

DRAFT AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____,

By and Between

MR HIMANSHU GARG S/O SH. NITANAND GARG R/O H. NO 248, SECTOR-5, GURUGRAM HARYANA (DEVELOPER), having its registered office at H. NO 248, SECTOR-5, GURUGRAM HARYANA-122001 and its corporate office at Sheetla Tower, Ground Floor, old Delhi Gurgaon Road, Opp. Airforce School, Gurugram Haryana, (PAN - _____) (Aadhar No. _____), self or represented by its authorized signatory Mr. (Aadhar no. _____) authorized vide Special Power of Attorney Deed no. _____ dated _____ Registered at _____ Sub-Tehsil. _____ Gurugram Haryana hereinafter referred to as the "Developer" (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 authorized signatory _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, 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).

Authorised Signatory

Allottee(s)

OR

[If the Allottee is a HUF]

Mr./ Ms. _____, (Aadhar no. _____) son/ daughter/ wife 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).

OR

[If the Allottee is an Individual]

First Allottee

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

Second Allottee/ Joint Allottee (If Applicable)

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

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

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- (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 as amended from time to time;
- (d) "Section" means a section of the Act.

Authorised Signatory

Allottee(s)

WHEREAS:

- A. The Developer is the absolute and lawful owner of a cumulative area of 9.731 Acres/ 39379.897 square meters in the Revenue Estate of Village Pataudi, Sector-4, Sub- Tehsil Pataudi, Distt. Gurugram, Haryana the details of which are as follows:

Comprising Rectangular No. 101 Kila No. 6/2/2 (2-19), 14/2/1 (3-0), 14/2/2 (3-4), 15/1/1(3-4), 16/2/2(1-12), 16/3 (1-12), 17/1/1(0-7), 17/1/2(2-0), 24/2 (4-0),25/1/1(1-19),25/2/1(1-5), Rectangular No. 111 Kila No. 4/2/1(3-16),5/1(2-3),7/1/2(3-8), 14/2/1(4-4),17/1/2(1-5), 249/2/1/2/1(3-11),13(8-0),14/1(3-4),17/2(2-1),18/1(7-3),4/1(4-0),7/2(4-0) and Rectangular No 101 Kila No 17/1/3(2-0), 24/1(4-0) total 77 Kanal 17 Marla

- B. The Said Land is earmarked for the purpose of plotted development of Affordable Residential Plotted Colony project, comprising of Residential plots and the said project shall be known as “GARDEN 28 PATAUDI” (“Project”);

- C. 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 Land on which Project is to be constructed have been complied with; The Directorate of Town and Country Planning, Haryana has granted the approval/sanction to develop the Project vide approval dated 06.07.2023 bearing License No 139 of 2023 dated 06.07.2023 and Order Endst. No. LC-5014/DS(AK)/2025/1922 Dated 15.01.2025 and has received Approval of Service Plans/ Estimates from DTCP, Haryana by way of Approval Letter 13322 dated 16.04.2025.

- D. The Developer has obtained approval of layout plan vide Drawing No DG.TCP-9379 Dated. 07.07.2023 and Revised Demarcation cum Layout plan vide Drawing No DTCP-10038 Dated 13.02.2024 and Demarcation cum zoning plan vide Drawing No. DTCP-10039 Dated 13.02.2024 from DTCP, Haryana. The 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/ any other laws of the State as applicable;

- E. The Developer has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram no. _____;

- F. The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square meters or _____ square yards. (Hereinafter referred to as the "Plot" more particularly described in Schedule A);
- G. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- J. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot for Residential usage along with 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 this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot for Residential Purpose.

1.2 The Total Price Plot for Residential Purpose as per approved demarcation/ zoning plan is _____ (Rupees _____ Only) ("Total Price"):

Plot No. Block No. Area of the Plot _____ (in square Yard)	Rate of Plot per square Yard
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Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Developer towards the Plot for Residential Purposes

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Developer up to the date of handing over the possession of the Residential Plot along 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 Developer shall be increased/ decreased based on such change / modification:

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

Provided further the Applicant(s), in addition to the Total Price, shall also be liable to pay the cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement and the conveyance deed of the Plot, at applicable rates. The Applicant shall also be liable to pay Bulk Electricity Charges, Sewer & Water connection charges & Interest Free Security Deposit (IFMS) and advance monthly maintenance charges to be determined by Developer at the time of offer of possession over and above the Total Price.

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make the payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer 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 Residential Plot includes recovery of price of land, development/ construction of [not only of the Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, finishing maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential 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.
- 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 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 Developer unless agreed upon by the allottee(s).
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned demarcation and zoning plan (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 thereunder 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 thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

- 1.7 The Developer shall confirm the area of a plot as per the approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) 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 para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Residential Plot along with parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Residential Plot.
 - (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, 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 part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Residential Plot.
- 1.9 The Developer agrees to pay all outstanding payments before transferring the physical possession of the Plots to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent

1.10 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 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.

1.11 The Allottee has paid a sum of “ _____ ”(Rupees _____ Only) as booking amount (10% of the Total Cost of Plot) being part payment towards the Total Price of the Residential Plot along with parking (if applicable) at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot along with parking (if applicable) 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 prescribed in Rule 15 of HRERA Rules, 2017.

