

## **GIST OF AGREEMENT TO SALE**

### **PROJECT- ATS TRIUMPH VILLAS**

- The Promoter agrees to sell a residential Villa with parking, and the Allottee agrees to buy it.
- Total Price includes booking amount, taxes, development charges, and amenities; price is mostly fixed.
- Final carpet area confirmation may adjust the price slightly, with refunds or extra charges as needed.
- Allottee gets exclusive ownership plus shared rights to common areas and can visit the site anytime.
- Payments must follow the agreed plan; delays attract interest as per HRERA Rules, 2017.
- All payments must follow the agreed Payment Plan and be made via approved banking methods.
- Allottees residing outside India must comply with FEMA, RBI, and other applicable laws for remittances.
- The Promoter is not liable for any non-compliance and will only issue receipts in the Allottee's name.
- Payments made by the Allottee may be adjusted by the Promoter against any outstanding dues.
- Timely completion and handover of the property is essential as per the registered project schedule.
- The Allottee accepts approved plans, specifications, and amenities as presented by the Promoter.
- The Promoter must develop the project per applicable laws and cannot alter approved plans without authority consent.
- Possession will be offered within the agreed timeline unless delayed by force majeure or legal/governmental issues.

- If the Allottee cancels without Promoter fault, booking amount and interest may be forfeited; balance refunded in 90 days.
- Promoter is liable for compensation in case of defective land title or delay in possession beyond agreed terms.
- The Promoter guarantees clear title, lawful possession, and all necessary approvals for the project and Row house.
- The Promoter affirms no encumbrances exist and commits to legal compliance and peaceful handover of possession.
- If the Promoter defaults (e.g., delays possession or loses registration), the Allottee may stop payments or terminate the agreement with refund and interest.
- If the Allottee defaults on payments, the Promoter may cancel the allotment, forfeit booking and interest, and refund the balance within 90 days.
- Both parties must follow due notice periods and prescribed interest rates as per applicable rules and regulations.
- The Promoter will execute the conveyance deed within 3–6 months of possession, subject to full payment and statutory dues by the Allottee.
- The Promoter shall maintain essential services until the association or authority takes over, with costs included in the total price.
- Any structural or service defects reported within 5 years must be rectified by the Promoter within 90 days, else compensation applies.
- Authorized personnel may access the Villa for maintenance with prior notice, and service areas are restricted to designated uses only.
- The Allottee must maintain the Villa responsibly, avoid unauthorized alterations or hazardous use, and comply with all usage and safety norms.
- The Allottee must not encroach upon or misuse common areas, and any violation may invite legal action.
- Both parties affirm compliance with applicable laws, and the Promoter cannot add structures beyond approved plans unless authorized.
- The Agreement becomes binding only upon signing, payment, and registration; delays may lead to cancellation or forfeiture.
- All terms apply equally to future Allottees, and any amendments require written consent from both parties.

- Waivers or unenforceable provisions do not affect the enforceability of the remaining Agreement terms.
- Payments shared among Allottees will be calculated proportionally based on the carpet area of each Villa.
- Both parties agree to take necessary actions to fulfill and formalize the terms of the Agreement.
- The Agreement is deemed executed at the Promoter's office or mutually agreed location upon signing and registration.
- Notices are valid if sent by registered post to the last known address; joint Allottees are notified via the first-named party.
- Disputes shall be resolved first through mutual discussion, then arbitration in New Delhi, under applicable laws and jurisdiction.