

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ the day of _____, 202_;

BY AND BETWEEN

DLF Utilities Limited (CIN.: _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 3rd Floor, DLF Shopping Mall, Arjun Marg, DLF City Phase-I, Gurugram-122002 (PAN: _____), represented by its Authorized Signatory _____ (Aadhar No.)

_____ authorized vide Board Resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

[If the Allottee(s) is a company]

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

[OR]

[If the Allottee(s) 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(s) is an Individual]

1) Mr. _____ (Aadhar No. _____) son/daughter/Wife 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,

(d) "Section" means a section of the Act.

WHEREAS:

A The Promoter is the absolute and lawful owner of plot bearing no. _____ measuring _____ sq. meters (_____ sq. Yards) (hereinafter referred to as the "Said Land") in DLF Gardencity, a residential plotted colony developed by coloniser in Sector 91/92, District Gurugram, Haryana vide deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar.

B The Said Land is earmarked for the purpose of constructing a building comprising of four independent floors, along with basement, stilt parking and common areas and facilities and the said project shall be known as ' _____ [PLOT NUMBER] Independent Floors at DLF Gardencity, Sector 91/92, Gurugram ' ("Project").

C The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed, have been complied with.

D The Promoter has obtained approval of the building plan dated _____ bearing memo no. _____ for the Project from the Department of Director Town and Country Planning, Haryana.

E The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable.

F The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____.

G The Allottee had applied for an independent floor in the Project vide Application No. _____ dated _____ and has been allotted the independent floor no. _____ having Carpet Area of _____ sq. mts. (_____ sq.ft), i.e., _____ sq. mts. (_____ sq.ft) on _____ floor and _____ sq. mts. (_____ sq.ft) in basement in the building to be constructed on the Said Land ("Building") along with stilt parking space no. _____ admeasuring _____ sq. mts. (_____ sq. ft.) and exclusive area admeasuring _____ sq. mts. (_____ sq.ft) in the basement as permissible under the applicable laws 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 "Said Independent Floor") more particularly described in Schedule A and the floor plan, stilt plan, basement plan, terrace plan of the Said Independent Floor is annexed hereto and marked as Schedule-B.

The Common Areas (including Terrace), is particularly described in Schedule-D.

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 of Haryana and related to the Project.

Total Price (in rupees)	
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Explanation

(i) The **Total Price** as mentioned above includes the **Booking Amount** paid by the **Allottee** to the **Promoter** towards the **Said Independent Floor** for residential usage along with parking. It is hereby clarified that the amount paid by the **Allottee** at the time of application forms part of the **Booking Amount**. It is further clarified that the **Booking Amount** is payable in more than one instalment for the convenience of the **Allottee** and the same shall be treated as earnest money for due performance of the obligations of the **Allottee** under this Agreement.

(ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Independent Floor** for residential usage along with parking to the allottee(s) after obtaining the necessary approvals from competent authority for the purposes of such possession.

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

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

(iii) The **Promoter** shall periodically intimate in writing to the **Allottee**, the amount payable as stated in (i) above and the **Allottee** shall make payment demanded by the **Promoter** within the time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Allottee** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.

(iv) The **Total Price** of **Said Independent Floor** for residential usage along with parking includes recovery of price of land, development and construction of not only the **Said Independent Floor** but also the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the independent floor, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors and windows, maintenance charges as per Para 11 etc. and includes cost of other facilities, amenities and specifications to be provided within the **Said Independent Floor** for residential usage alongwith parking in the **Project**.

1.3 The **Total Price** is escalation-free, save and except increases which the **Allottee** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Allottee** for increase in development charges / cost / charges / fees / levies, etc., imposed by the

- (i) The **Allottee** shall have exclusive ownership of the **Said Independent Floor** for residential usage along with pro-rata share in the **Said Land** and exclusive right to use parking.
- (ii) The **Allottee** shall also have rights in the **Common Areas**, as provided under Rule 2(1)(f) of Rules, 2017 of the State. The **Allottee** shall use the **Common Areas** along with other occupants 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 from the competent authority, 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 **Said Independent Floor** for residential usage.

1.9 The **Promoter** agrees to pay all outstanding payments before transferring the physical possession of the **Said Independent Floor** to the **Allottee**, which it has collected from the **Allottee**, 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** or any liability, mortgage loan and interest thereon before transferring the **Said Independent Floor** to the **Allottee**, 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 thereof by such authority or person.

1.10 The **Allottee** has paid a sum of _____ (Rupees _____ only) as **Booking Amount** being part payment towards the **Total Price** of the **Said Independent Floor** for residential usage along with parking 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 **Said Independent Floor** for residential usage along with parking 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 "DLF Utilities Limited" 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,

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 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 SAID INDEPENDENT FLOOR FOR RESIDENTIAL USAGE:

7.1 Schedule for possession of the Said Independent Floor

The **Promoter** agrees and understands that timely delivery of possession of the **Said Independent Floor** for residential use along with parking to the **Allottee** 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 offer to hand over possession of the **Said Independent Floor** for residential usage along with parking as per agreed terms and conditions by **[INSERT DATE]**, unless there is delay due to "*force majeure*", Court orders, Government policy/guidelines, decisions effecting the regular development of the **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 **Said Independent Floor** for residential usage.

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 Procedure for taking possession of Said Independent Floor:

The **Promoter**, upon obtaining the occupation certificate or part thereof of the **Building**, shall offer in writing the possession of **Said Independent Floor** within 3 (three) months, from the date of above approval, to the **Allottee** as per terms of the **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 a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** along with parking at the time of conveyance of the same. The **Allottee**, after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in **Schedule C**) as determined by the **Promoter**/association of allottees/competent authority, as the case may be.

to the Allottee, 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 Said Independent Floor for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Said Independent Floor for residential usage, which shall be paid by the Promoter to the Allottee within ninety (90) 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 Said Independent Floor for residential 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 Said Independent Floor for residential 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.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has the 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. The litigation in respect of the Said Land has been disclosed before the Haryana Real Estate Regulatory Authority at Gurugram, Haryana at the time of submitting the application for registration of the Project under the Act and Rules;
- (iv) All approvals, sanctions and permissions issued by the competent authorities with respect to the Project as well as for the Said Independent Floor for residential usage being sold to the Allottee 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 as well as for the Said Independent Floor for residential 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

- (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 Said Independent Floor, along with interest at the rate prescribed in the Rules within ninety (90) 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 offer of handing over of the possession of the Said Independent Floor for residential usage along with parking, which shall be paid by the Promoter to the Allottee within ninety (90) 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 payment of any instalment due as per the Payment Plan annexed hereto as Schedule C, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
- (ii) In case the default by Allottee under the condition listed above continues for a period beyond ninety (90) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Independent Floor for residential usage along with parking 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 (paid / payable by the Allottee 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's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety (90) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

10 CONVEYANCE OF THE SAID INDEPENDENT FLOOR:

3. (a) The **Promoter** shall procure fixtures, fittings, equipment, appliances, gadgets and/or services including but not limited to elevator, DG set, pumps etc. of standard makes and these shall be governed by their respective warranties provided by their manufactures/installers. The said warranties of the same shall be made available to the **Allottee/** association of allottees by the **Promoter**.

(b) The **Promoter** having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/installers and the **Promoter** shall have no liability in this regard.

In case any such structural defect or any other defect in workmanship, quality or provision of services by the **Promoter** at the **Project**, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the **Promoter** shall be entitled to such additional time period, provided an intimation thereof has been provided to the **Allottee /** the association of allottees / the maintenance agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The **Promoter / Allottee /** the association of allottees / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The **Allottee** hereby agrees to such additional time / extension of time.

13 RIGHT TO ENTER THE SAID INDEPENDENT FLOOR 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** agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the **Said Independent Floor** for residential 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 Basement, Stilt and Service Areas: The basement, stilt and service areas, if any, as located within the **Building** shall be earmarked for purposes such as parking spaces and services including but not limited to DG set rooms, electric room, underground water tanks, pump rooms, maintenance and service rooms etc. firefighting pumps and other permitted uses as per sanctioned plans. The **Promoter / Allottee** shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees, maintenance agencies/competent authority for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE SAID INDEPENDENT FLOOR:

- 15.1 Subject to Para 12 above, the **Allottee** shall, after taking possession, be solely responsible to maintain the **Said Independent Floor** for residential usage along with parking at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the

decisions of competent authority prevalent in the State. The **Promoter** hereby is showing the details of various compliance of above as applicable:

Details of approvals/ compliances:

(TABLE)

Further the Allottee, individually and collectively, undertakes to take all necessary steps to ensure compliance with any act which may become applicable to the Project in future, including but not limited to the Haryana Apartment Ownership Act, 1983, and to execute all necessary documentation to ensure compliance thereof.

