

## AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this \_\_\_\_ day of \_\_\_\_, 2020.

### By and Between

(CIN \_\_\_\_\_ no. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_

(PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Promoter/Company**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in- interest, executors, administrators and permitted assignees);

[OR]

### *[If the promoter is a Partnership firm]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place \_\_\_\_\_, (PAN of business at \_\_\_\_\_), represented by its authorized Partner

(Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Promoter**” (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 assignees).

AND

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

(CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

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

[OR]

**[If the Allottee is a Hindu undivided family (HUF)]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged \_\_\_\_\_ about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context

or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[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:**

In this, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (1) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye laws framed thereunder;
- (2) **“Adjudicating Officer”** shall have the same meaning ascribed to it under the Act;
- (3) **“Haryana Urban Areas Act”** shall mean the Haryana Development and Regulation of Urban Areas Act, 1975 and rules, regulations made thereunder;
- (4) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (5) **“Approvals”** shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, determination, instruction or approval obtained or as may be required to be obtained from the Authorities in relation to the Project;
- (6) **“Authority/RERA Authority”** means Haryana Real Estate Regulatory Authority;
- (7) **“Booking Amount”** shall mean 10% (Ten Percent) of the Total Price of the Plot;
- (8) **“Completion / Part Completion Certificate”** shall mean the full/part completion of the development of the Project, according to the provisions of Applicable Laws;
- (9) **“Competent Authority”** shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, fire department, mining departments, courts, tax authorities, development authorities like Directorate of Town and Country Planning, Haryana (**“DTCP”**) as applicable or any other statutory authorities having jurisdiction over the Project Land;

- (10) **“Completion Date”** shall be the date on which the Promoter contemplates to complete the construction of the Project;
- (11) **“Event of Default”** shall have the meaning as ascribed under clause 10 of this Agreement;
- (12) **“Force Majeure”** shall have the meaning as ascribed in Clause 7.1 of this Agreement.
- (13) **“Government”** means the Government of Haryana;
- (14) **“Holding Charges”** shall have the meaning ascribed to such terms under clause 7.5 of this Agreement;
- (15) **“Maintenance Deposit” or “IFMS”** shall mean the interest free maintenance security deposit payable by the Allottee under this Agreement towards security for adjustment of any unpaid Maintenance Charges as maybe payable by the Allottee in terms of **Schedule B**;
- (16) **“Maintenance Agency”** shall mean the agency/body/firm/company employed for maintenance and upkeep/ security of the Project;
- (17) **“Maintenance Agreement”** shall mean an agreement to be executed by and between the Allottee, Promoter and the Maintenance Agency in the standard format as described by the Promoter/Maintenance Agency;
- (18) **“Payment Plan”** shall mean the Payment Plan selected by the Allottee for the Plot as described in **Schedule C**.
- (19) **“Rules”** means the Haryana Real Estate (Regulation and Development) Rules, 2017 as amended from time to time;
- (20) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (21) **“Section”** means a section of the Act;
- (22) **“Total Price”** shall have the same meaning as ascribed under **Schedule B**.

**W H E R E A S. –**

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*]\_\_\_\_\_ totally admeasuring\_\_\_\_\_acres /

\_\_\_\_\_ 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;

- B. The Said Land is earmarked for the purpose of plotted development under the Deen Dayal Jan Awas Yojana 2016 (**"the Scheme"**) of a residential project, comprising \_\_\_\_\_ residential plots besides commercial plots, booths, SCOs etc. in accordance with the approvals obtained from Directorate of Town and Country Planning, Haryana (**"DTCP"**) and the said project shall be known as ' \_\_\_\_\_ ' (**"Project"**);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed;
- D. The Project has been granted license number \_\_\_\_ of 2020 for development of the Project by DTCP;
- E. The Promoter has obtained the final layout plan approvals for the Project from DTCP by Memo No. [●] dated [●]. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Project has been registered with Haryana Real Estate Regulatory Authority (**"RERA Authority"**) as a "real estate project" and has been granted certificate of registration bearing registration number [●] dated [●] (**"RERA Certificate"**), the copy of which has been seen and verified by the Allottee from the website of the RERA Authority.
- G. Based on the foregoing, the Allottee has fully satisfied himself/herself/themselves in respect of the final layout plan, sanctioned plan, specifications and Approvals of the aforesaid Project and all other relevant documents as approved by the Competent Authority and is desirous to acquire a residential plot more fully described in Schedule A (hereinafter referred to as the **"Said Plot"**) subject to the terms and conditions as contained in this Agreement.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee confirms that he/she/they have examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the RERA Authority as required under the Act and the Rules and has understood the documents and information in all respects.

- J. The Allottee represents and confirms that he/she/they have verified the location and site of the said Plot as stated in this Agreement and have agreed not to dispute the same.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws pertaining and applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified and further detailed in Schedule A.

