

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on----- of , 20

### By and Between

(CIN no.-----) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at ----- (PAN-----), represented by its authorized signatory, ----- (Aadhar no.-----) duly 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, executors, administrators and permitted assignees).

**AND**

### (If the Allottee is a company)

(CIN no.-----) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), 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, executors, administrators and permitted assignees).

[OR]

### (If the Allottee is a Partnership)

-----, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[(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 assignees).

[OR]

**[If the Allottee is a Hindu undivided family (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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

A. The Promoter is the absolute and lawful owner of the \_\_\_\_\_ measuring-----vide sale deed(s) dated\_\_\_\_\_ registered as documents no.\_\_\_\_\_ at the office of the Sub-Registrar; and for the balance part of land measuring\_\_\_\_\_ is based on the consent of the land owners, with Khasranumbers\_\_\_\_\_ as per the mutation for the year\_\_\_\_\_. Thus the total land for the project admeasuring\_\_\_\_\_ square meters situated at \_\_\_\_\_ (**"said land"**)

B The said land is earmarked for the purpose of building a residential project, comprising 320 multi storied apartment buildings and 6 convenient shops and is known as \_\_\_\_\_ (**"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 project is to be constructed have been completed;

D. The Municipal Corporation, Zirakpur has granted the building permit license for the project i.e. commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_;

E. The Promoter has obtained the final layout plan approvals for the Project from Municipal Corporation, Zirakpur on \_\_\_\_\_. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mohali on \_\_\_\_\_ under registration No. \_\_\_\_\_

G. The Allottee had applied for an residential unit in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (**"Building"**) along with closed/open parking no. \_\_\_\_\_ as permissible under the applicable law and of the pro rata share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Residential Unit"** more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

IJ. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to 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 set out in 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 apartment closed /open parking, if applicable 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 residential unit as specified in para G;

1.2 The total price for the residential unit based on the carpet are is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (**"Total Price"**) Break up and description) is as:-

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Block/Building/Tower no. residential unit

Rate of apartment per square feet\*

No.

Type

Floor

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Explanation:

- i. The total price above includes the booking amount paid by the allottee to the Promoter towards the residential unit;
- ii. The total price above excludes taxes which are applicable at the time of sale of the residential unit. These taxes include GST and cess if any which may be levied by the Government from time to time.
- iii. The Promoter shall periodically intimate to the Allottee, the amount payable by the allottee and the Allottee shall make payment as per the payment plan with reference to clause 1.4. In addition, the Promoter shall provide to the allottee the details of taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes /levies etc. have been imposed or become effective;

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 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.

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 for the period by which the respective instalment has been prepaid @ of interest **\_\_\_\_\_**. 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.

1.6 It is agreed that the Promoter shall not make any additions and alternations beyond the extent of 5% in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment without the previous written consent of the Allottee. 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.

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the allottee within 90 days with annual interest at the rate specified 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 allotted to the Allottee, the Promoter shall demand from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of the Agreement.

1.8 Subject to clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the residential unit as mentioned below:

- i. The allottee shall have exclusive ownership of the residential unit;
- ii. The allottee shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee in the Common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the common areas shall also be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- iii. That the computation of the price of the residential unit includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost of providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the residential unit along with covered parking in the basement/ open parking in the allocated space at the project site, shall be treated as single individual residential unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the Project according to the concerned Act, rules, regulations and byelaws in respect thereof.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, 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 outgoings collected by it from the allottees, or any other liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 therefore by such authority or person.

1.12 The allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as **booking amount** being part payment towards the Total Price of the residential unit 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

residential unit as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays the payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT.-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '\_\_\_\_\_ payable at \_\_\_\_\_'.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-**

3.1 The Allottee, if resident of 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 and Rules and Regulations made there under 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 this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall 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 this regard. The allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in 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 if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## **5. TIME IS ESSENCE.-**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the residential unit to the Allottee and the

common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

## **6. CONSTRUCTION OF THE PROJECT/RESIDENTIAL UNIT.-**

The Allottee has seen the specifications of the residential unit and accepted the Payment Plan, floor plans, layout plans [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 said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the bye-laws, FAR and density norms and provisions prescribed or notified by the State Government 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE RESIDENTIAL UNIT.-**

**7.1 Schedule for possession of the said residential unit.-** The Promoter agrees and understands that timely delivery of possession of the residential unit is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the residential unit on [REDACTED], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the residential unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event of it becomes impossible for the Promoter to implement the Project due to Force Majeure Conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within ninety days from the date of termination of allotment. 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 obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession.-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the residential unit, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the residential unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 days of receiving the occupancy certificate of the Project.

## **7.3 Failure of Allottee to take Possession of Residential Unit.-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the residential unit 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 residential unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. On failure of allottee to pay the instalment as per schedule given in the allotment letter, apart from paying the interest on the delayed amount, the possession of the residential unit shall be extended to the extent of period of delay in paying the defaulted amount.

#### **7.4 Possession by the Allottee.-**

After obtaining the occupancy certificate and handing over the physical possession of the residential unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee.-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided under the Act. **However, the allottee loses the right to cancel the allotment when he/she is considered under a condition of default as per clause 9.4 of the agreement.**

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 **ten percent of the total amount of the consideration money, interest and other dues payable** for the allotment. 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 Compensation.-**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the residential unit (i) in accordance with the terms of the Agreement, duly completed by the date specified herein; 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 (iii) 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 residential unit, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential unit.

### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-**



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

- (i) the Promoter has 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) Barring the approvals listed at attachment D, 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) there are no litigations pending before any Court of law with respect to the said Land, Project or the residential unit;
- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and residential unit 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, said Land, Building and residential unit and common areas;
- (vi) 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;
- (vii) 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 residential unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said residential unit to the Allottee in the manner contemplated in this Agreement;
- (ix) at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the residential unit to the Allottee and the common areas to the Association of the Allottees;
- (x) the Schedule property 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; and
- (xii) no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES.-**

9.1 Subject to the Force Majeure clause, 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 residential unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and as per the completion/occupancy certificate issued by the competent authority; or
- (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, the Allottee is entitled to the following:-

- (i) stop making further payments to the Promoter as demanded by the promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; 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 residential unit, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the residential unit.

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 for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules;
- (ii) in case of Default by Allottee under the condition listed above continues for a period beyond 30 days after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the residential unit in favour of the Allottee and refund the amount paid to him by allottee by deducting the booking amount and interest and liabilities and this Agreement shall thereupon stand terminated.

## **10. CONVEYANCE OF THE SAID RESIDENTIAL UNIT**

The Promoter, on receipt of complete amount of the Price of the residential unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the residential unit together with proportionate indivisible share in the Common Areas within three months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the

Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID RESIDENTIAL UNIT.-**

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 the allottees. The cost of such maintenance has been included in the Total Price of the residential unit. After handing over the Possession till the taking over the maintenance by any agency or association the charges will be charged Rs. \_\_\_\_\_ per month by the Promoter from each flat Owner whether they had shifted or not as the expenses incurred on basic Amenities like Water Charges, Electricity of Running Water from Borewell to the overhead Tanks, Lifts, Lights in Common Area, Lights in Garden, Maintenance of Garden and the care taker etc. as the above said charges may change from time to time as per the expenses incurred for the welfare of the society. Further separate Maintenance Agreement will be signed by each Allottee(s) at the time of Handing Over the Physical Possession of the above said Flat.

#### **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 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 thirty 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.

**"Structural defects"** means actual physical damage/ defects to the designated load-bearing elements of the building, apartment or unit like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the apartment or the building and shall include any of the following, namely:-

- I. Defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure;
- II. Defects due to faulty or bad workmanship of RCC or MS work;
- III. Defects due to materials used in such RCC or MS work;
- IV. Major cracks in masonry work that are induced as result of failures of RCC or MS work;
- V. Any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the promoter.

### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-**

The Allottee hereby agrees to purchase the residential unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

### **14. RIGHT TO ENTER THE RESIDENTIAL UNIT FOR REPAIRS.-**

The Promoter/ maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking/covered parking in basement or stilts, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the residential unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE.-**

#### **Use of basement and Service Areas:**

The basement(s) and service areas, if any, as located within the project and the area shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

### **16. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL UNIT.-**

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the residential unit 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 residential unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the residential unit and keep the residential unit, 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. The Allottee 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/façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the residential unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall not remove any wall, including the outer and load bearing wall of the residential unit. The

Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-**

The Allottee is entering into this Agreement for the allotment of a residential unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use of the residential unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the residential unit at his/her own cost.

#### **18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.-**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the residential unit 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 residential unit.

#### **20. THE PUNJAB APARTMENT OWNERSHIP ACT, 1995.-**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Punjab Apartment Ownership Act, 1995 (Punjab Act No. 13 of 1995). The Promoter showing compliance of various laws/regulations as applicable in Punjab.

#### **21. BINDING EFFECT.-**

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 thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty 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.

#### **22. 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 undertakings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties, in regard to the said residential unit, as the case may be.

### **23. RIGHT TO AMEND.-**

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

### **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES.-**

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 project shall equally be applicable to and enforceable against any subsequent Allottees of the residential unit, in case of transfer, as the said obligations go along with the residential unit for all intents and purposes.

### **25. WAIVER NOT A LIMITATION TO ENFORCE.-**

25.1 The Promoter may, as 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 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 precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter 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.

### **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

### **27. 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 project, the same shall be in proportion which carpet area of the residential unit bears to the total carpet area of all the residential units in the Project.

### **28. FURTHER ASSURANCES.-**

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition 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 conform or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. 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. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar.

**30. NOTICES.-**

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 the 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 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.

**31. JOINT ALLOTTEES.-**

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 be considered to have been properly served on all the Allottees.

**32. GOVERNING LAW.-**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India 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 adjudicating officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: ( including joint buyers)

Please affix photograph and sign across the  
Photograph

(1)

(2)

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of;

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

Please affix photograph and sign across the  
Photograph

(1) \_\_\_\_\_ (Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

**SCHEDULE 'A'** – PLEASE INSERT DESCRIPTION OF THE **RESIDENTIAL UNIT** AND THE GARAGE/CLOSED  
PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'** – FLOOR PLAN OF THE RESIDENTIAL UNIT

**SCHEDULE 'C'** – PAYMENT PLAN BY THE ALLOTTEE.