**AGREEMENT FOR SALE**

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

**By and Between**

Godrej Properties Limited (CIN No.[●]) (PAN [●])), a company subsisting under the provisions of the Companies Act, 2013, having its registered office at Godrej One, 5th floor, Pirojsha Nagar, Vikhroli East, Mumbai - 400079 and having its regional office at 3rd Floor, UM House, , Plot No. 35, Sector - 44, Gurgaon, Haryana, represented by its authorized signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Aadhar no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**Promoter/Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART;**

**AND**

Sterling Infrastructure LLP (earlier known as Sterling Infrastructure Private Limited) (LLPIN: [●]) (PAN – [●]), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its corporate office at 7th Floor, Plot No. 15, Sector-44, Gurgaon-122022, through its Constituted AttorneyGodrej Properties Limited. (by virtue of irrevocable irrevocable General Power of Attorney dated 2nd May 2014) acting through its authorized representative \_\_\_\_\_\_\_\_\_\_\_\_, duly authorized vide its resolution held on \_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “**SILLP**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

KJS Colonisers LLP (earlier known as Rizon Developers Private Limited), (LLPIN[●]) (PAN: [●]), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its corporate office at 7th Floor, Plot No. 15, Sector-44, Gurgaon-122022, through its Constituted Attorney Godrej Properties Limited. (by virtue of irrevocable irrevocable General Power of Attorney dated 2nd May 2014) acting through its authorized representative \_\_\_\_\_\_\_\_\_\_\_\_duly authorized vide its resolution held on \_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “**KJSLLP**” , which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

(SILLP and KJSLLP are hereinafter collectively referred to as "**Land Owners**", of the **SECOND PART;**

**AND**

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

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

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

*[OR]*

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

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

*[OR]*

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

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

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

The Promoter, Land Owners and Allottee(s) 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, —

1. “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. “Applicable Laws” mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement for Sale or thereafter
3. “Booking Amount” means 10% of the Total Price which shall also be the earnest money for the said Apartment and has been more clearly set out in the Payment Plan, (Schedule C);
4. “Common Area” shall mean as defined under Rule 2(1)(f) of Rules, 2017 of the State(d)
5. “Government” means the Government of the State of Haryana;
6. “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
7. “Section” means a section of the Act.

**WHEREAS:**

1. The Land Owners are the absolute owners of contiguous parcel of land ad-measuring 22 Kanal & 14 Marla i.e. 2.8375 acres (11482.96 Sq. mt.) situated in Village; Naurangpur, Sector 79, Tehsil; Manesar District Gurgaon, Haryana (“**Additional Lands**”) and more particularly described in **Schedule F-I** hereto.;
2. Out of such Additional Lands, SILLP and KJSLLP own the following lands / share;
3. SILLP is the absolute owner of lands measuring 22 Kanal 9 Marla i.e. 2.80625 acres (11356.49 Sq. mt.) (hereinafter referred to as the “**Lands-A**”); and
4. KJSLLP is the absolute owner of lands measuring 0 Kanal 5 Marla i.e. 0.03125 acre (126.46 Sq. mt.) (hereinafter referred to as the “**Lands-B**”).

The Land Owners have absolute ownership and clear title on their respective portions of the Additional Lands, free from any encumbrance, with absolute possessory rights and entitlements. The Land Owners are recorded as the owners and in possession of their respective portions out of the Additional Lands in all government records including the Record of Rights (Jamabandi & Khasra Girdawari).

