

Date: ...../...../20.....

To,

Mr. Mrs.....

S/o/ D/o.....

R/o.....

.....

.....

Contact No.....

**Sub: Allotment of Apartment in 24 HIGH STREET at Sector 24, Dharuhera**

Dear Sir/ Madam,

We are pleased to inform you that pursuant to your application for allotment of an apartment in our project "**24 HIGH STREET**" in Sector-24, Dharuhera, the Apartment allotted to you under "....." plan is as per details given below:-

Shop/ Apt No :.....

Floor No :.....

Tower No. :.....

Carpet Area (appx) :.....

Type :.....

The above allotment is subject to all further payments to be made by you as per the payment schedule of the company.

The terms & conditions of the allotment are mentioned overleaf.

Yours Truly,

**For Dwarkadhis Projects Pvt. Ltd.**

(Authorised Signatory)

## AGREEMENT FOR SALE

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

### By and Between

**Dwarkadhis Projects Pvt. Ltd.** (CIN No. U45201DL2005PTC142439), a company incorporated under the provisions of the Companies Act, [1956 having its registered office at PD- 4A, Pitampura, Delhi – 110088, and its Corporate office at Bldg. No. 2007, Sector- 45, Gurugram, Haryana- 122003 (PAN-AACCD2654C), represented by its authorized signatory Mr. Radha Charan (Aadhar No. 8930 4506 3290) authorized *vide* board resolution dated April 10, 2016 (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(s) is an Individual(s)]**

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

### AND

#### Co-Applicant 1

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

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**

**AND**  
**Co-Applicant 2**

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

[OR]

**[If the Allottee(s) 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(s)**” (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(s) is a company]**

M/s \_\_\_\_\_, (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(s)**” (which expression shall unless  
 repugnant to the context or meaning thereof be deemed to mean and include its  
 successor-in-interest, and permitted assigns).

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**

[OR]

**[If the Allottee(s) is a Partnership]**

M/s \_\_\_\_\_, 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(s)"** (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).

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

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

**DEFINITIONS:**

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

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **"Government"** means the Government of the State of Haryana;
- (c) **Earnest Amount:** shall mean an amount equal to 20% of the Total Sale price of the Unit.
- (d) **"Rules"** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (e) **"Section"** means a section of the Act.
- (f) **"Unit"** shall mean Shop/ Studio/ Serviced Apartment(s) / Plot/ Floor for Residential/ Commercial/ any other usage (as the case may be) along with parking (if applicable).

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of Khasra/ Rectangle No. 3- Killa No. 11 (2-16), 19 (5-4), 20 (8-0) totally admeasuring 2 Acres situated at Sector-24, Village Maheshwari Tehsil Dharuhera District Rewari ("Said Land") vide Sale

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**

deed(s) dated 02.06.2006 & 05.06.2006 registered as documents No. 598 & 604 respectively at the office of the Sub-Registrar;

- B. The Said Land is earmarked for the purpose of building [residential and/or commercial] project, comprising of \_\_\_\_ multi-storied Shop(s) and Studio/ Serviced Apartment(s)/ building(s)/ tower(s) and the said project shall be known as '**24 High Street**' ("**Project**"); Licensee of License No. 56 of 2007 dated 23.01.2007 issued by the Director General, Town & Country Planning (DGTCP), Haryana issued under the Haryana Development and Regulation of Urban Areas Act, 1975 (**Development Act**) and rules made thereunder. This license has been issued for the piece and parcel of land admeasuring area 2 acres (Approx.) comprised in Khasra/ Rectangle No. 3- Killa No. 11 (2-16), 19 (5-4), 20 (8-0)
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director General, Town & Country Planning (DGTCP), Haryana has granted the approval/ sanctions to develop the Project vide approval dated 23.01.2007 bearing license No 56 of 2007;
- E. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from Director General Town and Country Planning, Haryana. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula, Haryana on \_\_\_\_\_under registration no.\_\_\_\_\_;
- G. The Allottee(s) had applied for the Unit along with parking (if applicable) the "**Unit**" in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Shop no. /Studio/ Serviced Apartment No.\_\_\_\_\_ having carpet area of \_\_\_\_\_ with exclusive Balcony/ Verandah/ Exclusive Open Terrace area \_\_\_\_\_square feet on \_\_\_\_\_ floor in [tower/ block/ building] no.\_\_\_\_\_  
(the "**Unit**") along with open/ basement parking no. (if applicable) \_\_\_\_\_  
admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [*Please insert*

For Promoter (Authorised Signatory)

Allottee(s) Signature

*the location of the said parking*], 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 “ **Unit**“ more particularly described in **Schedule A** and the floor plan of the **Shop / Studio / Serviced 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 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;
- J. 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;
- K. 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) (s) hereby agrees to purchase the Unit for Commercial / Residential usages 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 Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit as specified in **Schedule-B** hereunder.
- 1.2 The Total Price for the built up Unit is more particularly described in **Part-1** of **Schedule-C**, hereunder.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall 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(s) subject to force majeure. Whereas if such increase/ decrease in imposition happens after the date of offer of fit-outs/ possession, the allottee shall be directly liable for it.

