

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this __ (Date) day of ____ (Month), 20____,

By and Between

[If the promoter is a company]

____ (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 _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the promoter is a Partnership firm]

____, 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 the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the promoter is an Individual]

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

AND

[If the Allottee is a company]

____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “Section” means a section of the Act.
- (e) "Policy means Affordable Housing Policy 2013 dated 19th August 2013 under the provisions of Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975

WHEREAS:

- A. Sh. Anil Kumar Jain & Smt Sudesh (“Owner”) are the absolute and law full owner of Rectangle No. 46, Killa No. 3,4,7/1,7/2,8,9/1/1,9/1/2,11/2,12,13,14/1,14/2,15 totally admeasuring 8.84375 acres situated at Village Farukhnagar, Sector 3 in Tehsil Farrukhnagar & District Gurugram (“**Said Land**”) vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a Collaboration agreement dated 12.07.2024 registered as document no. 937 at the office of the Sub-Registrar;
- B. The Director, Town and Country Planning, Haryana, Chandigarh (“DTCP”) has granted a license (defined hereinafter) bearing no. 73 of 2025 dated 22.05.2025 for land admeasuring 8.84375 acres situated in the revenue estate of village Farukhnagar, Sector 3, District Gurgaon, Haryana for development of Affordable Group Housing Colony.

The details of the said Land is as under:

| Rectangle No. | Killa No. | Area Kanal – Marla |
|---------------|-----------|------------------------------|
| 46 | 3 | 8-0 |
| | 4 | 8-0 |
| | 7/1 | 4-0 |
| | 7/2 | 3-11 |
| | 8 | 7-11 |
| | 9/1/1 | 1-6 |
| 46 | 9/1/2 | 2-10 |
| | 11/2 | 3-17 |
| | 12 | 8-0 |
| | 13 | 8-0 |
| | 14/1 | 6-0 |
| | 14/2 | 2-0 |
| | 15 | 8-0 |
| | | 70 K - 15 M or 8.84375 acres |

- C. The Said Land is earmarked for the purpose of development of Affordable Group Housing Colony and the said project shall be known as ‘NAKSHATRA BY NOWARA’ (“**Project**”);
- D. 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;
- E. The Promoter has obtained the requisite approvals for the construction and development of the Project from Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as DGTCP). The Building Plans of the said Project have been approved vide Memo No. ZP-2144/SD (PK)/2025/39641 dated 14-10-2025 issued by the office of Director General, Town and Country Planning, Haryana, Chandigarh. 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, Policy and other laws as applicable from time to time;
- F. The Environmental clearance for construction of “Affordable Group Housing Colony” project named NAKSHATRA BY NOWARA, Village- Farrukhnagar, Sector -03, Tehsil Farrukhnagar, Gurugram, Haryana-..... has been obtained from State Environment impact assessment Authority, Haryana vide Memo / Letter No. dated
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____ under registration No. _____;
- G. The Allottee had applied for residential apartment/commercial unit/IT unit/any other built up unit in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ (“**Building**”) along with stilt/ basement parking No. (if applicable) _____ admeasuring _____ square feet in the _____ [Please insert 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 “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

- I. Pursuant to the aforesaid application, in the draw held on in the presence of officials of DGTCP/ DTP/ STP /DC, Gurugram, an Apartment No. (Hereinafter referred to as the "**Apartment/Unit**" more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**) having carpet area of **Sq. Ft.**, type - **2BHK + 2 Toilet (Type-2)**, and Balcony Area of **Sq. Ft.** on **floor** in [tower/block/building] no. ("**Building**"), together with one two-wheeler parking space has been allotted to the Allottee together with proportionate right in common areas ("Common Areas") as defined under Rule2(1)(f) of Rules 2017.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage (as the case may be) along with one two-wheeler parking 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 & conditions as detailed in this Agreement, the Promoter hereby agrees to allot to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment No. having carpet area of **Sq. Ft.**, type - **2BHK + 2 Toilet (Type-2)**, and Balcony Area of Sq. Ft. on **floor** in [tower/block/ building] no. of the Project ".....", in Village-, Sector -03, Tehsil Farrukhnagar, Gurugram, Haryana-..... as mentioned in Para G.
- 1.2 The Total Price for the built-up Unit/Apartment for Residential/Commercial (as the case may be) along with one two-wheeler parking based on the carpet area (Including Balcony Area) is ` _____ (Rupees _____ only) ("**Total Price**"). The Allottee(s) will have to pay the cost of apartment on the basis of actual carpet area of the apartment plus taxes which shall be calculated at the time of offer of Possession of the Apartment.

