

IN THE SUPREME COURT OF INDIA
EXTRAORDINARY CIVIL JURISDICTION
WRIT PETITION (CIVIL) NO. 1216 OF 2020

IN THE MATTER OF:

ASHWINI KUMAR UPADHYAY

... PETITIONER

VERSUS

UNION OF INDIA & ORS.

... RESPONDENTS

FOURTH STATUS REPORT
[By Devashish Bharuka, *Amicus Curiae*]

I N D E X

<i>Sl. No.</i>	<i>Particulars</i>	<i>Page(s)</i>
1.	Fourth Status Report	1-12
2.	Annexure 'A': A comparative table of the relevant clauses of AFS with remarks <ul style="list-style-type: none">• Comments of NAREDCO• Comments of CREDAI-National• Comments on CREDAI-Maharashtra (Single Building)• Comments of CREDAI-Maharashtra (Multiple Buildings)• Comparison between Model AFS & Maharashtra AFS	13-265 13-26 27-73 74-113 114-180 181-265
3.	Annexure 'B': Final Part 'A' Clauses of the Builder-Buyer Agreement	266-298

FILED BY: SARVSHREE, ADVOCATE

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1. The present writ petition has been filed in public interest primarily seeking a direction to the Centre to frame a 'Model Builder Buyer Agreement' and 'Model Agent Buyer Agreement' to infuse transparency, ensure fair-play, reduce frauds and deliberate delays, restrain promoters and agents from indulging into arbitrary unfair and restrictive trade practices and to protect the rights and interest of customers, in spirit of aims and objects of the Real Estate (Regulation and Development) Act, 2016 (hereinafter in short 'RERA').

2. The matter was heard on 04.10.2021, wherein this Hon'ble Court observed that the submission of the petitioner that in the absence of a uniform or model builder-buyer agreement and agent-buyer agreement, flat purchasers are left to the mercy of developers in respect of the terms and conditions which are imposed at the time of entering into such agreements. This Hon'ble Court, thus, issued notice in order to assess the possibility of a uniform Buyer Agreement.
3. The Ministry of Housing and Urban Affairs, Government of India, by its affidavit dated 26.11.2021, took the following stand before this Hon'ble Court:
 - A. Prior to 2014, the real estate sector in India was largely unregulated. Under the regulatory regime of RERA, the ongoing projects which have not received the completion certificate need to get registered under RERA.
 - B. Section 13 of RERA deals with 'agreement for sale' and restricts the promoter from not accepting any deposit or advance from the allottee without first entering into an agreement for sale.

- C. In terms of section 88 of RERA, the appropriate government has to notify rules for carrying out the provisions of RERA. Section 84(2)(h) specifically empowers the appropriate Government to make rules with regard to the form and particulars of the Agreement for sale under section 13(2) of RERA.
4. By an application dated 02.02.2022 seeking permission to file additional documents, the Ministry of Housing and Urban Affairs, Government of India informed this Hon'ble Court that it had shared the Real Estate (Regulation and Development) (General) Rules, 2016 and the Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2016 with all the States and UTs vide letter dated 04.11.2016. It had further requested the State to share a copy of their notified Rules and to take steps to appoint the authorities under RERA. The Central Government also placed on record a chart of the status of implementation of Agreement for Sale Rules across the country.
 5. That this Hon'ble Court, vide order dated 14.02.2022, directed the Ministry of Housing to apprise the Court on whether the rules, which have been framed by the States, (i) contain the essential norms which have been adopted by the Union government in the Rules of 2016 referred

to above; and, (ii) whether there are any deviations which detract from the rights of flat purchasers. It was further directed that this exercise shall be carried out by consulting the Ministries of Housing of every State.

6. In terms of the directions of this Hon'ble Court vide order dated 14.02.2022, the Ministry of Housing and Urban Affairs, Government of India wrote a letter dated 02.03.2022 to all the States informing them of the aforesaid order of this Hon'ble Court and requiring them to provide the latest copy of the 'Agreement for Sale' Rules notified by the concerned State under the RERA and further a comparison sheet between 'Agreement for Sale' Rules notified by the State and rules notified by the Ministry of Housing and Urban Affairs for UTs without legislature.
7. The States of Punjab, Kerala, Orissa, Karnataka, Andhra Pradesh, Himanchal Pradesh, Bihar, Madhya Pradesh, Uttar Pradesh, Tripura Mizoram, Tamil Nadu, Arunachal Pradesh and Union Territories of Delhi and Puducherry have responded to the Ministry's letter dated 02.03.2022.
8. Meanwhile, an elaborate comparison exercise was undertaken by the Ministry of Housing and Urban Affairs, Government of India and the

Amicus Curiae comparing the AFS of all the States with the Delhi AFS framed by the Central Government in order to assess the deviations. The Central Government shared the said comparisons with the States under its email dated 12.04.2022 seeking their response.

9. In view of the aforesaid, a Status Report was filed on 16.04.2022 by the *Amicus Curiae* for kind consideration of this Hon'ble Court.
10. When the matter was taken up for further consideration on 18.04.2022, this Hon'ble Court, considering the aforesaid developments, directed all the State Governments to respond to the aforesaid communication dated 02.03.2022 and email dated 12.04.2022 positively on or before 15.05.2022. This Hon'ble Court further directed filing of a concise report.
11. In view of the aforesaid directions, the Central Government received replies from various States and Union Territories. Based upon the notified AFS, deviations, and responses, the States and Union Territories were divided in the following four groups:

A. Group A consisted of States and Union Territories where AFS Rules have not been notified.¹

B. Group B consisted of States and Union Territories where there are no deviations in the AFS Rules in comparison to the model (Delhi) AFS.²

C. Group C consisted of States and Union Territories where there are deviations from the model agreement, but no justifications have been provided in terms of the order dated 18.04.2022.³

D. Group D consisted of States and Union Territories where there are deviations and justifications have been provided in terms of the order dated 18.04.2022.⁴

¹ States of Meghalaya, Manipur, Nagaland, Uttarakhand, Union Territories of Jammu and Kashmir and Ladakh.

² States of Bihar, Tripura, Union Territories of Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli and Daman and Diu, NCT of Delhi and Lakshadweep.

³ States of Andhra Pradesh, Haryana, Gujarat, Jharkhand, Maharashtra and Uttar Pradesh.

⁴ States of Arunachal Pradesh, Assam, Chhattisgarh, Goa, Himachal Pradesh, Karnataka, Kerala, Madhya Pradesh, Mizoram, Odisha, Punjab, Rajasthan, Sikkim, Tamil Nadu, Telangana, West Bengal and Union Territory of Puducherry.

12. Based upon the above, the Second Status Report was filed on 16.07.2022 by the *Amicus Curiae* before this Hon'ble Court. Apart from the aforesaid four-fold categorization of the States and Union Territories, a comprehensive chart containing instances of deviations and variations covering several areas was also submitted.
13. This Hon'ble Court, on 12.08.2022, took note of the aforesaid Report and directed all the States and Union Territories to respond to the same. This Hon'ble Court was further pleased to pass the following direction:

"We have requested Ms Aishwarya Bhati, Additional Solicitor General and the amicus curiae to prepare a road map for the future after considering the responses which may be submitted by the States/Union Territories so that, to the extent it is feasible, a model agreement for sale can be uniformly made applicable to the States/UTs while leaving a certain degree of flexibility open based on the individual needs and exigencies as they emerge in the respective States/UTs. However, the core of the model agreement must be uniformly followed to protect the interests of home buyers."

14. That pursuant to the aforesaid directions, a road map was suggested, which finds mention in the order of this Hon'ble Court dated 30.09.2022:

"6. Ms Aishwarya Bhati, Additional Solicitor General, and Mr Devashish Bharuka, amicus curiae, have suggested the following road map:

- (i) *Based upon the responses, the Central Government along with the amicus curiae would prepare a model agreement for sale containing -*

Part A: 'Core' clauses in consonance with the mandatory provisions of the Real Estate (Regulation and Development) Act 2016 for the protection of the home buyers. These clauses cannot be altered by any State/UT and must necessarily be a part of every agreement for sale.

- (ii) *The above model agreement for sale with Part 'A' would be submitted for consideration and approval of this Court; and*

- (iii) *The States/UTs shall then incorporate in the agreement for sale-*

Part B: Additional clauses based on individual needs and exigencies of each State/UT as permissible within the scheme of the 2016 Act. However, these clauses must not be contrary to or dilute in any manner the clauses in Part 'A'."

15. Subsequently, vide letter dated 22.09.2022, the State of Manipur informed that the State Government has notified 'The Manipur Real Estate (Regulation and Development) (Agreement for Sale) Rules 2022' vide notification no. MiscM-601/26/2020- MAHUD-MAHUD dated 29.06.2022 and duly published in the Manipur Extraordinary Gazette vide Notification No. 138 as per the Model of NCT of Delhi without any major modifications. Further, vide Notification No. G.S.R. 86(E) dated 07.02.2023, AFS rules of Union Territory of Ladakh were notified by the Ministry of Housing and Urban Affairs being the Appropriate Government of the Union Territory without Legislature.

16. In furtherance to the aforesaid directions, a compendium comprising of following was submitted before this Hon'ble Court:

- (i) Part 'A' Clauses of builder-buyer agreements which are proposed to be uniform across the country; and
- (ii) Part 'B' Clauses of builder-buyer agreements which may be inserted by the States, subject to the condition that they should not be contrary to or dilute the Clauses of Part 'A' and must conform to the provisions of Real Estate (Regulation and Development) Act 2016.

The above was taken note of by this Hon'ble Court in the order dated 09.01.2023 with a direction to all the States and Union Territories to submit their responses to the Union Ministry of Housing and Urban Affairs on or before 15.02.2023. This Hon'ble Court further directed that the suggestions shall be duly taken into account while preparing the final version of Part 'A' which is proposed to be uniform across the country and Part 'B' which would take into account the situational variations in each State. It was also submitted before this Hon'ble Court that three States, namely, Haryana, Tamil Nadu and Nagaland have

raised certain specific issues, which may be taken into account.

17. In furtherance to the aforesaid directions, the following States/Union Territories have filed their responses:

<i>Sl.</i>	<i>State/UT</i>	<i>Date of Response</i>
1.	State of Karnataka	24.01.2023
2.	State of Himachal Pradesh	06.02.2023
3.	NCT of Delhi	07.02.2023
4.	State of Rajasthan	10.02.2023
5.	State of Punjab	14.02.2023
6.	State of Haryana	14.02.2023
7.	State of Jharkhand	16.02.2023
8.	State of Andhra Pradesh	21.02.2023
9.	State of Goa	10.03.2023
10.	State of West Bengal	14.03.2023
11.	State of Kerala	15.03.2023
12.	State of Gujarat	03.07.2023

18. That apart from the aforesaid, CREDAI, West Bengal has also filed its response dated 23.03.2023 with some suggestions.

19. All the comments / responses / suggestions / remarks were collated and considered. Accordingly, the Third Status Report was filed on 05.07.2024 for kind consideration of this Hon'ble Court.
20. Since the filing of the aforesaid Report, certain other suggestions were submitted by various authorities / associations in view of the permission granted by this Hon'ble Court vide order dated 09.01.2023. Since the same required consideration and incorporation in the AFS (if so required), this Hon'ble Court, vide order dated 20.12.2024, was most graciously pleased to grant permission to place on record the next status report.
21. In view of the aforesaid, all the comments / responses / suggestions / remarks from various authorities / associations received after the Third Status Report have been collated and considered. A comparative table of the relevant clauses of AFS with remarks is annexed herewith and marked as **ANNEXURE 'A'** (from pages 13 to 265).
22. It may be noted that comments were also received from a private entity. However, the same has not been considered since this Hon'ble Court has not, so far, permitted individual builders to participate in the present process. Rather, this Hon'ble Court had, vide order dated 09.01.2023, permitted industry associations to furnish their suggestions to the Union

Ministry of Housing and Urban Affairs, Government of India. The Ministry has received certain suggestions from the industry associations, which has been duly considered in this Report.

23. Based upon the aforesaid comments / responses / suggestions / remarks received from various stakeholders, certain terms and conditions of the Part 'A' Clauses of builder-buyer agreement have been modified. The Final Part 'A' Clauses of builder-buyer agreement is being placed before this Hon'ble Court for most gracious consideration and approval. The Final Part 'A' Clauses of builder-buyer agreement is annexed herewith and marked as **ANNEXURE 'B'** (from pages 266 to 298).
24. The above is placed for most gracious consideration of this Hon'ble Court and appropriate order(s) / direction(s).

FILED ON: 08.04.2025
PLACE: NEW DELHI

FILED BY:

(SARVSHREE)
Advocate-on-Record

Comments of MoHUA on Representation dated 19.08.2024 sent by NAREDCO

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
1	G.	<p>The allottee had applied for an apartment 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 garage/covered parking no. _ admeasuring square feet in the _____ [<i>Please insert the location of the garage/covered parking</i>], as permissible under the applicable law and undivided proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule 'B-1' and the floor plan of the apartment is annexed hereto and marked as Schedule 'B-2');</p> <p style="text-align: center;">[OR]</p> <p>The Allottee had applied for a plot in the Project <i>vides</i> application no. ____dated and has been allotted plot no. having area of square feet and plot for garage/covered parking admeasuring square feet (<i>if applicable</i>)] in the [<i>Please insert the location of the garage/covered parking</i>], as permissible under the applicable law and undivided proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule 'B');</p>	Text in the clause is provided from perspective of the Apartment Act and will require suitable modification to cover other statutory enactments such as Co-Operative Society Laws etc. under relevant States depending on nature of development.	<p>This is not agreed.</p> <p>This clause refers about Apartment, Building, and Common Areas etc., which are in line of the provisions of RERA.</p> <p>The modalities related to State Co-Operative Society Laws etc. may be mentioned by the respected state in the part B of AFS.</p>

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2	2.2.	<table><tr><td>Block/Building/Tower no., Apartment no.</td><td>Rate of Apartment per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Floor_____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>[OR]</p> <table><tr><td>Plot no. _____</td><td>Rate of Plot per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table>	Block/Building/Tower no., Apartment no.	Rate of Apartment per square feet*	Type_____		Floor_____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	Plot no. _____	Rate of Plot per square feet*	Type_____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	In relation to clauses pertaining to Total Price / consideration, the taxes maintenance charges are shown as forming part of the consideration. This is incorrect as both taxes and charges are pass- through amounts which may not form part of the consideration. In fact, these items are also recognized separately under the Act. The clause requires modification to cover taxes and maintenance charges under separate heads.	This is not agreed. This clause provides for the breakup of taxes, various charges, including maintenance charges for better clarity and to safeguard the interests of Homebuyers.
Block/Building/Tower no., Apartment no.	Rate of Apartment per square feet*																													
Type_____																														
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Garage/Covered parking – 1	Price for 1																													
Garage/Covered parking – 2	Price for 2																													
Total price (in rupees)	_____																													
3.	2.2.2.	The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be , after obtaining the completion certificate:	In relation to clauses pertaining to Total Price / consideration, the taxes maintenance charges are shown as forming part of the consideration. This is incorrect as both taxes and charges are pass- through amounts which may not form part of the consideration. In fact, these items are also recognized separately under the Act. The clause requires modification to cover taxes	This is not agreed. The inclusion of taxes in the total unit price (<i>Breakup of taxes is provided in clause 2.2</i>) is for better clarity and to protect the interests of Homebuyers.																										

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		<p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change /modification:</p> <p>Provided further that if there is any increase in the taxes 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;</p>	and maintenance charges under separate heads.	
4	2.2.4.	The Total Price of Apartment/Plot 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 electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project.	In relation to clauses pertaining to Total Price/consideration, the taxes maintenance charges are shown as forming part of the consideration. This is incorrect as both taxes and charges are pass- through amounts which may not form part of the consideration. In fact, these items are also recognized separately under the Act. The clause requires modification to cover taxes and maintenance charges under separate heads.	<p>This is not agreed.</p> <p>The inclusion of taxes in the total unit price (<i>Breakup of taxes is provided in clause 2.2</i>) is for better clarity and to protect the interests of Homebuyers.</p>
5	2.6.	The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate	This Clause deals with rebate for early instalments. It is suggested that a provision may be included to cover a scenario where Allottee volunteers upfront escalated payment of	This clause enables the promoter to offer discount on early payment made by allottee.

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	consideration ahead of the payment schedule (as per AFS) to avail pricing discounts at the time of purchase.	The suggested scenario seems to be already covered under the provisions of this clause.
6	2.9	<p>2.9. Subject to clause 10.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:</p> <p>(i) The Allottee shall have exclusive ownership of the Apartment/Plot;</p> <p>(ii) The Allottee shall also have undivided proportionate share / interest 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;</p> <p>(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.</p>	In relation to clauses pertaining to Total Price / consideration, the taxes maintenance charges are shown as forming part of the consideration. This is incorrect as both taxes and charges are pass-through amounts which may not form part of the consideration. In fact, these items are also recognized separately under the Act. The clause requires modification to cover taxes and maintenance charges under separate heads.	<p>This is not agreed.</p> <p>The inclusion of taxes in the total unit price (<i>Breakup of taxes is provided in clause 2.2</i>) is for better clarity and to protect the interests of Homebuyers.</p>
7	2.10	It is made clear by the Promoter and the Allottee agree that the Apartment/Plot along with garage/covered parking shall be treated as a single indivisible unit for all purposes.	In relation to clauses pertaining to Total Price/consideration, the taxes maintenance charges are shown as forming part of the consideration. This is	<p>This is not agreed.</p> <p>The inclusion of taxes in the total unit price (<i>Breakup of taxes is</i></p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		<p>It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a 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.</p> <p>It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.</p>	<p>incorrect as both taxes and charges are pass-through amounts which may not form part of the consideration. In fact, these items are also recognized separately under the Act. The clause requires modification to cover taxes and maintenance charges under separate heads.</p> <ul style="list-style-type: none"> The relevant portion reproduced below is suited for standalone projects and does not factor in language for a layout development. Hence, it is suggested that the said portion may be deleted. Text that is specific to either standalone or layout project, as the case may be, can be provided in Part – B. <p><i>“...It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a 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.”</i></p>	<p><i>provided in clause 2.2)</i> is for better clarity and to protect the interests of Homebuyers.</p> <p>This clause is in line with the provisions of RERA.</p> <p>The modalities related to layout development may be covered by the respected state in the part B of AFS.</p>
8	8.2		The portion reproduced below deals with handover of possession. Pertinently, the	This is not agreed.

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		<p>The Promoter assures to hand over possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on __ , 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”).</p> <p>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 Apartment/Plot, 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 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</p>	<p>act of handing of the apartment / plot cannot be completed unless the flat purchaser comes forward and takes possession. Hence, it is suggested that the word “handover” should be substituted with the word “offer” as the Promoter’s obligation under this clause is intended to cover offering the said unit for possession.</p> <p>“The Promoter assures to handover offer possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place....”</p> <p>In the portion reproduced below, the addition in red font is suggested to be included in the clause to make it fair. When the consideration paid by the Allottee is refunded, the apartment should be free from any encumbrances and the Promoter should be free to deal with the same. This is possible once the Allottee executes a Cancellation Deed and admits registration thereof before the concerned Sub Registrar of Assurances.</p>	<p>It is understood that the assurance by promoter to handover the possession to allottee shall occur only through offering the possession to the allottee by the promoter.</p> <p>However, the suggested version has already been covered in clause 8.5 of AFS.</p> <p>This is not agreed.</p> <p>All exceptions cannot be included under the draft AFS. Any document including- Surrender Deed, Cancellation Deed etc., if any shall</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		<p>within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p> <p>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.</p>	<p>“After refund of the money paid by the Allottee subject to execution of cancellation deed by the Allottee in relation to the said Apartment, 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.”</p>	<p>always be considered in such cases.</p>
9		<p>8.3. Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within two months of obtaining the occupancy certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate.</p> <p>Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate.</p>	<p>Conveyance in favour of allottee is usually under Apartment Act. For generality, it is suggested that the additions in red font below should be included in the existing provision.</p> <p>“... [Provided that, in the absence of local law, the conveyance deed in favour of the allottee / association of allottees / legal entity / society shall be carried out by the</p>	<p>Same is covered under clause 8.1 and 8.5 of AFS.</p> <p>This is not agreed.</p> <p>This clause of AFS deals with only the procedure for taking</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.	promoter within 3 months from the date of issue of occupancy certificate]...	possession by the allottee.
10	8.7	<p>Death of Allottee- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs choose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest thereon.</p> <p>The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment. Such intimation shall be in writing to the Promoter by all the legal heirs.</p>	<p>In the portion reproduced below, the addition in red font is suggested to be included in the clause to make it fair.</p> <p>When the consideration paid by the Allottee is refunded, the apartment should be free from any encumbrances and the Promoter should be free to deal with the same. This is possible once the legal heirs execute a Cancellation Deed and admits registration thereof before the concerned Sub Registrar of Assurances.</p> <p>“...The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment, subject to execution of cancellation deed by the legal heirs in relation to the said Apartment. Such intimation shall be in</p>	<p>This is not agreed.</p> <p>It is already covered that if the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs.</p> <p>This is not agreed.</p> <p>In such case, there may be execution of certain documents including but not limited to Cancellation Deed.</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
			writing to the Promoter by all the legal heirs	Thus, there is no need to modify this clause.
11		<p>9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</p> <p>The Promoter hereby represents and warrants to the Allottee as follows:</p> <p>(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;</p> <p>(iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Plot;</p>	<p>9(I) The text suggested in red font in the portion reproduced below is in line with the mandate of the act that the Developer is required to disclose encumbrances / litigations etc. if any under Section 4 of the Act.</p> <p>“Save and except as disclosed herein / in the Title Report, 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.</p> <p>9(IV) The text suggested in red font in the portion reproduced below is in line with the mandate of the act that the Developer is required to disclose encumbrances / litigations etc. if any under Section 4 of the Act.</p> <p>“There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the</p>	<p>For better clarity and transparency, there is no harm in reiterating the representations and warranties of promoter which are already covered under section 4 of RERA in the interests of allottees.</p> <p>This is not agreed.</p> <p>To protect the interest, there has to be no litigation on the project land. Therefore, it would not be in the interest of allottee to transact on such land nearly by disclosing</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
			<p>Apartment/Plot; All approvals, licenses and permits issued”</p> <p>[In case there are any encumbrances on the land, provide details of such encumbrances including any rights, title, interest and name of party in or over such land].</p>	about the cases/ dispute/ encumbrances over the project land.
12	10.3	<p>10.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following event:</p> <p>In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [Schedule ‘C’], 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 prescribed in the Rules;</p> <p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided further that the</p>	<p>In the text reproduced below, it is suggested that the word ‘consecutive’ should be deleted from the objective of fairness. The allottee must be liable for interest for failure to pay the milestone payment despite demand being raised by the Promoter.</p> <p>“The Allottee shall be considered under a condition of Default, on the occurrence of the following event:</p> <p>In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [Schedule ‘C’], 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 prescribed in the Rules.</p>	<p>This is not agreed.</p> <p>It is in interests of allottee. Certain communication related to demand made by promoter at the end of the allottee.</p> <p>Therefore, the term ‘consecutive’ may be retained in this clause.</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		promoter shall intimate the allottee about such termination at least thirty days prior to such termination.		
13	11.1	<p>CONVEYANCE OF THE SAID APARTMENT:</p> <p>The Promoter, on receipt of Total Price of the Apartment/Plot as per para 2.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with undivided proportionate share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.</p> <p>Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.</p>	Text in the clause set out below are provided from perspective of the Apartment Act and will require suitable modification to cover other statutory enactments such as Co-Operative Society Laws etc. under relevant States depending on nature of development.	<p>This is not agreed.</p> <p>This clause deals with conveyance of the Apartment, which is in line of the provisions of RERA.</p> <p>The modalities related to State Co-Operative Society Laws etc. may be mentioned by the respected state in the part B of AFS.</p>
14	12.	<p>MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:</p> <p>The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the</p>	In relation to clauses pertaining to Total Price / consideration, the taxes maintenance charges are shown as forming part of the consideration. This is incorrect as both taxes and charges are pass- through amounts which may not form part of the consideration. In fact,	<p>This is not agreed.</p> <p>The inclusion of taxes in the total unit price (<i>Breakup of taxes is provided in clause 2.2</i>) is for better clarity and</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		project. The cost of such maintenance has been included in the Total Price of the Apartment/Plot.	these items are also recognized separately under the Act. The clause requires modification to cover taxes and maintenance charges under separate heads.	to put up the interest of Homebuyers.
15	13.	DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession , it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (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.	It is suggested that the defect liability period should be kept uniform and linked to an event such as date of completion certificate issued by authority and not handover of possession of units as handover date for each Allottee may vary. It is further suggested that any defect which is attributable to the Allottee should be specifically excluded from coverage.	This is not agreed. This provision cannot be modified in draft AFS as the same is in the lines of Section 14 (3) of RERA.
16	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 [Schedule 'C'] within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-	The Clause should be deleted in entirety. Any terms of the AFS will apply on execution and does not require any clarification to that effect. Post signing, this clause will become redundant.	This clause balances rights and interests of both allottee and promoter. There is no harm in keeping this clause even if it is redundant.

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
		<p>Registrar (specify the address of the Sub- Registrar) as and when intimated by the Promoter.</p> <p>If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 30 (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.</p>		
17	27.	<p>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</p> <p>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Plot bears to the total carpet area of all the Apartments/Plots in the Project.</p>	<p>Local laws in certain jurisdictions may have applicable law which governs computation of common area maintenance unit wise (irrespective of area) such as Maharashtra Co-Operative Societies Act, 1960. It is, therefore, suggested to add the text in red font in the portion reproduced below to enable coverage under such laws, if applicable.</p> <p>“Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, in the absence if the local law, the same shall be the proportion which the carpet area of the Apartment/Plot bears to the</p>	<p>This is not agreed.</p> <p>The payment of Common area by the Allottee has to be in proportion to carpet area of his unit.</p> <p>This clause protects the interests of the allottees.</p>

S. No.	Clause	Model Agreement for Sale	Suggestions regarding clauses in Agreement for Sale- NAREDCO	Remarks of MoHUA and Amicus
			total carpet area of all the Apartments/Plots in the Project.	

