

AGREEMENT FOR SALE

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

BY AND BETWEEN

M/s DLF Residential Partners Limited (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2nd floor, Gateway Tower, R Block, DLF City Phase III, Gurugram 122002, Haryana (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

M/s _____ (CIN No. _____), a company registered under the provisions of the Companies Act, 1956, having its registered office at _____, through its Authorized Signatories, Mr. _____, duly authorised vide resolution dated _____, (hereinafter referred to as the "**Owner**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

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

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

[OR]

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

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

[OR]

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

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

[OR]

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

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

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

The **Promoter** and **Allottee(s)** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Government”** means the Government of the State of Haryana;
- (c) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) **“Section”** means a section of the Act.

WHEREAS:

- A** The _____ (**“Owner”**) is the absolute and lawful owner of plot bearing no. ____ measuring _____ sq. meters (_____ sq. Yards) (hereinafter referred to as the **Said Land**) in DLF Gardencity, a residential plotted colony developed by coloniser in Sector 91/92, District Gurugram, Haryana *vide* deed(s) dated _____ registered as documents no. _____ at the _____ office of the Sub-Registrar.
The **Owner** and the **Promoter** have entered into a development agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar.
- B** The Said Land is earmarked for the purpose of constructing a building comprising of four independent floors, along with basement, stilt parking and common areas and facilities and the said project shall be known as ‘ _____ [plot number] Independent Floors at DLF Gardencity, Sector 91/92, Gurugram’ (**“Project”**).
- C** The **Promoter** is fully competent to enter into this **Agreement** and all the legal formalities with respect to the right, title and interest of the **Promoter** regarding the Said Land on which the Project is to be constructed, have been complied with.
- D** The Promoter has obtained approval of the building plan dated ____ bearing memo no. _____ for the Project from the Department of Director Town and Country Planning, Haryana.
- E** The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable.
- F** The **Promoter** has registered the **Project** under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____ .
- G** The **Allottee** had applied for an independent floor in the Project *vide* application no _____ dated _____ and has been allotted the independent floor no _____, having **Carpet Area** of _____ sq.ft, i.e, _____ sq. ft on _____ floor and area measuring _____ sq. ft in basement in the building to be constructed on the Said Land (**Building**) along with stilt parking space no. _____ admeasuring _____ square feet and exclusive area measuring _____ sq. ft. in the basement as permissible under the applicable laws and right in the common areas (**“Common Areas ”**) as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the **“Said Independent Floor ”**) more particularly described in **Schedule A** and the floor plan, stilt plan, basement plan, terrace plan of the **Said Independent Floor** is annexed hereto and marked as **Schedule-B**].

The Common Areas (including Terrace and basement, if provided), is particularly described in **Schedule-D**.

- H** The **Parties** have gone through all the terms and conditions of this **Agreement** and understood the mutual rights and obligations detailed herein.
- I** The Parties represent that they are constructing independent floors (including the Said Independent Floor) on the Said Land in pursuance of RERA Registration No. _____ which forms part of the said residential colony i.e., DLF Gardencity.
- This Agreement is confined to the Said Land admeasuring _____ sq. mtrs.(_____ sq. yds.) forming part of the said residential colony.
- 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 of Haryana 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, rules, regulations, notifications etc., 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 Independent Floor** for residential usage along with parking as specified in Para G above.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the **Said Independent Floor** for Residential usage along with parking as specified in Para G.
- 1.2 The Total Price for the built up **Said Independent Floor for residential usage** along with parking, based on the **Carpet Area is Rs. _____/- (Rupees _____ only) ("Total Price"):**

