

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_ (Date) day of \_\_\_\_ (Month), 20 \_\_,

### By and Between

M/s ROF Infratech and Housing Private Limited (CIN No.: U70102DL2012PTC239356), a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered office at M-18 (M Block Market), Greater Kailash-II, New Delhi-110048 and its corporate office at First Floor, Plot No. 80, Sector 80, Gurugram, Haryana-122001 (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

#### *[If the Allottee is an Individual]*

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

### 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) (as amended from time to time);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" or Rules 2017 means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (as amended from time to time);
- (d) "Section" means a section of the Act.

### WHEREAS:

- A. That the Promoter is the sole, absolute and lawful owner of land parcel comprising in Rect. No. 222: Killa No. 12/1(1-0), 18(8-0), 19/1/2(5-12), 19/2(0-8), 22/1(0-8), 22/2/1(0-3), 22/2/2(5-19), 22/3(1-10), 23/1(6-9), 23/2(1-11), Rect. No.227; Killa Nos. 2/1(0-8), 2/2(7-6), 2/3(0-7), 3(8-0), 8(8-0), 9/1/1(0-8), 9/1/2(1-10), 12(8-0), 13/1(4-0), 13/2(4-0), 19(8-0), 22(8-0) total admeasuring 11.11875 Acres (88 Kanal 19 Marla) situated at Sector 7, in the revenue estate of Village Sohna, Sohna, Gurugram, Haryana ("**Said Land**") *vide* Sale Deed dated 05.12.2023 registered as document no. 11541 and Sale Deed dated 11.01.2024 registered as document no. 13085 both registered before the at the office of the Sub-Registrar, Sohna, Gurugram, Haryana;
- B. That the Said Land is earmarked and approval has been accorded by the Competent Authority(ies) for the purpose of construction and development of a residential project with commercial complex, comprising multistorey affordable group housing buildings, common infrastructure, parking sites and common building (common hall/Anganwadi-cum-creche), and the said project shall be known as "ROF Antares" (hereinafter referred to as the said "Project");

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director Town and Country Planning, Haryana (Hereinafter referred to as the "DTCP") has granted the approval/sanction to develop the Project vide License No. 182 of 2024 dated 10.12.2024 (Hereinafter referred to as the said "License") under the Haryana Development & Regulation of Urban Areas Act, 1975 (Hereinafter referred to as the "1975 Act") and the Haryana Development & Regulation of Urban Areas Rules, 1976 (Hereinafter referred to as the "1976 Rules") read with the Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide Town and Country Planning Department notification dated 19.08.2013 as amended from time to time (Hereinafter referred to as the "Policy") for construction and development of the said Project;
- E. The Promoter has obtained approval of the building plans from DTCP vide letter bearing Memo No. ZP-2059/JD(RA)/2025/39819 dated: 15/10/2025 and the environmental clearance bearing no. \_\_\_\_\_ dated: \_\_\_\_\_ from the State Environment Impact Assessment Authority, Haryana, for the Project. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram vide registration no. \_\_\_\_ of 2025 dated \_\_\_\_;
- G. The Allottee had applied for allotment of a residential flat in the Project *vide* application no. \_\_\_\_\_ together with requisite affidavit(s) in terms of the Policy (Hereinafter referred to as the "Application") and has been allotted flat no. \_\_\_\_\_ in Tower-\_\_ (Hereinafter referred to as the "Said Building") on \_\_\_\_ Floor , having Carpet Area of \_\_\_\_\_ Sq.Ft. and balcony area of \_\_\_\_\_ Sq.Ft., together with parking no. \_\_\_\_ (two-wheeler parking site) and *pro-rata* right share in the Common Areas as defined under Rule 2(1)(f) of the Rules, 2017("Common Areas") details/ floor plan of which are more specifically provided in Schedule - \_\_\_\_ (hereinafter referred to as the said "Unit"),
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, and the said Policy, etc., applicable in the State and related to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit for Residential purposes as specified in this Agreement

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase said Unit as specified in Para G.
- 1.2 The Total Price for the built up Unit based on the carpet area and the Balcony Area is \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**"):

Block/Building/Tower No. ____ Apartment No. _____ Type _____ Carpet Area: Floor _____ Parking No. _____	Rate of Apartment per square feet Rs. _____/-
Balcony Area:	Rs. _____/-
GST (As Applicable)	
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 said Unit in compliance of the said Policy;
- (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 paid/payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies 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 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 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 the Unit includes recovery of price of land, development of the Common Areas (if applicable), internal development charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, in the apartment, water line and plumbing, finishing with paint, doors,

windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit in the said Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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. 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 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.
- 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 Unit, 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 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 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.