1. By and under a Development Agreement dated 2nd May 2014 duly registered with the Sub-Registrar of Assurances, Manesar, Gurgaon as Document No. 280 dated 2nd May 2014, Land Owners have granted, transferred and assigned the development rights in respect of the Additional Lands in favour of Promoter for development and construction of the group housing colony over the Additional Lands.
2. Land Owners have further granted Promoter an irrevocable General Power of Attorney dated 2nd May 2014 duly registered with the Sub-Registrar of Assurances, Manesar, Gurgaon as document number 3 dated 2nd May 2014, to develop the a group housing colony on the Additional Lands; and *inter alia*, to execute and register agreements to sell, apartment/unit buyer’s agreements, sale / conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale / transfer of residential apartment/units / flats in favour of the prospective buyers, as may be required, on such terms, conditions, covenants, stipulations etc. as may deem fit and appropriate by the Promoter; to receive / recover sale consideration from the prospective buyers; handover possession of the developed residential apartment/ commercial units / flats to the prospective buyers along with the proportionate undivided interest in the Common Areas and facilities and limited common areas and facilities (if any) (as defined in Application Form) and generally to do all necessary acts, deeds or things required for completion of the group housing colony.
3. The Land Owners also the absolute owners of another contiguous parcel of land ad-measuring 116 Kanal & 15 Marla i.e. 14.59375 acres (59058.81 Sq. mt.) situated in Village Naurangpur, Sector 79, Tehsil Manesar, District Gurgaon, Haryana (“**Lands**”) and more particularly described in Schedule F-II hereto.
4. Out of the said Lands, SILLP and KJSLLP own the following lands / share;
5. SILLP is the absolute owner of lands measuring 107 Kanal 12.2188 Marla i.e. 13.451367 acres (54435.75 Sq. mt.) (hereinafter referred to as the “**Lands**-AA”); and
6. KJSLLP is the absolute owner of lands measuring 9 Kanal 2.7813 Marla i.e. 1.14238 acres (4623.05 Sq. mt.) (hereinafter referred to as the “**Lands-BB**”).

The Land Owners have absolute ownership and clear title on their respective portions of the Lands, free from any encumbrance, with absolute possessory rights and entitlements. No other person has any right, title or entitlement on the Lands in any manner. The Land Owners are recorded as the owners and in possession of their respective portions out of the Lands in all government records including the Record of Rights (Jamabandi & Khasra Girdawari).

1. By and under a Development Agreement dated 2nd May 2014 duly registered with the Sub-Registrar of Assurances, Manesar, Gurgaon as Document No. 281 dated 2nd May 2014, Land Owners have granted, transferred and assigned the development rights in respect of the Lands in favour of the Wonder City Buildcon Limited (earlier know as Wonder City Buildcon Private Limited) (“**WCBL**”) for development and construction of the group housing colony over the Lands.
2. Land Owners have further granted the WCBL an irrevocable General Power of Attorney dated 2nd May 2014 duly registered with the Sub-Registrar of Assurances, Manesar, Gurgaon as document number 4 dated 2nd May 2014, to develop group housing colony on the Lands; and *inter alia*, to execute and register agreements to sell, apartment buyer’s agreements, sale / conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale / transfer of residential apartment in the group housing in favour of the prospective buyers, as may be required, on such terms, conditions, covenants, stipulations etc. as may deem fit and appropriate by the WCBL; to receive / recover sale consideration from the prospective buyers; handover possession of the developed residential apartment/ commercial units / flats in the group housing colony to the prospective buyers along with the proportionate undivided interest in the Common Areas and facilities and limited common areas and facilities (if any) (as defined in the application form) in the group housing colony and generally to do all necessary acts, deeds or things required for completion of the group housing colony;
3. The total lands owned by the Land Owners is 17.43 acres (70536.70 Sq. mt.) (“**Total Lands**”), i.e., sum of area of the said Lands and the Additional Lands.
4. The Promoter has envisaged to develop and construct a group housing project on the said Additional Lands and WCBL has developed/shall be developing a group housing complex on the said Lands.
5. The Promoter shall develop the said Additional Lands and shall carry out the development of a group housing project i.e. Phase III in consonance with the Applicable Laws at the discretion of and in the manner the Promoter may deem fit.
6. The Promoter currently proposes to develop a group housing project/phase on the said Additional Lands in the name and style of “Godrej Aria & 101 (Vol-III)” which is a residential use development comprising of 2 residential tower and other amenities, facilities, services etc.(hereinafter referred to as “**Phase III**”). The Phase III shall be developed on part of the licensed land admeasuring 2.8375 acres, which is 11482.95 square meters, being part and parcel of the said Total Lands (“**Phase III Land**”).

;

1. 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 Phase III Land on which Phase III is to be constructed have been complied with;
2. The Director General, Town & Country Planning Haryana, Chandigarh has granted the license to develop a group housing colony *vide letter memo no. Endst no. LC-2435-JE(S)-2013/42416 dated* 10.06.2013 & LC-2435-JE(S)-2014/18723 dated 19.08.2014 bearing license no. 47 of 2013 dated 06.06.2013 (for the said Land) and additional llicense bearing no. 109 of 2014 dated 14.08.2014 (for the Additional Land), respectively. Further, Directorate of Town and Country Planning, Haryana has granted the permission for change in beneficial interest, i.e., joint development rights & marketing rights w.r.t. license no. 47 of 2013 to the WCBL for land admeasuring 14.59375 acres and with respect to license no. 109 of 2014 to Promoter. for land admeasuring 2.83 acres for development of group housing colony;
3. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Phase III as the case may be, from Director General, Town & 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/ any other laws of the State as applicable;
4. The Promoter has registered the Phase III under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on \_\_\_\_\_\_\_\_\_\_\_\_under registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Phase III-RERA Certificate**”).
5. Allottee(s) understands and are aware that WCBL has previously registered 12 residential towers, two community centers, two convenient shopping, 1 EWS tower and other amenities, facilities, services etc. developed on area admeasuring 13.60625 acre (55062.54 square meter) forming part of the said Lands under the provisions of the Real Estate Regulation Act, 2016 and RERA Registration Certificate has been granted by Haryana Real Estate Regulatory Authority vide certificate no. 61 of 2017, dated 17.08.2017 under the name of ‘Godrej Aria & 101 [Vol. I] (hereinafter referred to as “**Phase I**”).

It is further clarified that the said Phase I was developed in 2 segments i.e.

1. Godrej Aria comprising of 6 residential towers, community center and other amenities, facilities, services etc (“**Godrej** **Aria**”) and Occupation Certificate bearing memo. no. ZP-897/JD(RD)/2019/24715 dated 01.10.2019 has been granted by Director of Town and County Planning in respect thereof. The EWS tower for the Total Land has been developed and the occupancy certificate vide memo. no. ZP-897/JD(RD)/2019/24715 dated 01.10.2019 has been granted by Director of Town and County Planning
2. Godrej 101 comprising of 6 residential towers, 1 community center/building and 1 shopping plaza and other amenities, facilities, services etc. (“**Godrej 101- P1**”) and Occupation Certificate bearing memo. no. ZP-897/AD(RA)/2020/22483 dated 21-12-2020 has been granted by Director of Town and County Planning in respect thereof.
3. WCBL has also registered 1 (one) residential tower along with other amenities, facilities, services etc. to be developed on the Lands admeasuring 0.98747 acres (3996.15 square meters.) forming part of the said Land as well as the Total Lands under the provisions of the Real Estate Regulation Act, 2016 and RERA Registration Certificate has been granted by Haryana Real Estate Regulatory Authority vide certificate no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_under the name of ‘\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’ (hereinafter referred to as “**Phase II**”).
4. The Phase I (comprising Godrej Aria and Godrej 101 –P1 along with EWS), Phase II and Phase III developed/to be developed on the Total Lands collectively forms part of the larger group housing project “Godrej Aria & 101” (hereinafter referred to as **“Total Project”**). Godrej 101 P1, Phase II developed/to be developed by the WCBL shall for the purposes of this Agreement be referred as “**Project**”. Further the Allottee(s) is aware and understand that Project along with Phase III collectively forms part of entire Godrej 101 envisaged to be developed by Promoter and WCBL subject to the terms of respective development agreements (hereinafter referred as “**Entire Godrej 101”).**
5. The Allottee(s) had applied for residential apartment in the Phase III vide application no. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_\_\_\_\_\_\_ having carpet area of \_\_\_\_\_\_ Sq. metre (\_\_\_\_\_\_ square feet), on \_\_\_\_\_\_\_ floor in [tower/ block/ building] no.\_\_\_\_\_\_\_ (“**Building**”) along with [●] open and [●] covered car parking bearing number No.\_\_\_\_\_\_ (if applicable) admeasuring \_\_\_\_\_\_ Sq. metre (\_\_\_\_\_\_\_\_\_\_\_\_\_ square feet) in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Please insert the location of the said parking*], as permissible under the Applicable Laws and right in the Common Areas (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**);
6. The Allottee(s) hereby confirm that he/she/it/they are aware that Common Areas of Entire Godrej 101 will be the same irrespective of the phase/project in which such Common Areas are developed and shall be utilized by all residents/occupants of Entire Godrej 101. The components of Common Areas and facilities to be completed/completed with are set forth in **Schedule-[●]** hereto. Further, the Allottee(s) understands that out of the 101 activities as shown in the brochures/marketing collaterals of the Phase III; 93 activities has been developed along with Phase I and the balance shall be developed with the development/construction of Phase II and Phase III and details whereof are particularly described in **Schedule [●]** hereto. The Allottee(s) may avail these services on payment of requisite charges as may be decided by the Promoter/ WCBL/Association/maintenance agency, as the case may be.
7. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
8. 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 Phase III;
9. 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;
10. 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 Apartment for Residential use alongwith parking (if applicable) as specified in Para [●]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(s) and the Allottee(s) hereby agrees to purchase the Apartment for residential purpose alongwith parking (if applicable) as specified in Para [●] above.

1.2 The Total Price for the built up Apartment alongwith parking (if applicable) based on the carpet area is INR \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) (“**Total Price**”) (break up and description is provided herein below):

|  |  |
| --- | --- |
| Block/Building/Tower No. \_\_\_\_\_Apartment No. \_\_\_\_\_\_\_\_\_Type \_\_\_\_\_\_\_\_Floor \_\_\_\_\_\_\_\_Parking (if applicable) \_\_\_\_\_\_\_\_  | Rate of Apartment per square feetRate of Apartment per square feetA. Sales Consideration \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_B. Estimated Other Charges\_\_\_\_\_\_\_\_\_\_\_\_C. Government Taxes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(More specifically described in Annexure\_\_\_\_) |
| Total price (in rupees) | As mentioned in Annexure [●] |

**Explanation:**

(i) The Total Price as mentioned above includes the Booking Amount (being 10% of the Total Price) paid/payable by the Allottee(s) to the Promoter towards the Apartment alongwith parking (if applicable). It is hereby clarified that the amount paid by the Allottee(s) 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(s) and the same shall be treated as earnest money for due performance of the obligations of the Allottee(s) 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 Phase III ) paid/payable by the Promoter up to the date of handing over the possession of the Apartment alongwith parking (if applicable) to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

 Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) 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 Phase III as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase III by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

(iii) 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/fees/charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;

(iv) The Total Price of the Apartment alongwith parking (if applicable) includes recovery of price of land, development/construction of not only of the Apartment but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment alongwith parking (if applicable) in the Phase III.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall 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 Phase III as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase III by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.4 The Allottee(s) 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(s) by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the Allottee(s).

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 or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee(s) after the construction of the building/Apartment, 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 money paid by Allottee(s) within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment for residential usage alongwith parking (if applicable) as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment alongwith parking (if applicable);

(ii) The Allottee(s) shall also have a right to use 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 on Entire Godrej 101, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottee(s)/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 of the State;

(iii) The Allottee(s) has the right to visit the Phase III site to assess the extent of development of the Phase III and his Apartment.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Phase III). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s)or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Apartment, 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 The Allottee(s) has paid a sum of [●] (Rupees [●] only) as Booking Amount or part of Booking Amount being part payment towards the Total Price of the Apartment alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment 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(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

**2. MODE OF PAYMENT:**

 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] 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(s), 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

 The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment alongwith parking (if applicable), if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

 The Promoter shall abide by the time schedule for completing the Phase III as disclosed at the time of registration of the Phase III with the Authority and towards handing over the Apartment alongwith parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017. The promoter shall endeavour to get the occupation certificate for the said apartment on or before 30.06.2028 and completion certificate by on or before 30.08.2028 or as may be extended by the authority.

**6. CONSTRUCTION/ DEVELOPMENT OF THE** **PHASE III**

The Allottee(s) has seen the proposed layout plan/demarcation-cum-zoning/site plan/ building plan, specifications, amenities, facilities, etc. depicted in the website regarding the Phase III where the said Apartment alongwith parking (if applicable) is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. [which has been approved by the competent authority, as represented by the Promoter.

 The Promoter shall develop the Phase III 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 competent authority and 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 APARTMENT:**

7.1 **Schedule for possession of the said** Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment alongwith parking (if applicable) to the Allottee(s) and the Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement.

 The Promoter assures to offer to hand over possession of the Apartment alongwith parking (if applicable) as per agreed terms and conditions on or before 30.08.2028, unless there is delay due to *“force majeure”*, epidemic, pandemic and lock down, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Phase III is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

 The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Phase III due to *Force Majeure* and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), 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(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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**7.2 Procedure for taking possession of Apartment—**

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ alongwith parking (if applicable) shall offer in writing the possession of the Apartment , 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 copy (on demand) of occupation certificate or part thereof in respect of Group Housing 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 mentioned in Schedule C) as determined by the Promoter/association of allottee(s)/maintenance agency / competent authority, as the case may be.