| | |
|---|---|
| Block/Building/Tower No.: | Rate of Apartment per Sq. Ft. |
| Apartment No.: | Rs./- per Sq. Ft. on Carpet Area Rs...../- per |
| Type: 2BHK + 2 Toilet (Type-2) | Sq. Ft. on Balcony Area |
| Floor: | |
| One Two Wheeler Parking Space (0.8 mtr. X 2.5 mtr.) | |

| | |
|---|---|
| Carpet area of Apartment | Sq. Ft. x Rs.00/- per Sq. Ft. plus applicable Taxes as per office order dated by the Director, Town and Country Planning Haryana, Chandigarh |
| Balcony Area | Sq. Ft. x Rs./- per sq. ft. plus applicable Taxes as per office order dated by the Director, Town and Country Planning Haryana, Chandigarh |
| Total Price including Taxes (in Rupees) |/- |

Explanation:

- (i) The Allottee has paid a sum of **Rs./- (RupeesOnly)** as booking amount being part payment towards the Total Price of the Apartment for Residential usage along with only one two-wheeler parking space at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment for Residential usage as per the Payment Plan [Schedule- C] demanded by the Promoter within the time and in the manner specified therein in terms of Policy;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest (along with applicable GST) at the rate prescribed in the Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.

- (ii) The Allottee shall be separately liable and responsible to pay all taxes like GST and cess or any other similar taxes which may be levied, in connection with the construction of the project. All taxes including GST, levies, cess have been charged in the total price. In addition, the Allottee(s) shall be liable for the Stamp Duty, Registration cost and pocket expenses for the registration of the conveyance deed of the same. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, subject to Force Majeure conditions, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Allottee(s) shall be liable to pay from the date of offer of possession of his/ her apartment, house tax/property tax, firefighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Allottee(s) is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee(s) in proportion to the carpet area of the Allottee's Apartment to the total carpet area of all the Apartments in the said Project.
- (iv) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above 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 the taxes paid or demanded along with the

Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.3 The rates/cost of the Apartment has been fixed under the Affordable Housing Policy, 2013 which is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges or other 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/ rules/regulations to that effect along with the demand letter being issued to the Allottee(s), 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, subject to Force Majeure conditions, 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 It is specifically agreed that the amount of Rs. 25,000/- along with other deductible charges (as per the Policy in general and circular dated 5th July 2019 in Particular) shall be treated as “Booking Amount”. The Booking amount shall be liable to be forfeited in the event of surrender of allotment by the Allottee and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment contained herein, including non-payment of installments. In the eventuality of surrender/cancellation, the Booking Amount will stand forfeited and the balance amount paid, if any, will be refunded to the Allottee without any interest, and such refund shall be made by the promoter to the allottee within ninety days of such cancellation.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘D’ and Schedule ‘E’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, 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 allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be).
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 It is made clear by the Promoter and the Allottee agrees that the (Apartment) along with one two-wheeler parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.11 Any right made by virtue of this agreement shall vest in the Allottee only upon actual realization of the payments/Cheques made in terms of this agreement.
- 1.12 All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this agreement, including stamp duty on this agreement, legal fees, if any, shall be borne and paid solely by the Allottee(s).
- 1.13 The Allottee has paid a sum of. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the

case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

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

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the _____ [Please insert the relevant State laws] 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT/UNIT/APARTMENT FOR RESIDENTIAL/ COMMERCIAL/INDUSTRIAL/IT/ANY OTHER USAGE (AS THE CASE MAY BE):

7.1 Schedule for possession of the said Plot/ Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage - The Promoter agrees and understands that timely delivery of possession of the Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Plot/ Unit/Apartment for Residential/Commercial /Industrial/ IT/any other usage (as the case may be) alongwith parking (if applicable) 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 Promoter shall be entitled to the extension of time for delivery of possession of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be).

