

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this \_\_\_\_Date day of June (Month), 2023,

By and Between

**M/s. Orange Castle Pvt Ltd,** (\_\_\_\_\_), a company registered under the provisions of the Companies Act, 1956, having its Registered Office at **FF-49-A, Upper Ground Floor, Laxmi Nagar Extn, Near Mangal Bazar Road, Delhi East Delhi DL 110092 IN** acting through **Rakesh Dabas** who has been duly authorized to execute the present Agreement for sale vide the Board Resolution dated \_\_\_\_\_ hereinafter referred to as the '**Promoter**', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns,

**IN FAVOUR OF**

*[If the Allottee is a company]*

**M/s. Orange Castle Pvt Ltd**, (CIN No. **U70109DL2014PTC264867**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **FF-49-A, Upper Ground Floor, Laxmi Nagar Extn, Near Mangal Bazar Road, Delhi East Delhi DL 110092 IN**, (PAN **AABCO9718M**), represented by its signatory, **Rakesh Dabas**, authorized (Aadhar No. \_\_\_\_\_)

duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allotee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

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

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, herein referred to as the “**Allotee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

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

\_\_\_\_\_, (Aadhar no. \_\_\_\_\_) S/o \_\_\_\_\_, age \_\_\_\_\_, Residence \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (PAN No. \_\_\_\_\_) herein called the “**Allotee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Booking Amount” or earnest money means 10 % of the Total Price of Unit/Plot/Plot or Shop, as the case may be.
- (c) “Government” means the Government of the State of Haryana;
- (d) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (e) “Section” means a Section of the Act.

**WHEREAS:**

**A.** The Developer has Collaboration with Krishan Rathee acres of land in the revenue estate of Village Sector-6, Village Khedi Sadh Distt-Rohtak, and Haryana, vide registration no. 0000/0000 dated 16/02/2023 in teh. Rohtak Haryana.

**B.** The Land is earmarked for the purpose of building affordable Plotted Housing Colony project as per the Haryana Affordable Plotted Housing Policy, 2016 ( Deen Dayal Jan Awas Yojna) notified by Government of Haryana vide Notification No. \_\_\_\_\_ and any amendments thereto ("**Policy**").

**C.** The Developer has obtained License No. **35 of 2023** dated **16/02/2023** from the office of Director Town and Country Planning, Haryana ("**DTCP**") for developing the aforesaid Project on the total Land admeasuring **6.16875** acres and also got the project registered under RERA vide registration no. HRERA-PKL- with commercial complex and the said project shall be known as "**ORANGE CASTLE PVT. LTD**" ("**Project**"). layout of the colony is also approved from the Director Town and Country Planning, Government of Haryana, at Chandigarh ("**DTCP**") vide memo **License no.** \_\_\_\_\_

**D.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said project Land on which Project is to be developed have been complied with.

**E.** The Developer have obtained approval on the layout plan for the said project as the case may be, from Directorate of Town & Country Planning Haryana Developer agrees and undertakes that it shall not make any changes to these approved plans, except in strict compliance with Section 14 of the Act and other laws as applicable.

**F.** the Developer has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula, Haryana on 26/05/2018 under registration no. HRERA-PKL-

**G.** The Allotee had applied for a plot in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_ having area of square mtr \_\_\_\_\_) along with parking area(if applicable) admeasuring N.A in the N.A [*Please insert the location of the said parking*], as permissible under the applicable law and *right in the common areas* as per the provisions of HDRU Act, 1975 (8 of 1975) ( hereinafter referred to as the "**Plot**" more particularly described in **Schedule-A**. That the specifications, amenities, facilities (which are part of the project) are described in **Schedule-B**.

**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. Additional disclosures;**

**a.** That each and every plot shall be sold as per the terms and conditions mentioned in the License, bearing no. 35, granted by the Directorate of Town & Country Planning, Haryana.

**b.** That the Allottee(s)/Plot Owner(s) shall ensure the installation of Solar Water Heating Plant, Rain Water harvesting or any other requirement of HPCPB( Haryana State pollution control board) as per government policy which shall be applicable from time to time on the colony.

