

AGREEMENT FOR SALE

1. This Agreement for Sale (“ **Agreement**”) executed on this ____ (Date) day of _____ (Month) , 20____,

By and Between

Army Welfare Housing Organisation (AWHO) (CIN No. _____), a Society incorporated under the provisions of the Societies Registration Act XXI of 1860, having its registered office at Kashmir House, Rajaji Marg New Delhi - 110011 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).

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 A assigns).

2. 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, 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:

3. Vide Haryana Urban Development Authority (HUDA) allotment letter No 1025 dated 01 Apr 2016 possession of the land was handed over by Estate Officer, HUDA on 05 Apr 2016 to AWHO.

4. The Said Land is earmarked for the purpose of a building [~~residential/ commercial/ industrial/ IT/ any other purpose~~] project, comprising 300 Nos multistoried **apartment(s)**/ building(s)/ [*insert any other components of the Projects*] and the said project shall be known as ‘JAI JAWAN AWAS YOJNA BAHADURGARH’ (“ **Project**”);

5. Provided that where the land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/~~residential~~ development shall be permitted unless it has been approved by the competent authority;

6. 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;

7. The HUDA [Please insert the name of the concerned competent authority] has granted the approval/ sanction to develop the Project vide approval dated 01 Apr 2016 bearing license/ sanction no. 1025.

8. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from HUDA [Please insert the name of the concerned competent authority]. 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;

9. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate

Regulatory Authority at Panchkula on _____ under registration no. _____;

10. 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 to be decided later based on draw of lots having carpet area of 572 square feet on _____ floor in {tower/block/building} No _____ (“Building”) along with stilt/basement/open parking no (if applicable) _____ admeasuring _____ square feet in the _____ {Please insert the location of 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**);

11. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

12. _____ [Please enter any additional disclosures/details];

13. 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;

14. 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;

15. 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 10.

Eligibility (Appendix 'F')__

16. All serving and retired JCOs and Other Ranks (OR), widows who are in receipt of family pension and parents of unmarried fatal Battle and Other Fatal Casualties (JCOs/OR) provided they are not in possession of any other DU allotted from the AWHO or are not allottees of any other AWHO scheme, are eligible for allotment of Jai Jawan Apartment at JaiJawan Awas Yojna Bahadurgarh. The applicant/wife/dependent children should not own any residential property in Bahadurgarh, which has been allotted by any Govt agency like **Haryana Urban Development Authority (HUDA)** etc. Other terms and conditions of State Govt/Land allotting authority issued from time to time will also apply. To enable us to ascertain your eligibility for acquiring a DU at Jai Jawan Awas Yojna Bahadurgarh from this Organisation, please submit an Affidavit on non-judicial stamp paper of an amount which is prescribed by the state where the Affidavit is to be executed duly attested by 1st Class Magistrate or a Notary Public showing the details of your property, if not already submitted, along with the acknowledgement letter vide para 13 below. If the Affidavit is attested by a Notary Public, Notarial Stamp of Rs 5/- will be affixed. **The affidavit attested by the OC unit will not be accepted. A specimen is attached at Appendix 'A'.** If it is discovered at a later stage that property shown in Para 17 of Application form (AH-30) was allotted to them directly or indirectly by **Harayana Urban Development Authority (HUDA) or any Govt Agency**, the allotment will be cancelled. The affidavit duly executed should reach this office by _____.

Acknowledgement

17. Acknowledgement as per **Appendix 'G'** to this booking letter may please be sent latest by _____. In case there is any query, the same should be raised separately without delaying the ack form.

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

18. Subject to the terms and conditions as detailed in the agreement, the Promoter agrees to sell to the allottee and the allottee hereby agrees to purchase the residential unit alongwith parking as under :-

Aprox Estimated Cost (lacs)	Amount Already Paid (including Interest)	Balance to be Paid
(a)	(b)	(c)
28.00 plus 12% GST		

Note :-

1. The above cost includes a covered parking in stilts. For those allotted an open car parking the cost of the DU shall be Rs 26.50 Lacs + 12% GST.
2. Corpus Money. A suitable lumpsum amount shall be recovered alongwith the final installment as Corpus Money to be handed over to RWA, for carrying out major maintenances/ improvement activities in the complex.
3. Facility Mgt Fund. A monthly advance of approx 12-18 months shall be recovered from all allottees alongwith the final installment, to carry out the monthly maintenance activities till the formation of RWA.