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

The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement. In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the Said Project. The Allottee shall also be liable to pay External Development Charges (EDC), Increased/ revised EDC, Internal Development Charges (IDC), Increased/ revised IDC, Interest towards original/ revised EDC & IDC, Maintenance deposit, upfront maintenance charges, Documentation charges, Charges towards water and electricity infrastructure, Increased area charges, Stamp duty, Registration Charges and any other charges applicable at the time of registration of this Agreement, Conveyance, Sale Deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) 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 change/ modification/introduction in taxes, which is paid or demanded along with the Acts/ Rules/ Notifications together with dates from which such Taxes/ Levies etc. have been imposed or become effective.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the unit or the said Project building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per Approvals/ Instructions/ Guidelines of the competent authorities and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, Facilities/ Services/ Development Works/ Amenities, which are not part of the Said Project but will be provided as part of the subsequent phases of Whole Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

- 1.7 The Promoter shall confirm to the Carpet Area that has been allotted to the Allottee(s) 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(s) 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(s). If there is any increase in the Carpet Area, which is not more than five percent of the Carpet



Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) 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(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit;
- (ii) The Allottee(s) 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 promoter shall hand over the common areas to the association of Allottee(s) competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The allottee has the right to visit the project site to assess the extent of development of the Said Project and his Unit (as the case may be), to the extent of development of the project and his Unit. The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk of accident at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), 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 therefore by such authority or person.

- 1.10 The Allottee(s) has paid a sum of **Rs.** \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Unit at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan **Schedule- C, Part-I & II** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) 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 and delay payment charges.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **Schedule- C (Part-II)** through A/c Payee cheques/ demand draft/ bankers cheques or online payment (as applicable) in favour of '.....' payable at .....

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

- 3.1 The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the

Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/ allotment of the said Unit 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(s) authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

#### **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 Unit to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017.

## 6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website regarding the project(s) where the said Unit 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 and shall also strictly abide by the provisions and norms prescribed by the Haryana Apartment Ownership Act 1983 and other applicable laws specified by the state of Haryana, shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, Rules made there under and the procedure agreed under clause 1.5 hereinabove or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE UNIT:

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

The Promoter assures to hand over possession of the Unit as per agreed terms and conditions within a period of 48 months plus a grace period of 6 months from the date of execution of this agreement unless there is delay due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project (the “**force majeure**”). If the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of

the Unit and the promoter shall not be liable to pay any penalty/interest/compensation etc. In such an eventuality or delays from government department the promoter can offer hand over of the unit for the purpose of fit-outs.

The Allottee(s) 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 refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days or with the consent of the allottee, can give an option to the Allottee(s) for allotment of unit in any other tower/ project. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After allotment of alternate Unit/ refund of the money as paid by the Allottee(s), the Allottee(s) 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 Unit** - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect to the "project" shall offer in writing the possession of the "Unit" within 15 days from the date of above approval occupation certificate or part thereof to the Allottee(s) as per terms of this Agreement.

The Promoter 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 Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of "project" usage along with parking (if applicable) 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 Promoter/ association of Allottee(s)/ competent authority, as the case may be.

The Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc., to the Promoter within due date as specified in the letter of offer of possession and within three months from clearance of all dues, outstanding, interest, if any, maintenance security etc., the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed registered before the Sub Registrar. The date of issue of Occupancy Certificate shall be

treated as Deemed Date of Possession; the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association/Maintenance agency, as the case may be. The Promoter shall handover the copy of Occupancy Certificate of the Unit to the Allottee(s) at the time of conveyance deed of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Haryana Stamp Act and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

- 7.3 Failure of Allottee(s) to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Unit 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 Unit to the Allottee(s) as per terms and condition of the agreement.
- 7.4 Possession by the Allottee** - In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as intimated by the Promoter.
- 7.5 Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Earnest Amount paid for the allotment all or any taxes, duties, cess etc. deposited by the Promoter to the concerned department/authority and interest

component on delayed payment (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter). The rate of interest payable by the Allottee(s) to the promoter 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(s) shall be returned by the promoter to the Allottee(s) within ninety days of such cancellation (without any interest).

- 7.6 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project (the “**force majeure**” if the promoter fails to complete or is unable to give possession of the Unit.

- 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 Allottee(s), in case the Allottee(s) 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 Unit, 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(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit, which shall be paid by the promoter to the Allottee(s) within **ninety** days of it becoming due or with the consent of the allottee, can give an option to the Allottee(s) for allotment of unit in any other tower/ project.