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

Explanation

- (i) The **Total Price** as mentioned above includes the booking amount paid by the **Allottee** to the **Promoter** towards the **Said Independent Floor** for residential usage along with parking.
- (ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the Project(s) paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Independent Floor** for residential usage along with parking to the allottee(s) after obtaining the necessary approvals from competent authority for the purposes of such possession.
- Provided that, in case there is any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the **Allottee** to the **Promoter** shall be increased / decreased based on such change/ modification.
- Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the 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/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.
- (iv) The **Total Price of Said Independent Floor** for residential usage along with parking includes recovery of price of land, development and construction of not only the Said Independent Floor but also the Common Areas ,internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the independent floor, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors and windows, maintenance charges as per para 11 etc. and includes cost of other facilities, amenities and specifications to be provided within **Said Independent Floor** for residential usage alongwith parking in the **Project**.
- 1.3 The **Total Price** is escalation-free, save and except increases which the **Allottee** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The

Promoter undertakes and agrees that while raising a demand on the **Allottee** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Allottee**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the **Act**, the same shall not be charged from the **Allottee**.

- 1.4 The **Allottee(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** by discounting such early payments at the rate of interest equivalent to State Bank of India highest marginal cost of lending rate plus two percent for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an **Allottee** by the **Promoter** unless agreed upon by the **Allottee**.
- 1.6 It is agreed that the **Promoter** shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-D** and **Schedule-E**, (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the **Said Independent Floor** without the previous written consent of the **Allottee** as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions/ guidelines issued by the competent authorities. Provided further that the **Promoter** may make such minor additions or alterations as may be required by the **Allottee**, or such minor changes or alterations as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions / guidelines of the competent authorities.
- 1.7 The **Promoter** shall confirm to the **carpet area** that has been allotted to the **Allottee** after the construction of the **Building / Said Independent Floor**, as the case may be, is complete and the occupation certificate / part occupation certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The **Total Price** payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is reduction in the carpet area, then the **Promoter** shall refund the excess amounts paid by the **Allottee** within 90 (Ninety) days with annual interest at the rate prescribed in the **Rules**, from the date when such an excess amount was paid by the **Allottee**. If there is any increase in the carpet area, which is not more than 5% of the carpet area of the **Said Independent Floor** allotted to the Allottee, the **Promoter** may demand that from the **Allottee** as per the next milestone of the **Payment Plan** as provided in **Schedule C**.

All these monitory adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

- 1.8 Subject to Para 9.3 the **Promoter** agrees and acknowledges, the **Allottee** shall have the right to the **Said Independent Floor** for residential usage along with parking as mentioned below:
 - (i) The **Allottee** shall have exclusive ownership of the **Said Independent Floor** for residential usage along exclusive right to use parking.

- (ii) The **Allottee(s)** shall also have rights in the **Common Areas**, as provided under Rule 2(1)(f) of Rules, 2017 of the State. The **allottee(s)** shall use the **Common Areas** along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the **common areas** to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The **Allottee** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Independent Floor** for Residential usage.

1.9 The **Promoter** agrees to pay all outstanding payments before transferring the physical possession of the **Said Independent Floor** to the **Allottee**, which it has collected from the **Allottee**, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies/ etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the **Project**. If the **Promoter** fails to pay all or any of the outstanding(s) collected by it from the **Allottee** or any liability, mortgage loan and interest thereon before transferring the **Said Independent Floor** to the **Allottee**, the **Promoter** agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.10 The **Allottee** has paid a sum of _____ (Rupees _____ only) as booking amount being part payment towards the **Total Price** of the **Said Independent Floor** for residential usage along with parking at the time of application, the receipt of which the **Promoter** hereby acknowledges and the **Allottee** hereby agrees to pay the remaining price of the **Said Independent Floor** for residential usage along with parking as prescribed in the **Payment Plan [Schedule -C]** as may be demanded by the Promoter within the time and in the manner specified therein.