19. **Payment Schedule.** The schedule of payment, as applicable to you is given below :-

<u>Instalment No</u>	<u>Type of Payment</u>	<u>Amount</u>	<u>Due Date* (from issue of Booking Letter)</u>
1	20% Cost of DU + GST		03 Months
2	15% Cost of DU + GST		06 Months
3	15% Cost of DU + GST		12 Months
4	15% Cost of DU + GST		18 Months
5	15% Cost of DU + GST		24 Months
6	10% Cost of DU + GST		30 Months
7	10% Cost of DU + GST		On issue of Possession Letter

* Date of payment may change as per actual progress of work.

Notes:-

1. If the due date happens to be a Saturday, Sunday or a Gazetted/ Closed holiday, the next working day will be treated as due date.
2. Amount shown against each installment has been rounded off to the nearest thousand rupees and balance cost will be adjusted in the 6th installment.
3. Notwithstanding the schedule of payments given out in Para 20 above, it is mentioned that payment will be strictly construction progress linked for ease of the allottees.
4. Details of Dwelling Unit (No & Block etc.) will be intimated later after the computerised draw is held just prior to the project nearing completion. Allottee's choice will be sought prior to the draw.
5. Allottees are requested to submit a self attested photocopy of their PAN Card at the earliest, if not already submitted.
6. The payment schedule has been designed to be construction linked and in six instalments. However, AGIF will club above instalments in a manner to disburse loans to allottees in four instalments due to their own working restrictions and as intimated by them.
7. Any change in the payment plan shall be intimated to the allottees.

Explanation

1. 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);
2. 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 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;

3. 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;

4. 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 52 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.

20. 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.

21. 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 there under 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 there under or as per approvals/ instructions/ guidelines of the competent authorities.

22. ~~[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 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 19 of this Agreement.

23. Subject to para 47 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:

(a) 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)~~;

(b) 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;

(c) The Allottee has the right to visit the project site to assess the extent of development of the project and his ~~Plot/ Unit/~~ Apartment for Residential/ ~~Commercial/ Industrial/ IT/~~ any other usage ~~(as the case may be)~~.

24. 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.

25. 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.

Mode of Payment

26. The following facilities, in addition to the existing facilities given out at Para 38 of AWHO Master Brochure Jul 1987 (as amended), are extended **exclusively** for AWHO allottees for **Payment of instalments** only :-

(a) Payment of instalments by an allottee can be made through Bank Draft/Pay Orders/ Local Cheques/ Multicity Cheques/ Bankers Cheques/ E-banking. All payments will be endorsed "Payees Account only" drawn in favour of "The Managing Director, AWHO" payable at New Delhi. **No outstation cheques/post dated cheques or cash will be accepted.** On the reverse of the instrument, Registration No, Name of Allottee, Mobile Phone contact No and Name of Project should be endorsed. In case of incomplete information, even when payments have been received in time, allottees may be vulnerable to payment of interest for the delayed period due to lack of linking of the payment. **Since couriers are not permitted inside Defence Headquarters premises, payments be sent through post or in person.**

(b) Payments of instalments can also be made through E-banking.

The bank will charge Rs 10/- per transaction and this amount will be recovered from the allottee at the time of preparation of payment statement of accounts.

(c) Payment if made through **RTGS/NEFT or Internet Banking**, the allottee should e-mail/fax the details of remittance with registration No, amount remitted, date of payment, Name of Bank/ Branch UTR/ ITR No etc so that it can be linked and a receipt is generated. The allottee must mention in 'REMARKS', THE REGISTRATION NUMBER AND NAME OF THE ALLOTTEE while making NEFT/RTGS transactions. Our details are as under :-

- (i) Beneficiary Account Name - Army Welfare Housing Organisation.
- (ii) Beneficiary Account No - SB A/C No 000701266854
- (iii) Beneficiary Bank Name - ICICI Bank, New Delhi Branch,
9A, Phelps Building, Connaught Place,
New Delhi-110011
- (iv) IFS Code - ICIC0000007

(d) Allottees are advised to check their IRLA on AWHO website and ensure credit of the amount in their IRLA. AWHO is not responsible for late clearance of instrument by any agency due to any reasons whatsoever. Therefore, payments be made in such a way that the amount gets credited by due date of payment of instalment to avoid interest on delayed payment. Therefore, cheques should reach AWHO two working days prior to the date of payment.

(e) The Project Code for Jai Jawan Awas Yojna Bahadurghr project is **JB1**.

(f) Refund of excess amount paid by an allottee or loaning agency will be made on specific request only.

(g) All efforts are made to send back a dishonoured cheque to allottees after these are received back from clearing agencies/institutions.