**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 Plot as specified in Schedule A;
- 1.2 The Total Price for the Plot based on the area of [●] sq meters/ [●] sq yards is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("**Total Price**"). The Grand Total Price of the Plot, as on the date of this Agreement, after including the applicable Taxes, External Development Charges (EDC) and other government charges and levies is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("**Grand Total Price**"). The breakup of Total Price and Grand Total Price is in **Schedule B**.
- 1.3 The Total Price mentioned above includes the Booking Amount (which is 10% of the Total Price). Promoter hereby acknowledges the receipt of the Booking Amount and the Allottee hereby agrees to pay the remaining Total Price of the said Plot as prescribed in the **Payment Plan** at **Schedule C** within the time and in the manner specified therein. If the Allottee delays in payment towards any head which is payable, he/she shall be liable to pay interest at the rate as prescribed in RERA Rules on the outstanding amount for the period of delay.
- 1.4 In addition to the Total Price, the Allottee shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes by whatever name called, which may be levied, in connection with the construction and

development of the Project and/or the Plot and/or payable in respect of the transaction contemplated under this Agreement) at the rates as may be prescribed from time to time. It is clarified that the Promoter shall not be liable to bear or pay the foregoing taxes, demands etc. or any part thereof.

- 1.5 The Allottee is aware that as per the Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 days of such deduction, the Allottee shall submit the original TDS certificate to the Promoter which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. The Allottee shall indemnify and keep the Promoter saved and held harmless from any such default committed by the Allottee. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS (or such other prescribed form) of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter, then the amount of TDS shall be considered as receivable from the Allottee and handover of such possession of the Apartment shall be subject to adjustment/recovery of such amount or till the time the TDS deducted by the Allottee is not reflected in Form No. 26AS (or such other prescribed form) of the Income Tax Act, 1961 and the rules thereunder, and TDS certificate is handed over by the Allottee to the Promoter evidencing the credit of TDS in the Promoter's account.
- 1.6 The Promoter shall periodically intimate to the Allottee, the amount payable as per the Payment Plan and the Allottee shall make payment as per the Payment Plan.
- 1.7 The Total Price is escalation-free, while the Grand Total Price may change because of changes in components which constitute the Grand Total Price like taxes, levies, development fees etc. The Allottee hereby agrees to pay development charges, taxes, levies etc., payable to the competent authority including any increase in such development charges, taxes, levies etc., which may be levied or imposed by the competent authority from time to time. The Promoter undertakes that it shall provide to the Allottee, the details of the development charges, taxes, levies etc. paid or demanded. and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/ charges 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 any penalty is imposed upon the Promoter for delay in executing the Project, such penalty shall not be charged from the Allottee and the Promoter shall be liable to bear the same.
- 1.8 The Total Price of the Plot includes the Basic Sale Price and Preferential Location Charges for the said Plot and also include the price of land, cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for electrification, street lighting, laying of pipes and water supply, sewerage line, development of parks etc. but does not include the stamp duty, registration charges and other ancillary expenses required to be incurred for

registration of the conveyance deed of the Plot, applicable taxes, the external development charges (EDC), any infrastructure augmentation charges (IAC), any other government charges or levies which may be imposed after date of this Agreement, maintenance charges (except IFMS), individual electric, water, sewerage connection charges etc. The stamp duty, registration charges and other ancillary expenses required to be incurred for registration of the conveyance deed of the Plot shall be demanded by the Promoter before the execution and registration of the conveyance deed and the Allottee shall be required to remit the same in accordance with the demand. The external development charges (EDC), other government charges or levies and applicable taxes as applicable on the date of this Agreement, though not part of the Total Price but are included in the Grand Total Price. The electric, water, sewerage connection charges etc. shall be payable by the Allottee on demand by the Promoter at the time of providing necessary connections to the Allottee from the main line. The maintenance charges shall be payable by the Allottee in accordance with Applicable Laws.

- 1.9 The External Development Charges (EDC), for the construction and development external and infrastructural services which is to be provided by the Haryana Government /HUDA, have been charged on pro rata approximate basis from all the Allottee on the basis of the present rate fixed by the Haryana Government as on the date of this Agreement. As per the bilateral agreement signed with DTCP under Haryana Urban Areas Act, the EDC rates are tentative and maybe revised, the Promoter is under obligation to pay the additional EDC charges or other charges, fees etc. in the manner as directed by DTCP. Therefore, in case of any increase in these charges in future (including with retrospective effect by the Haryana Government/competent authority(ies), the same shall be paid by the Allottee. Such increase in EDC, charges, fees or imposition of any other levy in whatever form shall be borne and paid by the Allottee in proportion to the approximate area of the said Plot to the approximate total area of the said Colony. The pro-rata demand made by the Promoter with regard to EDC, charges, fees etc., shall be final and binding on the Allottee. If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall also become payable without any objection. EDC contribution is broadly calculated and minor variations in calculation of EDC might occur which shall not be claimed /counter claimed by the Allottee. If the EDC, charges, fees, interest, levies, as aforesaid, is not paid, then the same shall be treated as non-payment of charges as per this Agreement and the Promoter shall be entitled to withhold the delivery of possession of the said Plot until the payment of above said charges along with applicable interest etc. If the EDC, charges, fees, levies is levied (including with retrospective effect) after the Conveyance deed has been executed then the same shall be treated as partly unpaid sale price of the said Plot and the Company shall have first charge and lien over the said Plot till such unpaid charges are paid by the Allottee including interest if any and take all legal measures to recover such unpaid sale price.
- 1.10 Besides, the EDC, in case any other charges are demanded or levied by HUDA/Government for activation of water or sewage connection whether bulk or individual, the same shall become payable individually on pro-rata basis to facilitate timely commissioning of services.
- 1.11 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the