 7.3 **Failure of Allottee(s) to take Possession of Apartment for Residential usage—**

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation (including but not limited to the Undertaking cum Indemnity Bond, Maintenance Agreement with Godrej Living Private Limited or any other agency as may be nominated/appointed by the Promoter, Conveyance Deed, Application Form for membership of the association of allottee(s), etc.) as may be prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of the Agreement.

In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 **Possession by the Allottee(s)—**

After obtaining the occupation certificate of the building blocks in respect of Group Housing colony and handing over the physical possession of the Apartment 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 allottee(s) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

 7.5 **Cancellation by Allottee(s) –**

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Phase III as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Phase III without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire Booking Amount paid for the allotment and interest component on delayed payment (payable by the Allottee(s) for breach of Agreement and non-payment of any dues payable to the Promoter). The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within ninety days of such cancellation.

 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(s) in case of any loss caused to him due to defective title of the land, on which the Phase III 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]](#footnote-1)

Except for occurrence of a “*force majeure*”, epidemic, pandemic and lock down Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Apartment 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 Allottee(s), in case the Allottee(s) wishes to withdraw from the Phase III, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that if the Allottee(s) does not intend to withdraw from the Phase III, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) 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 Apartment, with interest at the rate prescribed in the Rules in case the Allottee(s) wishes to withdraw from the Phase III.

(ii) in case Allottee(s) 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(s) does not intend to withdraw from the Phase III the authority shall order the Promoter to pay the Allottee(s) interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Apartment.

(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(s) as follows:

(i) The Landowners have absolute, clear and marketable title with respect to the said Phase III Land; and the Promoter has requisite rights to carry out development upon the said Phase III Land and absolute, actual, physical and legal possession of the said Phase III Land for the Phase III ;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase III;

(iii) There are no encumbrances upon the said Phase III Land or the Phase III;

 (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Phase III or phase(s), as the case may be, as well as for the Apartment 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 Phase III, as well as for the Apartment and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

(v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vi) Except the development agreement entered by the Promoter with the Landowners, 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 Phase III Land, including the Phase III and the said Apartment 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 Apartment 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 Apartment alongwith parking (if applicable) to the Allottee(s), Common Areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

(ix) The Phase III 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 Phase III 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 said Phase III to the competent Authorities till the offer of possession of Apartment 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 Phase III Land and/ or the Phase III.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the “*force majeure*”, epidemic, pandemic, lock down, 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 to provide ready to move in possession of the developed Apartment alongwith parking (if applicable) to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Phase III within the stipulated time disclosed at the time of registration of the Phase III with the Authority. For the purpose of this para, ‘ready to move in possession’ shall mean that the Apartment 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 its registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or

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

 Provided that where an Allottee(s) does not intend to withdraw from the Phase III 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 Apartment alongwith parking (if applicable), which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

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

(i) In case the Allottee(s) fails to make payments (in full) for any demand/instalment made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules from the due date of such demand/instalment

(ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment alongwith parking (if applicable) in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (paid and/or payable by the Allottee(s) for breach of Agreement and non-payment of any dues payable to the Promoter). The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

 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 APARTMENT:**

The Promoter, on receipt of total price of Apartment alongwith parking (if applicable), shall offer to execute a conveyance deed in favour of Allottee(s) preferably within three months but not later than six months from possession.

 Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

**11**. **MAINTENANC OF THE SAID BUILDING/ APARTMENT/ PROJECT/PHASE II:**

The Promoter shall be responsible to provide and maintain essential services in the Phase III till the taking over of the maintenance of the Phase III by the association of allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Phase III, as the case may be. The cost of such maintenance for three months has been included in the Total Price of the Apartment.

 The Allottee (s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the maintenance agency (Godrej Living Private Limited or any other agency as may be nominated/appointed by the Promoter) as appointed for maintenance and upkeep of the Phase III /association of allottee(s). Execution of the maintenance agreement and payment of the maintenance security shall be a condition precedent for handing over possession of Apartment by the Promoter and also for executing the conveyance deed of the Apartment.

 In case, the Allottee(s)/association of allottee(s) fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond its 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(s) from the date of offer of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

 Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/design or any misuse thereof; or any act, omission or negligence or non-compliance of any Applicable Laws.