Compliance Of Laws Relating to Remittances

27. The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any other 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 any other 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.

28. The Promoter accepts no responsibility in regard to matters specified in para 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.

Adjustment/ Appropriation Of Payments

29. 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.

Time is Essence

30. 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 ~~Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be)~~ alongwith parking (if applicable) to the Allottee(s) 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.

Construction/ Development of The Project

31. 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(s) where the said ~~Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be)~~ alongwith parking (if applicable) 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.

32. The Promoter 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 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 HUDA [*Please insert the relevant State laws*] 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 there under 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.

Possession Of The ~~Plot/ Unit/ Apartment~~ For Residential/ Commercial/ Industrial/ IT/ Any Other Usage (As The Case May Be)

33. **Schedule for possession of the said ~~Plot/ Unit/ Apartment~~ for Residential/ Commercial/ Industrial/ IT/ any other usage** - The Promoter agrees and understands that timely delivery of 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) 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.

34. The Promoter assures to hand over possession of the ~~Plot/ Unit/ Apartment~~ for Residential/ Commercial/ Industrial/ IT/ any other usage (~~as the case may be~~) alongwith parking (~~if applicable~~) as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/ guidelines, delay by the contractor or dispute with the contractor, decisions affecting the regular development of the real estate project. If, the completion 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 ~~Plot/ Unit/ Apartment~~ for Residential/ Commercial/ Industrial/ IT/ any other usage (~~as the case may be~~).

35. 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 ninety days. The promoter shall intimate the allottee about such termination at least 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.

Procedure for Taking Possession

36. **(a) Procedure for taking possession of Plot** - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may

be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [~~Residential/ Commercial/ Industrial/ IT Colony/ any other usage (as the case may be)~~] alongwith parking (~~if applicable~~) 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.

(b) **Procedure for taking possession of built-up Unit/ Apartment** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ ~~Commercial/ IT Colony/ Industrial/ any other usage (as the case may be)~~ alongwith parking (~~if applicable~~) shall offer in writing the possession of the unit/ apartment within 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 fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/~~Commercial/ IT Colony/ Industrial/ any other usage (as the case may be)~~ alongwith parking (~~if applicable~~) 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.

37. Failure of Allottee to take Possession of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage - Upon receiving a written intimation from the Promoter as per para 41, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ ~~Commercial/ Industrial/ IT/ any other usage~~ 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 Plot/ Unit/ Apartment for Residential/ ~~Commercial/ Industrial/ IT/ any other usage~~ 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 41, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 41.

38. **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/~~Commercial colony/ IT Colony~~ or approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot/ Unit/ Apartment for Residential/~~Commercial/ Industrial/ IT/ any other usage~~ alongwith 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, 2017.

39. **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the 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 returned by the promoter to the allottee within ninety days of such cancellation.

40. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and 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, delay or breach of contract by the contractor/ construction agency, decisions, if the promoter fails to complete or is unable to give possession of the ~~Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/~~ any other usage alongwith parking (if applicable).

(a) in accordance with the terms of this Agreement, duly completed by the date specified in para 35;

or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the ~~Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/~~ any other usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within **ninety** days of it becoming due.

Other Terms and Conditions

41. Other terms and conditions are given at Appendix 'H' to this letter. Please note that the terms and conditions given in **Appendix 'H'** do not supersede rules/ bye laws contained in the AWHO Master Brochure OR given in the Advertisement of this scheme and also informed to you vide any of our other letter.

Representations And Warranties of The Promoter

42. The Promoter hereby represents and warrants to the allottee as follows :-

- (a) 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;
- (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (c) 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]
- (d) 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;
- (e) 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;
- (f) 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;

(g) 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;

(h) 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/ 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;

(j) 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;

(k) 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;

(l) 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.

Events Of Defaults And Consequences

43. Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, delay or breach of the contract by the contractor/construction agency, decisions, the Promoter shall be considered under a condition of Default, in the following events:

(a) 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 35 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

(b) 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.

(c) 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 there under.

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

(a) 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

(b) 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.

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

(a) 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;

(b) 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 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.

Conveyance Of The Said Unit/ Apartment/Plot

46. 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.

Maintenance Of The Said Building / Apartment / Project

47. 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.

Defect Liability

48. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter **within a period of 5 (five) years** by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects

without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

Right To Enter The Unit/ Apartment/ Plot For Repairs And Maintenance Works

49. 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).

Usage

50. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the JAI JAWAN AWAS YOJNA BAHADURGARH (*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, 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 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.