Allottee by discounting such early payments @\_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.12 The Promoter shall confirm the area of the said Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee after development of the Project. The Promoter shall inform the Allottee about any change in the area. The Total Price payable for the dimensions, size of the said Plot shall be recalculated upon confirmation by the Promoter. In case there is any increase / decrease in the dimensions, size of the Plot, the revised price will be applicable at the original rate at which the Plot was booked by the Allottee, which is prescribed in Schedule B. If there is reduction in the size, dimension of the said Plot, then the Promoter shall refund the excess money paid by the Allottee within 90 days with annual interest at the rate prescribed under RERA Rules from the date when such excess amount was paid by Allottee. If there is any increase in the area, which is not more than 5% (five percent) of the size, dimension of the said Plot, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan provided in Schedule C or in absence of any next milestone in the time and manner prescribed by the Promoter.
- 1.13 It is agreed that the Promoter shall not make any additions and alterations beyond the extent of 5 (five) percent in the sanctioned plans, layout plans and specifications, without the previous written consent of the Allottee. Provided that the Promoter may make such minor changes or alterations as per the provisions of the Act. However, in case of any alteration(s)/ modification(s) resulting in more than +/- 5% change in the area of the said Plot the Promoter shall intimate the Allottee in writing the changes thereof and the resultant changes, if any, in the price of the Plot to be paid by him or to be refunded to him (as the case may be) and the Allottee agrees to inform the Company in writing his consent or objections to the changes within thirty (30) days from the date of such notice. If the Allottee within thirty (30) days of intimation communicates his non-consent/ objections to such alterations/ modifications in writing, then the allotment shall stand cancelled and the Company shall refund the entire money received from the Allottee with interest as prescribed in RERA Rules within 90 days. The Allottee agrees that in case of any increase or decrease in the area of the Plot, additional amount payable or refundable (without any interest) shall be at the rate per sq. yd./sq. meter and shall be payable or refunded in accordance with Clause 1.12 above. It is hereby clarified that any changes/modifications/amendments as may be made by the competent authorities in the layout plan in future for the said Colony shall supersede the present approved layout plan.
- 1.14 Subject to Clause 10.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
  - (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project with the permission of the site in charge and shall be obliged to follow all safety regulations for such visit to the construction site, as may be advised to him/her by the site in charge before undertaking the visit.
- 1.15 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the

Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other similar local taxes, charges for water or electricity, 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 outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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. The municipal taxes shall be borne and payable by the Allottee from the date of conveyance deed. In case the municipal taxes are not assessed individually on the basis of the Plot and are assessed for the entire Project, the Allottee shall be liable to pay a pro-rata amount as computed by the Promoter. The determination of the demand by the Promoter shall be final and binding on the Allottee till the said Plot is assessed separately and he shall be bound to make such payment within 30 (thirty) days of such intimation.

- 1.16 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Plot 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 as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. The Allottee hereby agrees timely payment of instalments as per the Payment Plan is essence of this Agreement. Any delay in payment of agreed instalment shall attract interest at such rate as may be prescribed under the RERA Rules on outstanding amount for delayed period. In case of the Allottee fails to make payments in terms of applicable Act/ Rules, then Promoter shall be entitled to cancel the allotment and in such event this Booking Amount along with the brokerage/commission paid, interest on delayed payment etc., shall be forfeited and balance if any shall be refunded to the Allottee. In case of such cancellation, the Allottee shall have left with no right, title, interest or claim of any nature, whatsoever qua the subject Plot.

## **2. MODE OF PAYMENT.-**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '\_\_\_\_\_' payable at \_\_\_\_\_ or in the time and manner as may be specified by the Promoter in its notice for demand. In case the Allottee makes the payment by an outstation cheque, then his / her payment would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges. If any cheque submitted by the Allottee gets dishonoured due to any reason whatsoever then the Allottee shall be liable to pay such charges/fees as determined by the Promoter.
- 2.2 The Allottee may obtain finance from its employer or any financial institution/bank or any other source for purchase of the said Plot. The Allottee shall make arrangements with such financial institution/bank for timely making of payments to the Promoter. Further, the Allottee agrees and undertakes that the

Allottee's obligation to purchase the said Plot pursuant to Agreement for Sale shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement for Sale whether or not the Allottee has been able to obtain financing for the purchase of the said Plot. Further, any refusal/delay by any bank/financial institution in granting financial assistance and/or disbursement of loan or any subsequent instalment, on any ground whatsoever, shall not entitle the Allottee to use it as an excuse for delaying or defaulting in making the payment of instalment which have fallen due and any such delay or default in making the payment of the instalment, as per the Payment Plan, shall make the Allottee liable to pay the applicable interest as time is the essence of this Agreement for Sale.

