

**ANNEXURE 'A'**  
[See rule 8]  
**AGREEMENT FOR SALE**

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

**By and Between**

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

**M/s. Signature Infrabuild Private Limited.** (CIN: U70100DL2013PTC247676 ), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 13TH Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, Delhi 110001 and its corporate office at Ground Floor, Tower A, Signature Towers, South City 1, Gurugram, Haryana - 122001 (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

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

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (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, and permitted assigns).

[OR]

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

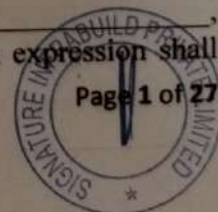
\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (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 Allottee is an Individual]**

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Allottee**" (which expression shall

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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).

[OR]

**[If the Allottee is a 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 mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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

**DEFINITIONS:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Government" means the Government of the State of Haryana;
- (c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) "Section" means a section of the Act.

**WHEREAS:**

- A. The Promoter owner in respect of land admeasuring 5.6875 Acre (5.1125 + 0.575) acre situated in the revenue estate of Village Dhorka, Sector-95, District Gurugram — ("Said Land")



Village	Rect No	Killa No	Area (K-M)
Dhorka	11	3	8-0
		8 min	3-8
	3	18/2	2-0
		19/2	2-0
		20/1/2	1-18
		21/2	7-12
		22	8-0
		23	8-0
		<b>Total</b>	<b>40-18</b>

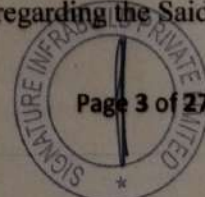
OR 5.1125 Acres

Village	Rect No.	Killa No.	Area (K-M)
Dhorka	11	8min	4-12

Or 0.575 acre

- B. The Said Land is earmarked for the purpose of a building an Affordable Group Housing colony project, comprising several multistoried apartment(s)/ building(s)/ with commercial complex under the Affordable Housing Policy-2013 notified on 19.08.2013 as amended uptodate (Policy) and the said project shall be known as 'Signature Global Aspire Extn' ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

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- D. The Director Town and Country Planning, Government of Haryana, and Chandigarh ("DTCP") has granted the license /approval/sanction to the Promoter with other persons, if any, mentioned in the license to develop the Project *vide* license No 73 of 2019 dated 04-07-2019 and 13 of 2021 dated 12-03-2021. The Project comprises of several buildings/towers consisting of self-contained independent flats along with common infrastructure, parking sites, and community building (community hall, anganwadi – cum- crèche) in terms of the Policy including commercial building
- E. The Promoter has obtained approval of the building plan/or any requisite approval for the Project as the case may be, from DTCP, Chandigarh - ZP-1339/PA(DK)/2023/29485 Dated 06.09.2023 the concerned competent authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on \_\_\_\_\_ under registration No. \_\_\_\_\_ for the revised area of 5.6875 Acre ( 5.1125 + 0.575 acre);
- G. The Allottee had applied for residential apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ together with required affidavit in terms of the Policy and pursuant to the said Application, the draw of lots held on \_\_\_\_\_ in the presence of officials of DTCP/DC, Gurugram wherein the Allottee has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet and balcony area..... Sq. Ft., on \_\_\_\_\_ floor in tower/ block/ building no. \_\_\_\_\_ ("Building") along with the two wheeler open parking site parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_, as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Allottee(s) has inspected the site where the Project is being/shall be constructed along with the ownership records and other related documents and hereby acknowledges that the Developer has readily provided all information and clarifications as required. The Allottee(s) has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the said Apartment. Further, the Allottee(s) is satisfied about the title of the Promoter related to the Project and is also content with the right, title and interest of the Promoter to sell the Said Apartment and receive the Total Cost.;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;



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

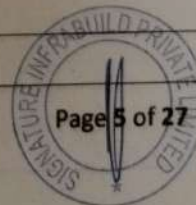
NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

# 1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in Application Form, this Agreement and in the Policy, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment for Residential alongwith parking (if applicable) as specified in Para G.
- 1.2 The Total Price for the built up Apartment for Residential alongwith parking (if applicable) based on the carpet area is \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**") Below is the break up and description thereof:

S. No.	Heads	Amount	Applicable Taxes
1	Rate of Apartment per square feet:		
2	Rate of balcony per square feet		
3	Administrative Charges at the time of issuance of allotment letter		
4	Administrative Charges for sale/conveyance deed execution and registration #		
5	Electricity Meter cost#		
6	Interest Free Operating Cost Security#:		
7	Charges for Operating and Running Cost for Utility Services*:		
8	Water Meter Connection		

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	Charge#		
9	Stamp Duty*		
10	Registration Charges at the time of execution and registration of sale/conveyance deed *		
11	Administrative Charges at the time of conveyance deed		
12	Charges/fees for Electricity #		
13	Any other charge that may be charged from Developer/promoter		
14	External electrification Charges (EEC) #		
15	Advanced Electricity Consumption Deposit (ACD) #		
16			

\*Maintenance services as prescribed in Section 3 (3) (iii) of The Haryana Development and Regulation of Urban Areas Act, 1975 and in the licence are free in term of the Haryana Affordable Housing Policy 2013. However, operating and Running Cost for Utility/Additional Services has to be paid by the Allottee(s).