General Compliance With Respect To The Unit/ Apartment/ Plot

51. The Allottee shall, after taking possession, be solely 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

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condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

52. 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.

53. The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Compliance of laws, notifications etc. By parties

54. 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.

Additional Constructions

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

Promoter Shall Not Mortgage Or Create A Charge

56. 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~~

Apartment Ownership Act (Of The Relevant State)

57. 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) _____;

Binding Effect

58. 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.

Entire Agreement

59. 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,

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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).

Right To Amend

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

Provisions of This Agreement Applicable on Allottee(s) / Subsequent Allottee(s)

61. 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.

Waiver Not A Limitation To Enforce

62. 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.

63. 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.

Severability

64. 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.

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Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement

65. 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.

Further Assurances

66. 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.

Place Of Execution

67. 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 _____.

Notices

68. 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)

69. 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.

Joint Allottees

70. 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.

Savings

71. Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the ~~unit~~ apartment, plot or building, as the case

may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

Governing Law

72. 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.

Dispute Resolution

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

74. All matters of dispute, differences relating to the registration, booking, allotment and cancellation, and in all such other matters as are incidental to these and are likely to affect the mutual rights, interests, privileges, claims of the registrants vis-à-vis the Organisation, may be referred to the Chairman of the Organisation, who shall appoint a sole arbitrator under the provisions of the Arbitration and Conciliation Act 1996 and/or such provisions as may be amended from time to time, whose award shall be final and binding on both the parties. The arbitration proceedings shall be held in Delhi only regardless of where the property under dispute is located.

75. Appointment of an arbitrator will not be objected to on the grounds that he is subordinate to the Chairman, is a member of the Board of Management or Executive Committee or is a registrant of this Organisation.

76. No request for arbitration or adjudication of a dispute will be entertained by the Chairman unless it is made within two months of the cause of action and prior to

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taking possession of dwelling unit. Possession will not be given till the arbitration proceedings are complete.

77. No request for arbitration will be entertained by the Chairman unless he is convinced that the dispute warrants recourse to arbitration.

[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 New Delhi (*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 _____

Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

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1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

- SCHEDULE 'A'** - PLEASE INSERT DESCRIPTION OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE AND PARKING (IF APPLICABLE) (As per Tech Brochure)
- SCHEDULE 'B'** - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT/ PLOT ((As per Tech Brochure)
- SCHEDULE 'C'** - PAYMENT PLAN
- SCHEDULE 'D'** - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE) ((As per Tech Brochure)
- SCHEDULE 'E'** – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) (As per Tech Brochure)
- SCHEDULE 'F'** - AFFIDAVIT AS PER PARA 16 OF AGREEMENT FOR SALE.
- SCHEDULE 'G'** - ACKNOWLEDGEMENT AS PER PARA 17 OF AGREEMENT FOR SALE
- SCHEDULE 'H'** - OTHER TERMS AND CONDITIONS AS PER PARA 43 OF AGREEMENT FOR SALE

[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.

Appendix 'H'

(Refer to Para 42 of AWHO Agreement of Sale of Jai Jawan AwasYojna,Bahadurgarh

OTHER TERMS AND CONDITIONS

Deferment of Booking

1. Once a registrant comes up for booking as per his seniority, he has to accept the booking. Deferment of booking is NOT permissible and no such request will be entertained by AWHO.

Change to Spot Scheme/Annual Registration of Other Project

2. After issue of this booking letter, any request for change to a Spot Scheme/Annual Registration for another project if and when announced by AWHO will not be accepted. Should you decide to opt for another scheme, you will have to withdraw from the present registration and apply for other project / scheme afresh.

Allotment of Specific DU

3. Specific DU indicating DU number, and Block number (if any) will be determined by computer draw in the EDP Cell of AWHO. This draw will be held on a date closer to the completion of the Project. Names of allottees who have not paid their complete dues upto the date of draw may not be included in the draw.

Change After Booking and Allotment of Specific DU

4. Change of DU after issue of agreement of sale will be as under :-

(a) Mutual Exchange. Mutual Exchange between two allottee or an allottee with an unallotted DU of the same category type of DU can only be done through AWHO on receipt of application from either both parties & or from an allottee, as applicable. The date of seniority for change will be the date of receipt of application in AWHO (subject to receipt of undertaking within specified period). The Mutual Exchange will only be considered when the applicants/applicant have cleared their dues in respect of their allotted DUs on the date of receipt of application by AWHO. For the purpose of affecting mutual exchange wherever possible the change of allotment will be counted as fresh allotment and levies charged accordingly. Mutual exchange is merely a change of DU and does not cover any adjustment of financial transaction of allottees.