**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 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.

**L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, and as per the terms and conditions as mentioned in the \_\_\_\_\_ granted by the Directorate of Town & Country Planning Haryana, the Developer hereby agree to sell and the Allottee hereby agrees to purchase the plot as specified in the Para I above.

**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 Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot as specified in the Para I above.

1.2 The Total Price of the Plot based on the area is \_\_\_\_ (Rupees \_\_\_\_\_.) (hereinafter referred to as "**Total Price**") as detailed below:

DESCRIPTION OF THE PLOT	*Rate of Plot
Block/ Cluster : ____	
Plot No.____	_____-/-Per sq. yds.
Area of Plot:____sq. yrd. _____ sq.mtr.	_____-/-per sq.mtr.
<b>Total price (In Rupees):</b> _____	_____-/-

#### BREAKUP OF TOTAL PRICE OF THE PLOT

PARTICULARS	AMOUNT (IN RUPEES)	RATE OF TAX	TAXES (IN RUPEES)	TOTAL AMOUNT (IN RUPEES)
Basic Price of Plot	–	–	–	–
External Development Charges (EDC)	–	–	–	–
Infrastructure Development Charges (IDC)	–	–	–	–
<b>Total</b>				–

**\*NOTE:**

- Price per sq. mtr. = Total Price of Plot/ Area in Sq. mtr.
- Conversion of units: 1 sq. metre = 1. 19599 sq. yrd.
- The above mentioned Total Price includes cost of maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, the maintenance shall be charged as per clause 11.
  - The cost of stamp duty, registration fee and any other charges related to execution and registration of any agreement (including the present one), Sale/Conveyance/Lease deed etc. shall be paid by the Allottee in addition to the total price mentioned above.
  - The cost of Electricity Meter connection and actual electricity consumption is not included in the total price mentioned above; accordingly the electricity supplied by the electricity board/electricity corporation shall be distributed to the Allotees /Allotees by the competent authority/ Developer(s) or its nominated maintenance agency, as the case may be. Hence, the Allottee shall pay the cost of electricity meter connection charges and charges for actual electricity consumption to the competent authority/ Developer(s) or its nominated maintenance agency, as the case may be, as per the bill raised by the same.

#### **EXPLANATION:**

(i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Developer towards the Plot;

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc.) which may be levied, in connection with the development/construction of the Project paid/payable by the Developer, up to the date of handing over the possession of the Plot to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purpose of such possession. It is clarified that in case the possession is offered by the Developer and the same is not taken within 30 days from the date of such offer of possession then the Plot shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/ charges/levies etc.

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 Developer shall be increased/reduced based on such change / modification:

Provided further that 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;

Provided further that if by virtue of any government notification or any order of any court, Tribunal or Authority/direction, any amount, including tax, fee, charges or any other levy called by whatever name, becomes due and payable retrospectively, then the Allottee hereby undertakes to pay the same promptly after receiving an intimation from Developer in this regard and in case of delay in such payment he shall be liable to pay interest at the rate as specified in Rules.

(iii) The Developer 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 Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes/fees/charges/levies, etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/ charges/levies etc. have been imposed or become effective. ;

(iv) The Total Price of the Plot includes recovery of price of the Land, development/construction of not only the Plot but also the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, existing taxes/fees/levies, etc. , cost of providing electric wiring, electrical connectivity to the Plot, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies, etc. imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee. However it is clarified that any increase in development charge/cost/taxes/fees/levies etc. imposed by the competent authorities with retrospective effect, the Allottee shall be liable to pay the same except the interest for the duration of delay, if any.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments of upto @ 10% 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 a Allottee by the Developer unless agreed upon by the Allottee. Provided that in order to claim entitlement for rebate, the Allottee shall make payment of the installment at least 90 (ninety) days in advance from the date it becomes due and payable to the Developer.

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule B which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the Plot, without the previous written consent of the Allottee as per the provisions of the Act and Rules made hereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that the Developer 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 hereunder or as per approvals/instructions/guidelines of the competent authorities, provided that such minor additions or alterations as per the requirement of the Allottee shall be on chargeable basis.