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

2 **MODE OF PAYMENT:**

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

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

3.1 The **Allottee**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the **Promoter** with such permission, approvals which would enable the **Promoter** to fulfil its obligations under this **Agreement**. Any refund, transfer of security, if provided in terms of the **Agreement** shall be made in accordance with the provisions of Foreign

Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules & Regulations of the Reserve Bank of India or any other applicable law. The **Allottee** understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The **Promoter** accepts no responsibility in regard to matters specified in Para 3.1 above. The **Allottee** shall keep the **Promoter** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **Allottee** subsequent to the signing of this **Agreement**, it shall be the sole responsibility of the **Allottee** to intimate the same in writing to the **Promoter** immediately and comply with necessary formalities, as specified and under the applicable laws. The **Promoter** shall not be responsible towards any third party making payment/ remittances on behalf of any **Allottee** and such third party shall not have any right in the application/ allotment of the **Said Independent Floor** for residential usage along with parking applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the **Allottee** only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The **Allottee** authorizes the **Promoter** to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the **Allottee** against the **Said Independent Floor** for residential usage along with parking in his/her name and the **Allottee** undertakes not to object/demand/direct the **Promoter** to adjust his payments in any manner.

5 TIME IS ESSENCE:

The **Promoter** shall abide by the time schedule for completing the **Project** as disclosed at the time of registration of the **Project** with the Authority and towards handing over the **Said Independent Floor** for residential usage along with parking to the **Allottee** and the **Common Areas** to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The **Allottee** has seen the proposed layout plan/demarcation-cum-zoning/sanctioned plans, / site plan / building plan, specifications, amenities and facilities, etc. depicted in the advertisement / brochure / agreement / website (as the case may be) regarding the **Project** where the **Said Independent Floor** for residential usage along with parking is located and has accepted the floor / site plan, **Payment Plan** and the specifications, amenities, facilities, etc. [annexed along with this **Agreement**] which has been approved by the competent authority, as represented by the **Promoter**.

The **Promoter** shall develop the **Project** in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this **Agreement**, the **Promoter** undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the provisions and norms prescribed by the relevant State laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the **Act and Rules** made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the **Promoter** shall constitute a material breach of the **Agreement**.

7 POSSESSION OF THE SAID INDEPENDENT FLOOR FOR RESIDENTIAL USAGE:

7.1 **Schedule for possession of the Said Independent Floor**

The **Promoter** agrees and understands that timely delivery of possession of the **Said Independent Floor** for residential use along with parking to the **Allottee** and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of **Rules**, 2017, is the essence of the **Agreement**.

The **Promoter** assures to hand over possession of the **Said Independent Floor** for residential usage along with parking as per agreed terms and conditions by _____ [date], unless there is delay due to "*force majeure*", Court orders, Government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Allottee** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Independent Floor** for residential usage.

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

7.2 **Procedure for taking possession of Said Independent Floor:**

The **Promoter**, upon obtaining the occupation certificate or part thereof of **Building** with parking , shall offer in writing the possession of **Said Independent Floor** within 3 (three) months, from the date of above approval, to the **Allottee** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Allottee** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** along with parking at the time of conveyance of the same. The **Allottee**, after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in Schedule C) as determined by the **Promoter**/association of allottees/competent authority, as the case may be.

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

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

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

7.4 **Possession by the Allottee:**

After obtaining the occupation certificate/part occupation certificate of the **Building** in respect of the **Project** and handing over the physical possession of the **Said Independent Floor** alongwith parking to the **Allottee**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and **Common Areas** to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 **Cancellation by Allottee:**

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

Provided that where the **Allottee** proposes to cancel/withdraw from the **Project** without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the **booking amount** paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**. The rate of interest payable by the **Allottee** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent . The balance amount of money paid by the **Allottee** shall be returned by the **Promoter** to the **Allottee** within 90 (ninety) days of such cancellation.

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

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

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

- (i) in accordance with the terms of this **Agreement**, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the **Act**; or for any other reason; the **Promoter** shall be liable, on demand to the **Allottee**, in case the **Allottee** wishes to withdraw from the **Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the **Rules** including compensation in the manner as provided under the **Act** within ninety days of it becoming due.

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

In case obligation is not complied with by the **Promoter**

- (i) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the **Rules** in case the **Allottee** wishes to withdraw from the **Project**.