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

7.2(A) Procedure for taking possession of Plot—

The Promoter, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the colonizer/promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/provision of services by the colonizer/part completion certificate in respect of plotted development [Residential/Commercial/Industrial/IT Colony/any other usage (as the case may be) alongwith 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 allottees/competent authority, as the case may be.

(B) Procedure for taking possession of built-up Unit/Apartment—

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/Commercial/IT Colony/Industrial/any other usage (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/Commercial/IT Colony/Industrial/any other usage (as the case may be) alongwith 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 allottees/competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage—

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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.

7.4 Possession by the Allottee—

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

7.5 Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit 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 promoter). The rate of interest payable by the allottee 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 shall be returned by the promoter to the allottee within ninety days of such cancellation subject to the conditions and Regulations made under Haryana Affordable Housing Policy 2013 and amendments thereon.

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

The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force." ;]¹

Except for occurrence of a “*force majeure*”, Court orders, Government policy/guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT /any other usage alongwith parking (if applicable).

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage, with interest at the rate prescribed in the

¹ In ANNEXURE ‘A’, in serial number 7.6 for first para,

["**Compensation—**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force."] substituted, vide Rule 26 (i) (I) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

[In case obligation is not complied with by the promoter

- (i) the authority shall order to return the total amount received by the promoter in respect of the Plot/ Unit/ Apartment for Residential/ Commercial/Industrial/IT/ any other usage, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.
- (ii) in case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the allottee does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage.
- (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.]¹

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Plot/ Unit/ Apartment for Residential/ Commercial/

¹ In ANNEXURE 'A', in serial number 7.6, in para (ii), in the end, above paras inserted, vide Rule 26 (i) (II) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

Industrial/ IT/ any other usage 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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 Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of plot/apartment/commercial unit/IT unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.
- (xii) There are no litigations pending before any court of law or authority with respect to the said land, project or the apartment.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the “*force majeure*”, Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the developed Plot/ Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage alongwith parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, ‘ready to move in possession’ shall mean that the Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by

completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot/unit/apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage alongwith parking (if applicable) 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 promoter). The rate of interest payable by the allottee 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 shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.
- (iii) Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document required to be executed by the Promoter and in terms of the Agreement/Application.
- (iv) Assignment of this agreement or any interest of the Allottee(s) in this agreement in any manner
- (v) Dishonor of any cheque(s) including post-dated cheques given by the Allottee(s) for any reason whatsoever
- (vi) Sale/transfer/disposal of/dealing with, in any manner, the reserved one parking space of two-wheeler independent of the said apartment
- (vii) If Allottee fails to take possession of the Apartment, within the time stipulated by the Promoter
- (viii) Failure to pay any taxes, and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of Agreement for Sale/Application

(ix) Any other breach of a provision under this Agreement/Application/Affordable Housing Policy, 2013 and amendments thereto from time to time and/or any breach by allottee being a beneficiary under Pradhan Mantri Aawas Yojna- Housing for All (PMAY).

(x) Any other acts, deeds or things which Allottee(s) may commit, omit or fail to perform in terms of the Allotment Letter, deed of license, any other undertaking, deed etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Promoter in this regards shall be final and binding on the Allottee(s).