- 2.3 In case the Allottee wants to avail a loan facility from his/her/their employer or bank/financial institution/agency to facilitate the purchase of the said Plot, the Promoter, shall facilitate the process subject to the following:

(a) The terms of such lender shall exclusively be binding and applicable upon the Allottee alone;

(b) The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter, as per payment schedule, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provisions contained in the Agreement herein; and

(c) In case of default in payment of dues of such lender by Allottee, the Allottee authorizes the Promoter to cancel the allotment of the said Plot and repay the amount received till that date after deduction of Booking Amount along with the brokerage/commission paid, interest on delayed payment etc. directly to such lender on receipt of such request from the lender, without any reference to Allottee.

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

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Plot, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE.-**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee as disclosed to the Authority at the time of registration of the Project. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of development by the Promoter as provided in **Schedule C (“Payment Plan”)**.

**6. DEVELOPMENT OF THE PROJECT.-**

The Allottee has seen and accepted the layout plans which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, density norms, terms and conditions of the licenses and approvals and other Applicable Laws. 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 bye-laws, FAR and density norms and provisions prescribed or notified by the State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act or Haryana Urban Areas Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE PLOT.-**

- 7.1 Schedule for possession of the said Plot.-** The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or any other calamity caused by nature affecting the regular development of the real estate project (**“Force Majeure”**) or a delay caused by any court order, government policy, guidelines, decisions affecting the regular development of the Project.

- 7.2 If, however, the completion of the Project is delayed due to the Force Majeure conditions or any of the other foregoing reasons, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions or any of the other foregoing reasons are not of a nature which make it impossible for the contract to be implemented.
- 7.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions or any of the other above reasons, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount (subject to deduction of taxes and other outgoing charges already paid by the Promoter to the concerned authorities and the penalty charges, if any paid by the Allottee on account of his default under this Agreement) from the date from when the Project becomes impossible to be implemented. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The refund shall be made within ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.4 **Procedure for taking possession.-** The Promoter, upon obtaining the approved demarcation-cum-zoning plan, the completion/part completion certificate from the competent authority, shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee. 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 a copy (on demand) of approved demarcation-cum-zoning plan/provision of services by the Promoter/part completion certificate at the time of conveyance of the said Plot. The Allottee agrees to pay the maintenance charges (as per Applicable Laws) and holding charges (in case of delay in taking possession) as determined by the Promoter.
- 7.5 **Failure of Allottee to take Possession of Plot.-** Upon receiving a written intimation from the Promoter as per clause 7.4, the Allottee shall take possession of the Plot 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 to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.4, such Allottee shall be liable to pay holding charges at the rate of Rs. [●] per square meter per day.
- 7.6 The Allottee also acknowledge and confirms that in the event the Allottee fails to take possession as per the offer and due to which the Promoter incurs any loss or liability or any statutory charges including Annual Letting Value (ALV) related income tax liability etc. and assessment of taxes of local authority or revenue department, the Allottee will be liable to bear, incur and reimburse all such losses, cost and liability which the Promoter has incurred and make good the same to the Promoter within one month of receiving intimation of the same from the Promoter. The Parties agree that after the possession has been offered by the Promoter and the Allottee has failed to take possession, the subject Plot shall be deemed to be under mortgage against the outstanding amount payable as per this Agreement alongwith statutory liability as stated herein above and due compensation thereof. Any such liability or

outstanding payable by Allottee shall create first lien over the subject Plot in favour of Promoter till payment of entire outstanding amount and shall be dealt in accordance with Applicable Laws.

- 7.7 **Possession by the Allottee.-** After obtaining the approved demarcation-cum-zoning plan/provision of services by the Promoter/part completion certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the competent authority as per applicable laws.

The Allottee also acknowledges and confirms that in the event where the certificate of completion/part completion has been received by the Promoter, and the Allottee is deemed to have taken possession of the allotted Plot on expiry of three months from the date of offer of possession being made by the Promoter (to the allottee(s)) and as per the terms agreed, the Company shall recognise the entire sale consideration as income in its books of account in the year of offer of possession, notwithstanding the amount of outstanding demand payable by the Allottee, considering that all significant risks and rewards of ownership of the developed/finished Plot shall be deemed to have been transferred to the Allottee, notwithstanding the fact that the actual physical possession and/or legal title may be transferred at the later point of time upon payment/settlement of the entire outstanding demand (of the Promoter) by the Allottee.