- (ii) in case **Allottee** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the **Allottee** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Allottee** interest at the rate prescribed in the **Rules** for every month of delay till the offer of the possession of the **Said Independent Floor** for residential usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

Further, the **Promoter** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the **Project** as well as for the **Said Independent Floor** for residential usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) The **Promoter** has the right to enter into this **Agreement** and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **Allottee** created herein, may prejudicially be affected.
- (vi) The **Promoter** has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the **Said Land**, including the **Project** and the **Said Independent Floor** for residential usage which will, in any manner, affect the rights of **Allottee** under this **Agreement**.
- (vii) The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the **Said Independent Floor** for residential usage to the **Allottee**, in the manner contemplated in this **Agreement**.
- (viii) At the time of execution of the conveyance deed, the **Promoter** shall handover lawful, vacant, peaceful, physical possession of the **Said Independent Floor** for residential usage along with parking to the **Allottee**, Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The **Said Land** is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the **Said Land**.

- (x) The **Promoter** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the **Project** to the competent authorities till the offer of possession of the **Said Independent Floor** has been issued, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017.
- (xi) No notice from the **Government** or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the **Said Land**) has been received by or served upon the **Promoter** in respect of the said Land/ or **Project**.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) **Promoter** fails to provide ready to move in possession of the **Said Independent Floor** for residential usage along with parking to the **Allottee** within the time period specified in Para 7.1 or the stipulated time disclosed at the time of registration of the **Project** with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the **Said Independent Floor** for residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or part thereof has been issued by the competent authority.
- (ii) Discontinuance of the **Promoter's** business as a developer on account of suspension or revocation of his registration under the provisions of the **Act** or the rules or regulations made thereunder.

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

- (i) Stop making further payments to **Promoter** as demanded by the **Promoter**. If the **Allottee** stops making payments, the **Promoter** shall correct the situation by completing the construction / development milestones and only thereafter, the **Allottee** be required to make the next payment, without any interest, for the period of such delay; or
- (ii) The **Allottee** shall have the option of terminating the **Agreement** in which case the **Promoter** shall be liable to refund the entire money paid by the **Allottee** under any head whatsoever towards the purchase of the **Said Independent Floor**, along with interest at the rate prescribed in the Rules within ninety (90) days of receiving the termination notice:

Provided that where an **Allottee(s)** does not intend to withdraw from the **Project** or terminate the **Agreement**, he shall be paid, by the **Promoter**, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the **Said Independent Floor** for residential usage along with parking, which shall be paid by the **Promoter** to the **Allottee** within ninety (90) days of it becoming due.

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

events:

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

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

10 CONVEYANCE OF THE SAID INDEPENDENT FLOOR:

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

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

11 MAINTENANCE OF THE BUILDING/ SAID INDEPENDENT FLOOR / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the **Project** till the taking over of the maintenance of the **Project** by to the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the **Project**, as the case may be. The cost of maintenance has been included in the **Total Price** of the **Said Independent Floor** for Residential usage.

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

12 DEFECT LIABILITY:

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

Provided that,

1 (a) The above-mentioned liability of the **Promoter** shall be limited to structural defects only (quality and workmanship).

(b) The **Promoter** shall not be liable for any such structural/ architectural defect induced by the **Allottee**, by means of carrying out structural or architectural changes from the original specifications/ design or any misuse thereof;

2. It is further clarified that the **Promoter** shall not be liable for any defects caused due to normal wear and tear.

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

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

13 RIGHT TO ENTER THE SAID INDEPENDENT FLOOR FOR REPAIRS AND MAINTENANCE WORKS:

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

14 USAGE:

Use of Basement, Stilt and Service Areas: The basement, stilt and service areas, if any, as located within the **Building** shall be earmarked for purposes such as parking spaces and services including but not limited to DG set rooms, electric room, underground water tanks, pump rooms, maintenance and service rooms etc. firefighting pumps and other permitted uses as per sanctioned plans. The **Promoter / allottee(s)** shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees, maintenance agencies/competent authority for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE SAID INDEPENDENT FLOOR:

15.1 Subject to para 12 above, the **Allottee** shall, after taking possession, be solely responsible to maintain the **Said Independent Floor** for residential usage along with parking at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the **Building**, or the **Said Independent Floor** for residential usage along with parking or the staircases, lifts, common passages, corridors, circulation areas, which may be in violation of any laws or rules of any authority or change or alter or make additions to the **Said Independent Floor** for residential usage along with parking and keep the **Said Independent Floor** for residential usage along with parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the **Building** is not in any way damaged or jeopardized.