20 BINDING EFFECT:

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

If the Allottee fails to execute and deliver to the **Promoter** this **Agreement** within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said **Agreement** and register the said **Agreement** before the Sub Registrar, as per intimation by the **Promoter**, then the **Promoter** shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the **Booking Amount** shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this **Agreement** executed, the Allottee does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit the **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 Independent Floor** for residential usage along with parking.

22 RIGHT TO AMEND:

This **Agreement** may only be amended through written consent of the Parties concerned in this **Agreement**.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the **Said Independent Floor**

duly executed by the Allottee and the Promoter or simultaneously with the execution, the Agreement shall be registered as per provisions of the relevant State Act at Gurugram. Hence this Agreement shall be deemed to have been executed at Gurugram.

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(s) _____

Allottee(s) Address. _____

Promoter Name: DLF Utilities Limited

Promoter Address: 3rd Floor, DLF Shopping Mall,

Arjun Marg, DLF City Phase I, Gurugram-122002

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 ALLOTTEE:

That in case there are joint Allottee, 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 Allottee.

31 SAVINGS:

Any application, letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Independent Floor, prior to the execution and registration of this Agreement for sale for the Said Independent Floor, 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

(to be completed by the Allottee)

2. Signature _____
Name _____
Address _____

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

(1) Signature (Authorised Signatory)
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

**Note: All factual details and blanks shall be filled at the time of finalization.*

SCHEDULE 'A' -	DESCRIPTION OF THE SAID INDEPENDENT FLOOR
SCHEDULE 'B' -	FLOOR/ SITE PLAN OF THE SAID INDEPENDENT FLOOR
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE SAID INDEPENDENT FLOOR
SCHEDULE 'E' -	SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT

adjudicating officer under the Act, the rules and regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

(3) Signature _____
 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____

for residential usage along with parking and the **Project** shall equally be applicable to and enforceable against and by any subsequent **Allottee** of the **Said Independent Floor** for residential usage along with parking in case of a transfer, as the said obligations go along with the **Said Independent Floor** for residential usage along with parking 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** in not making payments as per the **Payment Plan [Schedule-C]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **Allottee** 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 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 WHEREEVER 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 the **Project**, the same shall be in the proportion of the carpet area of the **Said Independent Floor** for residential usage and parking bears to the total carpet area for all the independent floors in the **Project**.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

The execution of this **Agreement** shall be complete only upon its execution by the **Promoter** through its authorized signatory at the **Promoter's Office**, or at some other place, which may be mutually agreed between the **Promoter** and the **Allottee**, in Gurugram after the **Agreement** is

Building, or the **Said Independent Floor** for residential usage along with parking or the staircases, lifts, common passages, corridors, circulation areas, which may be in violation of any laws or rules of any authority or change or alter or make additions to the **Said Independent Floor** for residential usage along with parking and keep the **Said Independent Floor** for residential usage along with 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/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 else in the **Project**, buildings therein or Common Areas. The **Allottee** 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 **Said Independent Floor** for residential usage along with parking or place any heavy material in the common passages or staircases of the **Building**. The **Promoter /Allottee/ Association** of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the 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 **Said Independent Floor** for residential usage along with parking, as the case may be.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of **Said Independent Floor** for residential usage along with parking, 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 have 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, it shall not mortgage or create a charge on the **Said Independent Floor** for residential usage along with 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** who has taken or agreed to take **Said Independent Floor** for residential usage along with parking.

19 APARTMENT OWNERSHIP ACT OF HARYANA, IF APPLICABLE

The **Promoter** has assured the **Allottee** that the **Project** in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations / bye laws, instructions/ guidelines and

The **Promoter**, on receipt of **Total Price** of the **Said Independent Floor** for residential usage along with parking, shall offer to execute a conveyance deed in favour of **Allottee** preferably within 3 (three) months but not later than 6 (six) months from possession.

Provided that, the **Said Independent Floor** is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Area 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 BUILDING/ SAID INDEPENDENT FLOOR / 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 maintenance has been included in the **Total Price** of the **Said Independent Floor** for Residential usage.

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 offer of 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,

1. (a) The above-mentioned liability of the **Promoter** shall be limited to structural defects only (quality and workmanship).
(b) The **Promoter** shall not be liable for any such structural/ architectural defect induced by the **Allottee**, by means of carrying out structural or architectural changes from the original specifications/ design or any misuse thereof;
2. It is further clarified that the **Promoter** shall not be liable for any defects caused due to normal wear and tear.