Comments of MoHUA on the suggestions of CREDAI- National

	(Draft of Amicus Curie) CLAUSE	CREDAI COMMENTS	COMMENTS of MoHUA
	<p align="center"><u>ANNEXURE-B</u> <u>AGREEMENT FOR SALE</u> PART-A (To be uniform across the country)</p> <p>This Agreement for Sale ("Agreement") executed on this _____ (Date) day of (Month), 20_____.</p> <p align="center">By and Between</p> <p>[If the promoter 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 _____ and its corporate office at (PAN _____) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, [OR] [If the promoter is a Partnership firm] _____, 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 "Promoter" (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]</p>		

<p>[If the promoter is an Individual] Mr./Ms. _____ (Aadhar no. _____) son/daughter of _____ aged about _____, residing at _____, (PAN _____), hereinafter called the "Promoter" (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 promoter is a Limited Liability Partnership firm] _____, a LLP registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at, (PAN _____), represented by its Designated Partner (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Promoter" (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 promoter is a Co-operative Society] _____, a co-operative society registered under the provisions of the _____ [Central or State legislation] having its principal place of business at _____ (PAN _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Promoter" (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 promoter is a Public Body] _____, a Public body under the provisions of the _____ [Central or State legislation] having its principal place of business at _____ (PAN _____), represented by its department in-charge/Head of the Public Body and authorized signatory _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Promoter".</p>	<p>Deleted- of the last surviving partner. Explanation- will not be applicable to Co-operative Societies.</p> <p>As per Section 2 (zk) (iii) the definition of promoter includes government bodies.</p>	<p>This is agreed.</p> <p>As per Section 2 (zk) (iii) of RERA, any development authority or any other public body such as Co-operative Society are covered and they are also well covered under AFS.</p>
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<p style="text-align: center;">AND</p> <p>[If the Allottee is a company] _____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its 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]</p> <p>[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ authorized partner, (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]</p> <p>[If the Allottee is an Individual] Mr. /Ms. _____, (Aadhar No. _____) son/daughter of _____ aged about _____, residing at _____, (PAN _____) here in after 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]</p> <p>[If the Allottee is a HUF] Mr. /Ms. _____ (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</p>		
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<p>meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).</p> <p style="text-align: center;">[OR]</p> <p>[If the Allottee is a Limited Liability Partnership firm] _____ a LLP registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at _____ (PAN _____), represented by its Designated 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).</p> <p style="text-align: center;">[OR]</p> <p>[If the Allottee is a Co-operative Society] _____, a co-operative society registered under the provisions of the _____ [Central or State legislation] having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____ (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).</p> <p>[Please insert details of other allottee(s), in case of more than one allottee]</p> <p>The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".</p> <p>WHEREAS:</p> <p>A. The Promoter is the absolute and lawful owner of [khasra nos./survey nos.] [Please insert/land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in Tehsil & District _____</p>		
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	<p>_____ (“Said Land”) vide sale deed(s) dated _____ registered as document(s) No. _____ at the office of the Sub-Registrar _____;</p> <p>[OR]</p> <p>_____ (“Owner”) is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“Said Land”) vide sale deed(s) dated _____ registered as document(s) No. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document(s) No. _____ at the office of the Sub-Registrar;</p> <p>[OR]</p> <p>The Promoter is a lessee of [khasra nos. / survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“Said Land”) under a registered lease dated _____ registered as document(s) No. _____, at the office of the Sub-Registrar, _____ executed by a statutory body/urban local body in favour of the Promoter specifically for the purpose of development of the real estate project as defined under the Act;</p> <p>B. The Said Land or part thereof is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multi-storied apartment buildings and [insert any other components of the Projects] and the said project shall be known as (“Project”);</p> <p>[OR]</p> <p>The Said Land or part thereof is earmarked for the purpose of plotted development of a [commercial / residential / any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as ‘_____’ (“Project”);</p>	<p>Deleted- executed by a statutory body/urban local body</p> <p>Explanation- Lesser can be any person/body/institution/government authority etc.</p> <p>Added: or part thereof</p> <p>Explanation: In some sites, the project can also be a portion of the land and not the entire land that will be carved out as a ‘RERA registered project’</p> <p>Added: or part thereof</p>	<p>Recital A has been completely replaced in view of comments from Maharashtra.</p> <p>This is not agreed.</p>
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	<p>Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;</p>	<p>Explanation: In some sites, the project can also be a portion of the land and not the entire land that will be carved out as a 'RERA registered project'</p>	<p>This is not agreed.</p>
C.	<p>The Promoter/ Promoter for himself along with landowner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/ landowner regarding the Said Land on which Project is to be constructed have been completed;</p>	<p>Added- / Promoter for himself along with Added- /Landowner</p>	
D.	<p>The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing registration no. _____;</p>	<p>Explanation- In many projects Promoter (Developer) is not owners of the land and is developing the said land various capacity holder and thus this agreement should also be executed by the Promoter (landowner) so as to bind them.</p>	<p>This is agreed.</p>
E.	<p>The Promoter has obtained the final sanctioned layout plan/sanctioned plan, specifications and approvals in respect of the Project and also for the apartment, plot or building, as the case may be, from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans of the project except in strict compliance with section 14 of the Act and other laws as applicable;</p>	<p>Added- Sanctioned Explanation- Projects can commence based on sanctioned layout plans alone as permitted by some Local Development Control Regulations.</p> <p>Added: in respect of Explanation: This is to specify the registered real estate project under RERA which has clear sanctions from competent authorities.</p> <p>Added: of the project Explanation: To avoid any mis-understandings, this is to specify the registered real estate project under RERA.</p>	<p>Recital E has been completely replaced in view of comments from Maharashtra.</p>

	<p>F. The Promoter has registered the Project, as required under the provisions of the Act with the (Name of State/ Union Territory) Real Estate Regulatory Authority at _____ No. _____ Under registration.</p> <p>G. The Allottee had applied for an apartment 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 garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking), as permissible under the applicable law shall be hereinafter referred to as the "Apartment" more particularly described in Schedule 'B-1' and the floor plan of the apartment is annexed hereto and marked as Schedule 'B-2'; and undivided proportionate share in the project common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act as agreed to be given as per the terms herein below;</p> <p style="text-align: center;">[OR]</p> <p>The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking admeasuring _____ square feet (if applicable)] in the _____ Please insert the location of the garage/covered parking), as permissible under the applicable law and undivided proportionate share in the project common areas ("Common</p>	<p>Added: as required Explanation: Some projects may not need registration as per Section 3 (2) of the Act.</p> <p>Replaced: as permissible under the applicable law and undivided proportions, share in the common area ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule 'B-1' and the floor plan of the apartment is annexed hereto and marked as Schedule 'B-2' Added: yellow clause Explanation: This only clearly states the delivery of the 'apartment' as agreed to be purchased by the allottee along with the price paid by the allottee for undivided share in common areas.</p> <p>Added- Project Explanation- This is to restrict the common areas to the project as described in the schedule of definitions attached herein below)</p>	<p>This is not agreed.</p> <p>Recital G has been completely replaced in view of comments from Maharashtra.</p>
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	<p>Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Plot” more particularly described in Schedule ‘B’);</p> <p>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;</p> <p>I. _____ [Please enter any additional disclosures/details];</p> <p>J. 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;</p> <p>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;</p> <p>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/Plot] and the garage/covered parking (if applicable) as specified in Para. G.</p> <p>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:</p> <p>1. DEFINITIONS: For the purpose of this Agreement for Sale, the definitions as provided under section 2 of the Real Estate (Regulation and Development) Act, 2016 shall apply, unless the context otherwise requires. The definitions are set out in Schedule ‘A’.</p> <p>2. TERMS:</p> <p>2.1 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 [Apartment/Plot] as specified in Para G;</p>	<p>This is agreed.</p> <p>Price breakup has to be mandatorily disclosed by the</p>
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- 2.2. The Total Price for the Apartment/Plot based on the carpet area is Rs. _____ (Rupees only) ("Total Price") (Give break up and description):

Block/Building/Tower, Apartment no.	no.	Rate of Apartment per square feet*
Type		
Floor		
Total price (in rupees)		

* Provide breakup **(if demanded by the allottee)** of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per **Para 12** etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	_____

[OR]

Plot no. _____	Rate of Plot per square feet *
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Added: if demanded by the allottee

Explanation: The transactions that take place today for various reasons for the benefit of the allottee (increase in borrowing capacity from banks) are an all-inclusive price. However if any allottee wishes for a break-up the said option is clearly available.

Replaced- Para 11 to 12

Added: if demanded by the allottee

Explanation: The actual nature of transactions that happen on a daily basis are mainly an all-inclusive pricing for the Allottees benefit of getting a bank loan. However, as an option for some allottees that do wish for the break-up, this can be kept.

promoter, it should not be given to allottee on demand.

This is not agreed.

Price breakup has to be mandatorily disclosed by the promoter, it should not be given to allottee on demand.

Type _____	
Total price (in rupees)	

* Provide breakup **(if demanded by the allottee)** of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	_____

Explanation:

2.2.1 The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Plot;

2.2.2 The Total Price above includes**/excludes** Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment / plot to the allottee and the project to the association of allottees or **any other body as agreed or** the competent authority, as the case may be, after obtaining the completion certificate **as per specifications agreed herein and attached as Annexure-....**

Added: excludes
Explanation: The taxes are always taken as a separate head and accounted separately by the Developer. This is also keeping in mind tax policies and tax calculations for various tax authorities. Additionally, these are pure commercial terms which are agreeable between two parties and hence kept as both options.

Added: any other body as agreed or
Explanation: There are various forms of ultimate bodies which can be formulated based on the respective state of Central legislations- eg- Societies Society, Company Law, Trust, Partnership Law etc.

Added- as per specifications agreed herein and attached as Annexure....

Explanation- For every apartment the agreed specifications may vary and thus given the flexibility for both allottee and Promoter.
Added- The abovementioned Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable

This is not agreed.

All the details of price, rates, taxes etc. are to be specified and included in total price of the unit.

There should not be any extra/ over & above cost on total price of the unit.

This is not agreed.

Any entity/body of allottees such as- Apartments Owners' Association, Residents Welfare Association etc. may be referred as- 'Association of Allottees'.

	<p><i>The abovementioned Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment / plot to the allottee and the project to the association of allottees or any other body as agreed shall be paid separately by the allottee and on payment of the same the Promoter shall issue a receipt to the allottee acknowledging the said payment.</i></p> <p>Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/ modification:</p>	<p>by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment / plot to the allottee and the project to the association of allottees or any other body as agreed shall be paid separately by the allottee and on payment of the same the Promoter shall issue a receipt to the allottee acknowledging the said payment.</p> <p>Explanation: The taxes if collected separately, the allottee shall receive a receipt of such payment and the Promoter is then bound to not make any unjust enrichment against any public body for retaining such amounts. Additionally, these are pure commercial terms which are agreeable between two parties and hence kept as both options</p> <p>Added- (except for the period of force majeure)</p> <p>Explanation- It is suggested that if completion time is extended due to force majeure, then the promoter can demand any increased tax if such increase is made during the extended completion date due to force majeure.</p> <p>Replaced: 30 days to 15 days</p> <p>Explanation: The period of one month in many cases of construction cycle is effectively the next sab of payment schedule as agreed especially during RCC stage. It is suggested that 15 days is reasonable for allottee/financial</p>	<p>All the details of price, rates, taxes etc. are to be specified and included in total price of the unit.</p> <p>There should not be separate payment of taxes for better clarity and transparency.</p> <p>In case of force majeure, The regulatory authority issues the fresh certificate and project</p>
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	<p>Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion <i>(except for the period of force majeure)</i> 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;</p> <p>2.2.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule "C" ("Payment Plan") and the Allottee shall make payment demanded by the Promoter within <i>15 (fifteen)</i> days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;</p> <p>2.2.4 The Total Price of Apartment/Plot <i>(subject to the nature of Apartment/plot agreed)</i> 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 electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, or <i>as per specifications agreed herein and attached as Annexure-.....</i>; fire detection and fire-fighting equipment in the common areas, maintenance charges as per <i>Para 12</i> etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project.</p>	<p>institutional to process the payment and keep up with payment against works at site.</p> <p>Added: subject to the nature of Apartment/ plot agreed Explanation: This is for certain apartments that are agreed to be sold and bought as bare-shell or with limited specifications within the apartment except for common facilities as agreed by the allottee and the price paid for the same.</p> <p>Added- or as per specifications agreed herein and attached as Annexure-.....; Explanation- Specifications should be attached for better clarity for allottee and these may vary from each agreed terms between allottee and Promoter.</p> <p>Replaced- Para 11 to Para 12</p>	<p>completion date; there it is not require to be mentioned.</p> <p>This is not agreed. Reducing the period from 30 days to 15 days for payment by the allottee, is against the overall interest of allottee.</p> <p>No need to mention the exceptional cases as it will lead to confusion and may be misused against the allottees.</p>
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			The specifications are provided in separate Schedules to the Agreement.
2.3	<p>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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.</p>		
2.4	<p>The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan").</p>		
2.5	<p>Upon payment of any amount by the Allottee, the Promoter shall issue a written duly signed and stamped receipt providing all the relevant details including the name, address and PAN of the allottee, the name and address of the Project, the date of receipt of payment, amount received in figures and words, mode of payment, the purpose of payment.</p>		
2.6	<p>The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @%</p>		

	<p>per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.</p>		
2.7	<p>It is agreed that the Promoter shall (subject to prior disclosures to the Allottee and the allottee agreeing to the same) not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein. at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. 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.</p>	<p>Added: subject to prior disclosures to the Allottee and the allottee agreeing the same.</p> <p>Explanation: If the allottee has been made aware clearly and the purchase of the unit/plot is agreeable to such disclosures, it is suggested to give the parties the flexibility keeping in mind the nature of commercial transaction as agreed between two parties.</p>	
2.8	<p>[Applicable in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area which is more than three percent of the carpet area of the apartment then the Promoter shall refund the excess money paid by Allottee within forty-five 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 more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.</p>	<p>Replaced: which is more than three percent of the carpet area of the apartment</p> <p>Explanation: This is keeping in mind acceptable parameters under Legal Metrology Act and their rules.</p> <p>Removed: Not; Included: More than</p> <p>Explanation: Even as accepted as parameters in Legal Metrology Act along with parity when there is reduction in area of the same percentage.</p>	<p>This is not agreed. Prior disclosures to the allottee may be misused by the promoter and thus, maybe against the interest of homebuyers.</p> <p>No Change required.</p>
2.9	<p>Subject to clause 10.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:</p>	<p>Added- Leasehold Right</p>	<p>Mentioning any reduction in carpet area is totally against the interest of homebuyers.</p>

	<p>(i) The Allottee shall have exclusive ownership/leasehold right of the Apartment/Plot;</p> <p>(ii) The Allottee shall also have undivided proportionate share/interest 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. It is clarified that the promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;</p> <p>(iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot <i>subject to necessary safety measures followed by the Allottee as established by the Promoter/s at the site.</i></p> <p>2.10 It is made clear by the Promoter and the Allottee agree that the Apartment/Plot along with garage / covered parking shall be treated as a single indivisible unit for all purposes, <i>however wherever necessary, it shall be kept in mind that the project is/is not part of a larger layout.</i> It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a 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 <i>except for the purpose of integration of infrastructure/services/facilities/design/amenities as agreed for the benefit of the Allottee.</i> It is clarified that Project's facilities and amenities shall be</p>	<p>Explanation- Allottee can also hold leasehold rights based on the title held by the Promoter/landowner.</p> <p>Removed: as the case may be Included: subject to necessary safety measures followed by the Allottee as established by the Promoter/s at the site.</p> <p>Explanation: The allottees as to follow the safety and security measures kept at site for all personnel's including visitors for their own benefit and for others and the site being overall kept with some norms of safety and security.</p> <p>Added: however wherever necessary, it shall be kept in mind that the project is/is not part of a larger layout</p> <p>Added: services/ facilities/design as agreed</p> <p>Added- except for the purpose of integration of infrastructure / services / facilities / design / amenities as agreed for the benefit of the Allottee.</p>	<p>Therefore, it cannot be accepted. This is not agreed.</p> <p>It may be a part of Part B of AFS.</p> <p>This is not agreed. The issue of leasehold rights may be incorporated in Part B.</p> <p>This is agreed.</p>
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	<p>available only for use and enjoyment of the Allottees of the Project <i>except where such infrastructure/services/facilities/design/amenities that are clearly disclosed by the Promoter to be as part of larger layout.</i></p> <p><i>It is also clarified that sanctioned open car parks that are limited common areas shall be allocated wherever necessary as permitted under State/Local Laws.</i></p> <p>2.11 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 liability, mortgage loan and interest thereon before</p>	<p>Added- except where such infrastructure/services/facilities/Design/amenities that are clearly disclosed by the Promoter to be as part of larger layout.</p> <p>Explanation- Since some Registered Real Estate Project could be a phase of a larger plot, for purposes of certain services, infrastructure etc this will be useful for allottees to avoid disputes amongst phases.</p> <p>Added- It is also clarified that sanctioned open car parks that are limited common areas shall be allocated wherever necessary as permitted under State/Local Laws.</p> <p>Explanation- Wherever sanctioned open car parks are properly assigned as per State/Local laws, the chances of disputes amongst allottees minimizes.</p>	<p>The issue of sharing the infrastructure/services/facilities/design/amenities and open car parking are very wide issues which are being taken up by CREDAI since long.</p> <p>These seem to be the genuine issue of promoter; however these may be detrimental to the interests of homebuyers.</p> <p>This would require detailed deliberation with all stake holders and amendment in RERA.</p>
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	<p>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.</p>		This is not agreed since state laws cannot override the requirement of RERA.
2.12	<p>The Allottee has paid a sum of Rs. (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment/Plot 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 Apartment/Plot as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein:</p> <p>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 Rules.</p>		
3.	<p>MODE OF PAYMENT:</p> <p>Subject to the terms of the Agreement and the Promoter abiding by the construction 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 _____ payable at _____.</p>		
4.	<p>COMPLIANCE OF LAWS RELATING TO REMITTANCES:</p>		
4.1	<p>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 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 the Agreement shall be</p>		

	<p>made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time,</p>		
4.2	<p>The Promoter accepts no responsibility in regard to matters specified in Para 4.1 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 if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.</p>		
5.	<p>ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/hereunder any head(s) of dues against lawful outstanding of the allottee against the Apartment/Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p>	<p>Added: and specified in this agreement.</p>	
6.	<p>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 Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be <i>and specified in this agreement. The allottee shall also abide by the time schedule for necessary payments agreed and responsibilities to be undertaken by him as per terms of this agreement.</i></p>	<p>Explanation: This is for better a clear understating of how the common areas shall be handed over to the association/ultimate body of the project even where local laws are to be considered.</p> <p>Added- The allottee shall also abide by the time schedule for necessary payments agreed and responsibilities to be undertaken by him as per terms of this agreement.</p>	

	<p>7. CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the proposed project in the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities. 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 bye-laws, FAR and density norms and provisions prescribed by the [Please insert 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/or any prior disclosures made to the Allottee which has been agreed, and breach of this term by the Promoter shall constitute a material breach of the Agreement.</p>	<p>Explanation- Time is of essence equally for the Allottee to comply as per terms of the agreement.</p> <p>Removed: illegible ; included: the proposed</p> <p>Added: and/or any prior disclosures made to the Allottee which has been agreed.</p> <p>Explanation: If the allottee has been made aware clearly and the purchase of the unit/plot is agreeable to such disclosures, it is suggested to give the parties the flexibility keeping in mind the nature of commercial transaction as agreed between two parties.</p>	<p>This is not agreed. The term 'and specified in this agreement' is not required to be mentioned.</p> <p>This is not agreed. 'Time is essence' is only for the promoter and not for the allottee in order to safeguard the interest of allottees.</p> <p>This is not agreed.</p>
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	<p><i>Any changes requested in the future by the allottee and agreed by the Promoter shall not be termed as material breach of this agreement.</i></p>	<p>Added- Any changes requested in the future by the allottee and agreed by the Promoter shall not be termed as material breach of this agreement.</p> <p>Explanation- This will allow allottee for some changes subsequent to execution of agreement and thus protect the Promoter from any claims of material breach of the agreement terms.</p>	
8.	<p>POSSESSION OF THE APARTMENT/PLOT:</p>		
8.1	<p>Schedule for possession of the said Apartment/Plot – <i>Subject to the Allottee clearing all payments and dues as agreed</i>, the Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.</p>	<p>Added: Subject to the Allottee clearing all payments and dues as agreed</p> <p>Explanation: This is for clarity that all payments as agreed to be paid by the allottee are fully cleared before legal possession is given to allottee so as to avoid any multiplication of disputes.</p>	<p>This is not agreed.</p> <p>Prior disclosures to the allottee may be misused by the promoter and thus, maybe against the interest of homebuyers.</p>
8.2	<p>The Promoter assures to hand over possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ 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 Apartment/Plot, 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 it becomes impossible for the Promoter to implement the project <i>due to no fault of the developer and/or non-compliance of the terms agreed by the allottee herein and/or</i> 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 45 days from that date <i>except any statutory payments made for which the Promoter shall facilitate the allottee for the same. It is also agreed that the allottee shall strictly abide by the terms of the agreement to avoid any cancellation or proceedings initiated by Promoter.</i> The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the</p>	<p>Added: due to no fault of the developer/and or non-compliance of the terms agreed by the allottee herein</p> <p>Explanation: There are various circumstances that are fully beyond the control of the Developer in delivery of the project such as Competent authorities delaying various permissions/NOC's or strike of material suppliers or orders of court/govt to blanket stoppage of work in some region/area eg- AQI levels in some</p>	<p>This is not agreed.</p> <p>No need to mention about any future agreement between the parties.</p> <p>This is not agreed.</p> <p>Payment terms are already part of AFS and it should not be made</p>

	<p>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.</p>	<p>parts of the country and/or non-abiding of terms such as in time payments due from allottee.</p> <p>Added- except any statutory payments made for which the Promoter shall facilitate the allottee for the same. It is also agreed that the allottee shall strictly abide by the terms of the agreement to avoid any cancellation or proceedings initiated by Promoter.</p> <p>Explanation- Promoter can only refund the amount received by him and not any other payments made towards statutory dues including stamp duty, registration charges, Cess, GST etc. The allottee should equally be responsible for his agreed terms so as to avoid being a delinquent allottee and consequences thereof.</p>	<p>mandatory for the possession in order to safeguard the interest of allottees.</p> <p>This is not agreed. Adding any exception may be detrimental to the interests of allottees.</p>
8.3	<p>Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee subject to all payments and dues being cleared by the Allottee as agreed, within two months of obtaining the occupancy certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of</p>	<p>Added: subject to all payments and dues being cleared by the Allottee as agreed</p> <p>Explanation: This is for clarity that all payments as agreed to be paid by the allottee are fully cleared before legal possession is given to allottee so as to avoid any multiplication of disputes.</p>	<p>This is not agreed. Adding any exception may be detrimental to the interests of allottees.</p>

	<p>the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>		
8.4	<p>Failure of Allottee to take Possession of Apartment / Plot-Upon receiving a written intimation from the Promoter as per para 8.3, the Allottee shall take possession of the Apartment/Plot from the Promoter within 15 days by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.3.</p>	<p>Added: within 15 days Explanation: The period of 15 days is sufficient time as notice to take possession after all payments is fully made by the allottee. Any period beyond 15 days becomes too long especially when all maintenance, outgoings and taxes are ongoing to be paid after unit/plot is ready after OC.</p>	
8.5	<p>Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment/Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].</p>		<p>This is not agreed. Adding any exception may be detrimental to the interests of allottees.</p>
8.6	<p>Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:</p> <p>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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.</p>		<p>T</p>
8.7	<p>Death of Allottee- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs choose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as</p>		<p>This is not agreed. Reducing the period from 30 days to 15 days for payment by the</p>

	<p>Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest thereon. The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment. Such intimation shall be in writing to the Promoter by all the legal heirs.</p>		
8.8	<p>Compensation - The Promoter shall (in the absence of title insurance) 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event or any other reasons beyond the control of the Promoter, if the promoter fails to complete or is unable to give possession of the Apartment/Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.2; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five 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</p>	<p>Added: in the absence of title insurance</p> <p>Explanation: This is specifically stated as compensation for title is something which is covered under insurance and under Section 16 of RERA Act. However, there are not enough Insurance we are giving title insurance or the cost of the same is extremely high.</p> <p>Added: or any other reasons beyond the control of the Promoter,</p> <p>Explanation: There are various circumstances that are fully beyond the control of the Developer in delivery of the project such as Competent authorities delaying various permissions/NOC's or strike of material suppliers or orders of court/govt to blanket stoppage of work in some region/area eg- AQI levels in some parts of the country.</p>	<p>allottee, is against the overall interests of allottee.</p>