1.7 The Developer shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee after the development of the plotted area along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Developer shall inform the Allottee about any details of the changes, if any, in the area. The total price payable for the area shall be

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

1.8 Subject to Clause 9.3, the Developer agree and acknowledge that 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 shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Rules, 2017 of the State. The Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority as the case may be as provided under Rule 2(1)(f) of the Rules, 2017 of the State ;

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot. Provided that the Allottee shall give 7 (seven) days advance notice in this regard to the Developer and shall comply with all the safety norms and requirements while visiting the under-construction Project.

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

1.10 The Allottee has paid a sum of Rs.\_\_\_\_/- (Rupees \_\_\_\_ ) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Developer hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule C] as may be demanded by the Developer 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 as specified in Rules.



## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of \_\_\_\_\_ payable at Gurugram.

Provided that in case the cheque submitted by the Allottee towards payment of any installment or any other due payable by him/her is dishonored for any reason whatsoever, the Developer shall notify about the same to the Allottee and the Allottee, within 15 (fifteen) days of receiving such intimation, shall deposit the entire cheque amount together with cheque dishonor charges and interest, with the Developer. In case, the Allottee fails to make such due payments (including cheque dishonor charges and interest) within the period of 15 (fifteen) days, the Developer shall be entitled to but not limited to initiating proceedings under Section 138 of the Negotiable Instruments Act, 1881, in addition to all such other remedies as are available under present Agreement as well as the applicable laws and the same shall also be treated as breach of the terms and conditions of this Agreement and the Developer shall have the right to terminate the same in the manner provided in this Agreement.

For the purpose of making payments to the Developer as per the payment plan, the Allottee may avail loans from the Financial Institutions/Banks to finance the Plot. However, the Developer shall not be responsible in any manner if a particular financial institution/Bank refuses to finance the Plot to the Allottee on any ground. The responsibility of getting the loan sanctioned and disbursed as per the payment schedule and its repayment with interest accrued thereon to the financial institution/Bank will rest exclusively on the Allottee and under no circumstance the Developer shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer as per the schedule shall be ensured by the Allottee along with interest on delayed payments, if any.

In case, where the Allottee has opted for long term payment plan arrangement with any Financial Institution/Banks, the Conveyance Deed of the said Plot in favour of the Allottee shall be executed as per the terms of the tripartite agreement executed among the Allottee, Bank/financial institution and the Developer.

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

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

accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 allotment of the said Plot in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her name first towards interest/ charges and under any head(s) of dues against lawful outstanding of the Allottee against the Plot and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### 5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017.

#### 6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed sanctioned plan, project specifications, amenities and facilities of the Plot and accepted the plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer.

The Developer 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 Developer undertake to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Building Code, 2017, Haryana Plot Ownership Act, 1983 and Haryana Development and Regulation of Urban Areas Act,

1975 and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and Rules made hereunder or as per approvals/instructions/guidelines of the competent authorities, and any breach of this term by the Developer shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot - The Developer agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.

The Developer assures to hand over possession of the Plot for Residential usage as per agreed terms and conditions unless there is delay due to "*Force Majeure*", *order of any court, Tribunal or Authority, 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 Developer shall be entitled to the extension of time for delivery of possession of the Plot.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment as per RERA Rules. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of the Plot - The Developer, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the colonizer/Developer, duly certifying/part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this agreement. That the physical possession of the Plot shall be given to the Allottee by the Estate Manager/Project Incharge of the Project only after the Allottee provides original Possession Memo issued by the Developer, authorizing the Estate Manager/Project Incharge to hand over the physical possession to the Allottee. The Developer shall issue such Possession Memo only after the Allottee has paid all the dues, deposited and signed all the requisite documents.

Provided that where the Developer have applied for the occupation certificate by submitting the application and all other documents with the competent authority and neither any objection nor the occupation certificate has been received from the authority within 3 (three) months of such application, the Developer shall offer in writing the possession of the Plot to the Allottee as stated above.

The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide to the Allottee copy (on demand) of occupation certificate or part thereof in respect of the Group Housing Project at the time of conveyance of the same. The Allottee, after taking possession or after 30 days from the date of offer of possession, whichever is earlier, agree(s) to pay the maintenance charges as per Clause 11 and holding charges as determined by the Developer/association of Allotees/competent authority, as the case may be.

Provided that where the Developer makes the offer of possession of the Plot to the Allottee but the Allottee fails to take the possession after completing all the formalities within 30 (thirty) days of such offer, the Allottee shall be liable to pay the maintenance charges and holding charges as described above after the expiry of thirty days from the date of such offer of possession.

7.3 Failure of Allottee to take Possession of the Plot - Upon receiving a written intimation from the Developer as per Clause 7.2, the Allottee shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Allottee shall remit all the balance dues and interest, if any, standing against the said Plot along with stamp duty and registration charges within the time period prescribed in the offer of possession letter. The Allottee shall also obtain No Objection Certificate/No Dues Certificate from the maintenance agency prior to seeking possession of the Plot, where after the Developer shall give possession of the Plot to the Allottee as per terms and conditions of the Agreement.

In case, the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in Clause 7.2.

Provided if the Allottee fails to take possession of the Plot, even if all dues have been paid, within a period of 180 days from the date of offer of possession or any date, if extended by the Company in its sole discretion, the Company will not be responsible for deterioration in the condition of the Plot and will hand over the physical possession on as is where is basis and any work or expense to improve on the condition of the Plot will have to be carried out and borne by the Allottee itself.

7.4 Possession by the Allottee - After obtaining the approved Zoning-cum-Demarcation Plan/provision of services by the Developer, duly certifying/ part Completion, in respect of the project and handing over physical possession of the Plot to the Allotees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allotees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017. Provided that it shall be the responsibility of the Allottee or the Association, as the case

may be, to approach and collect the documents and plans, including common areas, from Developer after receiving an intimation in this regard.

7.5 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 Developer, the Developer herein is entitled to forfeit the booking amount paid for the Allotment and interest component on delayed payment (payable by the Allottee for breach of the Agreement and non-payment of any dues payable to the Developer). The rate of interest payable by the Allottee to the Developer shall be at the rate as specified in Rules. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee as per RERA Rules.

7.6 Compensation - The Developer 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*", *order of any court, Tribunal or Authority, Government policy/guidelines, decisions*, if the Developer fails to complete or is unable to give possession of the Plot.

(i) In accordance with the terms of this Agreement, duly completed by the date of Completion; 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 Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate as specified in Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee, interest at the rate as specified in Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within 90 (ninety) days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allotee as follows:

(i) The Developer have absolute clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and has the absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are encumbrances upon the said Land or the Project as per the details given below:

-----\*NIL\*-----

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project or phases, as the case may be, as well as for the Plot being sold to the Allotee are valid and subsisting and have been obtained by following due process of law.

Provided that where any approval, licenses, sanctions and permissions issued by the competent authorities with respect to the Project or phases, as the case may be, have expired, the Developer have/shall duly applied/apply for renewal of the same.

Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project or phases, as the case may be, as well as for the Plot and for the Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

(v) The Developer have 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 Allotee created herein, may prejudicially be affected;

(vi) The Developer have 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 Allotee under this Agreement;

(vii) The Developer confirms that it is not restricted in any manner whatsoever from selling the said Plot to the Allotee in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allotee, common areas to the association of Allotees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the 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 Developer have duly paid/shall pay 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 letter in respect of the Plot has been issued as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, Rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the 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 Developer in respect of the said Land and/or the Project, except those arising out of normal course of business of the Developer in respect of the said Land and/or Project.

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

9.1 Subject to the "*Force Majeure*", order of any court, Tribunal or Authority, Government policy/guidelines, decisions, the Developer shall be considered under a condition of Default, in the following events:

(i) Developer fail to provide ready to move in possession of the developed Plot to the Allottee within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the Developer has obtained demarcation-cum-zoning plan/part completion/completion certificate, as the case may be;

(ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

(ii) The Allottee shall have the option of terminating the Agreement, in which case the Developer 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 as specified in 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 Developer, interest the rate as specified

in Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within the period prescribed under the RERA Rules..

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

(i) In case, the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer 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 Developer on the unpaid amount at the rate as specified in 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 Developer in this regard, the Developer may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of the Agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Allottee to the Developer shall be at the rate as specified in Rules. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. Provided that the Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

#### **10. CONVEYANCE OF THE SAID PLOT:**

The Developer on receipt of Total Price of the Plot, shall execute a conveyance deed in favour of the Allottee or its nominee preferably within 3 (three) months but not later than 6 (six) months from possession.

[Provided that, the Plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of the 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 Developer to withhold registration of the conveyance deed in his or her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer. In case, the conveyance deed cannot be executed because of any Force Majeure circumstances as listed above and the Allottee has paid stamp duty, lease rent, registration charges and any other incidental charges on demand from the Developer or otherwise, the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp or other related charges are increased by the authorities then the Allottee will have to pay for the shortfall in such stamp or other related charges. Further, the Developer shall not be liable to pay any interest or compensation to the Allottee for such delayed period.

#### **11. MAINTENANCE OF THE SAID PLOT / PROJECT:**



The Developer 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 Allotees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The Total Price of the Plot includes maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, such maintenance charges shall be calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees. The Allottee agrees to execute a separate agreement for maintenance, at the time of conveyance of the Plot, with the Developer or the Association of the Allotees, as the case may be, and also deposit the interest free maintenance security amount, if any, as per the terms and conditions of maintenance agreement.

In case, the Allottee/association of Allotees fails to take possession of the said essential services within 30 days from the date of offer of possession as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Developer have the right to recover such reasonable amount (calculated as per actual cost of maintenance plus 20% towards administrative charges and management fees) as spent on maintaining such essential services. The Allottee shall also pay Rs \_\_\_\_/- per sq.Yds towards Maintenance Security Deposit.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event the Developers' failure to rectify such defects within such time, the aggrieved Allotees shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Developer shall not be liable for any such structural/architectural/interior defect induced by the Allottee, by means of carrying out structural or architectural or interior changes from the original specifications/ design.

Provided further that, the Developer shall not be liable for rectification of any such defect as stated above in case of the Allottee fails to take over possession of the Plot within 180 days of the offer of possession of the same by the Developer.

That the defect liability shall be limited to the effect in construction (i.e. structure) however, air cracks in plaster masonry and general wear and tear shall not be considered as structural defect. Defect liability shall not cover Force Majeure situations. The defect liability shall not be applicable on the bought-out items, most of which are covered under warranty by manufacturers themselves. However, in the event of reoccurring problems with the bought-out items purchased from third party Developer which shall have warranties from their respective manufacturers the Developer shall cooperate with the Allottee in rectifying such defects.

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

The Developer/maintenance agency/association of Allotees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allotee agrees to permit the association of Allotees and/or maintenance agency/competent authority to enter into the Plot 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 (Not applicable to present agreement) 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans The Developer/ Allotee 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 to be used by the association of Allotees formed by the Allotees, maintenance agencies/competent authority for rendering maintenance services.

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

15.1 Subject to Clause 12 above, the Allotee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or cause to be done anything in or around the Plot, common areas or the compound which may be in violation of any laws or rules of any authority and shall always keep the, 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 same is not in any way damaged or jeopardized.

15.2 The Allotee/association of Allotees 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 plot or anywhere on the exterior of the Project therein or Common Areas. The Allotee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allotee/association of Allotees shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages. The Developer/ Allotee/association of Allotees 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 Allotee/association of Allotees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allotees and/or maintenance agency appointed by association of Allotees/competent authority. The Allotee shall not install, operate and/or use

generator set of any size/kind within the Plot. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee shall not, without appropriate permission from the concerned authority and prior intimation to the Developer, sink, drill, install and/or commission any well/bore well/tube well within or anywhere outside the area of the Plot allotted to him/her as the case may be.

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

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

#### 17.ADDITIONAL CONSTRUCTIONS:

The Developer undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the 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 as provided for in the Act and relevant Rules. Therefore, the Developer may make additions or put-up additional structure(s) after taking the necessary approvals from the competent authority and minimum required consent of the Allotees in the project as provided for in the Act and relevant Rules.

#### 18.DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer execute 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. However, if any such charge is/are created then the Developer shall duly intimate the Allotees about the same.

#### 19. APARTMENT/LAND OWNERSHIP ACT (OF THE RELEVANT STATE):

The Developer have assured the Allottee that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye-laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Developer hereby are showing the detail of various compliance of above as applicable:

Details of approvals/compliances to be provided:

A. HRERA-PKL— \_\_\_\_\_

B. Lc No. \_\_\_\_\_ dated \_\_\_\_\_

## **20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, the Allottee and the Developer have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said Agreement and register the said Agreement, as per intimation by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Developer shall have an option to forfeit 10 (ten) percent of the booking amount.

## **21. ENTIRE AGREEMENT:**

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

## **22. RIGHT TO AMEND:**

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

## **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT/ ALLOTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

For the purpose of above, it is clarified that Allottee may assign its rights to any third party as per the terms and condition of present agreement on payment of applicable administrative charges and also subject to prior intimation and permission of the Developer after completing the formalities required by the Developer including but not limited to execution of fresh agreement for sale in accordance with and as per the governing laws of land. However, the Developer shall have first lien and charge on the said Plot for all pending/outstanding dues and/ or that may hereafter become due and

payable by the Allottee to the Developer, in the event of the Allottee parting with his/her interest by creating any third party interest in the said Plot.

#### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

1. The Developer 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 [Annexure C] 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allotees. It is further agreed between the parties that such waiver may be subject to such terms and conditions as agreed between the parties at the time of waiver.

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.

#### **1. 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.

#### **2. 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 of the Plot bears to the total area of all the Plots in the Project.

#### **3. 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. It is also agreed that the cost of the registration of present agreement shall be borne by the Allottee.

#### **4. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory of the Developers' office or at some other place which may be mutually agreed between the Developer and the Allottee at **Gurgaon**

after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at **Haryana** (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **Gurgaon**. The Courts/Forum(s) at **Gurgaon** Alone shall have jurisdiction to entertain any dispute with regard to the present Agreement.

#### 5. NOTICES:

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

Name of the Developer and address	Name of the Allottee (s) and Address
<hr/>	<hr/>

It shall be the duty of the Allottee, Promoter and the Owners/Confirming Parties 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 Allottee, Promoter and the Owners/Confirming Parties, as the case may be.

#### 6. JOINT ALLOTEES:

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

#### 7. SAVINGS:

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

#### 8. GOVERNING LAW:

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

#### 9. 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. However, if both the parties agree then any dispute arising out or touching upon or in relation to the terms of the application, allotment and/ or Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties may be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator jointly appointed by the Developer and the Allottee and arbitrator's decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Allottee.

This Agreement is being executed in two counter parts each of which shall be deemed to be Original, but both of which together shall constitute one and the same instrument. Both the Parties to this agreement have retained one original copy each.



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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developers (Name, Signatures and Address)	Allotee(s) (Name, Signatures and Address)
<div>_____</div> <div>Signature</div> <div>_____</div>	<div>_____</div> <div>Signature</div>

WITNESSES:

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

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

[The Schedule to this Agreement for Sale shall be as between the Parties]



### **SCHEDULE-III**

LAY OUT/SANCTIONED MAP OF THE PROJECT IS ATTACHED HEREIN FOR DESCRIPTION OF THE PROJECT.

**SCHEDULE-A**

PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN  
ALL FOUR DIRECTIONS

**SCHEDULE-B**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

S.No.	Work	Description	Remarks
1	Road Work	AS PER HUDA APPROVED SERVICE ESTIMATE	
2	Sewerage Work	AS PER HUDA APPROVED SERVICE ESTIMATE	
3	Water Supply Line	AS PER HUDA APPROVED SERVICE ESTIMATE	
4	Street Light	AS PER HUDA APPROVED SERVICE ESTIMATE	

**Schedule-C**

**Payment Plan**

**DLP Plan**

Booking Amount	10%
Within 30 days from date of Application	15%
On commencement of Storm Work/ Sewer work	25%
On Commencement of water line of block	25%
On Commencement of road work of block	15%
At the time of submission of application for CC /On Offer of possession (whichever is earlier)	10%