- 7.8 **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 and recover, brokerage/commission paid, interest on delayed payment etc. The interest payable by the Allottee to the Promoter shall be as per the rates prescribed under RERA Rules. The balance amount of money shall be returned by the Promoter to the allottee within ninety days of such cancellation.

Notwithstanding anything contained in this Agreement, wherever there is a reference of any amounts to be refunded to the Allottee, such reference shall be read to mean and include refund to the bank/financial institution (as per the instructions of such bank/financial institution) from the whom the Allottee had taken loan from. Such refund to the bank/financial institution shall be made without any reference of the Allottee,

## 7.9 **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 compensation under this clause 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 Plot:

- (i) in accordance with the terms of this Agreement, by the date specified herein; 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 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, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

## **8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ALLOTTEE.-**

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

- (i) That the Allottee acknowledges and agrees that the Promoter has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, size, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her own ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Plot based only upon the printed brochure and application form with terms and conditions and payment plan of the Promoter and has not relied upon and is not influenced by any, written, visual or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location, payment plan, price etc. or physical condition of the said Colony /said Plot. The Allottee is also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular;
- (ii) The Allottee agrees that he shall not partition or divide the Plot and shall not violate any other norm as may be stipulated in the Zoning Plan such as no. of floors and area to be constructed on each Plot. The Allottee further agrees not to amalgamate the adjoining Plots. The Allottee further agrees and confirms that the approval of building plans, occupancy certificate etc. for the construction/development on the Plot shall be at his sole cost and responsibilities and the Promoter shall take no responsibility for the same. Further, registration of independent floors shall be allowed in accordance with the Scheme and subject to Applicable Laws;
- (iii) The Allottee shall complete construction of the plot within [●] months from the date of offer of possession by the Company to the Allottee, after getting the plan approved from the competent Authority. The Promoter may however at its sole discretion, at the written request of the Allottee, extend the construction period for another 12 months only upon the Allottee paying late construction charges to the Company @ Rs. \_\_\_\_ per sq. yard (Rs. \_\_\_\_ per sq. mtr.) per month of delay. The late construction charges shall be increased if the delay continues beyond the period of 12 months in case any further extensions are granted by the Promoter beyond 12 months. The Allottee agrees and understands that the provision for imposition of late construction charges is necessary with a view to develop and habitate the said Colony. The holding charges and the late construction charges are distinct and separate, to be payable by the Allottee to the Promoter.
- (iv) If any cheque submitted by the Allottee gets dishonoured due to any reason whatsoever then the Allottee

shall be liable to pay such charges/fees as determined by the Promoter.

- (v) The Allottee undertakes and agrees not to use the Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other Plot owners in the vicinity or for any commercial or illegal or immoral purpose;
- (vi) The Allottee agrees that the Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Promoter may require including in particular, the requirement of the Income Tax Act. 1961 as well as all other statutory compliances;
- (vii) The Allottee shall not assign, transfer, lease or part with possession of the Plot under sale, without taking 'No Dues Certificate' from the Promoter and/or the Maintenance Agency regarding the maintenance charges payable;
- (viii) That the Allottee has undertaken undertakes that the Allottee that after the sale and transfer of the Plot, the Allottee shall be solely responsible and liable for violations if any, of the provisions of the law of the land and applicable rules, regulations and directions by the competent authorities and the Allottee shall indemnify the Promoter for any liability and/or penalty in that behalf;
- (ix) That the Allottee may get the name of his/her nominee substituted in his/her place, with prior approval of the Promoter, subject however to such charges/conditions/guidelines/executive instructions as may be applicable from time to time. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion, and /or nomination. Notwithstanding the foregoing, the Plot cannot be transferred, assigned and no further third party nomination or interest can be created for a period of 6 (six) months from the date of this Agreement;
- (x) The Allottee shall get registered his communication address and email address with the Promoter at the time of booking and it shall be the sole responsibility of the Allottee to inform the Promoter about all subsequent changes, if any, in his e-mail address/ postal address, by e-mail/ registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered e-mail address/ postal address will be deemed to have been received by the Allottee at the time, when those should ordinarily reach such address and he / she shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications, the reference of the allotted Plot must be mentioned clearly. That the Promoter will communicate with the Allottee mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory. All notices / letters to be served on the Allottee shall be deemed to have been duly served, if sent to the Allottee, to the first Applicant (in case of more than one applicant), at the email address given by the Allottee. It is clearly mentioned that in case there are joint Allottee all communication shall be sent by the Promoter to the Allottee whose name appears first, at the e-mail/ address given by him for mailing and which shall for all purpose be considered to be duly served upon all the Allottee and no separate communication shall be necessary to the other named Allottee.
- (xi) The Allottee acknowledges and confirms that Promoter shall endeavour to provide infrastructure inside the Colony such as laying of internal roads, water lines, sewer lines and electrical lines, however, the



external facilities outside the Colony such as main sewer line, water line, electricity line, storm water drains, roads, are to be provided/developed by the Government/nominated agency and if they are not in place even at the time of handing over of possession then the Allottee shall not claim any compensation for delay due to non-provision of infrastructure facilities and/ or consequent delay in handing over the possession of the Plot(s) in the Colony as this is understood to be beyond the scope and control of the Promoter.