	<p>prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.</p> <p>9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter/Owner hereby represents and warrants to the Allottee as follows:</p> <p>(i) The [Promoter] has marketable title with no bar on constructing and /or selling the said apartment/unit as disclosed under RERA Registration/Title Report and /or have 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;</p> <p>ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;</p>	<p>Added- Owner Explanation- In some forms of development rights given to Promoter, the landowner is still part of the project as 'Promoter' and thus such responsibility of title remains with them.</p> <p>Added: marketable title with no bar on construction and / or selling the said apartment/unit as disclosed under RERA Registration/Title report and / or have Explanation: In cases where there is title defect a disclosed by the Promoter to authority under RERA Act. So long as there is no bar of construction or sale of unit/plot, there should be a clear explanation give in agreement (wherever required).</p> <p>Added: except those specifically disclosed Explanation: The Act allows under Section 4 (2) (b) and Section 4 (2)(I)(B) to have clear disclosure about any cases, encumbrances etc.</p>	<p>This is not agreed.</p> <p>Title insurance is to be taken by promoter and he is also responsible to claim under the insurance if any.</p> <p>Irrespective of insurance, promoter is responsible for making compensation to allottee in case of defect in title of the land.</p> <p>This is not agreed. The term 'any other reason' is very vague and subject to misinterpretation.</p> <p>This is agreed.</p>
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	<p>iii) There are no encumbrances upon the said Land or the Project except those specifically disclosed. [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]</p> <p>(iv) There is no litigation pending before any Court of law or Authority except those specifically disclosed with respect to the said Land, Project or the Apartment/Plot;</p> <p>(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, till receipt of occupation certificate, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Plot and common areas;</p> <p>(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;</p> <p>(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 Apartment/Plot which will, in any manner, affect the rights of Allottee under this Agreement;</p>	<p>Added: till receipt of occupation certificate Explanation: There needs to be a clear date for transfer of responsibility of compliance and supervision of conditions being performed as per OC, NOC's etc of competent authorities to the allottee.</p> <p>Added: subject to the relevant state laws and Rules Explanation: This is keeping in mind Section 11 (4) (e) Proviso, the local laws and the state's respective Rules and Regulations should also be considered.</p> <p>Added: provided the title to sell the same is clearly taken by the Promoter</p>	<p>"The Promoter/Landowner hereby represents and warrants to the Allottee as follows:"</p> <p>This is not agreed. Deletion of terms such as- 'absolute', 'clear' may be detrimental to the interests of allottees.</p> <p>The provision of AFS is more comprehensive which protect the interests of homebuyers.</p> <p>This is not agreed. Prior disclosures to the allottee may be misused by the promoter and thus, maybe against the interest of homebuyers.</p> <p>This is not agreed. The provision of AFS is more comprehensive and protects the interests of homebuyers.</p>
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	<p>(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Plot to the Allottee in the manner contemplated in this Agreement;</p> <p>(ix) At the time of execution of the conveyance deed the Promoter shall subject to the relevant state laws and Rules handover lawful, vacant, peaceful, physical possession of the Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;</p> <p>(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, provided the title to sell the same is clearly taken by the Promoter and disclosed in the Title Certificate/RERA Registration;</p> <p>(xi) The Promoter has duly paid till receipt of Completion certificate continue to pay and discharge all unpaid 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas</p>	<p>and disclosed in the Title Certificate/RERA Registration</p> <p>Explanation: The Act allows under Section 4 (2) (b) and Section 4 (2)(I)(B) to have clear disclosure about any cases, encumbrances etc. Additionally, there is nothing in law that disentitles a Promoter to sell HUF property subject to getting necessary clear title for the same.</p> <p>Removed: and</p> <p>Added: till receipt of Completion certificate continue to pay and discharge all unpaid</p> <p>Explanation: There needs to be a clear cut-off date of responsibility of promoter to make such payments which the allottee should not be burdened on.</p> <p>Added: or</p> <p>Added: which has any direct bearing on the contraction and/or sale of the apartment/plots of the Allottee.</p> <p>Explanation: The Act allows under Section 4 (2) (b) and Section 4 (2)(I)(B) to have clear disclosure about any cases, encumbrances etc. So long here</p>	<p>Promoter has to comply with all applicable laws irrespective of receipt of occupation certificate.</p> <p>This is not agreed. The provision of AFS is more comprehensive and protects the interests of homebuyers.</p> <p>This is not agreed. The provision of AFS is more comprehensive and protects the interests of homebuyers.</p>
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	<p>(equipped with all the specifications, amenities and facilities) has been handed over to the allottee <i>and/or</i> the association of allottees or the competent authority, as the case may be;</p>	<p>is no bar for the Promoter to construct/ sell the registered real estate project.</p> <p>Added: if required Explanation: Some projects may not need registration as per Section 3 (2) of the Act and thus no need to submit any documents under Section 4.</p> <p>Changed 'Had' to 'Has'</p>	<p>The proposed provision may be misused and detrimental to the interests of homebuyers.</p>
	<p>(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) <i>which has any direct bearing on the construction and/or sale of the apartment/plots of the Allottee</i> has been received by or served upon the Promoter in respect of the said Land and/or the Project.</p>		<p>This is not agreed. The provision of AFS is more comprehensive and protects the interests of homebuyers.</p>
	<p>(xiii) The Promoter <i>(if required) has</i> submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this real estate project. The said documents are available on the www. Website of Regulatory Authority.</p>	<p>Added: and shall be further bound by the conditions of such insurance policy. Explanation: This is to make the terms clear keeping in mind Section 16 (3) of the Act.</p>	<p>Promoter has to comply with all applicable laws irrespective of completion certificate.</p>
	<p>(xiv) The Promoter shall be liable to pay such compensation to the Allottees in the manner provided in the Act, if he fails to discharge any other obligation imposed on him under the Act or the rules or regulations made there under or in accordance with the terms and conditions of this agreement.</p>		<p>This is agreed. The term "or" may be added.</p> <p>This is not agreed. The provision of AFS is more comprehensive and protects the interests of homebuyers.</p> <p>Promoter has to declare about any notice irrespective of direct or indirect bearing on construction/ sale of unit.</p>

	<p>(xv) The Promoter hereby confirms that the premium charges for applicable insurance are paid and he has transferred the insurance policy and handed over the policy papers to the benefit of the allottee or the association of allottees and shall be further bound by the conditions of such insurance policy, as the case may be.</p> <p>(xvi) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees and without the prior written approval of the Authority. The Promoter shall have no right, as an Allottee itself, to vote for such transfer. It is specifically assured and acknowledged that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings in the Project under this Agreement by the erstwhile promoter and the transferee or assignee promoter shall be equally and fully bound by this Agreement with respect to the allotment and the Allottee.</p> <p>(xvii) After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartments which remain unsold apartment/plots/sanctioned parking/garage and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments, as payable by other unoccupied apartments/plots determined by the association of allottees.</p> <p>(xviii) The Promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:</p>	<p>Added: apartment/plots/sanctioned parking/garage. Explanation: Any unsold area which is allowed to be sold by the Promoter should be given this clarity.</p> <p>Added: payable by other unoccupied apartments/plots. Explanation: This is to reduce future dispute on payment of unsold units by the Promoter and give parity to similar such units sold but unoccupied for which services are not fully utilised.</p> <p>Deleted 9 (xix) and put in Para 11.2- An Allottee of the apartment, plot or building, as the case may be, will participate towards the formation of an association or society of the allottees. Explanation- This cannot be a representation of the promoter but</p>	<p>The provision of AFS is more comprehensive and protects the interests of homebuyers. This is not agreed.</p> <p>This is agreed. The term 'had' may be replaced with 'has'.</p> <p>This is not agreed since it is not strictly in terms of section 16(3) of RERA.</p>
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	<p>Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;</p> <p>(xix)–An Allottee of the apartment, plot or building, as the case may be, will participate towards the formation of an association or society of the allottees.</p> <p>10. EVENTS OF DEFAULTS AND CONSEQUENCES:</p> <p>10.1 Subject to the Force Majeure clause or default of allottee or any other reasons beyond the Promoter's control, the Promoter shall be considered under a condition of Default, in the following events:</p>	<p>should be made a covenant of the allottee.</p> <p>Added: or default of allottee or any other reasons beyond the Promoter's control default of allottee</p> <p>Explanation: There are various circumstances that are fully beyond the control of the Developer in delivery of the project such as Competent authorities delaying various permissions/NOC's or strike of material suppliers or orders of court/govt to blanket stoppage of work in some region/area e.g. - AQI levels in some parts of the country or default of allottee in not abiding by terms such as payment done in time.</p> <p>Added: as agreed with the Allottee</p> <p>Explanation: This is to broadly cover all forms and finishes of apartments/plots as agreed to be purchased by the allottee.</p> <p>Added: Unless agreed otherwise between the Allottee and the Promoter</p> <p>Explanation: This is to broadly cover all forms of apartments as agreed to be purchased by the allottee eg. Bare shell units, semi-finished units with only few</p>	<p>This is agreed as under:</p> <p>"(xvii) After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartment/ plot/ sanctioned parking/ garage which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments, as determined by the association of allottees."</p> <p>This is agreed. However, it cannot be made part of clause 11.2 of AFS.</p> <p>It may be mentioned in clause 16 of AFS.</p>
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<p>(i) Promoter fails to provide 'ready to move in possession' of the Apartment/Plot as agreed with the Allottee within the time period specified in para 8.2 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. Unless agreed otherwise between the Allottee and the Promoter, for the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, have been issued by the competent authority;</p> <p>(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 there under.</p> <p>10.2 In case of Default by Promoter under the conditions listed above, an Allottee is entitled to the following:</p> <p>10.2.1 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 milestones and only thereafter the Allottee be required to make the next payment without any interest; or</p> <p>10.2.2 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:</p>	<p>specifications as agreed and paid for by the allottee.</p> <p>This is not agreed. The clause cannot be vague. Events of Force Majeure have already been defined under RERA.</p> <p>This is not agreed. Both the suggestions may be misused by Promoter and thus detrimental to the interests of homebuyers.</p> <p>Removed: Consecutive Added: One Explanation: There needs to be clear timelines for default of allottee making due payment and termination and cannot be kept for 'consecutive' months. This will impact cash-flow of project and thus delivery timelines for no fault of the Promoter.</p>	
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	<p>Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.</p> <p>10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following event: In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [Schedule 'C'), 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 prescribed in the Rules; Provided that in case of Default by Allottee under the condition listed above continues for a period beyond one month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.</p> <p><i>The allottee shall be present along with the original copy of this agreement before the Sub-Registrar for cancellation of the said agreement within 15 days of the date of termination and shall handover all original copies to the Promoter.</i> Provided further that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. <i>The said delay in making payments as per agreed terms by the allottee shall be treated as no default on behalf of the Promoter in delay of the project.</i></p>	<p>Added: The allottee shall be present along with the original copy of this agreement before the Sub-Registrar for cancellation of the said agreement within 15 days of the date of termination and shall handover all original copies to the Promoter</p> <p>Explanation: In the absence of any procedure for cancellation of registered document, it shall be necessary on the allottee to be present for cancellation when he/she or not which to proceed further without any delay.</p> <p>Added: The said delay in making payments as per agreed terms by the allottee shall be treated as no default on behalf of the Promoter in delay of the project.</p> <p>Explanation: This is primarily to bring clarity to avoid interpretational disputes of onus on the allottee to make the necessary payments so as to not have the project delayed and thus take advantage of interest/compensation.</p> <p>Added- Binding Effect Clause</p> <p>Explanation- This is see to it that the allottee takes effort to come for paying of stamp duty and being present for registration of the agreement or would otherwise would be treated as</p>	<p>This is not agreed as the same is detrimental to the interests of allottee.</p>
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	<p>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 [Schedule "C"] within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 30 (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.</p>	<p>cancelled after following due process and reasonable time.</p>	<p>This is not agreed. Both the suggestions seem to be one-sided condition against the allottee.</p>
<p>11. CONVEYANCE OF THE SAID APARTMENT</p> <p>11.1 The Promoter, on receipt of Total Price of the Apartment/Plot as per para 2.2 under the Agreement from the Allottee and all other dues paid by the Allottee as agreed, shall subject to the relevant Local laws/rules execute a conveyance deed and convey the title of the [Apartment/Plot] together with undivided proportionate share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion</p>	<p>Added: and all other dues paid by the Allottee as agreed.</p> <p>Explanation: To avoid multiplicity of disputes in the future, the conveyance shall be completed once all dues owed to the Promoter are cleared.</p> <p>Added: subject to the relevant Local laws/rules</p> <p>Explanation: Some states have specific Rules that govern the details of conveyance and rights of allottees so long as they are not contrary to RERA provisions.</p> <p>Replaced from Para 9 (xix)</p> <p>Explanation- This is a responsibility of the allottee and not part of representation and warranties of Promoter.</p>	<p>This is not agreed.</p>	

	<p>certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.</p> <p>11.2 The Promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act, or the rules and regulations made there under or to the Allottee as per this Agreement for Sale, or to the association of Allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the Allottees, or the common areas to the association of Allottees or the competent authority, as the case may be.</p> <p><i>It shall be agreed that the above obligation of the Promoter shall be only subject to the Allottee of the apartment, plot or building, as the case may be, participating towards the formation of an association or society of the allottees.</i></p> <p>12. MAINTENANCE OF THE SAID BUILDING / APARTMENT/PROJECT: The Promoter/<i>any service provider as agreed</i> shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment/Plot. <i>It shall however be the</i></p>	<p>Added- It shall be agreed that the above obligation of the Promoter shall be only subject to the Allottee of the apartment, plot or building, as the case may be, participating towards the formation of an association or society of the allottees.</p> <p>Explanation-There needs be equal responsibility on the allottee to also come forward to execute such formation of ultimate body.</p> <p>Added: /any service provider as agreed</p> <p>Explanation: Many projects in bigger cities now have professional teams that look after day-to-day maintenance of projects especially when this is agreed by the allottee.</p> <p>Added- It shall however be the duty of the allottee to pay all necessary maintenance charges in time for the services to continue, failure of such payments shall not render any responsibility on the Promoter to continue such services.</p> <p>Additionally, the right of the allottee to use the common areas and facilities shall always remain subject to the allottee diligently paying all maintenance charges on time and abiding by conditions of usage.</p>	<p>The term 'All other dues' is vague and detrimental to the interests of allottee. This is not agreed.</p> <p>This is not agreed. Such conditional provision is not in the interests of allottee.</p>
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	<p><i>duty of the allottee to pay all necessary maintenance charges in time for the services to continue, failure of such payments shall not render any responsibility on the Promoter to continue such services. Additionally, the right of the allottee to use the common areas and facilities shall always remain subject to the allottee diligently paying all maintenance charges on time and abiding by conditions of usage.</i></p> <p>13. 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 <i>agreed terms but not later than the</i> date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days <i>subject to the Allottee satisfying the conditions of general compliances that have any bearing on the defect as stated in this agreement</i>, 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.</p>	<p>Explanation- The cost of service is to be borne by the allottee and any such payments not made in time cannot be at the cost of the Promoter bearing the same for continuing such service. The allottee should abide by all terms agreed for usage of such areas and payment of such services/facilities in time.</p> <p>Added: agreed terms but not later than the</p> <p>Explanation: Mainly to cover clear agreed responsibilities of the allottee to take care of the apartment/ building and common areas and for which on default of the allottee this should not burden the Promoter.</p> <p>Added: subject to the Allottee satisfying the conditions of general compliances that have any bearing on the defect as stated in this agreement</p> <p>Explanation: Keeping in mind Clause 16 of this agreement draft, the liability should be on the Promoter to resolve any defects. Promoter should not unnecessarily be burdened to rectify such defects for faults purely attributed by the allottee under the compliances necessary to maintain the project.</p>	<p>This is not agreed. However, the deleted clause 9 (xix) is being mentioned in clause 16 of AFS.</p> <p>This is not agreed. The same is contrary to section 11 (4)(e) of RERA.</p> <p>This is agreed as under:</p> <p>"The Promoter and any service provider appointed by Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of....."</p> <p>This is not agreed. The provision related to 'payment of maintenance charges by allottee' is already covered in clause 8.3 of AFS. Same is reproduced herein under:</p>
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	<p>14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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 [Apartment/Plot] 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.</p> <p>15. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those <i>agreed upon and/or</i> earmarked as parking spaces, <i>and such service areas other than parking spaces allotted/sold</i> shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.</p>	<p>Added: agreed upon and/or Explanation: In some Development Control Regulations, basements can be allowed certain uses which Promoter gets sanction for and these uses are thus specifically agreed to be further given to the allottee/s.</p> <p>Added- and such service areas other than parking spaces allotted/sold</p> <p>Explanation- Parking spaces in covered are that are sold/allotted shall not be reserved for association use but for allottees use/ right.</p>	<p><i>"8.3.....The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same."</i></p> <p>This is not agreed. Both the suggestions in Defect Liability Clause may not be agreed being detrimental to the interests of allottee.</p> <p>The existing provision of the AFS is in the line of the provisions of RERA.</p> <p>This is not agreed since it is detrimental to the interests of allottee.</p>
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	<p>16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot 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 Apartment/Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Plot and keep the Apartment/Plot, 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.</p> <p>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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the Apartment/Plot or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Plot.</p> <p>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 association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>	<p>Added: and / or disclosed Explanation: To consider cases where Promoter can make additions in cases where clear disclosures have been made and agreed by the allottee.</p>	<p>This is not agreed since it is detrimental to the interests of allottee.</p> <p>This following will be added under Clause 16 of AFS (as agreed</p>
	<p>17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:</p>		

	<p>The Parties are entering into this Agreement for the allotment of a Apartment/Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.</p> <p>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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.</p> <p>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 Apartment/Plot/Building 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 Apartment / Plot / Building.</p> <p>20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Act, 2016 as also the [Please insert the name of the State Apartment Ownership] Act) or any other Rules, in so far as it is not inconsistent with the provisions of Act, 2016. The Promoter further assures compliance of various laws/regulations as applicable in, in so far as it is not inconsistent with the provisions of the Act, 2016.</p>	<p>Added: or any other Rules Explanation: Some states have specific Rules that govern different aspects of a project and rights of allottees that may be applicable So long as they are not contrary to provisions of RERA Act.</p> <p>Added: along with all the necessary payments for stamp duty, registration charges or any other cess etc, payable at the time of registration of this agreement Explanation: This is an issue that may be different for every state where need to pay full/ partial stamp duty will arise at time of Registration of this agreement.</p>	<p>above in terms of comment at clause 9(xix) above). To add:</p> <p><i>“An Allottee of the apartment, plot or building, as the case may be, will participate towards the formation of an association of allottees.”</i></p> <p>This is not agreed as it is vague and detrimental to the interests of allottee.</p>
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	<p>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 [Schedule "C"] within 30 (thirty) days from the date of receipt by the Allottee <i>along with all the necessary payments for stamp duty, registration charges or any other cess etc. payable at the time of registration of this agreement</i> and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 30 (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.</p> <p>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 <i>previous</i> understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.</p> <p>23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.</p> <p>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 Apartment/Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the</p>	<p>Added: Previous Explanation: This clause is to keep only past understandings, agreements etc being superseded and merged into terms of this agreement and not any subsequent agreement if done by the allottee and Promoter.</p>	<p>This is agreed as under: "The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Act, 2016 as also the [Please insert the name of the State Apartment Ownership] Act) or any Rules thereunder, in so far as it is not inconsistent with the provisions of Act, 2016. The Promoter further assures compliance of various laws/regulations as applicable in, in so far as it is not inconsistent with the provisions of the Act, 2016."</p> <p>This is not agreed. The issue of registration does not fall within the ambit of RERA.</p>
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	<p>Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment/Plot for all intents and purposes.</p>		
25.	<p>WAIVER NOT A LIMITATION TO ENFORCE:</p> <p>The Promoter may, at its sole option and discretion, without prejudice to its rights asset out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.</p> <p>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.</p>		<p>This is not agreed since the same is detrimental to the interests of allottees.</p>
26.	<p>SEVERABILITY:</p> <p>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.</p>		
27.	<p>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</p> <p>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Plot bears to the total carpet area of all the Apartments/Plots in the Project.</p>		
28.	<p>FURTHER ASSURANCES:</p> <p>Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the</p>		

	<p>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.</p> <p>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, in _____ after the Agreement is duly executed after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence, this Agreement shall be deemed to have been executed at _____.</p> <p>30. 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:</p> <p>_____ _____ _____ Name of Allottee (Allottee Address) Email-</p> <p>M/s _____ Promoter name _____ (Promoter Address) Email-</p> <p>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 email 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.</p> <p>31. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given</p>	<p>Added- Email</p> <p>Explanation- Email is now permissible form of receipt of notice.</p>	
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	<p>by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.</p> <p>32. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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 there under.</p> <p>33. 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 there under including other applicable laws of India for the time being in force.</p> <p>34. 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/conciliation, failing which the same shall be settled as per the provisions of the Act.</p> <p style="text-align: center;">PART-B</p> <p>[Please insert: (A) Additional clauses to be incorporated by States/UTs based on their individual needs and exigencies. (B) Any other terms and conditions as per the contractual understanding between the parties. However, the above additional clauses should not be contrary to or dilute the clauses of Part 'A' in any manner and should be strictly within the scheme of the Act, 2016.]</p>	<p>Added: conciliation Explanation: This is to give RERA authority the tool to allow settlement of disputes between allottee and Promoter vides a forum for amicable settlements before they come to RERA Authority or Adjudicating officer.</p>	<p>This is agreed. The term "Email" may be added as suggested.</p>
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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 _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(2) Signature _____ Name _____ Address _____

Promoter

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____ Name _____ Address _____

At on _ in the presence of:

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

SCHEDULE 'A' DEFINITIONS

[In case of an Apartment]

This is agreed. The term
"conciliation" may be added.

<p>SCHEDULE 'B-1'-PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.</p> <p>SCHEDULE 'B-2'- PLEASE INSERT THE FLOOR PLAN OF THE APARTMENT OR [In case of a Plot] SCHEDULE 'B' PLEASE INSERT DESCRIPTION OF THE PLOT WITH MEASUREMENTS ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.</p> <p>SCHEDULE 'C' PAYMENT PLAN</p> <p>SCHEDULE D' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)</p> <p>SCHEDULE 'E' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)</p> <p>[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]</p> <p style="text-align: center;">Schedule- A DEFINITIONS:</p> <p>A. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);</p> <p>B. "appropriate Government" means the Central Government;</p> <p>C. 'Carpet Area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation. For the purpose of this clause, the expression "exclusive balcony or veranda</p>		
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	<p>area" means the area of the balcony or veranda, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;</p> <p>D. 'Common Areas' mean-</p> <ol style="list-style-type: none"> the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; the common basements, terraces, parks, play areas, open parking areas and common storage. spaces; the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy; the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; all community and commercial facilities as provided in the real estate project; all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; <p>E. "Completion Certificate" means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority</p>		
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	<p>certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;</p> <p>F. "Local Laws" means the laws applicable in the State/Union Territory.</p> <p>G. "Occupancy Certificate" means the occupancy certificate, or such other certificate, by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;</p> <p>H. "Planning Authority" means the Planning Authority established under _____;</p> <p>I. "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;</p> <p>J. "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;</p> <p>K. 'Sanctioned Plan' means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project issued by the [name of the concerned Authority] in accordance with the [name of the concerned Central/State/Union Territory law] and as amended from time to time.</p> <p>L. "Section" means a section of the Act.</p> <p>[In case of an Apartment) SCHEDULE 'B-1'-PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.</p>	<p>To be Added- Definition of covered parking may be added in the Schedule A. Covered Car Park shall include Mechanical car Parking.</p>	
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SCHEDULE 'B-2'- PLEASE INSERT THE FLOOR PLAN OF THE APARTMENT
OR

In case of a Plot SCHEDULE 'B' PLEASE INSERT DESCRIPTION OF THE PLOT WITH MEASUREMENTS ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'C' PAYMENT PLAN

(Illustrate list of construction stages & maximum percentage of payment payable to Promoter, to be notified by respective Appropriate Governments)

The Allottee has paid on or before execution of this agreement a sum of Rs..... (Rupees only) (Not exceeding % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs..... (Rupees) in the following manner:-

Sl. No.	Particulars	Amount payable by allottee
1	After the execution of Agreement.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)
2	On completion of the Plinth of the building or wing in which the said Apartment is located.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)
3	On completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)
4	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)
5	On completion of the Sanitary fittings, staircases,	Amount of Rs...../- (.....) (not exceeding

This is not agreed. The definition of 'Garage' is already given in Section 2(y) of RERA.

		lift wells, lobbies up to the floor level of the said Apartment.% of the total consideration)			
	6	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)			
	7	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	Amount of Rs...../- (.....) (not exceeding% of the total consideration)			
	8	On or after receipt of occupancy certificate or completion certificate	Amount of Rs...../- (.....) (not exceeding% of the total consideration)			

Comments of MoHUA on Representation of CREDAI-Maharashtra AFS

CREDAI Note: Suggested Model Agreement for Sale is for Single Building and should be made applicable to new projects and not for ongoing projects