(b) Upgradation of DU. Upgradation of dwelling unit in the same project will be permitted. The date of seniority for change will be the date of receipt of application in AWHO. An upgradation application will only be considered

when the applicant has cleared his dues in respect of his allotted DU on the date of receipt of application in AWHO. For the purpose of affecting upgradation of DU wherever possible the changed allotment will be counted as fresh allotment and levies will be charged accordingly (Upgradation of DU is not applicable to the projects where only one type of DU is being constructed like Jai Jawan Awas Yojna).

Statement of Accounts

5. As mentioned in Para 19 of this letter, the pre-assessed cost of your DU is tentative and subject to revision. You will also be required to pay a Corpus Fund for the Registered Welfare Maintenance Society and 12 months maintenance charges for out sourced facility management which will be indicated in the Final Statement of Accounts. A statement of account will be issued after allotment of a specific DU and on finalisation of cost of construction at that stage. Financing cost as applicable will be charged from the late allottees to cover interest paid on borrowed capital. The final cost will be intimated when all claims/bills of contractors, suppliers and statutory authority are received and consequently accounts of the project are reconciled, audited and closed.

Handing Over of DUs, Care Taking Charges and Cancellation of DUs Due to Inordinate Delay In Taking Over

6. On completion of the construction, DUs should be taken over promptly as delays beyond the stipulated date will attract levy of caretaking charges. Details of caretaking charges will be intimated later along with the Statement of Accounts. This may please be noted. The DUs be taken over within the grace period. Further, the allotment is also liable to be cancelled without any notice due to the following reasons :-

(a) In case of non submission of mandatory legal documents ie **Affidavit, Undertaking, Special Power of Attorney** and **photographs** etc within **120 days** from the date of letter giving offer of possession to the allottee.

(b) In case of non-taking over of DU beyond **120 days** from the date of issue of clearance letter of the DU.

Loan Schemes

7. (a) **House Building Advance from AGIF.** The salient features/eligibility conditions of the scheme is given below :-

- (i) Maximum Loan Amount - Rs 80 lacs for Offrs, Rs 35 lacs for JCOs and Rs 30 lacs for NCOs/OR, or 85% of the actual cost of DU whichever is less restricted to 75% of emoluments including allowances of permanent nature less deduction towards subscription to AFPP Fund/ AGIF etc of the individual in the present rank.
- (ii) Rate of Interest (Fixed) - 8.15% for officers and 7.15% for JCOs/OR (Monthly reducing basis) for first HBA. **(Also ref Para 2 of Annex- I)**
- (iii) Minimum Unbroken Period of Service in Army - Two Years
- (iv) Maximum Repayment Period - 240 Months (Loan to be paid back by six months prior to date of retirement)

(b) **Home Loans from Other Loaning Agencies.** Registrants may also avail of loan from the various loaning agencies such as **Govt of India (HBA), HDFC, ICICI, SBI, Vijaya Bank etc.** The details of these loaning agencies are given at **Annexure - I**. The registrants have to submit loan application directly to the Housing Loan Agencies.

Issue of NOC (Permission to Mortgage)

8. Allottees are required to submit a formal application to AWHO along with an attested photocopy of Provisional/Pre-sanctioned letter showing loan amount/tenure/rate of interest on letter head of their loaning agencies while applying for "No Objection Certificate" (Permission to Mortgage) for raising loan. Please note that "No Objection Certificate" is not required in case of AGIF loan. All loan applications are required to be forwarded directly to the concerned loaning agencies and are not to be routed through AWHO.

9. The agreement is executed among AWHO allottees, Housing Loan Agency and AWHO. For HBA from AG (PS-3) (c) and AGIF Loan, the Tripartite Agreement format is provided by the concerned agency. For loan from other housing loan agencies, a copy of the approved Tripartite Agreement format may be obtained from AWHO or downloaded from our website www.awhosena.in.

Disposal of Property Before Possession of DU

01. Sale of allotment/booking letter or transfer of rights in the property in any manner whatsoever prior to taking possession of the DU is not permitted. AWHO is at full liberty to cancel the allotment if such a case comes to light.