In case of default the Promoter may cancel the allotment of the Unit/Apartment for Residential usage along with one two-wheeler parking space in favour of the Allottee and refund the money paid to him by the allottee by forfeiting / deducting the booking amount paid for the allotment plus taxes paid. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days (including publication of notice, if applicable) prior to such termination. It is clarified & agreed between the parties that the amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST (if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded or paid, would not be refunded by the Promoter and the Allottee agrees to file for refund claim from the Government. The Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

[In case the obligations as above are not complied with either by the allottee or the promoter, the authority may issue suitable directions.]¹

10. CONVEYANCE OF THE SAID UNIT/ APARTMENT/ PLOT:

The promoter, on receipt of total price of Unit/ Apartment for Residential/Commercial/ Industrial/IT Colony/any other usage alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/apartment/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 Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage.

¹ In ANNEXURE 'A', in serial number 9.3, in para (ii), at the end, above words added, vide Rule 26 (ii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

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

12. DEFECT LIABILITY:

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

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

[The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.]¹

It is made clear that in the event allottee(s) make changes voluntarily without permission of maintenance agency or association or the promoter which affects the structural or architectural changes from the original specification/ design of the building or makes any other material changes which causes disturbance to the peaceful habitation of other allottees then in that event the promoter shall not be liable.

13. RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage 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, as located within the Project, shall be earmarked for purposes such as 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 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 Allottees, maintenance agency/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/PLOT:

¹ In ANNEXURE 'A', in serial number 12, after the proviso, above words and signs added, vide Rule 26 (iii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

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

17. ADDITIONAL CONSTRUCTIONS:

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 said Apartment/Building and parking 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 Apartment/Building and parking for residential usage.

However, the Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement for Sale, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter, as the payment plan mentioned above on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 9.3 as stated above.

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 Haryana Apartment Ownership Act, 1983 and Rules made thereunder. The Promoter has assured Allottee(s) that it has made the compliance of all laws, rules and regulations of DGTCP or any other designated authority from time to time or/and shall make compliance of all/any other laws as are applicable to the said Apartment from time to time. The Promoter has shown compliance of various laws/regulations as applicable in the state of Haryana.

20. BINDING EFFECT:

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 this Agreement within thirty days from the date of receipt by the Allottee(s). Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act and the Allottee shall appear for registration of the Agreement to Sale before the concerned Sub-Registrar at Gurugram as and when intimated by the Promoter.

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/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within

60 (Sixty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) without any interest or compensation whatsoever after deducting the amount as per Policy.

21. ENTIRE AGREEMENT:

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

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):

Once an apartment is allotted, the same cannot be transferred by the Promoter to any other person by documentation in its records. Such Apartment shall also be prohibited for transfer/sale upto one year after getting the possession of the apartment to avoid speculation and to provide housing to the genuine persons.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment for Residential/Commercial and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment for Residential/ Commercial/ and parking (if applicable)in case of a transfer, as the said obligations go along with the Apartment for Residential/Commercial/ and parking (if applicable) for all intents and purposes subject to the conditions laid down by Haryana Affordable Housing Policy 2013 and amendments thereon.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT Colony/any other usage and parking (if applicable) bears to the total area/carpet area of all the Unit/Apartments/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 completed 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. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Gurugram (Haryana) and the expenses for the registration, stamp duty and other incidental expenses shall be borne by the Allottee. Hence this Agreement shall be deemed to have been executed at Gurugram (Haryana).

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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 unit/apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature _____
Name _____
Address _____
- (2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across
the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph
and sign
across
the
photograph

WITNESSES:

- 1. Signature _____
Name _____
Address _____
- 2. Signature _____
Name _____
Address _____

SCHEDULE 'A' -PLEASE INSERT DESCRIPTION OF THE PLOT/UNIT/APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ANY OTHER USAGE AND PARKING (IF APPLICABLE)

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

SCHEDULE 'C' -PAYMENT PLAN

SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT/UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE)

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]

Explanation. —

- (a) The promoter shall disclose the existing Agreement for Sale entered between Promoter 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 Promoter 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 promoter 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.