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
1.		<p>[If the promoter is a company]</p> <p>_____(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 _____ and its corporate office at (PAN -), represented by its authorized signatory (Aadhar no.) authorized vide board resolution dated _____ hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).</p>	<p>Suggestion:</p> <p>“Promoter” needs to be defined as stipulated in RERA.</p>	<p>This is not agreed.</p> <p>Promoter is already defined under section 2(zk) of RERA; there is no need to define the same in AFS.</p>
2.	Recital A	<p>The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] <i>[Please insert land details as per local laws]</i> totally admeasuring _____ square meters situated at _____ in Tehsil & District (“Said Land”) vide sale deed(s) dated _____ registered as document(s) no. _____ at the office of the Sub-Registrar, _____;</p> <p>[OR]</p> <p>_____ (“Owner”) is the absolute and lawful owner of [khasra nos./ survey nos. <i>[Please insert land details as per local laws]</i> _____ totally admeasuring square meters situated at _____ in Tehsil & District (“Said Land”) vide sale deed(s) dated _____ registered as document(s) no. _____, at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint</p>	<p>Suggestion: A promoter/owner may have various rights in the land other than ownership of the same.</p> <p>For eg. Long term/perpetual lease hold rights in the land with the right to Develop. This aspect has to be provided for and accordingly, the words “absolute and lawful” appearing in the clause to be deleted A promoter may have right to Develop the land by way of an agreement which may not be required to be compulsorily registered under the Registration Act.</p> <p>Proposed clause: The Promoter is the owner/Lessee/Sub-Lessee of [khasra nos./ survey nos.] <i>[Please insert land details as per local laws]</i> _____ totally admeasuring _____ square meters situated at in Tehsil &</p>	<p>This is not agreed since the category of the leasehold is already covered in Recital A of the AFS.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>development] agreement dated , registered as document(s) no._____ at the office of the Sub-Registrar;</p> <p>[OR]</p> <p>The Promoter is a lessee of [khasra nos./ survey nos.] [Please insert and details as per local laws]_____totally admeasuring square meters situated at in Tehsil & District (“Said Land”) under a registered lease dated registered as document(s) no._____ , at the office of the Sub-Registrar,_____ executed by a statutory body / urban local body in favour of the Promoter specifically for the purpose of development of the real estate project as defined under the Act;</p>	<p>District_____ (“Said Land”) vide sale deed(s) dated _____registered as documents no. _____at the office of the Sub Registrar;</p> <p>[OR]</p> <p>_____ (“Owner/Lessee/Sub Lessee”) is the owner/Lessee/Sub-Lessee of [khasra nos./ survey nos/CTS No/F.P No.] [Please insert land details as per local laws]_____totally admeasuring _____square meters situated at in Tehsil & District_____ (“Said Land”) vide deed(s) dated _____registered as documents no._____at the office of the Sub-Registrar. The Owner/Lessee/Sub-Lessee and the Promoter have entered into a [collaboration / development / joint development] agreement ____dated {provide details if the document is registered}</p>	
3.	B	<p>The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multi-storeyed apartment buildings and [insert any other components of the Projects] and the said project shall be known as (“Project”);</p>	<p><u>Proposed clause:</u></p> <p>“B. The Said Land is earmarked by the Promoter for the purpose of Single building (without _____ wing/s) a [commercial/residential/any other purpose] project, comprising_____ multi storied apartment buildings and [insert any other components of the Projects] and the said project shall be known as ‘____’ (“Single Building Project/Project, as the case may be”);</p>	<p>This is agreed and the appropriate changes are being made in terms of the comments of the State of Maharashtra.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>[OR]</p> <p>The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/<i>any other purpose</i>] project, comprising plots and [<i>insert any other components of the Projects</i>] and the said project shall be known as ‘ ’ (“Project”):</p> <p>Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;</p>	<p>[OR]</p> <p><u>For Plotted Project:</u></p> <p>The Said Land, or part thereof is earmarked by the Promoter for the purpose of plotted development of a [commercial/residential/<i>any other purpose</i>] project, comprising plots and [<i>insert any other components of the Projects</i>] and the said project shall be known as ‘ _____ ’ (“Plotted Project/ Project, as the case may be”).”</p>	
4.	E	<p>The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment plot or building, as the case may be, from _____ [<i>Please inserts the name of the concerned competent authority</i>].</p> <p>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 and other laws as applicable;</p>	<p><u>Proposed clause:</u></p> <p>“E. The Promoter has obtained the, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from____ [<i>Please insert the name of the concerned competent authority</i>].</p> <p>The Promoter agrees and undertakes that it shall not make any changes to these approved plans within the Project except in strict compliance with section 14 of the Act and other laws as applicable;</p>	<p>This is not agreed.</p> <p>In Proposed Clause of CREDAI AFS the term ‘Layout Plan’ is missing and other changes are inconsequential.</p>
5.	F.		<p><u>Suggestion:</u></p> <p>Certain projects are Excluded from Registration under the provisions of section 3(2) of RERA.</p>	<p>AFS is meant for RERA registered Project only.</p> <p>Thus, the suggestion of CREDAI is insignificant.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>The Promoter has registered the Project under the provisions of the Act with the (Name of State/ Union Territory) Real Estate Regulatory Authority at no____on under registration.</p>	<p>This clause needs to be deleted in case of such projects.</p> <p><u>Proposed clause:</u></p> <p>The Promoter has registered the Project (excluding Projects defined in section 3(2) of RERA Act) under the provisions of the Act with the____ (Name of Union Territory) Real Estate Regulatory Authority at _____ no._____ on_____ under registration.</p>	<p>This is not agreed.</p>
6.	G.	<p>The Allottee had applied for an apartment 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")</p> <p>along with garage/covered parking no. _ admeasuring square feet in the _____ [<i>Please insert the location of the garage/covered parking</i>], as permissible under the applicable law and undivided proportionate share in the common areas ("Common</p>	<p><u>Suggestion:</u></p> <p>It has to be clarified that the Carpet Area mentioned in the Clause means carpet area as defined in section 2(k) of the RERA.</p> <p><u>Proposed clause:</u></p> <p>The Allottee had applied for an apartment in the Project vide application no._ dated_ and has been allotted apartment no.____ having carpet area, as defined under section 2(k) of RERA, of square feet, type____ , on floor in [tower/block/building] no.____ ("Building") (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C) along with garage/covered parking no._____ admeasuring square feet in the Project [<i>Please insert the location of</i></p>	<p>This is not agreed.</p> <p>The definition of "Carpet Area" is already been defined in RERA and also covered in Schedule A.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule 'B-1' and the floor plan of the apartment is annexed hereto and marked as Schedule 'B-2');</p> <p>[OR]</p> <p>The Allottee had applied for a plot in the Project vide application no. ____ dated and has been allotted plot no. ____ having area of square feet and plot for garage/covered parking admeasuring ____ square feet (if applicable)] in the ____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and undivided proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule 'B');</p>	<p>the garage/covered parking], as permissible under the applicable law and of <i>pro rata</i> share in the common areas within the Project ("Common Areas") as defined under clause (n) of Section 2 of the Act;</p> <p>[OR]</p> <p><i>The Allottee had applied for a plot in the Project vide application no. ____ dated ____ and has been allotted plot no. ____ having area of ____ square feet and plot for garage/covered parking admeasuring ____ square feet (if applicable)] in the ____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of 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 "Plot" more particularly described in Schedule B);</i></p>	

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7.	2.2.	<table><tr><td>Block/Building/Tower no., Apartment no.</td><td>Rate of Apartment per square feet*</td></tr><tr><td>Type _____</td><td></td></tr><tr><td>Floor _____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>[OR]</p> <table><tr><td>Plot no. _____</td><td>Rate of Plot per square feet*</td></tr><tr><td>Type _____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc. if/as applicable.</p>	Block/Building/Tower no., Apartment no.	Rate of Apartment per square feet*	Type _____		Floor _____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	Plot no. _____	Rate of Plot per square feet*	Type _____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	<p><u>Suggestion:</u></p> <p>As per RERA Act, balcony, veranda, open terrace are included in the cost of the Apartment and no break up is required. Hence this clause should be at the discretion of the Promoter.</p> <p><u>Proposed clause:</u></p> <p>* The Promoter may at its discretion or as per the provisions explained in RERA Act provide break-up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc.,.</p>	<p>This is not agreed.</p> <p>This clause is in line with RERA.</p> <p>There should not be discretion at the end of the Promoter.</p>
Block/Building/Tower no., Apartment no.	Rate of Apartment per square feet*																													
Type _____																														
Floor _____																														
Total price (in rupees)	_____																													
Garage/Covered parking – 1	Price for 1																													
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Garage/Covered parking – 2	Price for 2																													
Total price (in rupees)	_____																													
8.	Explanation: 2.2.1.	The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Plot;																												

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9.	2.2.2.	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:</p>	<p><u>Suggestion:</u></p> <p>It needs to be clarified that for the purposes of Stamp Duty, the price exclusive of taxes would be taken into consideration.</p> <p>As per RERA Act, the total price excludes taxes. The promoter is permitted to collect such taxes separately. Promoter to disclose all applicable taxes.</p> <p>If the increase in taxation given retrospective effect and the same is to take effect prior to the scheduled date of completion, the allottee shall be liable to pay the same.</p> <p><u>Proposed clause:</u></p> <p>“The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee as stipulated in Clause 8.3 herein and the common areas within the Project, to the association of allottees or the competent authority, as the case may be, within 3 months from the formation of the Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having</p>	<p>This is not agreed.</p> <p>The proposed clause is detrimental to the interests of homebuyers as there are various conditions/ permutation/ suggested by CREDAI.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change /modification:</p> <p>Provided further that if there is any increase in the taxes 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;</p>	<p>received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee /association of allottees clearing all the charges due and payable by them to the Promoter and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:</p> <p>Provided further that if there is any increase in the taxes 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."</p>	
10.	2.2.3.	The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule 'C' ("Payment Plan") and the Allottee shall make payment demanded by the Promoter within 30	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	This is not agreed. Decrease in time period for making payment by the

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		(thirty) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;	Promoter within 15 (fifteen) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;	allottee is not in the interest of homebuyers.
11.	2.2.4.	<p>The Total Price of Apartment/Plot includes recovery of price of land, construction of not only the Apartment</p> <p>but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project.</p>	<p><u>Suggestion:</u></p> <p>Total price should be subject to RERA Act.</p> <p><u>Proposed clause:</u></p> <p>“The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot or bare shell condition, if agreed between the Parties] and also include the Common Areas within the Project and its internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment, maintenance charges as per para 11 etc. Within the Project.”</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive which covers taxes and fire fighting equipment in the common areas, which is missing in suggested version of CREDAI.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
12.	2.3.	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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.	<p><u>Suggestion:</u></p> <p>The total price should be subject to provisions explained in RERA Act.</p>	<p>This is not agreed.</p> <p>The AFS Rules are subordinate legislation under RERA (Central Legislation).</p> <p>In case of any deviation between Rules and Act, the provision of Act shall prevail.</p> <p>Thus, the suggestion of CREDAI is insignificant.</p>
13.	2.7.	It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.	It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ' E ' and Schedule ' F ' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and other laws as applicable.	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit of this provision.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		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.	Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee in the Apartment , or such minor changes or alterations within the Project as per the provisions of the Act and other laws as applicable and also such other changes, alterations etc. of which the Promoter has made prior disclosure to the Allottees.	
14.	2.8	<p>2.8. <i>[Applicable in case of an apartment]</i> The Promoter shall confirm to 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.</p> <p>The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five 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</p>	<p><u>Suggestion:</u></p> <p>The error margin of 3% has to be extended to the Promoter as well keeping in mind the provision of Legal Metrology Act, 2009 and its respective Rules/Regulations.</p> <p><u>Proposed clause:</u></p> <p>“<i>[Applicable in case of an apartment]</i> The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.</p> <p>The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, which is more than three percent of the carpet area of the apartment then the Promoter shall refund</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit of this provision.</p>

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		<p>increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'.</p> <p>All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.</p>	<p>the excess money paid by Allottee for such reduced area beyond three percent, within six months 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 three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D.</p> <p>All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.</p>	
15.	2.9(ii)	<p>The Allottee shall also have undivided proportionate share / interest in the Common Areas.</p> <p>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. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;</p>	<p>Proposed clause:</p> <p>The Allottee, shall also have undivided proportionate share / interest in the Common Areas within the Project as per Section 17 of RERA Act.</p> <p>Since the share / interest of Allottee in the Common Areas within the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas within the Project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees within three months from the formation of the Association of the Allottees as stipulated in the Clause 9(xviii) herein subject</p>	<p>This is not agreed.</p> <p>Common area has to be handed over only after Completion Certificate not within 3 months from the date of formation of the association of allottees.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit of this provision.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such apartments and also subject to the allottee /association of allottee clearing all the charges due and payable by them to the promoter;”	
16.	2.9(iii)	That the computation of the price of the [Apartment/Plot] 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 electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas , maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;	<p>Suggestion:</p> <p>It states the completion of specifications other than the apartment/plot. Even Bare shell projects need to be taken into consideration for computation of the price.</p> <p>Proposed clause:</p> <p>“That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] or bare shell condition, if agreed between the parties and also includes the Common Areas within the Project and its internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and Project;”</p>	<p>This is not agreed.</p> <p>There is no such clause in 2.9(iii) of AFS.</p> <p>This clause is identical to clause 2.2.4 of AFS.</p> <p>Clause of Draft AFS is more comprehensive which covers taxes and firefighting equipment in the common areas, which is missing in suggested version of CREDAI.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
17.	2.10	It is made clear by the Promoter and the Allottee agree that the Apartment/Plot along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self- contained Project covering the said Land and is not a 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 only for use and enjoyment of the Allottees of the Project.		
18.	2.11	2.11. 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 liability, mortgage loan and interest thereon before	<p><u>Suggestion:</u></p> <p>The said clause needs to be modified to take into account the amounts due and payable by the allottee to the Promoter.</p> <p><u>Proposed clause:</u></p> <p>“2.11 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 (such as 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</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS protects the interests of allottees. Inserting the proviso may be misused by promoter.</p>

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		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 there for by such authority or person.	<p>project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any 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 Apartment, 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;</p> <p>Provided, amounts, if any, due and payable by the allottee to the promoter before transferring the possession of the apartment/plot to the allottee, shall be adjusted."</p>	
19.	2.12	<p>The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Apartment/Plot 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 Apartment/Plot as prescribed in the Payment Plan [Schedule‘C’] as may be demanded by the Promoter within the time and in the manner specified therein:</p> <p>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 Rules.</p>	<p><u>Proposed clause:</u></p> <p>The allottee has paid a sum of Rs._____ (Rupees _____ Only) as booking amount being part payment towards the total Price of the [Apartment/Plot] 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 [Apartment/Plot] as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein.</p>	<p>This is not agreed.</p> <p>The proviso of this clause provided in the draft AFS may not be deleted, as suggested.</p>
20.	4.2		<u>Proposed clause:</u>	

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		4.2. The Promoter accepts no responsibility in regard to matters specified in para 4.1 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 if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.	4.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 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 if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.	
21.	6.	6. 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 Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.	6. 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 [Apartment/Plot] to the Allottee as stipulated in Clause 8.3 herein and the common areas to the association of allottees or the competent authority, as the case may be within the 3 months from formation of Association of Allottees as stipulated in Clause 9(xviii) herein, subject to sale of 51% of the Apartments and the Promoter having	This is not agreed. Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit of this provision.

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottees/association of allottees clearing all charges due and payable by them to the Promoter.	
22.	7.	<p>7. CONSTRUCTION OF THE PROJECT/ APARTMENT:</p> <p>The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities.</p> <p>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 bye-laws, FAR and density norms and provisions prescribed by the</p> <p>[Please insert 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,</p>	<p>7. CONSTRUCTION OF THE PROJECT/ APARTMENT:</p> <p>The Allottee has seen the sanctioned plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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 sanctioned plans, floor plans and specifications, amenities and facilities.</p> <p>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 bye laws, FAR and density norms and provisions as permissible and approved/ prescribed by the Local Laws with regards to the Project</p> <p>[Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans of Project wherein Apartment is under sale to</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit of this provision.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		and breach of this term by the Promoter shall constitute a material breach of the Agreement.	the Allottee, other than in the manner provided under the Act and other laws as applicable and/or such changes, alterations etc. of which prior disclosure is made by the Promoter to the Allottee , and breach of this term by the Promoter shall constitute a material breach of the Agreement.”	
23.	8.1.	8. POSSESSION OF THE APARTMENT/PLOT: Schedule for possession of the said Apartment/Plot - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.	8.1 Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas within the Project to the association of allottees or the competent authority, as the case may be, within 3 months from the date of formation of Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottees/association of allottee clearing all charges due and payable by them to the Promoter is the essence of the Agreement.	This is not agreed. Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit and essence of this provision.
24.	8.2		<u>Suggestion:</u> It is pertinent to note that other than the force majeure events, there are various situations which would have an impact on the construction activity. For Example in Delhi/NCR the construction activities are ordered to be stopped when the pollution levels rise. Such	This is not agreed. Clause of Draft AFS is more comprehensive and in the interests of allottees.

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>The Promoter assures to hand over possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on , 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”).</p> <p>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 Apartment/Plot, provided that such Force Majeure</p>	<p>factors need to be also taken into consideration.</p> <p><u>Proposed clause:</u></p> <p>“8.2 The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas within the Project with all specifications, amenities and facilities within the Apartment or bare shell condition, if agreed by the parties, as the case may be, in place on, 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”), including any pandemic or any other decisions of the government/court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation certificate of the Project within the required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter.</p> <p>If, however, the completion of the Project is delayed due to the Force Majeure conditions prescribed hereinabove, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI to include certain situations along with force majeure events will dilute the spirit of this provision.</p>

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		<p>conditions are not of a nature which make it impossible for the contract to be implemented.</p> <p>The Allottee agrees and confirms that, in the event 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 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p> <p>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.</p>	<p>possession of the [Apartment/Plot], provided that such Force Majeure conditions, prescribed hereinabove, are not of a nature which make it impossible for the contract to be implemented.</p> <p>The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions prescribed hereinabove, 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 6 months from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p> <p>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.</p>	
25.		<p>8.3. Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within two months of obtaining the occupancy certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate.</p>	<p><u>Proposed clause:</u></p> <p>“Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within three months of obtaining the occupancy/completion certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project.</p> <p>The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>	<p>physical possession within seven days from the date of intimation to take possession subject to Allottee having paid the total price and other payment/outgoings to the Promoter.</p> <p>[Provided that, in the absence of local law, the conveyance deed of the Apartment in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/completion taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project.</p> <p>The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>	
26.	8.4	<p>8.4. Failure of Allottee to take Possession of Apartment/Plot - Upon receiving a written intimation from the Promoter as per para 8.3, the Allottee shall take possession of the Apartment/Plot 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue</p>	<p>“8.4 Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

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		to be liable to pay maintenance charges as specified in para 8.3.	7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.including any other costs or taxes that are applicable for the said period.	
27.	8.5	<p>8.5. Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment/Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.</p> <p>[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].</p>	<p><u>Proposed clause:</u></p> <p>“8.5 Possession by the Allottee -After obtaining the occupancy/ completion certificate and handing over physical possession of the [Apartment/Plot] to the Allottees as stipulated in Clause 8.3 herein, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas within the Project, to the association of Allottees or the competent authority, as the case may be, as per the local laws.</p> <p>[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas within the Project, to the association of allottees or the competent authority, as the case may be, at the time of conveyance].</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p>
28.		<p>8.6. Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:</p> <p>Provided that where the allottee proposes to cancel/withdraw from the project without any fault of</p>	<p>Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.</p> <p>Provided that where the allottee proposes to cancel/withdraw from the Project without</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p>

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		the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.	any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within six months of such cancellation.”	Suggested version of CREDAI dilutes the spirit and against the interests of allottees.
29.		8.7. Death of Allottee- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs choose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest thereon. The payment shall be made within 30 days of the legal	<p><u>Suggestion:</u></p> <p>Death of Allottee is a one of many uncertain events whereas there shall be many examples where allottee shall cancel/withdraw/continue with the agreement. Thus this needs to be dealt with as similar to where voluntarily cancellation of units under the RERA Act and the cancellation and refund shall be as per agreed terms or as prescribed by the state.</p> <p><u>Proposed clause:</u></p> <p><u>“Death of Allottee-</u> Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs chose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest thereon. The payment shall be</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees and its legal heirs.</p>

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		<p>heirs intimating their decision to surrender the allotment.</p> <p>Such intimation shall be in writing to the Promoter by all the legal heirs.</p>	<p>made within six months of the legal heirs intimating their decision to surrender the allotment.</p> <p>Such intimation shall be in writing to the Promoter by all the legal heirs.”</p>	

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30.	8.8	<p>8.8. 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment/Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.2; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.</p>	<p>8.8 Compensation – The Promoter shall compensate the Allottee if the Promoter has not disclosed encumbrances and/or litigations affecting the title of the said land to the Allottee in the title report annexed to this Agreement and due to such non disclosure any loss is 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 other laws as applicable and the claim for interest and compensation under this provision shall be made within a reasonable period not exceeding 3 years from the date on which right to claim such interest and compensation first arose.</p> <p>Except for occurrence of a Force Majeure event including any pandemic or any other decisions of the government /court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation certificate of the Project within the required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter, and the parties agreeing to the contrary, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>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 handing over of the possession of the Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.</p>	<p>discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within six months of it becoming due.</p> <p>Provided that where 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 handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within six months of it becoming due.</p>	<p>This is not agreed.</p> <p>The increase in time period from 45 days to six months will be detrimental to the interests of homebuyers.</p>
31.		<p>9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</p> <p>The Promoter hereby represents and warrants to the Allottee as follows:</p>		<p>This is not agreed.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>(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;</p> <p>(iii) There are no encumbrances upon the said Land or the Project;</p> <p>[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]</p> <p>(iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Plot;</p>	<p>“9.(i)The [Promoter] has marketable title subject to pending litigations, where there is no bar on selling or carrying on development as disclosed in the Title Report annexed to this Agreement with respect to the said Land; or the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land subject to pending litigations where there is no bar on selling or carrying on development as disclosed in the title report annexed to this Agreement for the Project;”</p> <p><u>Proposed clause:</u></p> <p>“There are no encumbrances upon the said Land or the Project except those disclosed in the Title Report;</p> <p>[in case there are any encumbrances on the said land provide details of such encumbrances including any rights, title, interest and name of party in or over land]”</p> <p><u>(iv)Proposed clause:</u></p> <p>“There are no litigation pending in any court of law or authority with respect to the said land, except those disclosed in the title report.</p> <p><u>(ix) Proposed clause:</u></p> <p>“The Promoter shall handover lawful, vacant, peaceful, physical possession of</p>	<p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interest of allottees.</p> <p>There should not be encumbrances and litigation etc. by the promoter and disclosure of the same may not be verified by an individual homebuyer. Therefore, the proposed clause of CREDAI is against the interests of homebuyers.</p> <p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and</p>

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		<p>(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;</p> <p>(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</p> <p>(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 till the completion certificate has been issued and possession of apartment, plot or building,</p>	<p>the [Apartment/Plot] as stipulated in Clause 8.3 herein to the Allottee and the common areas within the Project, to the association of allottees or the competent authority, as the case may be within 3 months from the formation of the Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee /association of allottees clearing all the charges due and payable by them to the promoter."</p> <p><u>(x)Suggestion:</u></p> <p>This clause needs to be deleted as there is no legal bar in developing a property belonging to an HUF or a minor.</p> <p><u>Xi)Suggestion:</u></p> <p>The liability of the Promoter needs to be limited till the date of handing over possession and not till the execution of conveyance.</p> <p><u>Proposed clause:</u></p> <p>"9.(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,</p>	<p>in the interest of allottees. Suggested version of CREDAI dilutes the spirit and essence of this provision.</p> <p>This is not agreed.</p> <p>Mention of HUF is being removed. However, restriction regarding 'minor' is in the interest of allottees.</p> <p>The clause of Draft AFS is more specific.</p>

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		<p>as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;</p> <p>(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.</p>	<p>premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion/ occupation certificate has been issued and possession of apartment, plot or building, as the case may be, has been handed over to the allottee. Thereafter the Allottees shall be solely responsible to make all the payments towards outgoings, taxes, charges etc. as stipulated above."</p> <p><u>(xii) Proposed clause:</u></p> <p>"9.(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 land),which has a direct bearing on the construction and sale of apartments/Plots to the Allottee has been received by or served upon the Promoter in respect of the said Land and/or the Project."</p> <p><u>Xiii)Suggestion:</u></p> <p>Certain projects are excluded from registration under the provisions of Section 3(2) of RERA Act. This clause needs to be deleted in case of such project.</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit and essence of this provision.</p> <p>This is not agreed.</p>

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		<p>(xiii) The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this real estate project. The said documents are available on the www. website of Regulatory Authority.</p> <p>(xvi) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees and without the prior written approval of the Authority. The Promoter shall have no right, as an Allottee itself, to vote for such transfer. It is specifically assued and acknowledged that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings in the Project under this Agreement by the erstwhile promoter and the transferee or assignee promoter</p>	<p><u>Proposed clause:</u></p> <p>The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this project excluding project as defined in Section 3(2) of RERA Act. The said documents are available on the www. website of Regulatory Authority.”</p> <p><u>(xvi)Suggestion:</u></p> <p>This clause is void. The transferee of the promoter would be bound by the same terms and conditions as the Promoter. Such restriction would In fact be counter-productive to the object of the RERA.</p> <p><u>9 (Xvii)Proposed clause:</u></p> <p>“9(xvii)After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartments including the unsold covered parking/garage as kept for such unsold</p>	<p>AFS is meant only for RERA registered Projects.</p> <p>This is not agreed.</p> <p>This is not agreed.</p> <p>This clause is restrictive in nature and protects the interest of homebuyers. Therefore, it need not be deleted.</p>

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		<p>shall be equally and fully bound by this Agreement with respect to the allotment and the Allottee.</p> <p>(xvii) After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartments which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments, as determined by the association of allottees.</p>	<p>Apartments which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments including the unsold covered parking/garage as kept for such unsold Apartments as determined by the association of allottees, which should be in any case par with other Allottees."</p> <p>The Association of Allottees shall not in any manner prevent the Promoter from selling the unsold apartment/s and the covered parkings/garages kept for such unsold apartment/s and the Association of Allottees shall join the new allottees of such unsold apartment/s, covered parking, garages as its member without demanding/ charging any compensation, transfer fees etc. either from the Promoter or new allottees of such unsold apartment/s, covered parking, garages."</p> <p>9(xviii)<u>Proposed clause:</u></p> <p>"The Promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the Allottees,</p>	<p>Changes made in Clause 9(xvii) of AFS in terms of the comments made to the suggestions of CREDAI-National.</p> <p>This is not agreed.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>(xviii) The Promoter shall enable the formation of an association or society or co- operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:</p> <p>Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked\ their plot or apartment or building, as the case may be, in the project;</p>	<p>or a Federation of the same, under the laws applicable:</p> <p>Provided that in the absence of local laws, the association of Allottees, by whatever name called, shall be formed within a period of four months of the 51% of the Allottees having taken possession of their respective Apartments in the Project."</p>	<p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>
32.	10.1	<p>10. EVENTS OF DEFAULTS AND CONSEQUENCES:</p> <p>10.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:</p>	<p><u>Suggestion:</u></p> <p>The said clause does not take into account situations where the allottee has contracted for a bare shell structure to do the interiors as per his taste and choice.</p> <p><u>Proposed clause:</u></p> <p>"10.1(i) Subject to the Force Majeure clause and any pandemic or any other decisions of the government/court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/ revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation certificate of the Project within the required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter, the Promoter shall</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI to include certain situations along with force majeure events will dilute the spirit of this provision.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		(i) Promoter fails to provide 'ready to move in possession' of the Apartment/Plot to the Allottee within the time period specified in para 8.2 or fails to complete the project within 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 apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, have been issued by the competent authority;	be considered under a condition of Default, in the following events: (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] or bare shell condition, if agreed by the parties of the Apartment, to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;	This is not agreed. Adding 'Bare shell condition' of unit may not be in the interests of homebuyers.
33.	102.2	10.2.2. 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the	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 apartment, along with interest at the rate prescribed in the Rules within six months of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project, or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the	This is not agreed. The time period of 45 days for refund by promoter should not be increased to 6 months. Suggested version of CREDAI dilutes the spirit and against the interests of allottees.