Disposal of Property After Possession of DU

11. Sale/ transfer of dwelling unit is permissible to serving / retired JCOs/OR only. Also no sale/transfer/assigning of Dwelling Unit to a third party shall be effected by the allottee, his heirs, successors, executors and administrators without prior permission in writing of the AWHO. However, permission for sale to a third party may be granted on the terms and conditions as decided by AWHO as per AWHO Master Brochure Jul 87 (as amended). Whenever a Dwelling Unit is transferred with the permission of the AWHO and with the permission of any civil authority, which has control over the Area, the transferee shall be bound by all the covenants and conditions as are applicable to the original allottee in general and the aforesaid restrictions on re-sale in particular. The AWHO reserves the right in its absolute discretion to refuse permission for sale/ transfer/ assigning of DU. In case of violation of the above, the booking of DU will be cancelled.

12. Provided further that in the event of consent being given, AWHO may impose such other terms and conditions as it thinks fit and shall be entitled to claim and recover a sum of **Rs 11,800/-** as transfer fee (or the rates as applicable at the time of transfer), each from transferer and transferee, in addition to what the land allotting authority has a right to recover under the terms laid down by the authority.

Transfer of Property through Gift Deed

13. As per Para 80(f) of AWHO Master Brochure Jul 1987 (as amended) from time to time, Gift Deed has since been approved in the BOG Meeting held on 19 Jun 2015 in case of retired personnel to only legal heirs i.e. son/ daughter, spouse, legally adopted children and parents. However, Gift Deed by serving personnel is not permitted. Transferor will not be eligible as Priority I applicant thereafter.

14. Registration of dwelling unit (DU) is mandatory immediately its possession.

General Terms and Conditions

15. The following conditions need to be noted for your information and compliance :-

(a) **Use of Roof Terrace.** No allottee will have an exclusive right to the use of roof terrace, since this is to be kept for common use for/ by all the allottees of the block .

(b) **Additions and Alterations** No additions and alterations in the DU (including Car/ Scooter parking) shall be made by you. The flat shall also not be used for any purpose other than residential, or amalgamated with any other DU, or will not be sub-divided.

(c) **Property is to be sold “As-is-Where-is Basis”** Plans/designs of the DU may be modified/alterd/improved from the one given in the Technical Brochure based on various considerations. Therefore allottees will have to accept the property on ‘as-is – where-is’ basis. Please refer to Para 70 of AWHO Master Brochure Jul 87 (as amended).

(d) **Letting Out.** You will have an option to let out the DU allotted to you as per User’s Committee/Welfare Society bye-laws which will be framed by Station HQ in consultation with AWHO. You will, however, not give possession of the flat allotted to you by virtue of any irrevocable power of attorney to any person. Also, the DU and Car / Scooter Parking will not be used for commercial purposes.

(e) **Membership of Registered Welfare Maintenance Society.** As required under para 76 to 79 of AWHO Master Brochure Jul 87 (as amended), you will have to become a member of the Registered Welfare Maintenance Society of your colony and abide by all its rules and bye-laws. Charges for common services and facilities for the first one year will be pre paid by you prior to obtaining the clearance letter. However, charges for common services i.e. external repairs, painting, colour washing, keeping the open areas in clean and good sanitary condition, maintenance of lawns, cleaning of common stair cases, electrical charges for common usage, Security Charges etc as decided by the said Registered Welfare Maintenance Society from time to time will be payable by you to the Society in the manner and by the date prescribed by it.

(f) **Maintenance of DU.** You will maintain at your own cost the DU to be allotted to you in the same good condition and state and the order in which it would be delivered to you and will abide by all the laws, bye-laws rules and regulations of the State Government or local bodies and or any other authority or authorities concerned including the AWHO. You will also be responsible and answerable for all deviations or breach of any conditions, laws, bye-laws, rules and regulations.

(g) **Encroachment.** Portions of the land/area not allotted to you in the residential scheme and kept reserve for common use and services, will be managed by the registered society of which you are a constituent. You will in no way, encroach upon the common portions of land, areas and services. All unauthorised occupation/encroachments are liable to be removed at your cost without any notice whatsoever.

(h) **Taxes.**

(i) You will be liable to pay in advance every year to the Municipal Corporation, Civil Taxes, or any other tax imposed on the land as intimated by the civil authorities or by the Welfare Maintenance Society and interest at rates intimated by the civil authorities will have to be paid for delayed payments of these taxes. The taxes will have to be paid by you from the date of completion of DU (for taxes pertaining to completed buildings) irrespective of the date on which possession is given to you, because these taxes have not been added to your cost.

(ii) The allottees shall be responsible for payment of all types demands or charges (like GST, State Sales Tax, VAT, Service Tax, Contract Sales Tax and Edn cess etc) if applicable, levied or leviable at a later stage.

(iii) The allottees shall also be responsible for payment of enhanced compensation of land, if and when asked by the land allotting authority even after the possession of the DU.

