

AGREEMENT FOR SALE

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

BY AND BETWEEN

DLF Home Developers Limited (CIN: _____), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, , having its registered office at 3rd Floor, DLF Shopping Mall, Arjun Marg, DLF City Phase I, Gurugram 122002, Haryana and corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

Mr. Ajay Khurana, Mr. Anuj Khurana, Mr. Reminder Singh Gujral and Mr. Hardev Singh, hereinafter collectively referred to as the “**Owners**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns), acting through its Power of Attorney holder DLF Home Developers Limited vide Power of Attorney dated 24th Feb, 2021 bearing registration no. _____ registered before the Sub Registrar through the authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ ;

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____)

_____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

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

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

DEFINITIONS:

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

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “**Booking Amount**” means 10% of the Total Price which shall also be the earnest money for the Said Commercial Plot and has been more clearly set out in the Payment Plan (**Schedule-C**);
- (c) “**Government**” means the Government of the State of Haryana;
- (d) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (e) “**Section**” means a section of the Act.

WHEREAS:

- A. The Promoter and the Owners are the absolute and law full owners of land admeasuring 64 Kanal 06 Marla 03 Sirsai , i.e. 32535.106 square meters (8.0396 acres) situated at Village Sihi in Tehsil & District Gurugram (“**Said Land**”) as detailed in ‘**Schedule F**’ *vide* sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a Collaboration Agreement dated 16.05.2008 and Supplementary Agreement dated 24.02.2021 registered as document no. 988 and 6469 at the office of the Sub-Registrar;
- B. The Said Land is earmarked for the purpose of plotted development of a commercial project, comprising of Shop-Cum- Office Plots and the said project shall be known as ‘**Gardencity Central**’ (“**Project**”) situated at Sector 84, Tehsil and District Gurugram, Haryana;

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Director, Town and Country Planning, Haryana, Chandigarh has granted the approval/sanction to develop the Project *vide* approval dated 08.10.2021 bearing license No. 80 of 2021;
- E. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan or any requisite approval for the Project as the case may be, from the Director, Town and Country Planning, Haryana, Chandigarh. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ 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 _____ on _____ under registration No. _____;
- G. The Allottee had applied for a commercial plot in the Project *vide* application No. _____ dated _____ and has been allotted commercial plot No. _____ having area of _____ square meters (____sq. yards) and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975) (hereinafter referred to as the “**Said Commercial Plot**” more particularly described in **Schedule A**);
- 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 Promoter has applied before the competent authority seeking permission for transfer of title of land parcels as owned by the Owners, forming part of the Said Land, from the Owners in its favour;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Commercial Plot as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Commercial Plot as specified in Para G.

The Total Price of Said Commercial Plot for commercial usage based on the area as per approved demarcation/zoning plan (whichever is applicable) is ` _____ (Rupees _____ only) (“**Total Price**”):

<p>Said Commercial Plot No. _____ Block No. _____ Area of the Plot (in square meter) _____</p> <p>Plot Price: (in Rupee)</p>	<p>Rate of Said Commercial Plot per square meter</p>
<p>Total Price (in Rupees)</p>	<p>_____</p>

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Commercial Plot for commercial usage. 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 may be 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 of the Project(s)) paid/payable by the Promoter up to the date of offer of handing over the possession of the Said Commercial Plot for commercial usage 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 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 said 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/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 Said Commercial Plot for commercial usage includes recovery of price of land, development of not only of the Said Commercial Plot 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 Said Commercial Plot water line and plumbing, fire detection and firefighting equipment (if applicable) 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 Said Commercial Plot for commercial usage 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 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 said 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 @ **NIL%** 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 plans and specifications 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 Commercial Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.7 The Promoter shall confirm the area of a Said Commercial Plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee after the development of the plotted area along with essential services (as mandated by Rules and Regulation of competent authority) is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the Said Commercial Plot, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter 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 Commercial Plot only for commercial usage as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Said Commercial Plot for commercial usage;
 - (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, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees/competent authorities/maintenance agency after duly obtaining the part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Said Commercial Plot for commercial usage.
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Commercial Plot 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 Commercial Plot 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 therefor by such authority or person.
- 1.10 The Allottee has paid a sum of INR _____ (Rupees _____ only) as Booking Amount being part payment towards the Total Price of the Said Commercial Plot for commercial usage ; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Commercial Plot for commercial usage 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 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 Home Developers Limited**' payable at _____.