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.	Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within six months of it becoming due.	
34.	10.3	<p>10.3.</p> <p>The Allottee shall be considered under a condition of Default, on the occurrence of the following event:</p> <p>In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [Schedule 'C'], 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 prescribed in the Rules;</p> <p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the money paid to him by the allottee by deducting the</p>	<p><u>Suggestion:</u></p> <p>Due to the default of the Allottee, the Promoter may not be able to fulfil the deadlines of the project and in such scenario, the Promoter should not be penalised.</p> <p>Procedure of this should be as stated in Part B of the draft.</p> <p><u>Proposed clause:</u></p> <p>“The Allottee shall be considered under a condition of default, on the occurrence of the following event:</p> <p>In case the Allottee fails to make payments <u>on</u> demand made by the Promoter as per the Payment Plan annexed hereto, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;</p> <p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond 15 days after demand by the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and this Agreement shall</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.</p> <p>Provided further that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p>	<p>thereupon stand terminated and the Promoter shall refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities within six months from the date of such termination.</p> <p>Provided further that the promoter shall intimate the allottee about such termination.”</p>	
35.	11.1	<p>11. CONVEYANCE OF THE SAID APARTMENT</p> <p>The Promoter, on receipt of Total Price of the Apartment/Plot as per para 2.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with undivided proportionate share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.</p>	<p><u>Proposed clause:</u></p> <p>“The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall in the absence of the local law execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share/interest in the Common Areas as per Section 17 of RERA Act within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee subject to sale of 51% of the Apartments in the Project and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee clearing all charges including stamp duty, maintenance etc. due and payable by the Allottee /association of allottees to the Promoter. However, the conveyance deed shall be subject to the terms, conditions and covenants including</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit.</p> <p>Sale of 51% of the Apartments in the Project is not justifiable criteria and against the interests of allottees.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate.</p> <p>However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.</p>	<p>easement rights as provided in the Agreement for Sale.</p> <p>[Provided that, in the absence of local law, the conveyance deed in favour of the allottee in respect of Apartment/Plot shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate and completion certificate, as the case may be, subject to sale of 51% of the Apartments in the Project and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to Allottee having paid the total price to the Promoter and also subject to the allottee/association of allottees clearing all charges including stamp duty, maintenance etc. due and payable by the Allottee /association of allottees to the Promoter.</p> <p>However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.”</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI dilutes the spirit.</p> <p>Sale of 51% of the Apartments in the Project is not justifiable criteria and against the interest of allottees.</p>
36.	12.	<p>MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:</p> <p>The Promoter shall be responsible to provide and maintain essential services in the Project till the taking</p>	<p><u>Proposed clause:</u></p> <p>“12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The Promoter shall be responsible to provide</p>	<p>This is not agreed.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment/Plot.	and maintain essential services in the Project till the issuance of completion/occupation certificate of Single Building Project (without wings). The promoter shall be responsible after issuance of the completion/occupation certificate to maintain essential services only subject to the Allottee making timely payments for the maintenance of essential services in the project and not otherwise. The adhoc amount towards such maintenance has been disclosed.”	Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit and against the interests of allottees.
37.	13.	<p>DEFECT LIABILITY:</p> <p>It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to</p>	<p><u>Suggestion:</u></p> <p>5 year period shall commence from the date of grant of OC. Date of possession for every flat will be different.</p> <p><u>Proposed clause:</u></p> <p>“13 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 grant of OC, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days in case of minor defects and within a reasonable time in case of major defects, and in the event of Promoter’s failure to rectify such</p>	<p>This is not agreed.</p> <p>As per the provisions of RERA, the defect liability period is to start from date of possession. There may be different dates for each allottee but to protect the interest of each of the allottees, this clause is significant.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		receive appropriate compensation in the manner as provided under the Act.	defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act."	Suggested version of CREDAI dilutes the spirit and against the interest of allottees.
38.	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, layout plan , sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.	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, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and other laws as applicable. Changes in plans on account of requirements of planning authority and if prior disclosures are made by the Promoter to the Allottee shall be exempted."	This is not agreed. Clause of Draft AFS is more comprehensive and in the interest of allottees. Suggested version of CREDAI dilutes the spirit and against the interest of allottees, as the time period of 45 days for refund by promoter should not be increased to 6 months.

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
39.	20.	<p>APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):</p> <p>The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Act, 2016 as also the _____ [Please insert the name of the State Apartment Ownership Act], in so far as it is not inconsistent with the provisions of Act, 2016. The Promoter further assures compliance of various laws/regulations as applicable in, in so far as it is not inconsistent with the provisions of the Act, 2016.</p>	<p>20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):</p> <p>The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of RERA, 2016 as also the _____ [Please insert the name of the state Apartment Ownership] Act) and other applicable laws, in so far as it is not inconsistent with the provisions of RERA, 2016. The Promoter further assures compliance of various laws/ regulations as applicable in so far as it is not inconsistent with the provisions of RERA, 2016.</p>	This is not agreed.
40.	21.	<p>BINDING EFFECT:</p> <p>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 [Schedule 'C'] within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar (specify the address of the Sub- Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the</p>	<p>Proposed clause:</p> <p><u>“BINDING EFFECT:</u></p> <p>Forwarding this Agreement to the Allottee by the promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interest of allottees, as the time period of 45 days for refund by promoter should not be increased to 6 months.</p>

Sr. No	Clause	Model Agreement for Sale	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (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.	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 30(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 within 6 (six) months to the Allottee without any interest or compensation whatsoever.”	
41.	34.	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 as per the provisions of the Act.	34. 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/mediation, failing which the same shall be settled as per the provisions of the RERA.	This is not agreed.

Comments of MoHUA on Representation of CREDAI-Maharashtra AFS

CREDAI Note: **Suggested Model Agreement for Sale is for Layout projects with multiple buildings in different phases and should be made applicable to new Layout and not for ongoing Layout projects**

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
1.		<p><u>[If the promoter is a company]</u> _____(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 _____and its corporate office at _____(PAN - _____), represented by its _____ authorized signatory_____ (Aadhar no. _____) authorized vide board resolution dated_____ hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in-interest, and permitted assigns).</p>	<p><u>Suggestion:</u> “Promoter” needs to be defined as stipulated in RERA.</p>	<p>This is not agreed. Promoter is already defined under sec 2(zk) of RERA; there is no need to define the same in AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
2.	A	<p>The Promoter is the absolute and lawful owner of [khasra nos. / survey nos.] <i>[Please insert and details as per local laws]</i> _____ totally admeasuring _____square meters situated at _____ in Tehsil & District _____ (“Said Land”) vide sale deed(s) dated _____registered as documents no. _____at the office of the Sub-Registrar;</p> <p style="text-align: center;">[OR]</p> <p>_____ (“Owner”) is the absolute and lawful owner of [khasra nos./ survey nos.] <i>[Please insert land details as per local laws]</i> _____ totally admeasuring _____square meters situated at in Tehsil</p>	<p><u>Suggestion:</u></p> <p>A promoter/owner may have various rights in the land other than ownership of the same.</p> <p>For example: long term/perpetual lease hold rights in the land with the right to Develop. This aspect has to be provided for and accordingly, the words “absolute and lawful” appearing in the clause to be deleted. A promoter may have right to develop the land by way of an agreement which may not be required to be compulsorily registered under the Registration Act.</p> <p><u>Proposed clause:</u></p> <p>“The Promoter is the owner/Lessee/Sub-Lessee of [khasra nos./ survey nos.] <i>[Please insert and details as per local laws]</i> _____ totally admeasuring _____square meters situated at in Tehsil & District _____ (“Said Land”) vide sale deed(s) dated _____registered as documents no. _____at the office of the Sub Registrar;</p> <p style="text-align: center;">[OR]</p> <p>_____ (“Owner/Lessee/Sub Lessee”) is the owner/Lessee/Sub-Lessee of [khasra nos./ survey nos.] <i>[Please insert land details as per local laws]</i> _____ totally admeasuring</p>	<p>This is not agreed since the category of the leasehold is already covered in Recital A of the AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>& District_____ (“Said Land”) vide sale deed(s) dated _____registered as documents no. _____at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement _____dated _____registered as document no. _____ at the office of the Sub-Registrar;</p> <p style="text-align: center;">OR</p> <p>The Promoter is a lessee of [khasra nos./ survey nos.] [<i>Please insert and details as per local laws</i>] _____totally admeasuring square meters situated at in Tehsil & District (“Said Land”) under a registered lease dated _____registered as document(s) no. _____, at the office of the Sub-Registrar, _____executed by a statutory body / urban local body in favour of the Promoter specifically for the purpose of development of the real estate project as defined under the Act;</p>	<p>_____square meters situated at in Tehsil & District_____ (“Said Land”) vide deed(s) dated _____registered as documents no. _____at the office of the Sub-Registrar. The Owner/Lessee/Sub-Lessee and the Promoter have entered into a [collaboration / development / joint development] agreement _____dated {provide details if the document is registered}”</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
3.	B	<p>The Said Land is earmarked for the purpose of building a [commercial/residential/ <i>any other purpose</i>] project, comprising_____ multi-storeyed apartment buildings and [<i>insert any other components of the Projects</i>] and the said project shall be known as '___' ("Project");</p> <p style="text-align: center;">[OR]</p> <p>The Said Land is earmarked for the purpose of plotted development of a[commercial/residential/<i>any other purpose</i>] project, comprising plots and [<i>insert any other components of the Projects</i>] and the said project shall be known as '_____' ("Project");</p>	<p><u>Suggestion:</u></p> <p>For a Building/Wing in a Layout (where above Building/Wing is one of the multiple/different buildings/wings/ projects in a Layout) ["Layout Concept"].</p> <p><u>Proposed clause:</u></p> <p>"B. The Promoter has informed the Allottee that the Promoter is developing in phases multiple buildings on the land more particularly described in the First Schedule hereunder written (hereinafter referred to as "the layout land"). A portion of the layout land is earmarked by the Promoter on a plan annexed hereto for the purpose of constructing a Building/Wing thereon and the said portion is hereinafter defined as "the Said Land"; the said Building/Wing and the Said Land underneath such Building/Wing shall be known as _____ ("Project")</p> <p style="text-align: center;">[OR]</p> <p><u>For Plotted Project</u></p> <p>B. The Said Land, or part thereof is earmarked by the Promoter for the purpose of plotted development of a [commercial/residential/<i>any other purpose</i>] project, comprising plots and [<i>insert any other components of the Projects</i>] and the said project shall be known as '_____'</p>	<p>This is agreed and the appropriate changes are being made in terms of the comments of the State of Maharashtra.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			'("Plotted Project/Project, as the case may be")."	
4.	E.	<p>The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case maybe, from_____ [<i>Please insert the name of the concerned competent authority</i>]. 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 and other laws as applicable;</p>	<p><u>Proposed clause:</u></p> <p>"E. The Promoter has obtained the sanctioned plan, specifications and approvals for the apartment, plot or building, as the case may be, from_____ [<i>Please insert the name of the concerned competent authority</i>]. The Promoter agrees and undertakes that it shall not make any changes to the above approved plans of the apartment, plot or building except in strict compliance with section 14 of the Act and other laws as applicable;"</p>	<p>This is not agreed.</p> <p>In Proposed Clause of CREDAI AFS the term 'Layout Plan' is missing and other changes are inconsequential.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
5.	F.	The Promoter has registered the Project under the provisions of the Act with the____ (Name of Union Territory) Real Estate Regulatory Authority at _____ no._____; on _____ under registration.	<p><u>Suggestion:</u></p> <p>Certain projects are Excluded from Registration under the provisions of section 3(2) of RERA. This clause needs to be deleted in case of such projects.</p> <p><u>Proposed clause:</u> “The Promoter has registered the Project [excluding projects defined in Section 3(2) of RERA Act] under the provisions of the Act with the____ (Name of Union Territory) Real Estate Regulatory Authority at _____ no._____ on _____ under registration.”</p>	<p>This is not agreed.</p> <p>AFS is meant for RERA registered Project only.</p> <p>Thus, the suggestion of CREDAI is insignificant.</p>
6.	G.	The Allottee had applied for an apartment 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 ”)	<p><u>Suggestion:</u></p> <p>It has to be clarified that the Carpet Area mentioned in the Clause means carpet area as defined in section 2(k) of the RERA.</p> <p><u>Proposed clause:</u></p> <p>“The Allottee had applied for an apartment in the Project vide application no._ dated_ and has been allotted apartment no._ having carpet area, as defined under section 2(k) of RERA Act, of square feet, type, on floor in [tower/ block/ building] no. (“Building”) (hereinafter referred to as the “Apartment” more particularly described</p>	<p>This is not agreed.</p> <p>The definition of “Carpet Area” is already been defined in RERA and also same is being covered in Schedule A.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>along with garage/covered parking no._____ admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of <i>pro rata</i> share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C);</p> <p style="text-align: center;">[OR]</p> <p>The Allottee had applied for a plot in the Project vide application no._____ dated____ and has been allotted plot no.____ having area of ____square feet and plot for garage/covered parking admeasuring ____square feet (if applicable)] in the _____[Please insert the location of the garage/covered parking], as permissible under the applicable law and of <i>pro rata</i> share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred</p>	<p>in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C) along with garage/covered parking no._____ admeasuring square feet in the Project/layout land, as permissible under the applicable law and of <i>pro rata</i> share in the common areas as defined under clause (n) of Section 2 of the Act within the Project [“Common Areas within the Project”].</p> <p>[The Promoter to insert/disclose the following:</p> <p>(i) The entire Layout Land;</p> <p>(ii) Phase of the different projects in the Layout Land;</p> <p>(iii) Details of the total FSI consisting of FSI, TDR FSI, other FSI, and fungible areas, fungible FSI, premium FSI, incentive, free FSI etc. that the Promoter intends to utilize in the Layout Land by constructing various multiple/different projects in the Layout Land. Also to insert details about the FSI utilized/to be utilized in the Project, wherein the Apartment is under sale to the Allottee and subject matter of this Agreement.</p>	<p>This is not agreed.</p> <p>There are two types of AFS proposed by CREDAI:</p> <ol style="list-style-type: none"> 1. For Stand Alone Building 2. Phase of the different projects in the Layout Land. <p>If required, separate modalities for layout land may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		to as the “Plot” more particularly described in Schedule B);	<p>(iv) Common areas such as internal access roads, basements, podiums, ramps, driveways, open areas, gardens/raised gardens etc. but excluding the parking spaces meant for different projects/Allottees in the Layout Land and other areas exclusively meant for the use of different projects in the Layout Land [Please insert the location of the parking spaces and exclusive areas meant for the different projects/Allottees in the Layout Land] (“Common Areas of the Layout Land”);</p> <p>(v) Common Facilities and Amenities such as club house, swimming pool, auxiliary tank, UG tanks, water tank, electric sub-stations, sewerage treatment plant, DG sets, BMS rooms, garbage rooms, housekeeping rooms, Low Voltage system rooms, internet, cable gas etc. (“Common Facilities and Amenities of the Layout Land”);</p> <p>(vi) Rules and Regulations and usage of the above common areas of the layout land and common facilities and amenities of the layout land and the payments, charges, outgoings etc. for the usage as well as the maintenance and management of the aforesaid payable by the Allottee/Association of the Allottees to the Promoter till the Promoter hand over the management</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>and maintenance of the above to the Federation;</p> <p>(vii) Period to be stipulated for Transfer of Title/Conveyance of Title of the Layout Land and the buildings/structures thereon, which includes the Project in favour of Association of Allottees/ Societies/ Owners/Federation subject to such terms, conditions, components, covenants, easement, rights etc. based on individual needs and exigencies of the Layout Land;</p> <p>(viii) If no period for conveying the Title stipulated in the Agreement, then as per Section 17 of the RERA Act and the Rules and Regulations made there under and the applicable law, as the case may be or as provided in the Clause 8.3 herein;</p> <p>(ix) Any other terms, conditions, components, covenants based on individual needs and exigencies of the Layout Land; [OR]</p> <p>The Allottee had applied for a plot in the Plotted Project vide application no.____ dated____ and has been allotted plot no.____ having area of ____square feet and plot for garage/covered parking admeasuring ____square feet (if applicable)] in the _____.[Please insert</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus																										
			<p>the location of the garage/covered parking], as permissible under the applicable law and of 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 “Plot” more particularly described in Schedule B);</p>																											
7.	2.2	<table><tr><td>Block/Building/Tower no.,Apartment no.</td><td>Rate of Apartment per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Floor_____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p><small>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony/verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if applicable.</small></p> <p style="text-align: center;">[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p style="text-align: center;">[OR]</p> <table><tr><td>Plot no. _____</td><td>Rate of Plot per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p><small>*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.</small></p> <p style="text-align: center;">[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table>	Block/Building/Tower no.,Apartment no.	Rate of Apartment per square feet*	Type_____		Floor_____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	Plot no. _____	Rate of Plot per square feet*	Type_____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2	Total price (in rupees)	_____	<p>Suggestion:</p> <p>As per RERA Act, balcony, veranda, open terrace are included in the cost of the Apartment and no break up is required.</p> <p>Proposed clause:</p> <p>“*The Promoter may at its discretion or as per the provisions contained in RERA Act provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para 11 etc.”</p>	<p>This is not agreed.</p> <p>This clause is in line with RERA.</p> <p>There should not be discretion at the end of the Promoter.</p>
Block/Building/Tower no.,Apartment no.	Rate of Apartment per square feet*																													
Type_____																														
Floor_____																														
Total price (in rupees)	_____																													
Garage/Covered parking – 1	Price for 1																													
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Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc. if/as applicable.</p>		
8.	2.2.2	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date</p>	<p><u>Suggestion:</u> It needs to be clarified that for the purposes of Stamp Duty, the price exclusive of taxes would be taken into consideration. As per RERA Act, the total price excludes taxes. The promoter is permitted to collect such taxes separately. Promoter shall disclose all applicable taxes. If the increase in taxation is given retrospective effect and the same is to take effect prior to the scheduled date of completion, the allottee shall be liable to pay the same.</p> <p><u>Proposed clause:</u></p> <p>“The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the</p>	<p>This is not agreed.</p> <p>The proposed clause is detrimental to the interests of homebuyers as total price of unit should be inclusive of</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:</p> <p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change /modification:</p> <p>Provided further that if there is any increase in the taxes 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</p>	<p>Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee as stipulated in Clause 8.3 herein and the common areas within the Project, to the association of allottees or the competent authority, as the case may be, within 3 months from the formation of the Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee/association of allottees clearing all the charges due and payable by them to the promoter.</p> <p>Provided however the Allottee agrees and undertakes to continue to pay/make the payments, charges, outgoings, taxes etc. for usage and maintenance and management for common areas of the layout land and common facilities and amenities of the layout land to the Promoter from time to time till the above common areas of the layout land and common facilities and amenities of the layout land are handed over to the Federation.</p> <p>Provided further that if there is any increase in the taxes after the expiry of the scheduled</p>	<p>taxes and without too much conditions/permutation/ as suggested in by CREDAI.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		project by the Authority, as per the Act, the same shall not be charged from the allottee	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."	
9.	2.2.3	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 30 (thirty) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;	<p><u>Proposed clause:</u></p> <p>"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 15 (fifteen) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;"</p>	<p>This is not agreed.</p> <p>Decrease in time period for making payment by allottee is not in the interests of homebuyers.</p>
10.	2.2.4		<p><u>Suggestion:</u></p> <p>Total price should be subject to RERA Act.</p> <p><u>Proposed clause:</u></p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also]</p> <p>the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, <u>maintenance charges as per para 11 etc.</u> and includes cost for providing all other facilities, amenities and specifications to be provided within the _Apartment/Plot] and the Project.</p>	<p>“The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment/Project, as the case may be, but also includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot or bare shell condition, if agreed between the Parties] and also include the Common Areas within the Project and its internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment, maintenance charges as per para 11 etc. Within the Project.</p> <p>Provided however the Allottee shall agree and undertake to continue to pay/make the payments, charges, outgoings, taxes etc. for the usage and maintenance and management of the common areas of the layout land and common facilities and amenities of the layout land to the Promoter from time to time till the above common areas of the layout land and</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive which covers taxes and firefighting equipment in the common areas, which is missing in suggested version of CREDAI.</p> <p>This is not agreed.</p> <p>Proposed proviso mandates the allottee to make further payments to promoter, which is not in the interests of allottees.</p> <p>Also, the term ‘Federation’ has not been defined anywhere in RERA.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			common facilities and amenities of the layout land are handed over to the Federation.”	
11	2.3	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. 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	<p><u>Suggestion:</u></p> <p>The total price should be subject to provisions explained in RERA Act.</p>	<p>This is not agreed.</p> <p>The AFS Rules are subordinate legislation under RERA (central legislation), in case of any deviation between Rules and Act, the provision of Act will prevail.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		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.		
12.	2.7	<p>It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.</p> <p>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.</p>	<p><u>Proposed clause:</u></p> <p>“2.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans of the Apartment, plot or building, and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and other laws as applicable.</p> <p>Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee in the Apartment, or such minor changes or alterations to the Apartment/Project as per the provisions of the Act</p> <p>and other laws, as applicable, and also such other changes, alterations etc. of which the Promoter has made prior disclosure</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit of this provision.</p>

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			<p>Project, which is under sale] and the Allottees shall confirm the rights of the Promoter with regard to alterations, amendments, changes etc. to the layout plans from time to time in respect of the Layout Land without altering the plans of the Project wherein the Apartment is under sale to the Allottee and subject matter of the Agreement.” to the Allottee.</p> <p>Provided however the Promoter shall be entitled to make changes, alterations, modifications etc. to the layout plan from time to time as permissible by the local authorities [save and except the Project, which is under sale] and the Allottees shall confirm the rights of the Promoter with regard to alterations, amendments, changes etc. to the layout plans from time to time in respect of the Layout Land without altering the plans of the Project wherein the Apartment is under sale to the Allottee and subject matter of the Agreement.”</p>	
13.	2.8		<p><u>Suggestion:</u></p> <p>The error margin of 3% has to be extended to the Promoter as well as keeping in mind the provision of Legal Metrology Act, 2009 and it's</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p><i>[Applicable in case of an apartment]</i> The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five 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 three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.</p>	<p>respective Rules/Regulations. In view thereof the clause needs to be amended as under</p> <p><u>Proposed clause:</u></p> <p>“2.8 <i>[Applicable in case of an apartment]</i> The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion 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 reduction in the carpet area, which is more than three percent of the carpet area of the apartment then the Promoter shall refund the excess money paid by Allottee for such reduced area beyond three percent, within six months 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 three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All</p>	<p>CREDAI dilutes the spirit of this provision.</p> <p>In case of reduction in the carpet area, promoter has to refund and promoter can demand money only in case of increase of more than 3% in the carpet area.</p> <p>This is not agreed since it is detrimental to the interests of the allottees.</p>

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			these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.”	
14.	2.9.(ii)	<p>The Allottee shall also have undivided proportionate share / interest in the Common Areas.</p> <p>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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;</p>	<p><u>Proposed clause:</u></p> <p>“2.9.(ii) The Allottee, shall also have undivided proportionate share / interest in the Common Areas within the Project, as per Section 17 of RERA Act.</p> <p>Since the share / interest of Allottee in the Common Areas within the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas within the Project, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas within the Project, to the association of allottees within 3 months from formation of the Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee /association of allottee clearing all the charges due and payable by them to the promoter;”</p>	<p>This is not agreed.</p> <p>Common area has to be handed over only after Completion Certificate not within 3 months from the date of formation of the association of allottees.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p>