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 _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

3.3 The Developer accepts no responsibility in regard to matters specified in para 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 all necessary formalities as specified and 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 application/ allotment of the said Plot applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) 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 Residential Plot along with parking (if applicable), if any, in his/ her name 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 Residential Plot 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.

6. CONSTRUCTION/ DEVELOPMENT OF PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the

case may be) regarding the project(s) where the said Residential Plot is located and has accepted the 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 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 conditions of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by any prevailing law in the state of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder 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 RESIDENTIAL PLOT:

7.1 Schedule for possession of the said Residential Plot - The Developer agrees and understands that timely delivery of possession of the Residential Plot 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 Developer assures to hand over possession of the Residential Plot as per agreed terms and conditions unless there is delay due to “force majeure”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Residential 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 allottee within ninety days. 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 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 after getting the completion certificate of above said project, to the Allottee(s) as per terms of this Agreement.

The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential/

Commercial any other usage (as the case may be) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Developer / association of allottees/ competent authority, as the case may be.

- 7.3 Failure of Allottee to take Possession of Residential Plot - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Residential Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Residential Plot 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 maintenance charges and holding charges as specified in para 7.2.

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/ Developer , duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Residential Plot to the Allottee(s), it

shall be the responsibility of the Developer 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.

- 7.4 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/ withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount (being 10% of the Total Cost of the Plot) paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the Developer). The rate of interest payable by the allottee to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within ninety days of such cancellation.

- 7.5 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 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 compensation under this provision shall not be barred by limitation provided under any law for the time being in force;

Except for occurrence of a “force majeure”, Court orders, Government policy/ guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Residential Plot.

- (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 Developer 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 Residential Plot, 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 Developer 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 Residential Plot, which shall be paid by the Developer to the allottee within ninety days of it becoming due.

In case obligation is not complied with by the Developer:

- (i) the Authority shall order to return the total amount received by the Developer in respect of the Residential Plot, 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 Developer 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 Residential Plot;
- (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 DEVELOPER:

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

- (i) The Developer 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Residential Plot being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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 Residential Plot and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Developer 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 Developer 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 Residential Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Residential Plot to the Allottee(s) 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 Residential Plot 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 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 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot 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 Developer in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the “force majeure”, Court orders, Government policy/ guidelines, decisions, the Developer shall be considered under a condition of Default, in the following events: Developer fails to provide ready to move in possession of the developed Residential Plot 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

- (ii) 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;
- (iii) 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 made thereunder

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 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 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 Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Residential Plot, which shall be paid by the Developer 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 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 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 Developer in this regard, the Developer may cancel the allotment of the Residential 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 customer for breach of agreement and non payment of any due payable to the Developer). The rate of interest payable by the allottee to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 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 thirty days prior to such termination. In case the obligations as above are not complied with either by the allottee or the Developer, the Authority may issue suitable directions.

10. CONVEYANCE OF THE SAID PLOT:

The Developer on receipt of total price of the plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the plot for which possession is granted to the allottee 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 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/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer.

11. MAINTENANCE OF THE SAID 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 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.

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 Developer or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope. Further, In case the Developer shall, itself or through sub-contractor, Continue to provide and Maintain essential services upon the terms and condition as set forth in the maintenance agreement shall in incorporate terms of provision of such essential services and provide for charge maintenance interest free security deposit. Maintenance agreement shall mean the agreement entered between the parties at the time of entering in to this agreement.

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 ninety days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Developer 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 Developer 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 PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Developer / maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Residential 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 Service Areas: The service areas, if any, as located within the GARDEN 28 PATAUDI, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Developer / Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Residential Plot 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 Residential Plot along with 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 Residential Plot along with parking (if applicable) and keep the Plot along with 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 Residential Plot and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Developer / allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load-bearing wall of the Plot and parking (if applicable), as the case may be.

- 15.3 The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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.

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

The Parties are entering into this Agreement for the allotment of a Residential Plot along with parking (if applicable) with the full knowledge of all laws, notifications applicable in the State and rules, related to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes 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.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the Residential Plot 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 Residential Plot and parking (if applicable).

19. APARTMENT OWNERSHIP ACT OF HARYANA:

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

Details of approvals/ compliances to be provided: -

- A. _____;
- B. _____;
- C. _____;
- D. _____;

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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(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 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 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 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 confirm to Act or the Rules and 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 Residential Plot and parking (if applicable) bears to the total area/ carpet area of all the Plots 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in ____ 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 _____. Hence this Agreement shall be deemed to have been executed at _____.

29. 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 Allottee
_____ (Allottee Address)

MR. HIMANSHU GARG (DEVELOPER)

Add: _____

It shall be the duty of the Allottee and the Developer 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 Developer 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 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.

31. 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.

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 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.

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)

(i) Signature _____
Name _____
Address _____

Paste Passport
Photo – 1st Allottee

(ii) Signature _____
Name _____
Address _____

Paste Passport
Photo – 2nd Allottee
(As Applicable)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

Signature _____

Name _____

Address _____

At on in the presence of: **WITNESSES:**

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

SCHEDULE 'A' - PLEASE INSERT A DESCRIPTION OF THE PLOT USAGE AND PARKING (IF APPLICABLE)

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE PLOT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT

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

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

Authorised Signatory

Allottee(s)

Explanation.—

- (a) The Developer shall disclose the existing Agreement for Sale entered between Developer and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement(s) for sale between Developer and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under section 3(1) of the Act.
- (b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the Developer and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.