- (xii) That the Allottee agrees and acknowledges that the Allottee is aware that the Promoter shall be carrying out extensive development activities for many years in future in the Colony and shall also be connecting/linking the services/facilities viz. Electricity, water, sanitary/drainage system etc. of additional development with the existing ones in the colony and the Allottee shall not raise challenge or disrupt the same in any manner. The Allottee further confirms and undertakes that he/she/they shall not make any objection or make any claim or default in any payment as demanded by the Promoter on account of inconveniences, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of service/facilities etc., as said above.
- (xiii) That, if the Allottee has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said Plot, such commission or brokerage be solely be paid by the Allottee. The Promoter shall in no way whatsoever be responsible and no such commission or brokerage shall be deductible from the amount agreed to be payable to the Promoter for the said Plot.
- (xiv) The Allottee agrees that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9)(A) of the Benami Transactions (Prohibition) Act 1988. The Allottee agrees and undertakes to indemnify and keep indemnified the Promoter against any penalties, claims, demands, losses, damages, actions, disputes, costs, charges that may be made by any statutory authority under the Benami Transactions (Prohibitions) Act, 1988 in respect of the said Plot.

## **9. 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 except \_\_\_\_\_;  
[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) except as otherwise disclosed by the Promoter, there are no litigations pending before any Court of law with respect to the said Land, Project or the Plot;

- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot 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, said Land, Plot and common areas;
- (vi) 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;
- (vii) 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 which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee;
- (x) the Plot 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 Plot;
- (xi) 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 the Plot; and
- (xii) 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 which would affect the transaction contemplated herein.

#### **10. EVENTS OF DEFAULTS AND CONSEQUENCES.-**

- 10.1 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 possession of the Plot to the Allottee within the time period specified; or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the RERA 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 thereunder.
- 10.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:-
- (i) stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; or
  - (ii) the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the

plot, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

10.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

- (i) in case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto or on demands made by the Promoter (in case of dues not envisaged in the Payment Plan), 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 specified in the Rules;
- (ii) in case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and recover, brokerage/commission paid, interest on delayed payment etc. The rate of interest payable by the Allottee to the Promoter shall be as prescribed in RERA Rules. The balance amount of money paid by the Allottee shall be returned by the Promoter within Ninety (90) 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 (30) days prior to such termination. The dispatch of the cheque for the balance amount by registered post/speed-post to the last available address of the Allottee with the Promoter shall be full and final discharge of all the obligations on the part of the Promoter and the Allottee will not raise any objection or claim on the Promoter after this. The Promoter may at its sole discretion condone the breach by the Allottee and may revoke cancellation of the allotment provided the Plot has not been re-allotted to some other person and the Allottee agrees to pay the upto date interest and the unearned profits (difference between his booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by the Promoter.

## **11. CONVEYANCE OF THE SAID PLOT**

The Promoter, on receipt of Grand Total Price of the Plot under the Agreement, including all statutory charges, taxes, development charges etc., from the Allottee, shall execute a conveyance deed and convey the title of the Plot within three months from the issuance of the completion certificate but not later than six months from handover of possession.

The Allottee undertakes to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded by the Promoter and execute the Conveyance Deed within a period of sixty (60) days from the date of Promoter calling upon in writing, failing which the Allottee shall be charged holding charges as prescribed in Clause 7.5 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

Unless a conveyance deed is executed and registered, the Promoter shall, for all intents and purposes continue to be the owner of the said Plot and also any construction thereon, and the Agreement shall not

give to the Allottee any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee as stated in this Agreement.

## **12. MAINTENANCE OF THE PROJECT.-**

The Promoter or its nominated maintenance agency shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the competent authority. The maintenance charges payable by the Allottee to the Promoter or its nominated maintenance agency is not part of the Total Price or Grand Total Price.

The Allottee shall enter into Maintenance Agreement with the Promoter or its nominee or any other agency (hereinafter referred to as “**Maintenance Agency**”) as may be appointed by the Promoter from time to time for the maintenance and upkeep of the Project including maintenance of civic amenities such as public roads, landscaping, water, sewerage, drainage, garbage clearance, horticulture, street lights, pavements etc. and maintenance of common areas falling within the said Project but outside the Plot, until these are handed over to a local body or any Govt. agency.

It is agreed by the Allottee that, subject to Applicable Laws, he shall be liable to pay the maintenance bills as raised by the maintenance agency for maintaining the above-said services/facilities on a pro-rata basis from the date of the offer of possession by the Promoter irrespective of whether the Allottee has/have taken possession or is in occupation of the Plot or not, until these are handed over to a local body or any Govt. agency irrespective of whether the Allottee has taken possession or is in occupation of the Plot or not.