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			Provided however, If there is a basement/podium in the Project wherein the Apartment is under sale to the Allottee and which is a common basement/podium of the Layout Land then the Promoter to insert such terms, conditions, components, covenants and usage of such basement/podium based on the needs and exigencies of the Layout Land."	Suggested version of CREDAI dilutes the spirit of this provision.
15.	2.9(iii)	<p>That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment</p> <p>but also_ the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint,</p>	<p><u>Suggestion:</u></p> <p>Even Bare shell projects need to be taken into consideration for computation of the price.</p> <p><u>Proposed clause:</u></p> <p>"That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment/ Project, but also includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] or bare shell condition, if agreed between the parties and also includes the Common Areas within Project and its internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles,</p>	<p>This is not agreed.</p> <p>There is no such clause in 2.9(iii) of AFS.</p> <p>This clause is identical to clause 2.2.4 of AFS.</p> <p>Clause of Draft AFS is more comprehensive which covers taxes and fire fighting equipment in the common areas, which is missing in suggested version of CREDAI.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;	<p>tiles, doors, windows, fire detection and fire fighting equipment, maintenance charges as per para 11 etc. within the Project.</p> <p>Provided however the Allottee shall agree and undertake to continue to pay/make the payments, charges, outgoings, taxes etc. for usage and maintenance and management of the common areas of the layout land and common facilities and amenities of the layout land to the Promoter from time to time till the above common areas of the layout land and common facilities and amenities of the layout land are handed over to the Federation."</p>	<p>This is not agreed.</p> <p>Proposed proviso mandates the allottee to make further payments to promoter, which is not in the interest of allottees.</p> <p>Also, the term 'Federation' has not been defined anywhere in RERA.</p>
16.	2.10	It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is	<p><u>Proposed clause:</u></p> <p>It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/covered parking within the Project, shall be treated as a single indivisible</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>an independent, self contained Project covering the said Land</p> <p>and is not a 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 only for use and enjoyment of the Allottees of the Project.</p>	<p>unit for all purposes. It is agreed that the Project is a part of the Layout Land and not an independent, self contained Project covering the said Land.</p> <p>[The Promoter to insert/disclose the following:</p> <p>(i) The entire Layout Land;</p> <p>(ii) Phase of the different projects in the Layout Land;</p> <p>(iii) Details of the total FSI consisting of FSI, TDR FSI, other FSI, fungible areas, fungible FSI, premium FSI, incentive, free FSI etc. that the Promoter intends to utilize in the Layout Land by constructing various multiple/different projects in the Layout Land. Also to insert details about the FSI utilized/to be utilized in the Project, wherein the Apartment is under sale to the Allottee and subject matter of this Agreement.</p> <p>(iv) Common areas such as internal access roads, basements, podiums, ramps, driveways, open areas, gardens/raised gardens etc. but excluding the parking spaces meant for different projects/Allottees in the Layout Land and other areas exclusively meant for the use of different projects in the Layout Land</p>	<p>This is not agreed.</p> <p>There are two types of AFS proposed by CREDAI:</p> <ol style="list-style-type: none"> 1. For Stand Alone Building 2. Phase of the different projects in the Layout Land. <p>If required, separate modalities for layout land may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>

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			<p>[Please insert the location of the parking spaces and exclusive areas meant for the different projects/Allottees in the Layout Land] (“Common Areas of the Layout Land”);</p> <p>(v) Common Facilities and Amenities such as club house, swimming pool, auxiliary tank, UG tanks, water tank, electric sub-stations, sewerage treatment plant, DG sets, BMS rooms, garbage rooms, housekeeping rooms, Low Voltage system rooms, internet, cable gas etc. (“Common Facilities and Amenities of the Layout Land”);</p> <p>(vi) Rules and Regulations and usage of the above common areas of the layout land and common facilities and amenities of the layout land and the payments, charges, outgoings etc. for the usage as well as the maintenance and management of the aforesaid payable by the Allottee/Association of the Allottees to the Promoter till the Promoter hand over the management and maintenance of the above to the Federation;</p> <p>(vii) Period to be stipulated for Transfer of Title/Conveyance of Title of the Layout Land and the buildings/structures thereon, which includes the Project in favour of Association of Allottees/ Societies/ Owners/Federation</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>subject to such terms, conditions, components, covenants, easement, rights etc. based on individual needs and exigencies of the Layout Land;</p> <p>(viii) If no period for conveying the Title stipulated in the Agreement then as per Section 17 of the RERA Act and the Rules and Regulations made thereunder and the applicable law, as the case may be or as provided in the Clause 8.3 herein;</p> <p>(ix) Any other terms, conditions, components, covenants based on individual needs and exigencies of the Layout Land.”</p>	
17.	2.11	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	<p><u>Suggestion:</u></p> <p>The said clause needs to be modified to take into account the amounts due and payable by the allottee to the Promoter. The said clause needs to be modified as under;</p> <p><u>Proposed clause:</u></p> <p>“2.11 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 (such as and cost, ground rent, municipal or</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS protects the interest of allottees. Inserting the proviso may be misused by promoter.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>the project).If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any 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.</p>	<p>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 above outgoings collected by it from the Allottees or any 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 Apartment, 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;</p> <p>Provided, amounts, if any, due and payable by the allottee to the promoter before transferring the possession of the apartment/plot to the allottee, shall be adjusted.</p> <p>Provided however the Allottee shall agree and undertake to continue to pay/make the payments, charges, outgoings, taxes etc. for usage and maintenance and management of the common areas of the layout land and common facilities and amenities of the layout</p>	<p>This is not agreed.</p> <p>Proposed proviso mandates the allottee to make further payments to promoter, which is not in the interests of allottees.</p> <p>Also, the term 'Federation' has not</p>

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			land to the Promoter from time to time till the above common areas of the layout land and common facilities and amenities of the layout land are handed over to the Federation.”	been defined anywhere in RERA.
18.	2.12	<p>The allottee has paid a sum of Rs. _____ (Rupees _____ Only) as booking amount being part payment towards the total Price of the [Apartment/Plot] 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 [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein.</p> <p>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 Rules.</p>	<p><u>Proposed clause:</u></p> <p>“The allottee has paid a sum of Rs. _____ (Rupees _____ Only) as booking amount being part payment towards the total Price of the [Apartment/Plot] 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 [Apartment/Plot] as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein.”</p>	<p>This is not agreed.</p> <p>The proviso of this clause provided in the draft AFS may not be deleted, as suggested by CREDAI.</p>
19.	4.2	<p>The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the</p>	<p><u>Proposed clause:</u></p> <p>“The Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter fully</p>	

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		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 if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.	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 if any 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.	
20.	6.	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 [Apartment/Plot] to the Allottee and the common areas to the association of	<u>Proposed clause:</u> “6. 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 [Apartment/Plot] to the Allottee as stipulated in Clause 8.3 herein and the common areas within the Project, to the association of allottees or	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		allottees or the competent authority, as the case may be.	<p>the competent authority, as the case may be within the 3 months from formation of Association of Allottees as stipulated in Clause 9(xviii) herein, subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottees/association of allottees clearing all charges, due and payable by them to the Promoter.</p> <p>Provided however the Allottee shall agree and undertake to continue to pay/make the payments, charges, outgoings taxes etc. for usage and maintenance and management of the common areas of the layout land and common facilities and amenities of the layout land to the Promoter from time to time till the above common areas of the layout land and common facilities and amenities of the layout land are handed over to the Federation.</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees. Suggested version of CREDAI dilutes the spirit of this provision.</p> <p>Proposed proviso mandates the allottee to make further payments to promoter, which is not in the interest of allottees.</p> <p>Also, the term 'Federation' has not been defined anywhere in RERA.</p>
21.	7.	CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the	<p><u>Proposed clause:</u></p> <p>"7 CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the sanctioned plan of the Project, specifications, amenities</p>	

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		<p>[Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities. 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 bye laws, FAR and density norms and provisions prescribed by the _____ [Please insert 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.</p>	<p>and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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 sanctioned plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans of Project, approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions as permissible and approved /prescribed by the Local Laws with regards to the Project, _____ [Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans of Project, wherein Apartment is under sale to the Allottee other than in the manner provided under the Act and other laws as applicable and/or such changes, alterations etc. of which prior disclosure is made by the Promoter to the Allottee, and breach of this term by the Promoter shall constitute a material breach of the Agreement.”</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees. Suggested version of CREDAI dilutes the spirit of this provision.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>[Promoter to insert/disclose to the Allottee the entire FSI, TDR, FSI and other FSI, benefits etc. that shall be utilized by the Promoter in constructing various multi-storeyed buildings/ structures in the layout land, as permissible from time to time by the local authorities and also to disclose the FSI already utilized/to be utilised in the Project.]</p> <p>Provided however the Promoter shall be entitled to make changes, alterations, modifications etc. to the layout plan from time to time as permissible by the local authorities and the Allottees shall confirm the rights of the Promoter with regard to alterations, amendments, changes etc. to the layout plans from time to time in respect of the Layout Land without altering the plans of the Project wherein the Apartment is under sale to the Allottee and subject matter of the Agreement."</p>	<p>This is not agreed.</p> <p>If required, separate modalities for layout land may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>
22.	8.1	Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the	<p><u>Proposed clause:</u></p> <p>"8.1 Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas within the Project, to the association of allottees or the competent authority, as the case may be,</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>case may be, is the essence of the Agreement.</p>	<p>within 3 months from the date of formation of Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottees / association of allottees clearing all charges, due and payable by them to the Promoter is the essence of the Agreement.”</p> <p>Provided however the Allottee shall agree and undertake to continue to pay/make the payments, charges, outgoings, taxes etc. for the usage and maintenance and management of the common areas of the layout land and common facilities and amenities of the layout land to the Promoter from time to time till the above common areas of the layout land and common facilities and amenities of the layout land are handed over to the Federation.”</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit and essence of this provision.</p> <p>This is not agreed.</p> <p>Proposed proviso mandates the allottee to make further payments to promoter, which is not in the interests of allottees.</p> <p>Also, the term ‘Federation’ has not been defined anywhere in RERA.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
23.	8.2	<p>The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, 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").</p>	<p><u>Suggestion:</u></p> <p>It is pertinent to note that other than the force majeure events, there are various situations which would have an impact on the construction activity. For Example in Delhi/NCR the construction activities are ordered to be stopped when the pollution levels rise. Such factors need to be also taken into consideration.</p> <p><u>Proposed clause:</u></p> <p>"8.2 The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas within the Project/, as provided herein with all specifications, amenities and facilities within the Apartment or bare shell condition if agreed by the parties, as the case may be, 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 ("Force Majeure"), including any pandemic or any other decisions of the government/court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation certificate of the Project within the</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI to include certain situations along with <i>force majeure</i> events will dilute the spirit of this provision.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>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 [Apartment/Plot], 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 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 45 days from that date. 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.</p>	<p>required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter.</p> <p>If, however, the completion of the Project, is delayed due to the Force Majeure conditions prescribed hereinabove, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions prescribed hereinabove, are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project, due to Force Majeure conditions prescribed hereinabove, 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 6 months from that date. 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</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			obligations and liabilities under this Agreement.	
24.	8.3	<p>Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within two months of obtaining the occupancy certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate.</p> <p>[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter</p>	<p><u>Proposed clause:</u></p> <p>“Procedure for taking possession:</p> <p>The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within three months of obtaining the occupancy/completion certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within seven days from the date of intimation to take possession subject to Allottee having paid the total price and other payment/outgoings to the Promoter.</p> <p>[Provided that, in the absence of local law or no period for conveying the title of the Layout Land and all</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Increase of period from 2 to 3 months for promoter to give possession and reduction of period for taking possession for allottee from 2 months to 7 days, is not justified.</p> <p>Also, 7 days is very short period for taking possession as there are</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>within 3 months from the date of issue of occupancy certificate].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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>	<p>the buildings/structures including the Project thereon is stipulated in the Agreement then, the conveyance deed of the Layout Land and all the buildings structures thereon shall be carried out by the Promoter jointly in favour of all the Associations of Allottees/ societies/ owners/Federation of all the different buildings/projects in a layout land within 3 months from the date of issue of occupancy/completion certificate of the last project in the layout land i.e. to the last of the building/wing in the layout land and subject to sale of 51% of the flats in all such different projects and subject to the Allottees having paid the total price and other outgoings and also subject to Allottees/ Association of the Allottees clearing all charges pertaining to the common areas of the Layout land and common facilities and amenities of the Layout Land due and payable by them to the Promoter. However, the conveyance deed shall be subject to the terms, conditions and covenants including easement rights as provided in the Agreement for Sale and shall have suitable</p>	<p>many formalities before taking possession.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p> <p>This is not agreed.</p> <p>If required, separate modalities for layout land may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>provisions regarding the rights and obligations of each Association of Allottees/ Societies/ Owners in such layout land.</p> <p>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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion/occupation certificate, as the case may be, for the Project. The promoter shall hand over the completion/occupancy certificate of the apartment/plot, as the case may be, to the allottee/Association of the Allottees at the time of conveyance."</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
25.	8.4	<p>Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 8.3, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.3.</p>	<p><u>Proposed clause:</u></p> <p>“8.4 Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. Including any other costs or taxes that are applicable for the said period.”</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees. There should not be any other cost /tax etc.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
26.	8.5	<p>Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].</p>	<p><u>Proposed clause:</u></p> <p>“8.5 Possession by the Allottee - After obtaining the occupancy/completion certificate and handing over physical possession of the [Apartment/Plot] to the Allottees as stipulated in Clause 8.3 herein, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas within the Project, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas within the Project, to the association of allottees or the competent authority, as the case may be, at the time of conveyance].</p> <p>Provided however the Promoter shall hand over necessary documents and plans of the layout land to the Federation consisting of all Associations of Allottees/ societies /owners of all buildings in the layout</p>	This is not agreed.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			land at the time of registration of conveyance, as mentioned in clause 8.3 above.”	
27.	8.6	<p>Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.</p> <p>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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.</p>	<p><u>Proposed clause:</u></p> <p>“Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project, as provided in the Act.</p> <p>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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within six months of such cancellation.”</p>	<p>This is not agreed.</p> <p>Increase in period of refund by promoter from 45 days to 6 months is neither justified nor in the interests of allottee.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
28.	8.7	<p><u>Death of Allottee-</u> Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs chose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. <u>If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs.</u> However, the Promoter shall not be liable to pay any interest thereon.</p>	<p><u>Suggestion:</u></p> <p>Death of Allottee is a one of many uncertain event whereas there shall be many examples where allottee shall cancel/withdraw/continue with the agreement. Thus this needs to be dealt with as similar to where voluntarily cancellation of units under the RERA Act and the cancellation and refund shall be as per agreed terms or as prescribed by the state.</p> <p><u>Proposed clause:</u></p> <p>“Death of Allottee- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs chose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees and its legal heirs.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment.</p> <p>Such intimation shall be in writing to the Promoter by all the legal heirs.</p>	<p>any interest thereon. The payment shall be made within six months of the legal heirs intimating their decision to surrender the allotment.</p> <p>Such intimation shall be in writing to the Promoter by all the legal heirs.”</p>	
29.	8.8	<p>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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p>	<p>Proposed clause:</p> <p>“8.8 Compensation – The Promoter shall compensate the Allottee if the Promoter has not disclosed encumbrances and/or litigations affecting the title of the said land to the Allottee in the title report annexed to this Agreement and due to such non-disclosure any loss is 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 other laws as applicable and the claim for interest and compensation under this provision shall be made within a</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot]</p> <p>(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received</p>	<p>reasonable period not exceeding 3 years from the date on which right to claim such interest and compensation first arose.</p> <p>Except for occurrence of a Force Majeure event including any pandemic or any other decisions of the government /court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation certificate of the Project within the required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter, and the parties agreeing to the contrary, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI to include certain situations along with <i>force majeure</i> events will dilute the spirit of this provision.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where 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 handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty fivedays of it becoming due.</p>	<p>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 [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within six months of it becoming due. Provided that where 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 handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within six months of it becoming due.”</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
30.	9.(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;	<p><u>Proposed clause:</u></p> <p>“9.(i)The [Promoter] has marketable title subject to pending litigations, where there is no bar on selling or carrying on development as disclosed in the Title Report annexed to this Agreement with respect to the said Land; or the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land subject to pending litigations where there is no bar on selling or carrying on development as disclosed in the title report annexed to this Agreement for the Project;”</p>	<p>This is not agreed.</p> <p>The project wherein litigation is pending should not be sold by Promoter, as it may be against the interests of allottees.</p>
31.	9(iii)	<p>There are no encumbrances upon the said Land or the Project;</p> <p>[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and</p>	<p><u>Proposed clause:</u></p> <p>“There are no encumbrances upon the said Land or the Project, except those disclosed in the Title Report;</p> <p>[in case there are any encumbrances on the said land provide details of such encumbrances including any rights, title, interest and name of party in or over said land]”</p>	<p>This is not agreed.</p> <p>There should not be encumbrances on the land and disclosure of the same may not be verified by an individual homebuyer.</p> <p>Therefore, the proposed clause of CREDAI is</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		name of party in or over such land]		against the interest of homebuyers.
32.	9(iv)	There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];	<p><u>Proposed clause:</u></p> <p>“There are no litigation pending in any court of law or authority with respect to the said land, Project/ or the [Apartment/Plot] except those disclosed in the title report.”</p>	<p>This is not agreed.</p> <p>There should not be litigation and disclosure of the same may not be verified by an individual homebuyer.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
33.	9(ix)	At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;	<p><u>Proposed clause:</u></p> <p>The Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] as stipulated in Clause 8.3 herein to the Allottee and the common areas within the Project, to the association of allottees or the competent authority, as the case may be within 3 months from the formation of the Association of Allottees as stipulated in Clause 9(xviii) herein subject to sale of 51% of the Apartments and the Promoter having received the entire total price from the Allottees of 51% of such Apartments and also subject to the allottee /association of allottees clearing all the charges due and payable by them to the promoter.</p>	<p>This is not agreed.</p> <p>Such condition for handover is against the interest of allottees.</p> <p>This is not agreed.</p>
34.	9.(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;	<p><u>Suggestion:</u></p> <p>This clause needs to be deleted as there is no legal bar in developing a property belonging to an HUF or a minor.</p>	<p>Mention of HUF is being removed. However, restriction regarding 'minor' is in the interest of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
35.	9.(xi)	<p>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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;</p>	<p><u>Suggestion:</u></p> <p>The liability of the Promoter needs to be limited till the date of handing over possession and not till the execution of conveyance.</p> <p><u>Proposed clause:</u></p> <p>“9.(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 till the completion/ occupation certificate, as the case may be, has been issued and possession of apartment, plot or building, as the case may be, has been handed over to the allottee. Thereafter the Allottees shall be solely responsible to make all the payments towards outgoings, taxes, charges etc. as stipulated above”</p>	<p>This is not agreed since the proposed clause is detrimental to the interests of the allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
36.	9.(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.	<p><u>Proposed clause:</u></p> <p>“9.(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 land), which has a direct bearing on the construction and sale of apartments/Plots to the Allottee has been received by or served upon the Promoter in respect of the said Land and/or the Project.”</p>	<p>This is not agreed.</p> <p>No such dilution in rules is acceptable, which is against the interest of allottees.</p>
37.	9(xiii)	The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this real estate project. The said documents are available on the www._____ website of Regulatory Authority.	<p><u>Suggestion:</u></p> <p>Certain projects are excluded from registration under the provisions of Section 3(2) of RERA Act. This clause needs to be deleted in case of such project.</p> <p><u>Proposed clause:</u></p> <p>“The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of Project, excluding projects as defined in Section 3(2) of</p>	<p>This is not agreed.</p> <p>AFS is meant only for RERA registered Projects.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			RERA Act. The said documents are available on the www. website of Regulatory Authority.”	
38.	9(xvi)	The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees and without the prior written approval of the Authority. The Promoter shall have no right, as an Allottee itself, to vote for such transfer. It is specifically assured and acknowledged that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings in the Project under this Agreement	<p><u>Suggestion:</u></p> <p>This clause is void. The transferee of the promoter would be bound by the same terms and conditions as the Promoter. Such restriction would Infact be counter-productive to the object of the RERA.</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		by the erstwhile promoter and the transferee or assignee promoter shall be equally and fully bound by this Agreement with respect to the allotment and the Allottee.		
39.	9(xvii)	After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartments which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments, as determined by the association of allottees.	<p><u>Proposed clause:</u></p> <p>“9(xvii)After the association of allottees has taken over the physical possession and maintenance of the Common Areas within the Project, the Promoter shall be deemed to be owner of such apartments including the unsold covered parking/garage as kept for such unsold Apartments, covered parking, garages which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments including the unsold covered parking/garage as kept for such unsold Apartments, as determined by the association of allottees, which should be in any case par with other Allottees</p>	Changes made in Clause 9(xvii) of AFS in terms of the comments made to the suggestions of CREDAI-National.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>which should be in any case par with other Allottees.”</p> <p>The Association of Allottees shall not in any manner prevent the Promoter from selling the unsold apartment/s and the covered parking/garages kept for such unsold apartment/s and the Association of Allottees shall join the new allottees of such unsold apartment/s as its member without demanding/ charging any compensation, transfer fees etc. either from the Promoter or new allottees of such unsold apartment/s.”</p>	
40.	9(xviii)	The Promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the Allottees, or a Federation of the same, under the laws applicable: Provided that in the absence of local laws, the association of Allottees, by whatever name called, shall be formed within a period of three months of the majority of Allottees having booked their plot or apartment or building, as the case may be, in the project.	<p><u>Proposed clause:</u></p> <p>“The Promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the Allottees, or a Federation of the same, under the laws applicable:</p> <p>Provided that in the absence of local laws, the association of Allottees, by whatever name called, shall be formed within a period of four months of the 51% of the Allottees having taken possession of their</p>	This is not agreed. Clause of Draft AFS is more comprehensive and in the interest of allottees.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			respective Apartments in the Project.”	
41.	10.1(i)	10.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:	<p><u>Suggestion:</u></p> <p>The said clause does not take into account situations where the allottee has contracted for a bare shell structure to do the interiors as per his taste and choice.</p> <p><u>Proposed clause:</u></p> <p>“10.1(i) Subject to the Force Majeure clause and any pandemic or any other decisions of the government/court wherein construction sites have been stalled or the Planning Authorities/Local Bodies altering/revoking the sanctioned plan of the Project or do not issue to the Promoter completion /occupation</p>	This is not agreed. Suggested version of CREDAI to include certain situations along with <i>force majeure</i> events will dilute the spirit of this provision.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications ,amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;</p>	<p>certificate of the Project within the required time frame or financial institutions/loaning bodies abruptly stops funding/s to the Project for no fault of the Promoter, the Promoter shall be considered under a condition of Default, in the following events:</p> <p>(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot], or bare shell condition, if agreed by the parties of the Apartment, to the Allottee within the time period specified in para 7.1 or fails to complete the Project, within the stipulated time disclosed at the time of registration of the Project, with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities within the Project, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case</p>	<p>This is not agreed since it is detrimental to the interests of the allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			may be, has been issued by the competent authority;"	
42.	10.2.2	<p>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 apartment, alongwith interest at the rate prescribe4d in the Rules within forty-five days of receiving the termination notice:</p> <p>Provide that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of</p>	<p><u>Proposed clause:</u></p> <p>"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 apartment, alongwith interest at the rate prescribe4d in the Rules within six months of receiving the termination notice:</p> <p>Provide that where an Allottee does not intend to withdraw from the Project, or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the</p>	<p>This is not agreed.</p> <p>Increase from 45 days to 6 months will be detrimental to the interests of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.</p>	<p>Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within six months of it becoming due.”</p>	
43.	10.3	<p>The Allottee shall be considered under a condition of default, on the occurrence of the following event:</p> <p>In case the Allottee fails to make payments for <u> </u> 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 prescribed in the Rules;</p>	<p><u>Suggestion:</u></p> <p>Due to the default of the Allottee, the Promoter may not be able to fulfil the deadlines of the project and in such scenario, the Promoter should not be penalised.</p> <p>Procedure of this should be as stated in Part B of the draft.</p> <p><u>Proposed clause:</u></p> <p>“The Allottee shall be considered under a condition of default, on the occurrence of the following event:</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interests of allottees, as period for homebuyer has been reduced and 30 days prior notice period has been deleted.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee</p> <p>and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided further that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p>	<p>In case the Allottee fails to make payments on demand made by the Promoter as per the Payment Plan annexed hereto, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;</p> <p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond 15 days after demand by the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and this Agreement shall thereupon stand terminated and the Promoter shall</p> <p>refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities within six months from the date of such termination. Provided further that the promoter shall intimate the allottee about such termination."</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
44.	11.1 .	<p>The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 2.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.</p> <p>[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate.</p>	<p><u>Proposed clause:</u></p> <p>“The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall in the absence of local law or no period for conveying the title of the Layout Land and all the buildings/structures including the Project thereon is stipulated in the Agreement then, the conveyance deed of the Layout Land and all the buildings structures thereon shall be carried out by the Promoter jointly in favour of all the Associations of Allottees/ societies/ owners/Federation of all the different buildings/projects in a layout land within 3 months from the date of issue of completion /occupancy certificate of the last project in the layout land i.e. to the last of the Building/Wing in the layout land and subject to sale of 51% of the flats/apartments in all such different projects in the layout land and subject to the Allottees having paid the total price and other outgoings and also subject to Allottees/ Association of the Allottees clearing all</p>	<p>This is not agreed.</p> <p>Suggested version of CREDAI dilutes the spirit.</p> <p>Sale of 51% of the Apartments in the Project is not justifiable criteria and against the interests of allottees.</p> <p>Clause of Draft AFS is more comprehensive and in the interests of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.</p>	<p>charges pertaining to the common areas of the layout land and common facilities and amenities of the layout due and payable by them to the Promoter as mentioned in Clause 8.3 above. However, the conveyance deed shall be subject to the terms, conditions and covenants including easement rights as provided in the Agreement for Sale and shall have suitable provisions regarding the rights and obligations of each Association of Allottees/ Societies/ Owners in such layout land. However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee."</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
45.	12	<p>MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:</p> <p>The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].</p>	<p><u>Proposed clause:</u></p> <p>“12. MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT:</p> <p>The Promoter shall be responsible to provide and maintain essential services within the Project, till the issuance of completion/occupation certificate of each Project Building/Wing. The Promoter shall be responsible after issuance of the completion/occupation certificate to maintain essential services only subject to the Allottee making timely payments for the maintenance of essential services in the Project, and not otherwise. The adhoc amount towards such maintenance has been disclosed.</p> <p>Provided however the Allottee shall agree, undertake and be responsible to continue to pay/make payments, charges, outgoings, taxes etc. to the Promoter pertaining to the usage and maintenance and management of the common areas of the layout land and common facilities and</p>	<p>This is not agreed.</p> <p>Clause of Draft AFS is more comprehensive and in the interest of allottees.</p> <p>Suggested version of CREDAI dilutes the spirit and against the interest of allottees.</p> <p>Such disclosure towards such maintenance as adhoc amount may be detrimental to the interest of allottees.</p> <p>This is not agreed.</p> <p>Such proviso of making mandatory future payments by allottees may be detrimental to the interests of allottees.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			amenities of the layout land to the Promoter till management and maintenance of the common areas of the layout land and common facilities and amenities of the layout is handed over to the Federation consisting of all the Associations of Allottees/ societies/ owners of the different projects in a single layout land.”	
46.	13	DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30	<u>Suggestion:</u> 5 year period shall commence from the date of grant of OC. Date of possession for every flat will be different. <u>Proposed clause:</u> “13 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	This is not agreed. As per the provisions of RERA, the defect liability period to be started from date of possession. There may be different dates for each allottee but to protect the interests of each of the allottees, this clause is significant. Suggested version of CREDAI dilutes the spirit