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit for Residential as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Unit alongwith the demarcated two-wheeler parking;
  - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017. The Allottee 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 o and as per the provisions stipulated in the said Policy;
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her Unit. The Allottee agrees and understands that the Promoter shall not be held responsible for any accident which may occur on the said Project site.
- 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 Allottee, 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 concerned 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 Unit 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 Unit as prescribed in the Payment Plan *i.e.* **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 'ROF Infratech and Housing Private Limited' payable at Gurugram.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the 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.

**6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT**

The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/website (as the case may be) regarding the Project where the said Unit is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the applicable bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, policy, terms and condition of the license/allotment as well as registration of

RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Development and Regulation of Urban Areas Act, 1975 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE UNIT:**

**7.1** The Promoter shall offer possession of the said Unit to the Allottee within a period of 6 years from the date of commencement of the Project *i.e.* approval of building plan or grant of environment clearance whichever is later ("**Commencement Date**"), alongwith two wheeler parking (if applicable) to the Allottee and the 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, subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by the Promoter in terms of this Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan. For this purpose, the Promoter shall apply to the DTCP for renewal of the License of the Project beyond the specified period of 4 years and pay the renewal fee at the prescribed rates, in terms of Clause 7(a) of the Affordable Housing Policy, 2013.

**7.2 Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the 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, is the essence of the Agreement.

The Promoter assures to hand over possession of the Unit as per agreed terms and conditions unless there is delay due to "*force majeure*", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the grant of Occupation Certificate of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure* and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within 90(ninety) days. The Promoter 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 he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

## **7.3 Procedure for taking possession of Unit—**

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the Project shall offer in writing the possession of the Unit within 3 (three) months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy of occupation certificate or part thereof in respect of the said Project at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

#### 7.4 Failure of Allottee to take Possession of Unit—

Upon receiving a written intimation from the Promoter as per para 7.3, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.3, such Allottee shall continue to be liable to pay maintenance charges/Operation Charges from the date of **Offer of Possession**.

#### 7.5 Possession by the Allottee—

After obtaining the occupation certificate of the building blocks in respect of the Project by the Promoter, and handing over the physical possession of the Unit along with two-wheeler parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 20177.6

#### Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit an amount of Rs.25,000/- paid by the Allottee in addition to the amount as calculated in the following manner shall be treated as earnest money (“**Earnest Money**”) in accordance with the Affordable Group Housing Policy date: 19.08.2019 and as amended by the notification dated: 05.07.2019.

S.No	Particulars	Amount to be forfeited as Earnest Money
1.	In case of surrender of flat before commencement of project	Nil
2.	In case of surrender of flat upto 1 year from the date of commencement of the project	1% of the cost of flat*
3.	In case of surrender of flat upto 2 years from the date of commencement of the project	3% of the cost of flat*
4.	In case of surrender of flat after 2 years from the date of commencement of the project	5% of the cost of flat*

And in addition to the above calculation of the earnest money, the Promoter is also entitled to deduct the applicable taxes GST/taxes, 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 returned by the Promoter to the Allottee within 90 (ninety) days of such cancellation, subjected to submission of the requisite documents and the execution of the cancellation deed of the registered agreement to sale (if any) in respect to the said the Unit.

\*Note: (i) The cost of the flat/Unit shall be the total cost as per the rate fixed by the competent authority in the policy as amended from time to time.

(ii) The date of commencement of the Project shall be as prescribed under sub-clause iii. of Clause 1 of the Affordable Group Housing Policy dated: 19.08.2013 as issued by the Town and Country Planning Department, Haryana.

**7.7 Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation —**

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

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

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, 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 every month of delay, till the offer of the possession of the Unit which shall be paid by the Promoter to the allottee within ninety days of it becoming due.

In case obligation is not complied with by the Promoter

- (i) the authority shall order to return the total amount received by the Promoter in respect of the Unit, with interest at the rate prescribed in the Rules in case the Allottee wishes to withdraw from the Project.
- (ii) in case Allottee claims compensation in this regard he/she may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72 of the Real Estate (Regulation and Development) Act, 2016.
- (iii) if the Allottee does not intend to withdraw from the Project the authority shall order the Promoter to pay the Allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Unit.

- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16 of the Rules of 2017.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter 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 other than those as disclosed to the Authority;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Unit being sold to the allottee 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, as well as for the Unit 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee, 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 said Land 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 said Land;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of unit has been issued and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and 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 land) 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 Unit 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 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.
- (ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of its 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 Unit, along with interest at the rate prescribed in the Rules within 90 (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/she 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 Unit, which shall be paid by the Promoter to the Allottee within 90(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 demands made by the Promoter as per the Payment Plan annexed hereto which is in compliance of the Affordable Housing Policy, 2013 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 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit allotted in favour of the Allottee and refund the money paid to him/her 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 2 (two) percent. 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. 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 30 (thirty) days prior to such termination.

**10. CONVEYANCE OF THE SAID UNIT:**

The Promoter, on receipt of total price of Unit, shall execute a conveyance deed in favour of Allottee(s) preferably within 3 (three) months but not later than 6 (six) months from possession.