The Parties agree that consumption of utilities like electricity, water etc., shall be payable by the Allottee as per prescribed rates.

It is specifically agreed by the Allottee that the Allottee shall be entitled to use the Maintenance services subject to the timely payment of total Maintenance Charges. The total Maintenance Charges will be fixed by the Promoter / Maintenance Agency on the basis of the Maintenance costs. The decision of the Promoter or Operation/Maintenance Agency in respect of the cost of Maintenance will be final and binding on the Allottee. These charges will be paid at monthly/quarterly/half yearly intervals as decided by the Promoter or Maintenance Agency as and when the Operation/Maintenance services are transferred to the said Maintenance Agency.

The Allottee agrees to deposit and to always keep deposited with the Company/Maintenance Agency an interest free maintenance security (IFMS) at the rate of Rs. \_\_\_\_\_ per sq. yard or Rs. \_\_\_\_\_ per sq. meters, as prescribed by the Company/Maintenance Agency payable at the time of offer of possession by the Company. Subject to Applicable Laws, if the Allottee is required to make payments towards maintenance charges and the Allottee fails to make such payments on or before the due date, the Allottee in addition to permitting the Company/Maintenance Agency to deny him the right to avail the maintenance services, also authorises the Company/Maintenance Agency to adjust in the first instance, the interest free maintenance security against such defaults in the payment of maintenance bills. The resultant shortfall in the interest free maintenance security shall be made good by the Allottee within 15 days of demand by the Company/Maintenance Agency. The Company/Maintenance Agency also reserves

a right to increase the interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within 15 days of demand by the Company/Maintenance Agency. It is made specifically clear and it is so agreed by and between the parties hereto that the interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Company shall have first charge/lien on the said Plot in respect of any such non-payment of shortfall/increases as the case may be. In case the Company hands over the maintenance of the said Colony to the Maintenance Agency, the Company shall transfer the IFMS of the Allottee to the Maintenance Agency after adjusting there from any outstanding maintenance bills, pro-rata maintenance collection deficits and/or other outgoings of the Allottee at any time even after execution of the Conveyance Deed and there upon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims of any of the Allottee on account of the same.

It is further clarified that the cost of the Plot does not include the power backup facility charges in any manner. However, if at the sole discretion of the Company power backup facility is created, it will be availed by the Allottee on payment of establishment charges levied and the Allottee shall be charged on monthly basis for the power backup which may be provided by the Company through DG Sets of suitable capacity installed within the said Colony or anywhere else. The ownership of the same shall vest with the Company, its nominee or the maintenance agency. The power backup would be charged in proportion to the size of the Plot/independent floor. It is made clear to the Allottee that the charges for all the costs relating to power consumed by him as indicated in the meter which may be installed by the Company, its nominee, maintenance agency at the cost of Allottee shall be billed as part of the maintenance bill which shall be towards the power consumed and expenditure incurred for consumables like diesel, spare parts, depreciation and other wear and tear etc. apart from other charges for maintenance/upkeep of the said Colony as described above. If the maintenance charges are not paid by the Allottee regularly on or before its due date then the Company/its nominee/maintenance agency shall be entitled to withhold the provision of electricity supply as well as other services. If the Company, its nominee or Maintenance agency decides to apply for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana for such purpose to receive and distribute bulk supply of electrical energy in the said Colony, then the Allottee undertakes to pay on demand to the Company/Maintenance Agency all deposits and charges like fixed connection charges, Advance Consumption deposit, expenditure on independent feeder, share cost of appropriate capacity sub-station etc. paid/payable by the Company/Maintenance Agency to Dakshin Haryana Bijli Vitran Nigam(DHBVN)/any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana. Further the Allottee agrees that the Company shall be entitled in terms of the Operation/ Maintenance Agreement to withhold electricity supply to the said colony till full payment of such deposits and charges are received by the Company or the Maintenance agency. The Allottee agrees to abide by all the conditions of sanction of bulk supply and to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded, the Allottee shall contribute on pro-rata basis towards security deposit /other expenses.

The Allottee undertakes and agrees not to do any encroachment over the land between road, pavement

and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the Project. The authorised personnel of maintenance agency will be permitted to check or inspect stagnant water within the said premises as pre-emptive precaution against mosquito and insect breeding.

The Allottee agrees and undertakes that in order to maintain the safety and security of the Project and its occupants, it shall be mandatory for the Allottee to duly intimate the Promoter about any further transfer of the Said Plot by way of sale, lease or otherwise and to register its servants, drivers, staff or regular visitors with the maintenance office without fail.

It shall be the responsibility of the Allottee to continue to pay the charges including maintenance etc. (if applicable) pertaining to the Plot payable under this Agreement to the Promoter. It is further agreed by the Allottee shall be responsible and that he shall make sure that in the event the Premises is transferred / sold or the Allottee gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Promoter deems necessary.

The Allottee acknowledges and accepts that there would be extensive developmental / construction activities for many years in future in the entire area falling outside the periphery of the Plot making use of roads, infrastructure and facilities and that the Allottee understands and agrees that he shall not raise any objection or make any claim or default in making payments of its maintenance dues on account of inconvenience, if any, which may be suffered by him due to such developmental / construction, additional extension activities or incidental / related activities. The Allottee further agrees and confirms that all open land(s) / areas other than plots sold, belong and are possessed by the Promoter and all the rights including the ownership thereof of such areas/open land(s), buildings, facilities and amenities, other than those specifically earmarked for common use of the occupants/plot owners, shall vest solely with the Promoter and the Promoter may deal in any manner with such land including transfer to government, semi government, any other authority, body, any person, association, institution, trust and / or any local body(ies) and at any terms / payment(s) which the Promoter may deem fit

### **13. RIGHT TO ENTER FOR REPAIRS.-**

The Promoter / maintenance agency shall have rights of unrestricted access of all common areas, garages/closed parkings/covered parking, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **14. USAGE.-**

**Use of Service Areas:** The service areas as located within the \_\_\_\_\_ (*project name*), shall be earmarked for purposes such as 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 etc. and other permitted uses as per the layout plan. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked, and the same

shall be reserved for use by the Maintenance Agency for rendering maintenance services.

**15. GENERAL COMPLIANCES WITH RESPECT TO THE PLOT:-**

- 15.1 The Allottee shall, after taking possession, be solely responsible to maintain the Plot at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot or the open areas in the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, 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.
- 15.2 The Allottee 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 Plot or anywhere in the Project. Further the Allottee shall not store any hazardous or combustible goods in the Plot or the building built thereon. The Allottee 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.
- 15.3 The Allottee shall not use the Plot or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the zoning/building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the Project or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said Plot which tend to cause damage to any nearby plot.
- 15.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the maintenance agency. 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 THE PARTIES.-**

The Allottee is entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over possession of the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Plot / at his/ her own cost.

**17. ALTERATION OF LAYOUT.-**

The Promoter undertakes that it has no right to make additions or alterations to the layout plan of the Project after it has been approved by the competent authority(ies) except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot 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.

**19. BINDING EFFECT.-**

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 thirty days from the date of receipt by the Allottee and secondly, the Allottee appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty 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.

**20. ENTIRE AGREEMENT.-**

This Agreement, along with its schedules, read with the Application Form, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said plot, as the case may be. In case of any contradiction in the provisions of this Agreement and the Application, this Agreement shall prevail.

**21. RIGHT TO AMEND.-**

This Agreement may only be amended through written consent of the Parties.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES.-**

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 project shall equally be applicable to and enforceable against any subsequent acquirers of the Plot, as the said obligations go along with the Plot for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE.-**

- 23.1 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 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 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.
- 23.2 Failure on the part of the Promoter 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.

**24. SEVERABILITY.-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. 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 of the area of the Plot bears to the total area of all the Plots in the project.

**26. FURTHER ASSURANCES.-**

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition 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.

**27. 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. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar.

**28. NOTICES.-**

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.

The Allottee shall get registered his communication address and email address with the Promoter at the time of booking and it shall be the sole responsibility of the Allottee to inform the Promoter about all subsequent changes, if any, in his e-mail address/ postal address, by e-mail/ registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first

registered e-mail address/ postal address will be deemed to have been received by the Allottee at the time, when those should ordinarily reach such address and he / she shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications, the reference of the allotted Plot must be mentioned clearly. That the Promoter will communicate with the Allottee mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory. All notices / letters shall be deemed to have been duly served, if sent to the Allottee, to the first Applicant (in case of more than one applicant), at the email address given by the Allottee. It is clearly mentioned that in case there are joint Allottee all communication shall be sent by the Promoter to the Allottee whose name appears first, at the e-mail/ address given by him for mailing and which shall for all purpose be considered to be duly served upon all the Allottee and no separate communication shall be necessary to the other named Allottee.

**29. JOINT ALLOTTEES.-**

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 be considered to have been properly served on all the Allottees.

**30. GOVERNING LAW.-**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**31. 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.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_(city/town name) in the presence of attesting witnesses, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_ At \_\_\_\_\_

Please affix  
Photograph  
and sign  
across the  
Photograph

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

Please affix  
Photograph  
and sign  
across the  
Photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_ (Authorized Signatory)

Please affix  
Photograph  
and sign  
across the  
Photograph

**WITNESSES:**

1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ 2. Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

**SCHEDULE 'A'** - PLEASE INSERT DESCRIPTION OF THE PLOT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'** – BREAK UP OF TOTAL PRICE AND GRAND TOTAL PRICE

**SCHEDULE 'C'** – PAYMENT PLAN BY THE ALLOTTEE