

## AGREEMENT FOR SALE

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

### By and Between

\_\_\_\_ (CIN No. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, and governed under the Companies Act, 2013, having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN No.-\_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

Mr./Ms. \_\_\_\_\_, (Aadhaar 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).

*[Please insert details of other Allottee(s), in case of more than one Allottee]*

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 Haryana Real Estate (Regulation and Development) Rules, 2017;
- (d) "Section" means a section of the Act.

**WHEREAS:**

A. The Promoter is the absolute and lawful owner of khasra nos./ survey nos \_\_\_\_\_ totally admeasuring Acres/Kanal/Marla \_\_\_\_\_ ( \_\_\_\_\_ square meters) situated at \_\_\_\_\_ in Tehsil & District \_\_\_\_\_ ("**Said Land**") vide sale deed(s) dated \_\_\_\_\_ registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar, Gurugram;

[OR]

\_\_\_\_\_ ("Owner") is the absolute and law full owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District \_\_\_\_\_ ("**Said Land**") vide sale deed(s) dated \_\_\_\_\_ registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated \_\_\_\_\_ registered as document no. \_\_\_\_\_ at the office of the Sub-Registrar;

B. The Said Land is earmarked for the purpose of a building residential project, comprising \_\_\_\_\_ multistoried apartment(s)/ building(s)/ and the said project shall be known as ' \_\_\_\_\_ ' ("**Project**");

[OR]

The Said Land is earmarked for the purpose of plotted development of a residential project, comprising \_\_\_\_\_ plots and the said project shall be known as ' \_\_\_\_\_ ' ("**Project**");

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;

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 Department of Town and Country Planning, Haryana (DTCP) has granted the approval/ sanction to develop the Project vide approval dated \_\_\_\_\_ bearing license/ sanction no. \_\_\_\_\_;

- E. 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 Department of Town and Country Planning, Haryana, Haryana . 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, save where such changes are necessitated/permitted by change in Govt. policy, change in law, policy decisions court orders, State action like land acquisition for public utilities etc.;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Chandigarh on dated \_\_\_\_\_under registration no.\_\_\_\_\_;
- G. The Allottee had applied for residential Floors in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted residential Floors no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on \_\_\_\_\_ floor in tower/ block/ building no.\_\_\_\_\_ ("**Building**") along with one/two parking admeasuring \_\_\_\_\_ square feet at stilt/ basement \_\_\_\_\_ , as permissible under the applicable law and right in the facilities ("**Facilites**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Floor**" more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Schedule C**);
- 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 Allottee has been requested and encouraged by the Promoter to satisfy himself about every detail of the said Land /Group Housing Colony and the Unit/s proposed to be constructed therein before executing this Agreement. The Allottee has expressed his complete satisfaction with the information made available to him by the Promoter with regard to the price, specifications of construction, facilities to be provided, possibility of delays in construction, and changes in size, specifications and location of the Unit, whether due to, force majeure conditions or any amendments in the drawings, building plans as also due to binding nature of any conditions/ charges that may be subsequently imposed by statutory authorities, including but not limiting to, the ownership record of the said Land, limited rights accruing to the Allottee therein, the facilities, consequences of default and breach of this Agreement by him and also the Promoter's right to terminate the same and all other relevant / related consequences of default by either party to this Agreement.;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;

- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Floor along with parking as specified in Para G.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Floor for Residential usage along with parking as specified hereinabove.
- 1.2 The Total Price for the built up Floor along with parking based on the carpet area is **Rs. \_\_\_\_\_** (Rupees \_\_\_\_\_ only) ("**Total Price**") as per **Schedule 'A'** to the present agreement. :

Block/Building/ Tower no. _____ Floor No. _____ Type _____ Floor _____ Parking _____	All inclusive Total Sale Value of Floor
All inclusive 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 Floor along with parking;
- (ii) The Total Price as mentioned above is exclusive of Taxes (GST and Cess or any other taxes/ fees/ charges/ levies, registration expenses, maintenance deposits 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 Floor along with parking to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies 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 unless the increase in taxes/charges/levies is applied retrospectively through an Act or notification of Government Policy;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Floor along with parking includes recovery of price of land, development/ construction of not only of the Floor but also of the Facilities (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, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Floor usage along with parking in the Project.
- (v) In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:
  - (i) Maintenance Charges for the Facilities maintenance at the rate as may be specified by the Promoter or the Maintenance Service Agency(MSA) as the case may be;
  - (ii) Interest free Maintenance Security Deposit (IFMSD) for an amount of Rs. \_\_\_\_\_/-;

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, any other increase in charges which may be levied or imposed by the competent authority from time to time or increase in the cost of labour, minimum wages etc. as necessitated by statutory changes. 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, including such increases with retrospective effects, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which the Allottee agrees to pay without any demur, objections and protest.

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 promoter reserves the right to demand the same from the Allottee which the Allottee agrees to pay without any demur, objections and protest.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D** ("**Payment Plan**").
- 1.5 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'E' and Schedule 'F'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the apartment, or building, 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.
- 1.6 The Promoter shall conform 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 is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. In case of changes in the carpet area of the unit, the total price payable for the carpet area shall be recalculated by the Promoter which shall be refunded by the Promoter or paid by the Allottee in case the carpet area decreases or increases as the case may be. 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 D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Floor along with parking as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Floor along with parking ;
- (ii) The Allottee shall also have a right in the Facilities as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Facilities 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 facilities to the association of allottee's/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) Subject to prior intimation and consent by the Promoter, the Allottee has the right to visit the project site to assess the extent of development of the project and his Floor. If the Allottee visits the project without intimation, the Allottee indemnifies the Promoter from any accident that may happen due to lack of safety and precautionary measures taken by the Allottee. The Promoter also reserves the right to refuse admission if there are outstanding payments by the Allottee.

1.8 The Allottee has paid a sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Floor along with parking 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 Floor along with parking as prescribed in the Payment Plan **Schedule D** 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. The Allottee will also be liable for the expense, including interest cost, associated with the GST deposited by the promoter subsequent to his raising the invoice but not receiving the said payment in lieu.

## 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 intimation by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule D**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favor of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

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

- 3.1 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.
- 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 Floor for Residential applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

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

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Floor for Residential along with 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.

#### **5. TIME IS ESSENCE:**

Subject to timely payment of dues/ demands by the Allottee(s), 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 Floor along with parking to the Allottee(s) and the facilities to the association of allottee's or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The Allottee cannot hold the promoter responsible for delay in completion of the project if the Allottee himself



has been in default in making timely payments as per the agreed payment plan per schedule D to this agreement.

## 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(s) where the said Floor along with parking is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.

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 Government of Haryana, 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.

## 7. POSSESSION OF THE APARTMENT:

- 7.1 **A) Schedule for possession of the said Floor Subject to timely payment of amounts due by the Allottee to the Promoter per agreed payment plan/schedule, as given in Schedule D of the Agreement,** the Promoter agrees and understands that timely delivery of possession of the Floor along with parking to the Allottee(s) and the facilities to the association of Allottee's 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 Floor along with parking 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 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 Floor.

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 amount received by the Promoter from the Allottee less earnest money

agreed as 10% of Total Sales Price, where the construction raised is upto an extent of 50% of the construction of the said Floor, or 25% of the Total Sales Price where the construction raised is over 50% of the construction of the said Floor alongwith non-refundable amounts like brokerage & taxes paid/payable etc. 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.

It is agreed between the parties that any amount to be returned under the present clause shall be paid from the Separate account maintained by the Promoter as per requirement of Section 4(2)(I)(D) of the Act.

It is further understood and agreed by the Allottee that the provisions of services/ amenities of external roads, storm water drainage and power supply from substation set-up by state appointed Utility, shall be the responsibility of the concerned state authority over which the promoter has no control.

**B) Procedure for taking possession of built-up Floor** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing along with parking shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) ) to take over the physical possession of his unit/ apartment for his occupation and use in terms of this Agreement within 30 (thirty) days of issue of the notice as aforesaid, subject to such Allottee having complied with all the terms and conditions of this Agreement including payment of the Total Sale Price as per demands raised by the Promoter as per terms of this Agreement.

**7.2 Failure of Allottee to take Possession of Floor** - Upon receiving a written intimation from the Promoter as per para 7.1, the Allottee shall take possession of the Floor 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 Floor to the Allottee as per terms and condition of the Agreement.

Notwithstanding anything mentioned elsewhere in the present Agreement, it is agreed by the Allottee that upon receiving the intimation as aforesaid in clause 7.1 above, he shall, within the time stipulated by the Promoter, take over the possession of his Floor by executing necessary indemnities, undertakings, maintenance agreement and/ or such other documentation as the Promoter may prescribe. In the event of the Allottee's failure to take over possession as aforesaid within 30 days from the date of written intimation by the Promoter offering possession, the Allottee shall be liable to pay to the promoter holding charges @ Rs.10/- per sq ft. /sq. mtr.) of the carpet area per month with effect from the date of expiry of the intimation for possession along with the applicable

maintenance charges for such period and applicable taxes thereupon in respect of both the holding and Maintenance charges. Holding charges as mentioned above shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the Floor shall remain at the risk of the Allottee and any deterioration to it for any reason shall be to the account of the Allottee.

- 7.3 Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony or approved Zoning-cum- Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a colony, as the case may be and handing over the physical possession of the Floor to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and facilities to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

- 7.4 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 earnest money agreed as 10% of Total Sales Price, where the construction raised is up to the extent of 50% of the construction of the said Floor, or 25% of the Total Sales Price where the construction raised is over 50% of the construction of the said Floor along with non-refundable amounts like brokerage, taxes paid/payable etc. and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) as per prevalent GST rules etc.. The rate of interest payable by the Allottee to the Promoter shall be at the rate prescribed in the Rules. 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.

It is agreed by the Allottee that any amount to be returned under the present clause shall be paid from the Separate account maintained by the Promoter as per requirement of Section 4(2)(l)(D) of the Act.

- 7.5 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, decisions, if the promoter fails to complete or is unable to give possession of the Floor along with parking.

- i) in accordance with the terms of this Agreement, duly completed by the date specified hereinabove ; or
- ii) 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 Allottee(s), 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 Floor, 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 Floor, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

## **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;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Floor 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 Floor and for facilities as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Floor which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Floor to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Floor along with parking to the Allottee(s), facilities to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and rules framed thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and facilities as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the “*force majeure*”,\_Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the developed Floor along with parking to the Allottee within the time period specified hereinabove 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 Floor 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 his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (ii) 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
- (iii) 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 Floor, 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 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 Floor along with parking, 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 per demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may at its discretion cancel the allotment of the Floor along with parking in favor of the Allottee and refund the money paid to him by the Allottee by forfeiting the booking amount paid for the allotment, losses on account of taxes paid, 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 at the rate prescribed in the Rules. 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 APARTMENT:**

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

The Promoter, on receipt of total price of Floor along with parking, shall execute a conveyance deed in favor of Allottee(s) preferably within three months but not later than six months from possession.

**[OR]**

Provided that, the Floor is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and facilities 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 favor till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

Provided further that in order to facilitate the process of registration/execution of Conveyance Deed, before the office of Sub Registrar of Assurance, the Allottee agrees to pay to the Promoter the administrative charges, along with applicable GST towards the services rendered by the Promoter, as per Promoter's policy and applicable Stamp duty, Registration Fees and other legal fee.

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project, till the taking over of the maintenance of the project by the association of allottee's 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. The Promoter shall appoint a maintenance company who shall then charge for maintenance services directly to the Allottee(s). The Promoter shall not be responsible for the maintenance costs if the Allottee refuses/fails to sign a separate Maintenance Service Agreement with the Maintenance Company as nominated by the Promoter.

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

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect, as per definition given in rule 2(1)(u), 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 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved allottee's 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.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**

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

### **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **Project** \_\_\_\_\_, 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 allottee's formed by the allottee's, maintenance agencies/ competent authority for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Floor along with parking at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or Floor along with parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Floor along with parking and keep the Floor along with parking, its walls and partitions, sewers, drains, pipe and appurtenances



thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/ Association of allottee's 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 Facilities. The Allottee(s) shall also not change the color 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. The Allottee shall not cover any balconies or terraces or extend his area in any manner which violates the building plan approvals received for the project and the unit. Further the Allottee/ Association of allottee's shall not store any hazardous or combustible goods in the Floor and parking or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottee(s)/ association of allottee's 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 facilities which otherwise are available for free access. The Allottee/ Association of allottee's shall also not remove any wall, including the outer and load bearing wall of the Floor parking. The Allottee shall not run commercial activities from the Residential units. The Promoter and the maintenance company reserve the right to cease any commercial activities being run by the Allottee.

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

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

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

#### **17. ADDITIONAL CONSTRUCTIONS:**

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

#### **18. MORTGAGE OR CREATION OF CHARGE:**

- (i) (a) The Allottee hereby agrees, authorizes and permits the Promoter to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by creating charge/ mortgage of the Building/ Group Housing Colony/ said Land/Portion of said Land subject to the condition that the Promoter shall get the Unit of Allottee free from all encumbrances at the time of handing over of possession and execution of conveyance deed. The Promoter Financial Institution/ Bank shall always have the first charge on the Unit/building/said land/portion of said land/group housing colony for all their dues and other sums receivables in respect of any loan granted to the Promoter for the purpose of the construction of the Building/ Group Housing Colony.
- (b) The Allottee may obtain finance from any financial institution / bank or any other source but the allottee's obligation to purchase the said Floor pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not has been able to obtain financing for the purchase of the said Floor. In the event Allottee obtains finance from any financial institution/ bank or any other source, the Allottee shall make timely and regular payment of loan installments to such financial institution/ bank. In case of cancellation of allotment of the Floor on any account any amount which becomes refundable under the terms and conditions of this Agreement after the forfeiture of Earnest Money Deposit and other amounts as aforesaid would be refunded to the concerned financial institution/ bank of the Allottee towards repayment of his loan in relation to the said allotment. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Promoter.
- (ii) The Allottee further agrees that the Promoter shall have the first charge/ lien on the said Floor for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be called for by the Promoter from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as afore-stated, the Promoter will be entitled to enforce the charge / lien by selling the said Floor to recover and receive the outstanding dues out of the sale-proceeds thereof.

## **19. APARTMENT OWNERSHIP ACT OF THE HARYANA:**

The Allottee has booked the Floor/ unit after being fully satisfied 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 and after having examined all information and details of the project made available to him to his full satisfaction.

## **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, 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.

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 fails to execute 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 the amount deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever after deducting earnest money agreed as 10% of Total Sales Price, where the construction raised is upto an extent of 50% of the construction of the said Floor, or 25% of the Total Sales Price where the construction raised is over 50% of the construction of the said Floor along with non-refundable amounts like brokerage paid/payable etc.

**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 Floor.

**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 Floor parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Floor parking in case of a transfer, as the said obligations go along with the Floor parking for all intents and purposes.

Provided that this Agreement or any interest of Allottee under this Agreement and or interest arising there from, shall not be assigned by the Allottee without prior written consent of the Promoter, which consent shall not be unreasonably withheld by the Promoter, subject to applicable laws and relevant notifications or any governmental directions as may be in force and further subject to the terms & conditions of the present Agreement and payment of administrative charges @ Rs. \_\_\_\_/- (Rupees ..... only) per sq ft on carpet area. + applicable tax / levy / cess. The said

charges including cost of documentation for said assignment may be subject to revision by the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences, that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be treated as a default on the part of Allottee, entitling the Promoter to cancel this Agreement and to avail remedies, as set forth in this Agreement, and/or the law of the land. Further, the Promoter may permit the Allottee any addition, deletion or substitution of names (of his/her Class I legal heirs) in specific conditions like death cases, subject to the terms, conditions and payment of administrative charges @ Rs. \_\_\_\_\_/- per sq ft on carpet area + applicable tax / levy / Cess.

**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 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 allottee's.
- 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 there under 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 there under 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 Floor parking bears to the total area/ carpet area of all the Floors 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 duplicate, 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 Haryana State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

**29. NOTICES:**

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

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ (Promoter Address)

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

**30. JOINT ALLOTTEES:**

That in case there are Joint allottee's, 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 allottee's.

**31. SAVINGS:**

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

### 32. GOVERNING LAW:

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

### 33. DISPUTE RESOLUTION:

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

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

Please affix  
photograph  
and sign  
across the  
photograph

(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 \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT AND PARKING**

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

**SCHEDULE 'C' - PAYMENT PLAN**

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT)**

**SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

**[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]**

**SCHEDULE 'C'**  
**BREAK-UP OF TOTAL SALES PRICE.**

<b>TOTAL SALES VALUE</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Type</b>	<b>Amount (In Rs.)</b>
A.	Sales Value	2 BHK+S	
B.	Preferential Location Charges	Park Facing/ Corner/ Pool Facing/ Floor	
C.	Car Parking	Covered	
D.	GST @ 12 % of (A+B+C)		
<b>E</b>	<b>Total Sales Value (A+B+C) +(applicable taxes payable by allottee as per D above or per terms of Clause 1 of the Agreement.)</b>		

<b>As Per The Act</b>			
F.	Carpet Area		Sq.ft.
G.	Balcony Area		Sq.ft.

Note:	The IFMS payable to the maintenance agency Shall be mentioned separately In the maintenance services agreement
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