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

**11. MAINTENANCE OF THE SAID UNIT / 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. For a period of 5 (five) years from the date of grant of Occupancy Certificate in relation to the Project, the maintenance works and services in relation to the Common Areas shall be provided by the Promoter. After the aforesaid period of 5 years, the Project shall be transferred to the Association of Allottees constituted under the Haryana Apartment Ownership Act, 1983 (as amended from time to time) which shall thereafter overtake the providing of the maintenance services to the Project and thereafter the Promoter shall have no further obligation to provide any maintenance services in the Project.

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 its scope.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (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 which is beyond the original specifications/design.

**13. RIGHT TO ENTER THE UNIT 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 agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Unit after giving due notice 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 \_\_\_\_\_, shall be earmarked for purposes such as two wheeler parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as two wheeler 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.

The Allottee shall use the said Unit only for residential purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any part building structure or to the stability of the building.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit along with two wheeler parking (if applicable) and keep the Unit for Residential along with two wheeler 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 Unit for Residential or place any heavy material in the common passages or

staircase of the Building. The allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**17. ADDITIONAL CONSTRUCTIONS:**

17.1 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 that has been sanctioned and approved by the competent authority(ies) and disclosed, except after taking requisite permissions /sanctions from the competent authority.

17.2 The Allottee understands, agrees and confirms that (a) in case of procurement of further area adjoining the Said Land, and/or (b) further construction becomes permissible in future on the Said Land (including additionally acquired land), and/or (c) in case any unutilized or additional FAR (beyond the current applicable FAR) is permitted in the Project and/or the Said Land due to change in policy, density norms or any other reason, the Promoter shall have the sole and exclusive right to own, use, utilize, construct, develop and deal with such unutilized/ additional FAR anywhere in the Project (including buildings already constructed therein) and/or any other project, without any objection or interference from the Allottee even if the Project is completed and possession has been handed over. In such a situation, the proportionate share of the allottees in the land underneath the Project and the Common Areas of the Project shall stand varied accordingly. The Allottee hereby gives unconditional consent to the Promoter to utilize the aforesaid unutilized/ additional FAR, and shall not claim or demand any compensation for the same. Further, the Common Areas (including facilities and residuary rights in the Project) shall continue to remain vested with the Promoter till such time the Project is fully transferred to the association of allottees in the Project, and the allottees in the Project shall be deemed to have consented to the Promoter to carry out further construction or other activities related thereto.

17.3 The Allottee further agrees that in case of ongoing construction on any part of the Project and/or the Project site or further construction on any portion of the Said Land (including additionally acquired land) or the Project becomes permissible, the Promoter shall have exclusive right to take up or complete such further construction as belonging to the Promoter. It is agreed that in such a situation or with a view to complying with the applicable laws, the right of the allottees in the Common Areas and in the land underneath the Project shall stand varied accordingly, without any claims from the Allottee. The Promoter is entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities / installations without any objection or hindrance from the Allottee. It is clarified that any future permissible expansion on the Said Land shall be an integral

part of the Project itself, if so decided by the Promoter, and in such case, the Promoter shall be entitled to conjoint various facilities and amenities in the Project such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19. APARTMENT OWNERSHIP ACT:**

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 Of Haryana.

**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 law of the State of Haryana.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit 10 (ten) percent of booking amount.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit

and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit and parking (if applicable) in case of a transfer, as the said obligations go along with the Unit and parking (if applicable) for all intents and purposes. Notwithstanding anything to the contrary contained in this clause the Allottee confirms that h/shee shall comply with the provisions of the Affordable Housing Policy, as applicable in the state of Haryana.

**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 annexed herewith 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 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 Unit bears to the total area/Carpet Area of all the Unit/Shop 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 Gurugram, Haryana 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 competent Tehsil in District Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

**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)

Name of the Promoter : M/s ROF Infratech and Housing Private Limited

Address of the Promoter: First Floor, Plot No. 80, Gurugram, Haryana-122001

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

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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 unit, prior to the execution and registration of this Agreement for Sale for such Unit, 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram, Haryana 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 \_\_\_\_\_

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 \_\_\_\_\_

**SCHEDULE 'A' - DESCRIPTION OF THE UNIT**

**SCHEDULE 'B' - FLOOR/SITE PLAN OF THE UNIT**

**SCHEDULE 'C' - PAYMENT PLAN**

**# Notwithstanding anything to the contrary contained in the Application Form/Agreement for Sale , in case of allotment of units in the Project are done in two or more phases due to receipt of applications lesser than the total number of sanctioned flats in the Project or allotment being made in subsequently conducted draw of lots or otherwise as per the relevant**

**provisions of the Affordable Housing Policy, 2013, the applicants in the subsequent phases will be required to pay at the time of allotment an amount equivalent to the amount already demanded from the applicants in the first phase.**

**SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES OF THE UNIT**

**SCHEDULE 'E' -SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT**