shall be settled through the adjudicating officer under the Act]", the words and signs "[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 thereunder]" substituted, vide Rule 26 (iv) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

For Allottee

For Developer

For Owner



Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



For Allottee

For Developer

For Owner

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



For Allottee

For Developer

For Owner

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



For Allottee

For Developer

For Owner

SCHEDULE 'C' - PAYMENT PLAN

Sl. no.	Installment	Percentage of total consideration	Amount (in Rs.)	Balance Payable (in Rs.)
1.	Booking	<10%		
2.	Execution and Registration of BBA	40%		
3.	Possession	50%		
	Total Payable	100%		

Development Link Plan

On booking Application	8 %
30 days from booking application or After Execution & Registration of Builder Buyer Agreement whichever is later	22%
60 days from booking application After Execution of Builder Buyer Agreement whichever is later	20%
50 % completion of services	20 %
After completion of Services	20%
On application for completion certificate	5%
After receiving completion certificate	5 %

OR

For AllotteeFor DeveloperFor Owner

Any other plan duly approved by HARERA

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



For Allottee

For Developer

For Owner

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.



For Allottee

For Developer

For Owner