15.2 The **Allottee/Association** of allottees further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the **Building** or anywhere else in the **Project**, buildings therein or Common Areas. The **Allottee(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/ Association** of allottees shall not store any hazardous or combustible goods in the **Said Independent Floor** for residential usage along with parking or place any heavy material in the common passages or staircases of the **Building**. The **Promoter /Allottee/ Association** of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or common areas which otherwise are available for free access. The **Allottee/ Association** of allottees shall also not remove any wall, including the outer and load bearing wall of the **Said Independent Floor** for residential usage along with parking, as the case may be.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this **Agreement** for the allotment of **Said Independent Floor** for residential usage along with parking, with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the **Project**.

17 ADDITIONAL CONSTRUCTIONS:

The **Promoter** undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the **Project** after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by competent authority.

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the **Promoter** executes this **Agreement**, it shall not mortgage or create a charge on the **Said Independent Floor** for residential usage along with parking and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **Allottee** who has taken or agreed to take **Said Independent Floor** for residential usage along with parking.

19 APARTMENT OWNERSHIP ACT OF HARYANA, IF APPLICABLE

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

Details of approvals/ compliances:

(TABLE)

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

20 BINDING EFFECT:

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

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

21 ENTIRE AGREEMENT:

This **Agreement**, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the **Said Independent Floor** for residential usage along with parking.

22 RIGHT TO AMEND:

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

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

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

residential usage along with parking and the **Project** shall equally be applicable to and enforceable against and by any subsequent **Allottee(s)** of the **Said Independent Floor** for residential usage along with parking in case of a transfer, as the said obligations go along with the **Said Independent Floor** for residential usage along with parking for all intents and purposes.

24 WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The **Promoter** may, at its sole option and discretion, without prejudice to its rights as set out in this **Agreement**, waive the breach by the **Allottee** in not making payments as per the **Payment Plan [Schedule-C]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **Allottee** that exercise of discretion by the **Promoter** in the case of one allottee shall not be construed to be a precedent and / or binding on the **Promoter** to exercise such discretion in the case of other allottee(s).
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25 SEVERABILITY:

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

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

Wherever in this **Agreement**, it is stipulated that the **Allottee** has to make any payment, in common with other allottee(s) in **the Project**, the same shall be in the proportion of the carpet area of the **Said Independent Floor** for residential usage and parking bears to the total carpet area for all the independent floors in the **Project**.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

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

per provisions of the relevant State Act at Gurugram. Hence this **Agreement** shall be deemed to have been executed at Gurugram.

29 NOTICES:

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

Name of **Allottee(s)** _____

Allottee(s) Address. _____

Promoter Name: M/s DLF Residential Partners Limited

Promoter Address: 2nd Floor, Gateway Tower,
R Block, DLF City Phase III,
Gurugram 122002, Haryana

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

30 JOINT ALLOTTEE:

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

31 SAVINGS:

Any application, letter, allotment letter, agreement, or any other document signed by the **Allottee**, in respect of the **Said Independent Floor**, prior to the execution and registration of this Agreement for sale for the **Said Independent Floor**, shall not be construed to limit the rights and interests of the **Allottee** under the **Agreement** for Sale or under the **Act** or the **Rules** or the regulations made thereunder.

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this **Agreement**, including the interpretation and validity of the terms thereof and the respective rights and

obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

(3) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

(to be completed by the **Allottee**)

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:
OWNER:**

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

At _____ on _____ in the presence of:

WITNESSES:

1. Signature (Authorised Signatory)
Name _____
Address _____

2. Signature _____
Name _____
Address _____