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

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Commercial Plot for commercial usage 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 Commercial Plot for commercial usage if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Commercial Plot for commercial usage to the Allottee and the common areas to the association of allottees/maintenance agency or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. DEVELOPMENT OF THE PROJECT

The Allottee has seen the proposed layout plan/demarcation-cum-zoning/site plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the Project where the Said Commercial Plot for commercial usage is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, 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 State of Haryana 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 COMMERCIAL PLOT FOR COMMERCIAL USAGE :

- 7.1 Schedule for possession of the Said Commercial Plot for commercial usage -** The Promoter agrees and understands that timely delivery of possession of the Said Commercial Plot for commercial usage to the Allottee and the common areas to the association of allottees or the competent authority, or the maintenance agency 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 Commercial Plot for commercial usage as per agreed terms and conditions by _____ (**INSERT DATE**) unless there is delay due to "*force majeure*", pandemic/epidemic, Court orders, Government policy/guidelines, decisions affecting 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 Commercial Plot for commercial 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 the allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety days. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2(A) Procedure for taking possession of the Said Commercial Plot—

The Promoter, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the Promoter, duly certifying part completion certificate, as the case may be, in respect of Project shall offer in writing the possession of the Said Commercial Plot within three months from the date of above, to the Allottee as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/provision of services by the Promoter/part completion certificate in respect of Project at the time of conveyance of the same. The Allottee, after taking possession, agrees to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority/maintenance agency, as the case may be.

7.3 Failure of Allottee to take possession of the Said Commercial Plot for commercial usage—

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Said Commercial Plot for commercial usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Commercial Plot for commercial usage to the Allottee as per terms and condition of the Agreement.

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

7.4 Possession by the Allottee—

After obtaining the completion / part completion certificate of the Project or approved Zoning-cum-Demarcation Plan and provision of the services by the Promoter, duly certifying/part completion, in respect of the Project, as the case may be and handing over the physical possession of the Said Commercial Plot for commercial usage 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/maintenance agency or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee –

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

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

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*”, pandemic, epidemic, Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Said Commercial Plot for commercial usage.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Commercial Plot for commercial 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 Commercial Plot for commercial usage, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

In case obligation is not complied with by the Promoter

- (i) the authority shall order to return the total amount received by the Promoter in respect of the Said Commercial Plot for commercial 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 Commercial Plot for commercial 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 of Rules.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter and the Owners have absolute, clear and marketable title with respect to the Said Land; the Promoter has the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as well as for the Said Commercial Plot for commercial usage being sold to the allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project as well as for the Said Commercial Plot for commercial usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Said Commercial Plot for commercial usage which will, in any manner, affect the rights of allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Commercial Plot for commercial usage to the allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Commercial Plot for usage 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 Said Commercial Plot 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 and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the “*force majeure*”, pandemic/epidemic, 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 possession of the developed Said Commercial Plot for commercial usage to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

For the purposes of developed plot, it shall mean the Said Commercial Plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the Promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

- (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 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 Commercial Plot, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the offer of handing over of the possession of the Said Commercial Plot for commercial usage, which shall be paid by the Promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments of any instalment due as per the Payment Plan annexed here 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 of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Commercial Plot for commercial usage in favour of the Allottee and refund the money paid to him by the Allottee by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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 COMMERCIAL PLOT:

The Promoter on receipt of Total Price of the Said Commercial Plot as per 1.2, shall offer to execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Said Commercial Plot for which possession is granted to the allottee.

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

11. MAINTENANCE OF THE SAID 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 maintenance agency or competent authority, as the case may be, upon the issuance of the part completion certificate/completion certificate of the Project, as the case may be. The cost of such maintenance limited to the above or for a period of one year from the date of Completion / part Completion Certificate, has been included in the Total Price of the Said Commercial Plot for commercial usage.