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 Independent Floor** for residential usage which will, in any manner, affect the rights of **Allottee** under this Agreement.
- (vii) The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the **Said Independent Floor** for residential usage to the **Allottee**, 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 **Said Independent Floor** for residential usage along with parking to the **Allottee**, 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 **Said Land** 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 **Said Land**.
- (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 **Project** to the competent authorities till the offer of possession of the **Said Independent Floor** has been issued, 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 Land**) has been received by or served upon the **Promoter** in respect of the **Said Land/ or Project**.

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 offer ready to move in possession of the **Said Independent Floor** for residential usage along with parking to the **Allottee** within the time period specified in Para 7.1 or 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 **Said Independent Floor** for residential 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 the competent authority.

7.3 Failure of Allottee to take Possession of Said Independent Floor:

Upon receiving a written intimation from the **Promoter** as per Para 7.2, the **Allottee** shall take possession of the **Said Independent Floor** for residential usage from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Independent Floor** for residential usage to the **Allottee** as per terms and conditions of the **Agreement**.

In case the **Allottee** fails to comply with 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/part occupation certificate of the **Building** in respect of the **Project** and handing over the physical possession of the **Said Independent Floor** along with parking to the **Allottee**, 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 90 (ninety) days of such cancellation.

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

The **Promoter** shall compensate the **Allottee** in case of any loss caused to him due to defective title of the **Said Land**, on which the **Project** is being developed or has been developed, in the manner as provided under the **Act** and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *force majeure*, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Independent Floor** for residential usage along with parking.

- (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

1934 and the Rules & 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 fulfil 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 & 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 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 Independent Floor** for residential usage along with parking applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the **Allottee** 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 **Said Independent Floor** for residential usage along with parking 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 **Said Independent Floor** for residential usage along with parking to the **Allottee** 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/sanctioned plans, / site plan / building plan, specifications, amenities and facilities, etc. depicted in the advertisement / brochure / agreement / website (as the case may be) regarding the **Project** where the **Said Independent Floor** for residential usage along with parking 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**.

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**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the authority, which shall include the extension of registration, if any, granted to the **Project** by the authority, as per the **Act**, the same shall not be charged from the **Allottee**.

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

1.5 The **Promoter** may allow, in its sole discretion, a rebate for early payments of instalments payable by the **Allottee** by discounting such early payments at the rate of interest equivalent to State Bank of India highest marginal cost of lending rate plus two percent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an **Allottee** by the **Promoter** unless agreed upon by the **Allottee**.

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 **Said Independent Floor** 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 issued by the competent authorities. Provided further 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 conform to the carpet area that has been allotted to the **Allottee** after the construction of the **Building / Said Independent Floor**, as the case may be, is complete and the occupation certificate / part occupation certificate, 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 amounts paid by the **Allottee** within 90 (Ninety) 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 5% of the carpet area of the **Said Independent Floor** 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 monitory adjustments shall be made at the same rate per sq. ft. 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 **Said Independent Floor** for residential usage along with parking as mentioned below:

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, rules, regulations, notifications etc., 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 hereby agrees to purchase the Said Independent Floor for residential usage along with parking as specified in Para G above.

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 and the Allottee hereby agrees to purchase the Said Independent Floor for residential usage along with parking as specified in Para G.

1.2 The Total Price for the built up Said Independent Floor for residential usage along with parking, based on the Carpet Area is Rs. _____/- (Rupees _____ only) ("Total Price"):

Plot No. _____	Rate of Said Independent Floor per square feet
Independent Floor No. _____	
Type _____	
Floor _____	
Parking Nos. _____	
<u>In Basement</u>	
Store No. _____	
Staff Room No. _____	
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Allottee. (This includes GST payable at rates as specified from time to time, which at present is 5%)	

executors, administrators, successors-in-interest and permitted assigns).

- 2) Mr./Ms. _____ (Aadhar No. _____) son / daughter /Wife 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).
- 3) Mr./Ms. _____ (Aadhar No. _____) son / daughter /Wife 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(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" (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(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) "Booking Amount" means 10% of the Total Price which shall also be the earnest money for the Said Independent Floor and has been more clearly set out in the Payment Plan, (Schedule-C);
- (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;