(j) **Registration and Stamp Duty.** You will get the conveyance deed of the DU executed within the laid down time once these are ready and you are intimated about it. The cost of preparation of the deed, stamp duty and registration charges for execution of this deed will be borne by you as per the rates as applicable at that point of time.

(k)

(l) **Joint Registration.** The option for joint registration with any one or two of the following relations (in the case of HDFC loanee, only one relation who is also the co-borrower) is available to the allottees. However, all joint registrants must meet the eligibility/conditions laid down by the land allotment authority. The Joint Registrants will have to submit an affidavit giving their holdings of property (immovable) in whole of India:-

(i) Spouse.

(ii) Son or Daughter.

(iii) Legally adopted children.

(iv) Father or Mother (In case of unmarried allottees).

Note : Joint registration will however be done only at the time of transfer of title to you.

Appendix 'G'

(Refer para 17 of AWHO Agreement
of Sale of Jai Jawan AwasYojna,
Bahadurgarh

**The Managing Director
Army Welfare Housing Organisation
South Hutments, Kashmir House
Rajaji Marg, New Delhi – 110011**

**ACKNOWLEDGEMENT OF AGREEMENT OF SALE OF JAI JAWANAPARTMENT
AT JAI JAWAN AWAS YOJNA BAHADURGARH**

1. I acknowledge receipt of your booking letter
No _____
dated _____ regarding booking of Jai Jawan Apartment.

2. I unequivocally accept all the conditions given in your booking letter quoted above
and in the Master Brochure Jul 87 (as amended).

3. I certify that I, my spouse or dependent children have not acquired any residential
property on or after the submission of the affidavit by me.

4. I undertake to become member of the Registered Welfare Maintenance Society to
be constituted under Rule 76 of the Master Brochure Jul 87 and will abide by its
Rules and Bye-laws.

Signature _____

Registration No _____

Rank & Name _____

Address _____

Tel No _____

(Refer Para 16 of AWHO
Agreement of Sale of Jai Jawan
AwazYojna, Bahadurgarh Project

(To be executed on a non-judicial stamp papers Prescribing by the State Govt. where executed)

SPECIMEN FORM OF AFFIDAVIT

I, No RankName age Yrs, Son ofunit a member of Army Welfare Housing Organisation, New Delhi vide Registration Nodo hereby solemnly affirm/declare on oath as under :-

1. That my property status as on the date of registration as member and as on the date of signing the present affidavit is as under :-

		As on the date of registration as member	As on the date of signing affidavit
(a)	Place, Tehsil, District & State		
(b)	Type of property /plot or built up accommodation		
(c)	Size of the Plot		
(d)	Name of Owner		
(e)	Individual share in case of joint property		
(f)	Remarks whether Residential or Commercial		

2. (a) That myself, my wife or any minor dependent children do not have any house/plot of land/house except ancestral in any Urban Estate/Improvement Trust Colony in the city/Town for which plot/house/flat is applied.

OR

(b) That I am not a member of any other such Organisation or any other service for the purpose of acquiring residential property.

3. That the information relating to the property status given in Para 1 includes the particulars relating to the property status of my wife, minor children and or dependent as well.

4. That I have not re-married (Applicable to widows only).

5. That my permanent residential address as on date as shown in the records of my service in Adjutant General's Branch/Record office as.....

6. That I retired from Army Service onand that my permanent residential address on retirement as intimated to Adjutant General's Branch/Record Office was.....

7. That I have not given any false information and have not submitted any false particulars in my application and in this affidavit and have not concealed any material facts.

8. That except the property, the particulars of which have been submitted in para 1, my wife or minor or dependent children do not have any other property, including plot of land at any other place.

9. That if the house/flat /Plot for which I am registered is allotted, the net total vacant land , will not exceed the ceiling laid down in the Urban Land (Ceiling & Regulation) Act, 1976.

10. That I or my spouse have not applied for/taken possession of any other dwelling unit constructed by AWHO.

11. In case I acquire any immovable property on or after this date I shall inform the Managing Director AWHO about it alongwith full details.

12. For Medical Officer Only –That I am a member of Army/Navy/Air Force Officer's Benevolent Fund.

13. That I am not a member of Air Force & Navy Housing Board or any other State Housing Board/Co-operative Housing Society.

OR

That I am registered with (Name of Organisation) for allotment of a house/flat plot at.....(Name of Station) under registration No

OR

That I have been allotted a house/flat/plot at(Name of Station) by(Name of Organisation) vide registration No

Signature of Deponent

VERIFICATION

Verified aton thisin the year.....that the contents of he above affidavit are true to the best of my knowledge. No part of it is wrong and nothing has been concealed there from.