The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Said Commercial Plot by the Promoter and also for executing the conveyance deed of the Said Commercial Plot.

In case, the Allottee/association of allottees/maintenance agency 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 his scope.

12. DEFECT LIABILITY:

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

In case any such defect in 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.

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

13. RIGHT TO ENTER THE SAID COMMERCIAL PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas 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 Commercial Plot for commercial usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as 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 shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID COMMERCIAL PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Commercial Plot for commercial usage at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Commercial Plot for commercial usage, or the circulation areas 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 Said Commercial Plot for commercial usage and keep the Said Commercial Plot for commercial usage, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and proper condition and ensure that the same 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 Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall strictly follow all drawings and approvals as approved by the Government Authority. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Said Commercial Plot for commercial usage or place any heavy material in the common passages. The Promoter/allottees/association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access.

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

The Parties are entering into this Agreement for the allotment of a Said Commercial Plot for commercial usage 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 layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by competent authority

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Commercial Plot for commercial usage 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 such Said Commercial Plot for commercial usage.

19. APPLICABLE ACTS/RULES OF THE RELEVANT STATE:

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

decisions of competent authority prevalent in the State. 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 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 to execute and register the 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 and register the said Agreement before the Sub-Registrar, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty 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 Commercial Plot for commercial usage.

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 Said Commercial Plot for commercial usage and the Project shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Said Commercial Plot for commercial usage in case of a transfer, as the said obligations go along with the Said Commercial Plot for commercial usage 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 Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the area of the Said Commercial Plot for commercial usage bears to the total area of all the commercial plots in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be 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 _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at 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 and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

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

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Commercial Plot prior to the execution and registration of this Agreement for Sale for such Said Commercial Plot 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 adjudicating officer under the Act, the rules and regulations made thereunder.

34. The Allottee agrees, undertakes and confirms that the Said Commercial Plot allotted to the Allottee shall be used and developed for commercial purpose only and not for any other purpose whatsoever. The Allottee agrees that the Allottee shall construct on the Said Commercial Plot in accordance with the design, plans, and specifications being in compliance of the applicable law including but not limited to the building plans and architectural control drawings/site plans approved by the competent authorities/Promoter within 3 years from the date of offer of possession. In case the Allottee fails to complete the construction and obtain a certificate for occupation and use from the competent authority within the stipulated period, then the Promoter at their sole discretion may accede to the request of the Allottee to extend the construction period but only upon the Allottee paying a late construction penalty to the Promoter calculated at the rate as prescribed by HSVP (Earlier known as HUDA) on the plot area of the Said Commercial Plot per month for the entire period of delay.

35. The Allottee agrees and acknowledges that in the controlled drawings, zoning plan and building plan as may be approved by the competent authorities there would be restrictions including but not limited to, elevation of the building, on the number of floors to be constructed by the Allottee on the Said Commercial Plot and other norms imposed by the competent authority (ies). The construction by the Allottee shall not exceed the number of floors and shall not violate any other norm as may be stipulated in the zoning plan/building plan. The Allottee specifically agrees that the Said Commercial Plot shall not be partitioned / sub-divided / fragmented / remodelled /

additionally constructed in any manner to create more units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authority(ies). Further, the Allottee specifically undertakes to strictly abide by all norms and conditions of the site plan/ zoning plan / demarcation plan /controlled drawings/ building plan, notifications, rules, bye-laws and/or any other approvals granted by the competent authority(ies) or any direction of Promoter in respect of the Said Commercial Plot, as may be applicable from time to time. The approval of the building plan(s), occupation certificate shall be the responsibility of the Allottee and the cost of the same shall be borne by the Allottee alone.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

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

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 _____

SCHEDULE 'A' - SAID COMMERCIAL PLOT FOR COMMERCIAL USAGE

SCHEDULE 'B' - SITE PLAN OF THE SAID COMMERCIAL PLOT

SCHEDULE 'C' -PAYMENT PLAN

SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMMERCIAL PLOT FOR COMMERCIAL USAGE)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'F'- DETAILS OF THE SAID LAND