- iii) The Allottee(s) shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier, Maintenance charge, House-tax, Property-tax, Fire-fighting tax or any other Fee, Cess or Tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice of demand otherwise Promoter shall be entitled to recover this Amount with delay charges and interest.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (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 Unit 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 Unit 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(s) 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 Unit 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 Unit 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 Unit to the Allottee(s), common areas to the association of Allottee(s) or the competent authority, as the case may be.
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of the Unit, 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 war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature Court orders, Government policy/ guidelines, decisions affecting

the regular development of the real estate project (the “**force majeure**”), 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 Unit to the Allottee(s) 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 Unit 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(s) is entitled to the following:

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

Provided that where an Allottee(s) 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 Unit along with parking (if applicable), which shall be paid by the promoter to the Allottee(s) within ninety days of it becoming due or with the consent of the allottee, can give an option to the Allottee(s) for allotment of unit in any other tower/ project.

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

- (i) In case the Allottee(s) 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(s) 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(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the earnest amount, taxes dues and cess etc., paid for the allotment and interest component on delayed payment, bank interest paid by the promoter, dealer commission (payable by the customer for breach of agreement and nonpayment of any due payable to the promoter). The rate of interest payable by the Allottee(s) to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money out of total paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) 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(s) about such termination at least thirty days prior to such termination.
- (iii) That in case of event of default by the Allottee(s) till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as specified at 9.3 (i) above and (b) recover maintenance charges from the Deemed Date of Possession; (c) recover holding/ safeguarding charges @ Rs.10 and Rs.15 per square feet per month of the Carpet Area of the Unit in case of Apartment/ Plot and Shop respectively; (d) taxes, cess etc., (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of entire pending dues including interest and Allottee(s) hereby authorizes the Promoter for the same. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under

Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

- (iv) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee, from the amounts realized from the such new allottee:
- a. The Earnest Amount;
  - b. All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
  - c. The Delay Payment Charges paid/payable by the Allottee(s) to the Promoter as applicable;
  - d. Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the term.

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

The promoter on receipt of total price of the Unit as per Para No. 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 Unit for which possession is granted to the Allottee(s).

Further, the promoter, also in case of Unit, after receipt of total price, 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 Unit 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(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period

mentioned in the notice, the Allottee(s) 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(s) to the Promoter.

#### **11. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be through its associate or group company or LLP. The cost of such maintenance has been included in the Total Price of the Unit till the date of obtaining the Part Occupation/ Occupation Certificate or offer for handover of unit for the purpose of fit-outs, whichever is earlier.

In case, the Allottee(s)/ association of Allottee(s) fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope on monthly basis from the date of obtaining the Part Occupation/ Occupation Certificate or offer for handover of unit for the purpose of fit-outs, whichever is earlier.

#### **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(s) 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable leakage or seepage or wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or nonobservance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 30 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 29.1 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement. The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

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

The Promoter/ maintenance agency/ association of Allottee(s)/ 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 Allottee(s) and/ or maintenance agency/ competent authority to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

#### **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the.....'project', shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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 Allottee(s) formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

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

- 15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit along with 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 Unit, parking, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit or parking and keep the Unit or parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s)/ Association of Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/ Association of Allottee(s) shall not

store any hazardous or combustible goods in the Unit and/ or parking or place any heavy material in the common passages or staircase of the Building. The promoter/ Allottee(s)/ association of Allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee(s)/ Association of Allottee(s) shall also not remove any column, wall, including the outer and load bearing wall of the Unit and/ or parking, as the case may be.

- 15.3 The Allottee(s)/ Association of Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/ or maintenance agency appointed by association of Allottee(s)/ competent authority. The Allottee(s) 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 the Unit with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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(s) who has taken or agreed to take such Unit and parking (if applicable).



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

The Promoter has assured the Allottee(s) 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.

**20. BINDING EFFECT:**

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s). Secondly, the Allottee(s) 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(s) 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(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this agreement executed, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit the Ten percent 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 Unit.

**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) (S) / SUBSEQUENT ALLOTTEE(S) (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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit 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(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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(s) 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 Unit bears to the total area/ carpet area of all the Units 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(s). After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of this Agreement, the same shall be registered at the office of the concerned Sub-registrar at Dharuhera.

**29. NOTICES:**

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

\_\_\_\_\_ Name of Allottee(s)

\_\_\_\_\_ (Allottee(s) Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

It shall be the duty of the Allottee(s) 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(s), as the case may be.

**30. JOINT ALLOTTEE(S) S:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) 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 there under including other applicable laws prevalent in the State for the time being in force.

**33. DISPUTE RESOLUTION:**

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

The Law Courts, Consumer Forums, Commissions, Tribunals situated at Delhi shall have exclusive jurisdiction on all or any types of disputes arising under this agreement.