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		(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.	the Promoter within a period of 5 (five) years by the Allottee from the date of grant of OC , it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days in case of minor defects and within a reasonable time in case of major defects , 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."	and against the interest of allottees.
47.	15.	Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the(<i>project name</i>), 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's etc. and other permitted uses as per sanctioned plans.	<p><u>Suggestion:</u></p> <p>Usages in basement should be subject to local laws and relevant DC Regulations permitted and not therefore restricted in the said draft in a blanket manner.</p> <p><u>Proposed clause:</u></p> <p>"Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within <i>Project</i>, shall be earmarked for purposes such as parking spaces and services including but not limited to car charging point, BMS</p>	<p>This is not agreed.</p> <p>This may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		<p>The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.</p>	<p>rooms, garbage rooms, house rooms, internet, cable gas, LV system room, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.</p> <p>[Promoter to insert terms, conditions, components and covenants with regard to the basements and service areas within the basements and the podiums in the layout land which shall be part of the common areas of the layout land and the management and maintenance of such basements and podiums shall be handed over to the Federation consisting of all Associations of Allottees/societies/ owners of the</p>	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			different projects in a layout land. The Allottees/ Associations of Allottees/ Societies shall be responsible to make the payments of maintenance and management of such basements and podiums and common areas of the layout land and the common facilities and amenities of the layout land to the Promoter from time to time till the same is handed over to the Federation.]	
48.	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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.	<u>Proposed clause:</u> “18 ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere within the Project, after the building plan, , sanction plan and specifications, amenities and facilities within the Apartment has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and other laws as applicable. Changes in plans on account of requirements of planning authority and if prior	This is not agreed. Clause of Draft AFS is more comprehensive and in the interests of allottees. Prior disclosure may not be a ground and should not be made as exemption for all such clauses of AFS.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			<p>disclosures are made by the Promoter to the Allottee shall be exempted.</p> <p>Provided however the Promoter shall be entitled to develop the balance layout land by constructing multi-storeyed buildings/ structures in phase manner from time to time as permissible and as per the plans approved in that behalf by the local authorities.”</p>	
49.	20.	<p>APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):</p> <p>The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of RERA, 2016 as also the _____ <i>[Please insert the name of the state Apartment Ownership] Act</i>), in so far as it is not inconsistent with the provisions of RERA, 2016. The Promoter further assures compliance of various laws/regulations as applicable in____, in so far as it is not inconsistent with the provisions of RERA, 2016.</p>	<p><u>Suggestion</u></p> <p>There can be various local laws regarding formation of ultimate body and conveyance thereof eg. Societies, Companies, Apartment associations/Condominiums etc.</p> <p><u>Proposed clause:</u></p> <p>“20. APARTMENT OWNERSHIP ACT / Societies Act/ Company Act etc (OF THE RELEVANT STATE or Central Legislation):</p> <p>The Promoter has assured the Allottees that the Project, in its entirety is in accordance with the provisions of RERA Act, 2016 & Rules as also the local</p>	<p>This is not agreed.</p> <p>This may be accommodated in Part B of AFS as long as it is not contrary to the provisions of RERA and Part A of AFS.</p>

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
			laws _____ [Please insert the name of the state Apartment Ownership] Act) and other applicable laws, in so far as it is not inconsistent with the provisions of RERA Act, 2016 & Rules. The Promoter further assures compliance of various laws/regulations as applicable in ____, in so far as it is not inconsistent with the provisions of RERA Act, 2016 & Rules.”	
50.	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 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the	<u>Proposed clause:</u> “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 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the	This is not agreed. Clause of Draft AFS is more comprehensive and in the interests of allottees. Suggested version of CREDAI dilutes the spirit and against the interests of allottees, as the time period of refund by promoter should not be increased to 6 months.

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
		address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee 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 30(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.	address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee 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 30(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 within 6 (six) months to the Allottee without any interest or compensation whatsoever.”	

Sr. No	Clause No.	Existing Clause	Suggestions/Objections/Proposed Clause	Remarks of MoHUA and Amicus
51.	34.	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.	<u>Proposed clause:</u> “ 34. 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/mediation, failing which the same shall be settled as per the provisions of the RERA .”	This is agreed.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
1.		<p>[If the promoter 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 _____and its corporate office at (PAN____), represented by its authorized signatory (Aadhar no.) authorized vide board resolution dated _____ hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).</p>	<p>This Agreement for Sale (Agreement) made and entered into at _____ place of execution this _____date day of month, year.</p> <p style="text-align: center;"><u>BY AND BETWEEN</u></p> <p>[If promoter is a company /LLP] _____ Name of company / LLP(CIN / LLPIN No.),a company / limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013, / the Limited Liability Partnership Act, 2008 (PAN____.), having its office at _____address represented by its authorized signatory _____name _____ (Aadhar No) authorized vide 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 and assigns) of the First Part. OR [If promoter is a HUF] Mr. Name_____, (Aadhar No._____, for self and as the Karta of the Hindu Undivided Family known as _____ name of HUF (PAN_____.),residing at address_____hereinafter referred to as the “promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as</p>	<p>This is agreed. All categories of Promoters and allottees as suggested may be incorporated/ substituted in the AFS.</p> <p>However, a society registered under local state law shall be mentioned accordingly.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>[OR]</p> <p>[If the promoter is a Partnership firm]</p> <p>_____ 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 “Promoter” (which expression shall unless repugnant to the context</p>	<p>well as the members of the said Hindu Undivided Family, their heirs, executors, administrators, successors-in-interest and assigns) of the First Part.</p> <p>(OR)</p> <p>[If promoter is a trust] name of trust _____, a trust registered under the Maharashtra Public Trust Act, 1950 /Indian Trust Act, 1882 bearing registration No._____. Having its registered office at (PAN. _____), represented by its trustee and authorized signatory name (Aadhar No._____) authorized vide 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 trustee or trustee of the trust, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them) of the First Part.</p> <p>(OR)</p> <p>[If promoter is a partnership firm]</p> <p>_____ name of partnership firm, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at address _____, (PAN_____.), represented by its authorized partner _____ name of partner _____, (Aadhar No. authorized vide _____, hereinafter referred to as “the promoter” (which expression shall unless repugnant to the context or meaning</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>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 administrators of the last surviving partner and his/her/their assigns).</p> <p>[OR]</p> <p>[If the promoter is an Individual] Mr. / Ms. -----, (Aadhar no. _) son / daughter of , aged about _____, residing at _____, (PAN), hereinafter called the “Promoter” (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).</p> <p>[OR]</p>	<p>thereof be deemed to mean and include the partners or partner of the partnership firm, the survivors of them and the heirs, executors and administrators of the last survivor of them) of the First Part.</p> <p>(OR)</p> <p>[If promoter is an individual] Shri/Smt/Ms. name, _____ residing at address _____, (PAN _____) / (Aadhar No. _____), hereinafter referred to as “the promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the First Part.</p> <p>(OR)</p> <p>[If promoter is group of person _____, (PAN _____) / (Aadhar No.).</p> <p>2) Shri/Smt/Ms. name _____ residing at address _____, (PAN) / (Aadhar No.)</p> <p>3) Shri/Smt/Ms. name _____, residing at address _____, (PAN _____) / (Aadhar No. _____) and</p> <p>4) Shri/Smt/Ms name _____, residing at address, (PAN. _____) / (Aadhar No.) hereinafter collectively referred to as “the promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>[If the promoter is a Limited Liability Partnership firm]</p> <p>_____, a LLP registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at _____, (PAN _____), represented by its Designated Partner _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Promoter” (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).</p> <p>[OR]</p>	<p>heirs, executors, administrators and assigns) of the First Part.</p> <p>OR</p> <p>[If promoter is proprietor] Shri/Smt/Ms. _name of proprietor_____, residing at address _____(PAN) / (Aadhar No. _____), proprietor of the proprietary concern name of the concern, hereinafter referred to as “the promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators and assigns) of the First Part.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>[If the promoter is a Co-operative Society]</p> <p>_____, a co-operative society registered under the provisions of the [Central or State legislation] having its principal place of business at _____, (PAN _____), represented by its authorized Signatory _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Promoter” (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).</p>	<p style="text-align: center;">OR</p> <p>[If promoter is a society]</p> <p>name of society, a Society registered under the Maharashtra Co-operative Society Act, 1960 / Societies Registration Act, 1860 bearing registration No. having its registered office at _____ address _____, (PAN _____), represented by its authorized signatory name _____ (Aadhar No. _____) authorized vide 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 successors and assigns) of the First Part.</p> <p style="text-align: center;">AND</p> <p>(Only in cases where promoter is not the owner of the project land and / or does not have the rights to convey the project land in favour of the association of allottees by whatever name called.)</p> <p>[If owner of the project land is an individual]</p> <p>Shri/Smt/Ms. name _____ residing at address _____ (PAN)/ (Aadhar No.-----), hereinafter referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			<p>thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the Second Part.</p> <p style="text-align: center;">OR</p> <p>[If owner of the project land are group of persons]</p> <p>1) Shri/Smt/Ms__ name__, residing at address _____, (PAN._____) / (Aadhar No._____))</p> <p>2) Shri/Smt/Ms name_____, residing at address (PAN._____) / (Aadhar No._____))</p> <p>3) Shri/Smt/Ms. name _____, residing at address (PAN._____) / (Aadhar No._____)) and</p> <p>4) Shri/Smt/Ms. name_____, residing at address_____, (PAN._____) / (Aadhar No._____)) hereinafter collectively referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the Second Part.</p> <p style="text-align: center;">OR</p> <p>[If owner of the project land is proprietor]:</p> <p>Shri/Smt/Ms.__name, residing at addresses (PAN_____) / (Aadhar No._____)), proprietor of the proprietary concern hereinafter referred to as “the confirming party”</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			<p>(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators and assigns) of the Second Part.</p> <p>OR</p> <p>[If owner of the project land is a partnership firm]</p> <p>name of partnership firm _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____address_____, (PAN _____), represented by its authorized partner name of partner, hereinafter referred to (Aadhar No. _____) authorized vide _____ hereinafter referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner of the partnership firm, the survivors of them and the heirs, executors and administers of the last survivor of them) of the Second Part.</p> <p>OR</p> <p>[If owner of the project land is a company / LLP]</p> <p>_____name of company/LLP _____ (CIN/LLPIN No. _____), a company / limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013, the Limited</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			<p>Liability Partnership Act, 2008 (PAN____) having its office at address represented by its authorized signatory name (Aadhar No.____) authorized vide resolution dated _____ hereinafter referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) of the Second Part.</p> <p style="text-align: center;">OR</p> <p>[If owner of the project land is a HUF] Mr. ____name, (Aadhar No.____) for self and as the Karta of the Hindu Undivided Family known as __name of HUF, (PAN____), residing at address hereinafter referred to as the “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said Hindu Undivided Family, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the Second Part.</p> <p style="text-align: center;">OR</p> <p>[If owner of the project land is a trust] Name of trust____, a trust registered under the</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			<p>Maharashtra Public Trust Act, 1950 / Indian Trust Act, 1882 bearing registration No. having its registered office at address____ (PAN, _____), represented by its trustee and authorized signatory __name (Aadhar No. _____) authorized vide shall unless repugnant to the context or meaning thereof be deemed resolution dated hereinafter referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include trustee or trustee of the trust, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them) of the Second Part.</p> <p style="text-align: center;">OR</p> <p>[If owner of the project land is a society] Name_____,a Society registered vide the Maharashtra Co-operative Society Act, 1960/ Societies Registration Act, 1860 bearing registration No. having its registered office at address (PAN,), represented by its authorized signatory __name (Aadhar No. _____) authorized vide resolution dated hereinafter referred to as “the confirming party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Second Part.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>[If the Allottee is a company] _____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its 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).</p> <p style="text-align: center;">[OR]</p> <p>[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and</p>	<p>[If allottee is a company / LLP] _____, name of company / LLP (CIN / LLPIN No. _____), a company / limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013, / the Limited Liability Partnership Act, 2008 (PAN. _____), having its office at address represented by its authorized signatory name _____ (Aadhar No. _____) authorized vide 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 and assigns) of the Other/Third Part.</p> <p style="text-align: center;">OR</p> <p>[If allottee is a partnership firm] _____, name of partnership firm, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ address _____, (PAN _____), represented by its authorized partner name, (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 of the partnership firm, the survivors of them and the heirs, executors and administers of the last survivor of them) of the</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>administrators of the last surviving partner and his/her/their assigns).</p> <p>[OR]</p> <p>[If the Allottee is an Individual] Mr. / Ms. , (Aadhar no.) son / daughter of _ , aged about , residing at , (PAN), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). [OR]</p> <p>[If the Allottee is a HUF] Mr. / Ms., (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). [OR]</p>	<p>Other/Third Part.</p> <p>[OR]</p> <p>[If allottee is an individual] Shri/Smt/Ms.____ name, residing at address____, (PAN _____) / (Aadhar No._____), hereinafter referred to as “the allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the. Other/Third Part. OR</p> <p>[If allottee is a HUF] Mr. name _____, (Aadhar No._____) for self and as the Karta of the Hindu Undivided Family known as name of HUF (PAN_____), residing at _____address hereinafter referred to as “the allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and 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) of the Other/Third Part.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>[If the Allottee is a Limited Liability Partnership firm]</p> <p>_____, a LLP registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at _____, (PAN _____), represented by its Designated 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).</p> <p align="center">[OR]</p> <p>[If the Allottee is a Co-operative Society]</p> <p>_____, a co-operative society registered under the provisions of the [Central or State legislation] having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Alottee” (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,</p>		

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		<p>executors and administrators of the last surviving partner and his/her/their assigns). <i>[Please insert details of other allottee(s), in case of more than one allottee]</i> The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.</p>	<p>[If allottee is group of persons] 1) Shri/Smt/Ms. name _____residing at address_____,(PAN____)/ (Aadhar No.) 2) Shri/Smt/Ms. name _____, residing at address____,(PAN____)/(AadharNo.____) 3} Shri/Smt/Ms name_____, residingat address_____,(PAN____)/(AadharNo.____ and 4) Shri/Smt/Ms name_____,_____residing at address_____,(PAN____) / (Aadhar No.____) hereinafter Collectively referred to as “the allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the Other/ Third Part.</p>	
2.	Recital A	WHEREAS:	WHEREAS, [If promoter is the owner of the project land]	This is agreed. All categories of Promoters and

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p><i>The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] totally admeasuring_____ square meters situated at_____and Tehsil & District (“Said Land”) vide sale deed(s) dated_____ registered as document(s) no._____ at the office of the Sub-Registrar,_____;</i></p> <p><i>[OR]</i></p> <p><i>_____ (“Owner”) is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring square meters situated at_____ in Tehsil & District (“Said Land”) vide sale deed(s) dated registered as document(s) no._____, at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated , registered as document(s) no._____ at the office of the Sub-Registrar;</i></p>	<p>A. The promoter is the absolute and lawful owner of the land bearing C. S. No(s)_____/CTS No(s) /Final Plot No(s) / Survey No(s) Hissa No(s) /Gat No(s)/ Khasra No(s) /Plot No(s) situate lying and being at Village Taluka Dist. admeasuring sq. mtrs. as more particularly described in the First schedule hereunder written, hereinafter referred to as “the project Land” vide Document titled as “ ” dated entered into between the erstwhile owner of the project land and the promoter registered at the office of the Sub/Joint-Registrar at under number on_____. The chain of the title of the promoter to the project land is more particularly specified / described in Annexure ‘A’, annexed hereto, titled as “Chain of Title of the project land”.</p> <p>[If promoter is the developer of the project land]</p> <p>A. The confirming party is the absolute and lawful owner of the land bearing C.S. No(s) /CTS No(s) /Final Plot No(s) /Survey No(s) Hissa No(s) /Gat No(s) _____ /Khasra No(s) /Plot No(s)_____ situate lying and being at Village Taluka Dist. Admeasuring sq. mtrs. as more particularly described in the First Schedule hereunder written, hereinafter referred to as “the project land” and</p>	<p>allottees as suggested may be incorporated/ substituted in the AFS.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>[OR]</p> <p>The Promoter is a lessee of [khasra nos./ survey nos.] [Please insert land details as per local laws]_____</p> <p>totally admeasuring square meters situated at in Tehsil & District (“Said Land”) under a registered lease dated registered as document(s) no._____, at the office of the Sub-Registrar,_____ executed by a statutory body / urban local body in favour of the Promoter specifically for the purpose of development of the real estate project as defined under the Act;</p>	<p>the confirming party and the promoter have entered into a Agreement titled as “ ” dated registered at the office of the Sub/ Joint-Registrar at under number on by and under the above referred document, the promoter is legally entitled to develop the project land. The chain of the title of the promoter to develop the project land is more particularly specified / described in Annexure ‘A’, annexed hereto titled as “Chain of Title of the project land”.</p> <p>[If promoter is the lessee of the project land]</p> <p>A. The confirming party / ____ name of the authority who s the owner is the absolute and lawful owner of the land bearing C. s. No(s) /CTS No(s)____/Final Plot No(s)___ - /Survey No(s) Hissa No(s)/Gat No(s)_____/Khasra No(s)_____/Plot No(s)—— situate lying and being at, Village Taluka Dist. Admeasuring sq. mtrs as more particularly described in the First Schedule hereunder written, herein after referred to as “the project land” and the confirming party/ __name of the authority who is the owner and the promoter have entered into Indenture titled as"____ dated registered at the office of the Sub /Joint-Registrar at under number on by and under the above referred document the confirming party/ name of the authority is the owner has granted in favour of the promoter a lease in respect of the project land</p>	

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			in perpetuity / for a term of years with a covenant permitting the promoter to develop the project land and thus the promoter is legally entitled to develop the project land. The chain of the title of the promoter to develop the project land is more particularly specified / described in Annexure 'A', annexed hereto titled as "Chain of Title of the project land".	
3.	B	<p>The Said Land is earmarked for the purpose of building a [commercial/residential/<i>any other purpose</i>] project, comprising multistoried apartment buildings and [<i>insert any other components of the Projects</i>] and the said project shall be known as ' ' ("Project");</p> <p>[OR]</p> <p>The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/<i>any other purpose</i>] project, comprising plots and [<i>insert any other components of the Projects</i>] and the said project shall be known as ' ' ("Project"):</p>	<p>[In case of stand-alone building]</p> <p>B1. The project land is earmarked for the purpose of construction of residential /commercial / residential cum commercial / specifies such other user building consisting of ___wings, comprising of stilt + ground and upper floors hereinafter referred to as "the said building".</p> <p>B2. The said building is provided with common areas as more particularly level basement + level podium + described in Schedule 'A' hereunder written as well as facilities and amenities as more particularly described in Schedule 'B' hereunder written. The facilities and amenities provided to the said building include the external and internal development works as well as the facilities and amenities such as name the facilities / amenities, if not provided mention NIL __, The project being</p>	This is agreed. All categories of projects/ buildings as suggested may be incorporated/ substituted in the AFS.

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		<p>Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;</p>	<p>executed on the project land shall be known as"_____", hereinafter referred to as "the project".</p> <p>The project is provided with additional special amenities as more specifically described in Schedule 'C' hereunder written such as Swimming Pool, Gymnasium, Club House, specify all other special amenities provided, if not provided mention NIL .</p> <p>[In case of more than one building] B1. The project land is earmarked for the purpose of construction of group of independent buildings designated as Building / Wing / Tower O hereinafter referred to as "the group of building". This Agreement for Sale relates to the building designated as Building / Wing / Tower for user for residential / commercial / residential cum commercial / specify such user building consisting of ____ wings comprising of level basement + level podium + stilt + ground and upper floors hereinafter referred to as "the said building". B2 The said building / the group of buildings is / are provided with common areas as more particularly described in Schedule A' hereunder written as well as facilities and amenities as more particularly described in Schedule 'B'here under</p>	

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			<p>written. The facilities and amenities provided to the said building Othe group of buildings include the external and internal development works as well as the facilities and amenities such as name the facilities / amenities, if not provided mention NIL__. The project being executed on the project land shall be known as" ", hereinafter referred to as "the project". The project is provided ' with additional special amenities as more specifically described in schedule'C' hereunder written such as Swimming Pool, Gymnasium, Club House, specify such other additional special amenities, if not provided mention NIL .</p> <p>[In case of villas or bungalows] B1 The project land is earmarked for the purpose of construction of villas or bungalows hereinafter referred to as "the group of villas or bungalows". This Agreement for Sale relates to the villa or bungalow bearing No. hereinafter referred to as "the said villa or bungalow".</p> <p>B2 The said villa or bungalow/the group of villas or bungalows is/are provided with common areas as more particularly described in Schedule 'A' hereunder written as well as facilities and amenities as more particularly described in Schedule 'B' hereunder written. The facilities and amenities provided to the said villa or</p>	

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			bungalow/the group of villas or bungalows include the external and internal development works as well as the facilities and amenities such as name the facilities / amenities, if not provided mention NIL___. The project being executed on the project land shall be known as“___”, hereinafter referred to as “the project”. The project is provided with additional special amenities as more specifically described in Schedule ‘C’ hereunder written such as Swimming Pool, Gymnasium, Club House, ___specify such other additional special ‘amenities, if not provided mention NIL.	
4.	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;	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 project land on which the project is to be constructed / developed have been completed; The authenticated copy of Certificate of Title in respect of the project land issued by attorney at law / solicitor / advocate is hereto annexed and marked Annexure ‘B’. The authenticated copy of the revenue record establishing the title of the promoter to develop the project land is hereto annexed and marked Annexure ‘C’. (Colly)	This is agreed as under: “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 project land on which the project is to be constructed / developed have

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				<p>been completed. The authenticated copy of Certificate of Title in respect of the project land issued by attorney at law / solicitor / advocate (if available) is hereto annexed and marked Annexure '___'.</p> <p>The authenticated copy of the revenue record establishing the title of the promoter to develop the project land is hereto annexed and marked Annexure '___'. (Colly)"</p>
5.	D.	The [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing registration no. _____		
6.	E	The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or	[In case of stand-alone building] The promoter has obtained sanction to the building plan as well as approval to the design	This is agreed. All categories of projects/ buildings

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		building, as the case may be, from <i>[Please insert the name of the concerned competent authority]</i> . 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 and other laws as applicable;	<p>and specification for construction of the said building. The copy of the above-referred plans, the IOD/IOA, LOIL, and are hereto annexed and marked Annexure 'D' (Colly) The promoter agrees and undertakes that the promoter shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.</p> <p style="text-align: center;">OR</p> <p>[In case of more than one building] The promoter has obtained sanction to the layout plan for construction of the group of buildings on the project land. The promoter has also obtained sanction to the building plan as well as approval to the design and specification for construction of the said building. The copy of the above-referred plans, the IOD/IOA, LO1, and are hereto annexed and marked Annexure 'D' (Colly). The promoter agrees and undertakes that the promoter shall not make any changes to the approved plans of the said building as well as the plans relating to the said building except in strict compliance with Section 14 of the Act and other laws as applicable.</p> <p style="text-align: center;">OR</p> <p>[In case of villas or bungalows] The promoter has obtained sanction to the layout plan for construction of the group of villas or</p>	as suggested may be incorporated/ substituted in the AFS.