The above-mentioned liability of the Promoter shall be limited to structural defects only (quality and workmanship). It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.

In case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Phase III, 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 as determined by the Promoter, provided an intimation thereof has been provided to the Allottee(s) / the association of allottee(s) / the maintenance agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Allottee(s) hereby agrees to such additional time / extension of time.

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

The Promoter/maintenance agency/association of allottee(s)/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottee(s) and/or maintenance agency/competent authority to enter into the Apartment after giving due notice and entering the said Apartment during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

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

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Godrej Aria & 101 (Vol. III), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee(s) formed by the Allottee(s), maintenance agencies/competent authority for rendering maintenance services.

 **15**. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PHASE III:**

15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment 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 Apartment alongwith parking (if applicable) and keep the Apartment 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(s)/Association of allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Phase III, buildings therein or Common Areas. The Allottee(s) 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(s)/Association of allottee(s) shall not store any hazardous or combustible goods in the Apartment and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottee(s)/association of allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. The Allottee(s)/Association of allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.

15.3 The Phase III shall always be known as “Godrej Aria & 101 (Vol. III)” and this name shall not be changed by anyone including the Allottee**(s)** or his lessees / occupant(s) / transferee(s) / assignee(s) /Association etc. However, the name of the Phase IIImay be changed at the sole discretion of the Promoter and the Allottee**(s)** shall not be entitled to raise any objection/hindrance on the same. It is further agreed by the Allottee**(s)** that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”). It is agreed and accepted by the Allottee**(s)** that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the colour combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Total Lands, the towers as well as the Association (which would be formed gradually), unless a different understanding is captured between GPL and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by GPL. The Allottee**(s)** further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL.

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

 The Parties are entering into this Agreement for the allotment of an Apartment alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications, licenses applicable in the State and related to the Phase III.

**17.** **ADDITIONAL CONSTRUCTIONS:**

 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase III 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 Apartment and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment and parking (if applicable).

**19.** **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee(s) that the Phase III in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

(A) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(B) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(C) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(D) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(E) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**20. BINDING EFFECT:**

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

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

**22.** **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and parking (if applicable) and the Phase III shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and parking (if applicable) in case of a transfer, as the said obligations go along with the Apartment and parking (if applicable) for all intents and purposes.

**24.** **WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**25.** **SEVERABILITY:**

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

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

 Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Phase III, the same shall be the proportion which the area/carpet area of the Apartment and parking (if applicable) bears to the total area/carpet area of all the Apartments in the Total Project.

 **27.** **FURTHER ASSURANCES:**

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

 **28.** **PLACE OF EXECUTION:**

 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Gurugram after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

**29.** **NOTICES:**

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Allottee(s)

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

To the Promoter and Landowners

Wonder City Buildcon Limited,
 3rd Floor, UM House Tower A, Plot No. 35,
 Sector - 44, Gurugram, Haryana – 122002

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

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

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

 **31.** **SAVINGS:**

 Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

 **32.** **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws prevalent in the State for the time being in force and the courts in Gurugram, Haryana will have the jurisdiction for this Agreement.

**33.** **DISPUTE RESOLUTION:**

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

**34. STAMP DUTY:**

The applicable stamp duty, registration charges (including any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of applicable law), legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and conveyance/ sale deed shall be borne and paid by the Allottee(s).

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram in the presence of attesting witness, signing as such on the day first above written.

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

Allottee(s): (including joint buyers)

(1) Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Landowners:

(1) Signature (Authorised Signatory) \_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**WITNESSES:**

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

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE ‘A’ –**

DESCRIPTION OF THE APARTMENT AND PARKING (IF APPLICABLE)

*(To be added as per the unit allotted)*

**SCHEDULE ‘B’ –**

FLOOR/SITE PLAN OF THE APARTMENT

*(To be added as per the unit allotted)*

**SCHEDULE ‘C’ –**

PAYMENT PLAN AND COST SHEET

*(To be added as per the unit allotted)*

**SCHEDULE ‘D’ –**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

*(To be added as per the unit allotted)*

**SCHEDULE ‘E’ –**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PHASE III)

*(To be added as per the unit allotted)*

**SCHEDULE F –**

DESCRIPTION OF THE ADDITIONAL LAND AND LANDS

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

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 Phase III 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 [↑](#footnote-ref-1)