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(s) in the presence of witness  
**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee(s): (including joint buyers)

(1) Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Please affix  
photograph  
and sign  
across the  
photograph

(2) Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Please affix  
photograph  
and sign  
across the  
photograph

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

Promoter:

(1) Signature (Authorized Signatory)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Please affix  
photograph  
and sign  
across the  
photograph

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

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**

WITNESSES:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE –A & B**

**Description of the Unit (Studio/ Serviced Apartment/ Shop/ Plot)  
Floor/ Site Plan of the Unit**

**(Attached in annexures)**

**SCHEDULE –C (Part-I)**  
**Description of Total Price of the Unit**

Block/Building/ Tower no. _____ Unit No. _____ Type _____ Floor _____ Parking (if applicable) _____	Rate of Unit per Square feet
Total price (in rupees)	

**SCHEDULE – C (Part-II)**

**Payment Schedule**

<b>Payment Plan For Studio Apartments</b>		
<b>INSTALLMENT</b>	<b>PERCENTAGE</b>	<b>PARTICULAR</b>
1st	10%	At The Time Of Booking
2nd	10%	Within 60 Days & Execution Of Agreement
3rd	10%	Within 120 Days
4th	10%	On Start Of Excavation Work
5th	7.5%	On Start Of Rafting Work
6th	7.5%	On Start Of Basement Work
7th	7.5%	On Start Of Ground Floor Work
8th	7.5%	On Start Of Second Floor Work
9th	7.5%	On Start Of Fourth Floor Work
10th	7.5%	On Start Of Seventh Floor Work
11th	10%	On Start Of Wall & Plaster Work
12th	5%	On Offer of Possession/ Fitout

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**



Payment Plan For Shops		
INSTALLMENT	PERCENTAGE	PARTICULAR
1st	10%	At The Time Of Booking
2nd	10%	Within 60 Days & Execution Of Agreement
3rd	10%	Within 120 Days
4th	10%	On Start Of Excavation Work
5th	7.5%	On Start Of Rafting Work
6th	7.5%	On Start Of Basement Work
7th	7.5%	On Start Of Ground Floor Work
8th	7.5%	On Start Of First Floor Work
9th	7.5%	On Start Of Second Floor Work
10th	7.5%	On Start Of Third Floor Work
11th	7.5%	On Start Of Wall & Plaster Work
12th	7.5%	On Offer of Possession/ Fitout

**Inclusion**

EDC

IDC

**Exclusion**

Electricity Connection

Power Backup

IFMS

**Notes-**

1. Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.
2. The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.
3. Cheques/ PO/ DD to be issued in favour of "DWARDKADHIS PROJECTS PVT. LTD." payable at Delhi/New Delhi only (In case of cheque payment, same shall be confirmed subject to realization of cheque).
4. For bookings made under the Instalment Payment Plan after start of construction, upfront amount shall be paid at par/ equal to the amount already demanded within 30 days of Booking.
5. Terms & conditions in the Application Form, Allotment Letter and Demand Letter are part of the Agreement & will be final and binding on all the parties.

**For Promoter (Authorised Signatory)****Allottee(s) Signature**

## **SCHEDULE - D**

### **Specifications, Amenities, Facilities which are part of the Unit:**

#### **Shops**

Bareshell

#### **Serviced Suites**

Details of Flooring in Drawing Room/ Bed Room, Kitchen/ Common area etc.	Vitrified tiles/ Vinyl in Drawing, Bed & Common Areas or similar, Antiskid tiles in Bath & Kitchen or similar
Details of Plastering/ Finishing	POP/ Putty Punning with Paint
Details of Wood work/ door window	Flush/ Skin door with door frame, Composite Aluminium Door-Windows in Balcony or similar
Details of Kitchen finishing	Granite Slab with S.S. Sink and 2' tiles above counter
Toilet details	EWC, Wash Basin, Bath Area with CP fittings, wall tiles till 7' height

## **SCHEDULE - E**

### **Specifications, Amenities, Facilities which are part of the Project**

#### **(Details of common areas, facilities and amenities of the Said Project)**

1. Project Land.
2. Water Supply& Underground Water Tank.
3. Fire Alarm System & Fire Fighting System.
4. Sewage/ sanitation drainage & Treatment Plant for water recycling.
5. Storm Water Drainage System & Rain Water Harvesting/s.
6. Electric Sub Station/s & DG Sets.
7. Stair Cases, Lifts, Lift lobbies, Fire escapes, and Common Entrances and Exits of buildings in the 'project'.
8. Common Basements, Driveways, Ramps, Terraces, & common storage spaces.
9. Water tanks, Pumps, Motors etc. and all Apparatus connected with installations for common use.
10. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

**For Promoter (Authorised Signatory)**

**Allottee(s) Signature**