Signature of Deponent

ATTESTATION BY FIRST CLASS MAGISTRATE/NOTARY PUBLIC

Note : -

1. If the affidavit is attested by the Notary Public, Notarial Stamp worth Rs 5/- will have to be affixed on the affidavit.
2. All the parass ie. from 1 to 13 of the above specimen should be typed out and be filled as applicable. Even if a particular Para is not applicable, the same may be typed and be filled as NA. Please sign all the pages.

LOAN OPTIONS

1. HBA AG's Branch

Maximum Amount that can be obtained is Rs 2,10,000/- subject to cost of Flat not exceeding Rs 37.5 lac.

To obtain form contact:

Addl Dte Gen of Pers Service, AG's Branch
Room No. 16, Plot No. 108(W), IHQ of MoD (Army)
Brassey Avenue, Church Road, DHQ PO, New Delhi-110001
ASCON-35062 & Tel No.: 011-23092975

Eligibility: Permanent Commissioned Officers & serving JCOs/OR.

Note:- Application to be submitted through staff channel and NOT through AWHO.

2. HBA from AGIF (Army Group Insurance Fund)

Maximum Amount that can be sanctioned is **Rs 80 lac to offrs, Rs. 35 lac to JCOs and Rs. 30 lac to NCOs/OR**

Note:- Existing loan is in the process of disbursement and last installment has not yet been taken or EMI has not commenced, then the amount could be increased to the proposed level provided the member has repaying capacity.

To obtain Application form contact: AGIF Bhawan, HBA Cell, Army Group Insurance Fund, AGI Bhavan, Rao Tula Ram Marg, Post Bag No. 14, PO-Vasant Vihar, New Delhi 110057.
Phone: 011-26142749, 26151031, ASCON – 39274 & Fax: 26148471

Eligibility: Applicant should be a serving officer/JCOs/OR who has completed at least two years of service. Also Short Service Commissioned Officers including Women Service Entry Scheme Officers can apply after getting first extension for next 10 years.

Rate of Interest:

<u>FIRST HBA</u>			<u>NO SECOND HBA EXCEPT FOR REPAIR/RENOVATION AND ADDITION OR ALTERATION OF A DWELLING UNIT</u>		
(a)	Offrsr	8.15% on monthly reducing basis.	(a)	Offrs	10% on monthly reducing basis.
(b)	JCOs/OR	7.15% on monthly reducing basis	(b)	JCOs/OR	9% on monthly reducing basis.

3. The State Bank of India

State Bank of India, INS India Branch, Dalhousie Road New Delhi
Mobile NO. 09990516165 (Mr. Varun) vmsood45@gmail.com (Home Loan Counselor)
(Branch Manager) Ph:011-23010812 & 23794285,

4. Corporation Bank (processing Fees – 100% Waiver)

Corporation Bank, Sector – 31, Gurugram (Haryana) Mr. Pawan Lahiri (Chief Manager), Mob : 704259414 & 0124-2381677
email ID: cb0778@corpbank.co.in, cb8821mktg@corpbank.co.in and mayankmittal@cosrpbank.co.in

5. LIC Housing Finance Ltd

For details contact Mr Dushant, Area Manager. Pitampura Area Office, 353, Aggarwal Millenium Tower, 3rd Floor, Above Pizza Hut, Netaji Subhash Place, Pitampura, New Delhi - 110034
Ph: 011-27355886 & 87 Mob: 9501033823 and email ID: dushant@lichousing.com

6. **Vijaya Bank**

To obtain application form; Visit any branch of the bank or their office at Gopinath Bazar, Delhi Cantt, New Delhi – 110010, Phone: 011-25699523, 25693621 & Fax: 25691835

7. **ICICI HF Co Ltd**

For details contact: Mr Jaideep Arya, , ICICI Bank Ltd, Mob : 09650964269,

E-mail: jaideep.arya@icicibank.com

8. **HDFC Home Loans**

For details contact: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi- 110067, Phone: 011-41115111, 9810141676 & Fax 011-26194617, 26171817

9. **United Bank of India**

For details contact: Retail Hub, Lucknow Contact No.: 0522 – 2619973 Email: retailhublko@unitedbank.co.in. Mr Ashish Kumar, Mgr (Marketing) Mob: 08420629605

NOTE : This list is only to facilitate our allottees. Kindly approach any loaning agency of your choice.