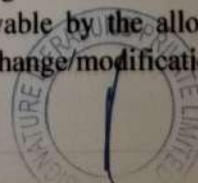
# The same would be informed at the time of conveyance deed as its actual rate cannot be ascertained now or applicable as on date however this may be change at the relevant point of time as mandated by the concerned

#### Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Apartment for Residential alongwith parking (if applicable);
- (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(s)) paid/payable by the Promoter up to the date of handing over the possession of the Apartment for Residential (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification:

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Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Apartment for Residential alongwith parking (if applicable) includes recovery of price of land, development/construction of not only of the Apartment but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, Charges for Operating and Running Cost for Utility Services as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the / Apartment for Residential alongwith parking (if applicable) in the Project. There will be no power back up facility in Project. However, if power backup is required to be provided either for lifts or for Common Areas, cost of equipment and installation thereof, shall form part of the Total Cost.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities under this Act or under any enactment/rules/regulations etc, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @

\_\_\_\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities under this Act or under any enactment/rules/regulations etc.,. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities under this Act or under any enactment/rules/regulations etc.,.
- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment for Residential alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment for Residential alongwith parking (if applicable);
  - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, Utility Services staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities under this Act or under any enactment/rules/regulations etc, after duly obtaining the occupation certificate/part occupation certificate/ ~~part completion/ completion~~



certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State subject to the provisions of the Affordable Housing Policy 2013 as amended upto date;

- (iii) The Allottee has the right to visit the project site with prior information and appointment only to assess the extent of development of the project and his Apartment for Residential .

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, Charges for Operating and Running Cost for Utility Services, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities under this Act or under any enactment/rules/regulations etc., banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment for Residential alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for Residential (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

## 2. MODE OF PAYMENT:

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

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management

Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment for Residential applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment for Residential alongwith parking (if applicable), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Further, the Allottee(s) understands, confirms and agrees that in case of delayed payment, the payment so made by the Allottee(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter, the balance payment shall be adjusted towards the current outstanding amounts.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment for Residential alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

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



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

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities under this Act or under any enactment/rules/regulations etc, and shall also strictly abide by the provisions and norms prescribed by the concerned competent authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities under this Act or under any enactment/rules/regulations etc., and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL (AS THE CASE MAY BE):**

**7.1 Schedule for possession of the said Apartment for Residential** - The Promoter agrees and understands that timely delivery of possession of the Apartment for Residential along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Apartment for Residential alongwith parking (if applicable) as per agreed terms and conditions by 28/02/26 unless there is delay due to "*force majeure*", Court orders, Government policy/guidelines, decisions etc affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential .

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

**7.2(A) Procedure for taking possession of built-up Apartment—**

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The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing alongwith parking (if applicable) shall offer in writing the possession of the Apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing along with parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the Charges for Operating and Running Cost for Utility Services and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

**7.3 Failure of Allottee to take Possession of Apartment for Residential—**

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment for Residential 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 Apartment for Residential to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay Charges for Operating and Running Cost for Utility Services and holding charges as specified in para 7.2.

**7.4 Possession by the Allottee—**

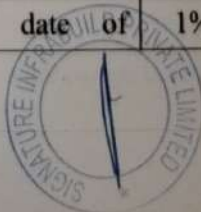
After obtaining the occupation certificate of the building blocks in respect of Group Housing colony or approved Zoning-cum-Demarcation Plan/provision of the services by the colonizer/promoter, duly certifying/part completion, in respect of a plotted colony, as the case may be and handing over the physical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

**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 promoter, the promoter herein is entitled to forfeit in addition to Rs 25,000/-

	Particular	Amount to be forfeited
1	In case of surrender/cancellation before the commencement of project	Nil
2	Upto 1 year from the date of	1% of the cost of flat



	commencement of project	
3	Upto 2 years from the date of commencement of project	3% of the cost of flat
4	After 2 years from the date of commencement of project	5% of the cost of flat

It is agreed that the cost of the flat/unit shall be the total cost as per the rate fixed by the Department in the Policy as amended from the time to time.

Date of the approval of building plans or grant of environmental clearance, whichever is later shall be referred to as the "date of commencement of project".

In the eventuality of withdrawal / cancellation/surrender, the amount as stated above will stand forfeited and the balance amount paid, if any, will be refunded to the Allottee(s), without any interest after deducting the interest accrued over unpaid amount and such refund shall be made.

The rate of interest payable by the allottee to the promoter shall be as prescribed in the Rule 15 of HRERA Rules, 2017. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

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

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

Except for occurrence of a "*force majeure*", Court orders, Government policy/guidelines, decisions etc, if the promoter fails to complete or is unable to give possession of the Apartment for Residential along with parking (if applicable).

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of 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 Apartment for Residential, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee

does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment for Residential, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

[In case obligation is not complied with by the promoter

- (i) the authority shall order to return the total amount received by the promoter in respect of the Apartment for Residential, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.
- (ii) in case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Apartment for Residential.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities under this Act or under any enactment/rules/regulations etc, to carry out development of the Project;
- (iii) There is encumbrances upon the Land of the Project in favour of Vistra ITCL (India) Ltd. ;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities under this Act or under any enactment/rules/regulations etc, with respect to the Project(s) or phase(s), as the case may be, as well as for the Apartment for Residential being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

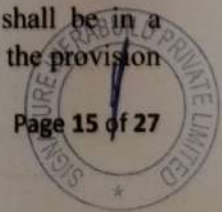
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Apartment for Residential and for common areas as provided under Rule 2(1)(f) of Rules, 2017;



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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the "*force majeure*", Court orders, Government policy/guidelines, decisions etc, the Promoter shall be considered under a condition of Default, in the following events:
  - (i) Promoter fails to provide ready to move in possession of the developed Apartment for Residential along with parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment for Residential shall be in a habitable condition which is complete in all respects including the provision



of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment for Residential alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may issue a notice to the Allottee(s) for making the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Allottee(s) still defaults in making payment of the amount due along with interest within the period of said 15 (fifteen) days, the Promoter may publish the name of the Allottee(s) in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Allottee(s) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Apartment shall stand cancelled without the need for the Promoter to do or undertake any



more steps. In case of such cancellation, the Allottee(s) shall have no lien or claim on the Apartment and the Promoter will be entitled to sell, convey or transfer the Apartment to any party in terms of the Affordable Housing Policy 2013 as amended upto date. In such an event, the amount received from the Allottee(s), until the date of cancellation of the allotment of the Apartment by the Promoter, shall be refunded to the Allottee(s) after deducting the amount as stated in this agreement, interest at the rate provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 on the amount due accruing in favour of the Promoter in terms of the Agreement. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

In case the obligations as above are not complied with either by the allottee or the promoter, the authority may issue suitable directions.

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

The promoter, on receipt of total price of Apartment for Residential along with parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the project, as the case may be. The cost of such maintenance and Utility Services has been included in the Total Price of the Apartment for Residential. Maintenance services as prescribed in Section 3 (3) (iii) of The Haryana Development and Regulation of Urban Areas Act, 1975 and in the licence are free in term of the Haryana Affordable Housing Policy 2013. However, operating and Running Cost for Utility Services has to be paid by the Allottee(s).

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

## **12. DEFECT LIABILITY:**

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

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein.

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

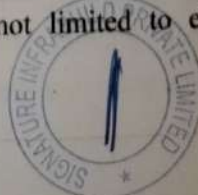
The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

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

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

## **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Signatureglobal Aspire -Extn, 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 Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ Utility Services Staff/competent authority for rendering maintenance services/ Utility Services.

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

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment for Residential alongwith parking (if applicable) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment for Residential alongwith parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment for Residential alongwith parking (if applicable) and keep the Apartment for Residential alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Apartment for Residential and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment for Residential and parking (if applicable), as the case may be.

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

The Parties are entering into this Agreement for the allotment of an Apartment for Residential alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

This is draft format. Hence, actual copy may differ from it



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

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

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

**19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The detail of various approvals/ compliances shall be accessed or viewed by the Allottee at the link provided by the company at ..... :

**20. BINDING EFFECT:**

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

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

**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 / Apartment for Residential and parking (if applicable).

**22. RIGHT TO AMEND:**

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

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

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Apartment for Residential and parking (if applicable) bears to the total area/carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at \_\_\_\_\_. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**29. NOTICES:**

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

\_\_\_\_\_  
Name of Allottee  
\_\_\_\_\_  
(Allottee Address)  
M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_  
(Promoter Address)

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

**30. JOINT ALLOTTEES:**



That in case there are Joint 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 as properly served on all the Allottees.

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing [which the same shall be settled through the authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.

34. The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said unit. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoter in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.

35. Furthermore, in every case where the Allottee has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement may also be executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the

Promoter shall be entitled to terminate this Agreement. Further in case of default in repayment of dues of the financing institution or bank by the Allottee, the Allottee authorize the Promoter to cancel the allotment and repay the amount received till that date after deduction of charges, taxes if any, etc directly to financing institution or bank on receipt of such request from financing institution or bank without any reference to the Allottee. Allottee undertake to pay any remaining outstanding amount after such refund.

36. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement may have been separately executed for financing the unit, or where the Promoter has given its permission to mortgage the unit to any bank, financial institution or company for extending a loan to the Allottee against the unit, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee and any such third party shall not have any right against the said unit or under this Agreement whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
37. The Allottee understands and agrees that the Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Real Estate Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work save and except towards payment of EDC or similar charges to the extent set out herein. It is further clarified and the Allottee agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity by the time the Promoter offer possession of the unit to the Allottee, the Promoter shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the Allottee to be calculated on the basis of actual cost including Applicable Taxes and duties plus a mark-up.
38. The Allottee confirms and agrees that any communication to the email address provided in the application for the unit shall be considered a valid communication to the Allottee.
39. In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the unit, the Promoter shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of the Total Price agreed to be payable to the Promoter for the unit.
40. A waiver of a particular obligation of the Allottee in one circumstance will not prevent the Promoter from subsequently requiring compliance from the Allottee with such obligation on other occasions.



41. The Promoter has made it expressly clear to the Allottee that the rights of the Promoter in the unit agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
41. The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans, the Policy notified by Government of Haryana as amended up-to-date and other Applicable Laws applicable to the unit and /or the Project.
42. It has categorically clarified and accepted by and between the parties that the both the parties shall strictly follow the parameters prescribed under the Policy as amended up-to-date.
43. The name of the commercial space and the Project shall always be Signatureglobal Aspire- Extn . . and the Allottee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottees shall not be entitled to change the same.
44. The Allottee undertakes not to sub-divide/amalgamate the allotted unit(s) with any other unit / area in the Project. Further, the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from its allotted unit in the Common Areas.
45. The Allottee is strictly prohibited from making any alterations or modifications in the allotted unit or outside the allotted unit to the structure or the services and systems laid out in the allotted unit / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more units. The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the allotted unit save and except with the prior permission in writing.
46. The Allottee/Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
47. **Compliance of Affordable Group Housing Policy 2013 as amended upto date**  
It is categorically agreed by and between the parties that terms and conditions of this agreement shall be subject to provisions of the Affordable Group Housing Policy 2013 as amended upto date i.e. if any terms of this agreement is contrary to the provisions of the Affordable Group Housing Policy 2013 as amended upto date, provisions of the provisions of the Affordable Group Housing Policy 2013 as amended upto date shall prevail over that. Applicant shall use only LED fitting for internal lighting as well as campus lighting.

**SCHEDULE 'A' -PLEASE INSERT DESCRIPTION OF THE APARTMENT FOR RESIDENTIAL AND PARKING (IF APPLICABLE)**

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

**SCHEDULE 'C' -PAYMENT PLAN**

**PAYMENT PLAN FOR ALLOTTEES**

S.No.	Particulars	Description
1	At the time of submission of application	5 %of total price
2	Only after the signing, executing and registration of Builder Buyer Agreement (BBA)	20 %of total price
3	On the completion of substructure	12.5 %of total price
4	On the completion of 1/3 <sup>rd</sup> slab of superstructure	12.5 %of total price
5	On the completion of 2/3 <sup>rd</sup> slab of superstructure	12.5 %of total price
6	On the completion of superstructure	12.5 %of total price
7	On the completion of MEP	10 %of total price
8	On the completion of Finishing	10 %of total price
9	On Possession	5 %of total price

\* In case of re-allotment of flat resulting after surrender of flats as well as allotment of left over flats, the amount payable by the Allottee as per the timelines mentioned in the letter issued for such allotment shall be equivalent to the amount payable by other allottees of respective category of flats after main draw i.e. 1ST draw in the project at that stage of payment plan. In case of failure to pay the same within the timelines mentioned in the letter issued for such allotment, the Allottee shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 as prescribed under the Policy. The Applicant (successful allottee(s)) shall be liable to execute and get registered the Agreement of Sale/Builder Buyer Agreement/BBA as well as to pay the said amount. The Payment s Plan/ Schedule may be preponed if the occupation certificate (OC) is received before the scheduled possession period.

This is draft format. Hence, actual copy may differ from it



**SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT FOR RESIDENTIAL**

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

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 witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

- (1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- (2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

- (1) Signature (Authorised Signatory) \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

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