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			<p>bungalows on the project land. The Promoter has also obtained sanction to the plans as well as approval to the design and specification for construction of the said villa or bungalow. The copy of the above-referred plans, the IOD/ 10A, LOI, and are hereto annexed and marked Annexure 'D' (Colly). The promoter agrees and undertakes that the promoter shall not make any changes to the approved plans of the said villa or bungalow except in strict compliance with Section 14 of the Act and other laws as applicable.</p> <p>The insert the name of the concerned competent authority has granted the commencement certificate to commence construction of the said building /villa / bungalow and presently the commencement certificate granted by___ is for construction of the said building up to level vide approval dated bearing No. ; The copy of the above-referred commencement certificate is hereto annexed and marked as Annexure 'E'.</p>	<p>This is agreed as under:</p> <p>"The [insert the name of the concerned competent authority] has granted the commencement certificate to commence construction of the said building /villa / bungalow and presently the commencement certificate granted</p>

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				by___ is for construction of the said building up to level ___ vide approval ___ dated bearing No. ___. A copy of the above-referred commencement certificate is hereto annexed and marked as Annexure ‘___’.
7.	F.	The Promoter has registered the Project under the provisions of the Act with the (Name of State/ Union Territory) Real Estate Regulatory Authority at no. ; on_____ under registration.	The promoter has registered the project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority on bearing registration no. ____ . The Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority is hereto annexed and marked Annexure ‘F’.	This is agreed as under: “The promoter has registered the project under the provisions of the Act with the ____ Real Estate Regulatory Authority on bearing registration no. ____ . The Registration

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				Certificate issued by the _____ Real Estate Regulatory Authority is hereto annexed and marked Annexure '_____' .
8.	G.	<p>The allottee had applied for an apartment 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 garage/covered parking no. _____ admeasuring square feet in the _____</p> <p>[Please insert the location of the garage/covered parking], as permissible under the applicable law and undivided proportionate share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule ‘B-1’ and the floor plan of the apartment is annexed hereto and marked as Schedule ‘B-2’);</p> <p>[OR]</p> <p>The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been</p>	<p>The allottee has/have applied/orally requested for allotment /purchase of a flat/apartment/ commercial premises in the said building vide application no. _____ dated _____ / oral request and accordingly the allottee has been allotted a _____ BHK flat /apartment/ commercial premises bearing No. _____ admeasuring RERA Carpet area sq. mtrs equivalent to sq. ft. situated on floor _____ in Building / Tower / Wing in the project known as _____ having MahaRERA Registration No. _____ hereinafter referred to as “the said unit” along with garage(s) bearing No(s) _____ admeasuring sq. mtrs. Equivalent to sq. ft./covered car parking space(s) at level basement /podium bearing No(s) _____ admeasuring _____ sq. mtrs. Equivalent to sq. ft. / stilt parking bearing No(s) _____ admeasuring sq. mtrs equivalent to _____ sq. ft. / mechanical car parking unit bearing No(s) _____ admeasuring sq. mtrs. equivalent to sq. ft. the floor plan showing the said</p>	Appropriate changes have been made in the AFS to make Recital G clearer.

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		allotted plot no. having area of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and undivided proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule 'B');	unit bounded red is annexed hereto and marked Annexure 'G' , and the plan showing the garage(s)/covered car parking space (s) shown bounded red allotted in favour of the allottee is annexed hereto and marked Annexure "H". OR The allottee has/have applied/orally requested for allotment of the said villa or bungalow and accordingly, the allottee has been allotted the said villa or bungalow bearing No. ___ admeasuring RERA Carpet area sq. mtrs equivalent to ___ sq. ft. in the project known as having MahaRERA Registration No. hereinafter also referred to as "the said unit" along with ___ No. garage(s) admeasuring sq. mtrs. equivalent to sq. ft. / ___ No. stilt parking admeasuring sq. mtrs equivalent to sq. ft. / open parking space(s) within the periphery of the said unit outside the periphery of the said unit, the plan showing the said unit bounded red is annexed hereto and marked Annexure 'G' and the plan showing the garage(s)/stilt parking space(s) open parking space(s) is shown bounded red is annexed hereto and marked Annexure "H".	
9.			The promoter has given the copy of this Agreement as well as given inspection of all the documents of title relating to the project land and	This is not agreed since it is not in the interest of allottees

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			the plans, designs and specifications of the said building/the said unit along with the allotment letter dated / has forwarded the copy of the above-referred documents in advance (15 days in advance) and the allottee has/have perused the said documents and have gone through all the terms and conditions set out in this Agreement and the parties hereto have understood the mutual rights and obligations detailed hereinafter;	and may be misused against the allottees.
10.	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;		
11.	I.	_____ [Please enter any additional disclosures/details];	H' _____ Please enter any additional disclosure/details:	
12.	J	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;	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;	
13.	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;	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;	
14.	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		

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		<p>hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para. G.</p> <p>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:</p>		
15.	1.	<p>DEFINITIONS: For the purpose of this Agreement for Sale, the definitions as provided under section 2 of the Real Estate (Regulation and Development) Act, 2016 shall apply, unless the context otherwise requires.</p> <p>The definitions are set out in Schedule 'A'.</p> <p>A. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);</p> <p>B. "appropriate Government" means the Central Government;</p> <p>C. 'Carpet Area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the</p>	<p>DEFINITIONS: For the purpose of this Agreement for Sale, unless the context otherwise requires, -</p> <p>(a) "the Act" means the Real Estate (Regulation and Development) Act, 2016 as amended from time to time;</p> <p>(e) "RERA carpet area" means carpet area as defined under clause (k) of section 2 of the Act;</p>	<p>This is not agreed.</p> <p>The definition clause of draft AFS as mentioned in Schedule 'A' is more elaborated than Maharashtra AFS.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>area covered by the internal partition walls of the apartment.</p> <p>Explanation.— For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;</p> <p>D. ‘Common Areas’ mean—</p> <p>a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;</p> <p>b. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;</p> <p>c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces;</p> <p>d. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward</p>	<p>(f)“common areas” means common areas as defined under clause (n) of section 2 of the Act;</p>	

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		<p>staffs or for the lodging of community service personnel;</p> <p>e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;</p> <p>f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;</p> <p>g. all community and commercial facilities as provided in the real estate project;</p> <p>h. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;</p> <p>E. “Completion Certificate” means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;</p> <p>F. “Local Laws” means the laws applicable in the State/Union Territory.</p> <p>G. “Occupancy Certificate” means the occupancy certificate, or such other certificate, by whatever name called, issued by the</p>		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;</p> <p>H. “Planning Authority” means the Planning Authority established under;</p> <p>I. “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;</p> <p>J. “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016;</p> <p>K. ‘Sanctioned Plan’ means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate</p>	<p>(b) “the Authority” means the Maharashtra Real Estate Regulatory Authority;</p> <p>(c) “the Rules” means the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as amended from time to time;</p> <p>(d)“the Regulations” means the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 as amended from time to time;</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>project issued by the [name of the concerned Authority] in accordance with the [name of the concerned Central/State/Union Territory law] and as amended from time to time.</p> <p>L. “Section” means a section of the Act.</p>	<p>(g)“external development works” means external development works as defined under clause (w) of section 2 of the Act;</p> <p>(h)“internal development works” means internal development works as defined under clause (w) of section 2 of the Act; and</p> <p>(i)Words and expression used but not defined herein shall have the same meaning respectively assigned to them in the Act, the Rules and Regulations made there under.</p> <p>Interpretation In this Agreement for sale, unless the context otherwise requires: -</p> <ol style="list-style-type: none"> headings are inserted for convenience only and shall not affect the construction of this Agreement words importing a gender include all genders; words using the singular or plural also include the plural or singular respectively; the promoter, the confirming party and the allottee as the case may be and wherever 	<p>This is agreed since it contains general principles of interpretation of contract.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			<p>in this Agreement the context so requires are collectively referred to as "the parties";</p> <p>v. recitals in this Agreement shall form an integral and operative part of this Agreement as it the same were set out and incorporated verbatim in the operative part of this Agreement and are to be interpreted, construed and read accordingly, and</p> <p>vi. Unless otherwise stated in this Agreement time shall be the essence for the purpose of fulfilment of the rights and obligations under this Agreement.</p>	
16.	2. TERMS: 2.1.	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 [Apartment/Plot] as specified in para G.		
17.	2.2	The Total Price for the [Apartment/Plot] based on the carpet area is Rs._____ (Rupees only ("Total Price") (Give break up and description):		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus																																
		<table><tr><td>Block/Building/Tower no.,Apartment no.</td><td>Rate of Apartment per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Floor_____</td><td></td></tr><tr><td></td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td></td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>[OR]</p> <table><tr><td>Plot no. _____</td><td>Rate of Plot per square feet*</td></tr><tr><td>Type_____</td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table> <p>*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.</p> <p>[AND] [if/as applicable]</p> <table><tr><td>Garage/Covered parking – 1</td><td>Price for 1</td></tr><tr><td>Garage/Covered parking – 2</td><td>Price for 2</td></tr><tr><td></td><td></td></tr><tr><td>Total price (in rupees)</td><td>_____</td></tr></table>	Block/Building/Tower no.,Apartment no.	Rate of Apartment per square feet*	Type_____		Floor_____				Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2			Total price (in rupees)	_____	Plot no. _____	Rate of Plot per square feet*	Type_____		Total price (in rupees)	_____	Garage/Covered parking – 1	Price for 1	Garage/Covered parking – 2	Price for 2			Total price (in rupees)	_____		
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Garage/Covered parking – 2	Price for 2																																			
Total price (in rupees)	_____																																			
18.	Explanation: 2.2.1.	The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Plot;																																		
19.			NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: 1) The promoter shall construct the said building consisting of level basement + level podium + stilt + ground + upper floors on the project land i.e., the land bearing C. S. No(s). /CTS No(s)/Final Plot No(s) / Survey No(s) , Hissa	This is not agreed. BUT Recitals B and G is being appropriately amended and the word ‘Unit’ is being defined in Recital G																																

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			<p>No(s)_____/Gat No(s) /Khasra No(s) / Plot No(s) _ lying and being at Village, Taluka Dist. admeasuring sq. mtrs which land is more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications as approved by the ___name of the local authority which is hereto annexed and marked Annexure 'D' (Colly).</p> <p>OR</p> <p>The promoter shall construct villas or Bungalows on the project land i.e. the land bearing C. S. Nof(s), /CTS No(s) ____/Final Plot No(s)____/Survey No(s) Hissa No(s) /Gat No.s)____/Khasra No(s) ____ / Plot No(s) lying and being at Village, Taluka Dist. Admeasuring sq. mtrs which land is more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications as approved by the ___ name of the local authority which is hereto annexed and marked Annexure 'D' (Colly).</p>	to make the clause more comprehensive.
20.			1(a)Subject to the terms and conditions as detailed in this Agreement the Promoter hereby agrees to sell to the allottee and the allottee hereby agrees to purchase from the promoter the said unit/ a villa or a bungalow bearing No. admeasuring RERA Carpet area_____ sq. mtrs equivalent to having Maha RERA being developed on land bearing C. S. No(s), /CTS	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			No(s) /Final Plot No(s) / Survey No(s) Hissa No(s) /Gat No(s) /X Khasra No(s)____ /Plot No(s) lying and being at Village_____ Taluka Dist. admeasuring_____ sq. mtrs for a total sq. Consideration of Rs. in figures____ (Rupees. in words only). The said units shown bounded red in the floor plan annexed hereto and marked Annexure 'G'.	
21.			1(b)The total consideration referred to in clause 1(a) above is inclusive of the balcony area / veranda area / exclusive open terrace area provided to the said unit which is / are shown bounded red in the plan annexed hereto and marked Annexure 'G' as well as the fixtures and fittings provided to the said unit as more specifically described in Schedule 'D' hereunder written, the common areas as more specifically described in Schedule A' hereunder written and the facilities and amenities provided to the said building / group of buildings / villa / bungalow as more specifically mentioned in Schedule 'B' hereunder written.	This is not agreed. Covered in Schedule D & E in Model AFS.
22.			1(c) The promoter hereby agrees to sell to the allottee and the allottee agrees to purchase from the promoter garage(s) bearing No(s) admeasuring _____ sq. mtrs equivalent to _____ sq ft./covered car parking space(s) at level basement /podium bearing No(s) admeasuring sq. mtrs equivalent to sq ft./stilt parking bearing	This is not agreed. Covered in clause 2.2 & Schedule B1 of Model AFS.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			<p>No(s) admeasuring sq. Mtrs equivalent to sq. ft. / mechanical car parking unit(s) bearing No(s) admeasuring sq. mtrs equivalent to sq. ft. For additional consideration of Rs. __in figures (Rupees. __in words _only) as more specifically shown bounded red in the plan annexed hereto marked as Annexure "H". The additional consideration referred above shall be paid by the allottee to the promoter within days from the date of receipt of intimation in that regard by the allottee from the promoter.</p> <p>OR</p> <p>1(c) The allottee has not opted for the purchase of a garage(s) / covered parking space(s) at basement / podium / stilt / mechanical car parking unit(s), hence the promoter has agreed to tag the open car parking space bearing no. with the said unit without any consideration. The open car parking space is more particularly shown bound red in the plan annexed hereto and marked Annexure 'H'. This open car parking space shall be handed over by the promoter along with the common areas provided to the said building / the project to the association of allottees by whatever name called and upon such handing over of the open car parking space to the association of allottees the use of the open car parking space shall be governed by the General Body/</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			managing Committee of the association of allottees by whatever name called	
23.			<p>1(d) The total aggregate consideration amount for the said unit including garage(s)/ covered parking space(s) is this Rs. __in figure (Rupees. __in words__ only)</p> <p style="text-align: center;">OR</p> <p>1(d) Since the allottee has not opted for purchase of garage(s)/ covered parking space(s) / mechanical car parking units, the total aggregate consideration</p>	This is not agreed. Covered in clause 2.2 & Schedule B1 of Model AFS.
24.			<p>1(F)The total consideration referred to at 1(a) above shall exclude the flowing namely:</p> <p>1) Stamp Duty payable on' this Agreement as applicable, to be paid by ____</p> <p>2) Registration charges towards registration of this Agreement as applicable, to be paid by ____</p> <p>3) GST as applicable to be paid by ____</p>	This is not agreed. Covered in clause 11 of Model AFS.
25.			1(g) In addition to the total aggregate consideration amount payable by the allottee to the promoter as more specifically referred to in clause 1(d) above, the allottee shall pay to the promoter a sum of Rs. _in figures(Rupees __in words only) being the proportionate price payable by the allottee towards the additional special amenities being provided to the project by the promoter such as Swimming Pool, Club House,	This is not agreed. Covered in Schedule D & E in Model AFS.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			Gymnasium, as more particularly described in Schedule 'C' here underwritten.	
26.	2.2.2.	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be , after obtaining the completion certificate:</p> <p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change /modification:</p> <p>Provided further that if there is any increase in the taxes 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;</p>	<p>1(h)All payments payable by the allottee under this Agreement except what is stated in clause 1(f) above includes taxes, duties, cess, charges by whatever name called paid or payable by the promoter which may be levied, in connection with the construction of the project payable by the promoter by whatever name called up to the date of handing over the possession of the said unit to the allottee and the project to the association of allottees by whatever name called after obtaining the occupation certificate / completion certificate, as the case may be:</p> <p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such change / modification:</p> <p>Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion ct; 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;</p>	This is not agreed as the same is repetitive and might create confusion.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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27.	2.2.3.	The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule 'C' ("Payment Plan") and the Allottee shall make payment demanded by the Promoter within 30 (thirty) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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(i) The Promoter shall periodically intimate in writing to the allottee, any amounts payable by the allottee to the promoter as more specifically enumerated in this Agreement and the allottee shall make payment as 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 paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. Provided that if the allottee commits default in making any payments of any amounts due and payable by the allottee to the promoter, the allottee shall be liable to pay interest on such amount(s) at the rate prescribed in the Rules.	This is not agreed. The Proviso of Maharashtra AFS is already covered in Clause 2.12 of model AFS.
28.	2.2.4.	The Total Price of Apartment/Plot 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 electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project.		
29.	2.3.	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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.	1(k) The amounts payable by the allottee under this Agreement 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.	This is agreed as under: “The amounts payable by the allottee under this Agreement is escalation-free, save and except increases....”

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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30.	2.4	<p>The Allottee(s) shall make the payment as per the payment plan set out in Schedule ‘C’ (“Payment Plan”).</p> <p>(Illustrative list of construction stages & maximum percentage of payment payable to Promoter, to be notified by respective Appropriate Governments) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees) in the following manner:-</p> <table><tr><th>S. No.</th><th>Particulars</th><th>Amount payable by allottee</th></tr><tr><td></td><td>After the execution of Agreement.</td><td>Amount of Rs. /- (.....) (not exceeding % of the total consideration)</td></tr><tr><td>1.</td><td>On completion of the Plinth of the building or wing in which the said Apartment is located.</td><td>Amount of Rs. /- (.....) (not exceeding % of</td></tr></table>	S. No.	Particulars	Amount payable by allottee		After the execution of Agreement.	Amount of Rs. /- (.....) (not exceeding % of the total consideration)	1.	On completion of the Plinth of the building or wing in which the said Apartment is located.	Amount of Rs. /- (.....) (not exceeding % of	<p>1(e) The allottee has paid on or before execution of this Agreement a sum of Rs. __ figures (Rupees in words only) (being an amount not exceeding 10% of the total consideration of the said unit) as booking amount / advance payment the receipt whereof the promoter hereby acknowledges and the allottee hereby agrees to pay to the promoter the balance amount of Rs. __ in figures (Rupees in words only) in the following manner.</p> <p>Provided that if the allottee delays in making the payments towards any amount which is payable, the allottee shall be liable to pay interest at the rate prescribed in the rules.</p> <p>A. Amount of Rs. __ in figures (Rupees __ in words only) not exceeding 30% of the total consideration to be paid to the promoter after the execution of this Agreement less the amount paid as advance payment.</p> <p>B. Amount of Rs. __ in figures (Rupees __ in words only) not exceeding 45% of the total consideration to be paid to the promoter on completion of the plinth of the said building in which the said unit is located less the amount paid.</p> <p>C. Amount of Rs. _ in figures (Rupees in words only) not exceeding 70% of the total consideration to be paid to the promoter on completion of the slabs including podiums and stilts of the said</p>	<p>This is not agreed since the format of payment plan is already given in Schedule C of the AFS. Parties would be free to agree on the payment schedule.</p>
S. No.	Particulars	Amount payable by allottee											
	After the execution of Agreement.	Amount of Rs. /- (.....) (not exceeding % of the total consideration)											
1.	On completion of the Plinth of the building or wing in which the said Apartment is located.	Amount of Rs. /- (.....) (not exceeding % of											

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]			Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
				the total consideration)	building in which the said unit is located less the amount paid.	
		2.	On completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.	Amount of Rs. /- (.....) (not exceeding % of the total consideration)	D.Amount of Rs. ___ in figures (Rupees ___ in words only) not exceeding 75% of the total consideration to be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said unit less the amount paid.	
		3.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	Amount of Rs. /- (.....) (not exceeding % of the total consideration)	E. Amount of Rs. ___ in figures (Rupees in words only) not exceeding 80% of the total consideration to be paid to the promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit less the amount paid.	
		4.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	Amount of Rs. /- (.....) (not exceeding % of the total consideration)	F. Amount of Rs. ___ in figures (Rupees ___ in words only) not exceeding 85% of the total consideration to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the said building in which the said unit is located less the amount paid.	
		5.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in	Amount of Rs. /- (.....) (not exceeding % of the total consideration)	G. Amount of Rs. ___ in figures (Rupees ___ in words only) not exceeding 95% of the total consideration to be paid to the promoter on installation of lifts and water pumps, completion of electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas and all other requirements as may be prescribed in this	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]			Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			which the said Apartment is located.		<p>Agreement of the said building in which the said unit is located less the amount paid.</p> <p>H. Balance amount of Rs. _____ in figures (Rupees in words only) against and at the time of handing over of the possession of the said unit to the allottee on or after receipt of occupancy certificate or completion certificate as the case may be, less the amount paid.</p>	
		6.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	Amount of Rs /- (.....) (not exceeding % of the total consideration)		
		7.	On or after receipt of occupancy certificate or completion certificate.	Balance Amount of Rs...../-() against and at the time of handing over of the possession of the Apartment to the Allottee		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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31.			<p>I. The promoter hereby agrees that, 70% of the said amounts due and payable by the allottee on the dates specified above shall be deposited by the promoter/ allottee as the case may be, in the RERA designated bank account. In order to ensure compliance of the above the promoter hereby declares that the RERA designated account has been opened at Bank Branch bearing IFSC No. and bearing account No. The promoter further declares that the 100% bank account of the promoter for the project has been opened by the promoter at bank Branch bearing IFSC No. and bearing account No. _____</p> <p>If the allottee deposits the amount payable by the allottee to the promoter in the above referred 100% account of the promoter, then the promoter shall deposit 70% of the said amount in the above referred RERA designated bank account. The amounts payable by the allottee shall not be deposited in any other bank account except in the bank accounts mentioned hereinabove</p>	<p>This is agreed since it is in the interest of the allottees. This is also in terms of section 4(2)(I)(D).</p> <p>Accordingly, it will be added under clause 2.4 of the AFS.</p>
32.	2.5	Upon payment of any amount by the Allottee, the Promoter shall issue a written duly signed and stamped receipt providing all the relevant details including the name, address and PAN of the allottee, the name and address of the Project, the date of receipt of payment, amount received		

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		in figures and words, mode of payment, the purpose of payment.		
33.			1(J)The amounts payable by the allottee to the promoter as enumerated under this Agreement includes recovery of the price of the project land, cost of construction of the said unit, the garage(s) / covered parking space(s)mechanical car parking unit(s) as well as the common areas provided as more specifically described in Schedule 'A', the facilities and amenities provided as more specifically described in Schedule 'B', the additional special amenities as more specifically described in Schedule 'C' and the fixtures and fittings provided to the said unit as more specifically described in Schedule 'D',	This is not agreed as the same is already incorporated in clause 2.2.4 of the AFS.
34.	2.6.	The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	(1(l)) The promoter at the discretion of the promoter may allow a rebate for early payments of instalments payable by the allottee by discounting such early payments @__ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate at such rate of rebate shall not be subject to any revision/withdrawal, once granted in favour of the allottee by the promoter.	This is not agreed as the same is repetitive and might create confusion.
35.	2.7.	It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E'(which shall be	1(m) It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fittings and fixtures, as well as facilities and amenities and additional special amenities as	This is not agreed as the same is repetitive and might create confusion.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.</p> <p>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.</p>	<p>described herein at Schedule 'A', Schedule 'B', Schedule 'C' and Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said unit, the said building or the project, as the case may be, except in strict compliance with Section 14 of the Act and other laws as applicable.</p> <p>Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations except in strict compliance with Section 14 of the Act and other laws as applicable.</p>	
36.		<p>2.8. [Applicable in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five 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 three percent of the</p>	<p>1(n) The promoter shall confirm to the final carpet area of the said unit that has been allotted to the allottee after the construction of the said building / villa or bungalow is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area. The total price payable for the RERA carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in the RERA carpet area then the promoter shall refund the excess money paid by allottee within 45 days with 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 RERA carpet area, which is not more than three percent of the RERA carpet area</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		carpet area of the apartment , allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C' . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.	of the said unit allotted to allottee, the promoter may demand that from the allottee as per the next milestone of the payment plan as provided in clause 1(e) . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1(a) of this Agreement. Provided that, if there is any variation in the carpet area beyond three percent of RERA carpet area then the allottee shall be entitled to exit the project at the option of the allottee and in that event the promoter shall refund the entire amount along with interest at rate as prescribed under the Rules, if the Allottee chooses to continue in the project then these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.	This is agreed since it is in the interest of the allottees. It is being added as Proviso to clause 2.8 of the AFS.
37.		2.9. Subject to clause 10.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below: (i) The Allottee shall have exclusive ownership of the Apartment/Plot; (ii) The Allottee shall also have undivided proportionate share / interest 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	1(o) Subject to clause 8.3 the promoter agrees and acknowledges that the allottee shall have the right to the said unit as mentioned below: i) The allottee shall have exclusive right, title and interest of the said unit: (ij) 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	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act; (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.	staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the occupation certificate /completion certificate, as the case may be from the competent authority as provided in the Act; (iii) The allottee has the right to visit the project site to assess the extent of the construction / development of the said unit as well as of the project.	
38.	2.10	It is made clear by the Promoter and the Allottee agree that the Apartment/Plot along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a 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 only for use and enjoyment of the Allottees of the Project.	1(p) It is made clear by the promoter and the allottee agrees that the said unit along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the project land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project(s) in the vicinity or otherwise. It is clarified that the facilities and amenities provided to the said building / villa or bungalow as well as the special additional amenities provided to the project shall be available only for use and enjoyment of the allottees of the said building/group of buildings/group of villas or bungalows on the project as the case may be.	
39.	2.11	2.11. The Promoter agrees to pay all outgoings before transferring the physical possession of	1(q) The promoter agrees to pay all outgoings before transferring the physical possession of the	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	<i>Model AFS [as filed before Apex Court along with Third Status Report]</i>	<i>Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)</i>	<i>Remarks of MoHUA and Amicus</i>
		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 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 there for by such authority or person.	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 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.	
40.	2.12	The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Apartment/Plot 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 Apartment/Plot as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		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 Rules.		
41.	3. 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule 'C'] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____' payable at _____	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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan In clause 1(e) through A/c payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in terms and in compliance of clause 1(e) (I) above.	
42.	4. COMPLIANCE OF LAWS RELATING TO REMITTANCE S:	4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: 4.1. 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 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	NII	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.		
43.	4.2	4.2. The Promoter accepts no responsibility in regard to matters specified in para 4.1 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 if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee	Nil	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		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.		
44.	5.	5. 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 Apartment/Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.	3.ADJUSTMENT/APPROPRIATION OF PAYMENTS: The allottee authorizes the promoter to adjust/appropriate all payments made by the allottee under any head(s) of dues against lawful outstanding of the allottee against the said unit, if any, in the name of the allottee and the allottee undertakes not to object/ demand/direct the promoter to adjust the payments made by the allottee in any manner.	
45.	6.	6. 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 Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.	4.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 unit complete in all respect to the allottee and the common areas to the association of allottees by whatever name called along with the facilities and amenities as well as the additional special amenities.	This is agreed as under: "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 unit

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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				complete in all respect to the allottee and the common areas to the association of allottees or the competent authority, as the case may be along with the facilities and amenities as well as the additional special amenities.”
46.	7.	7. CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities.	5. CONSTRUCTION OF THE PROJECT/ THE SAID UNIT: The allottee has seen the proposed layout plan, specifications, amenities and facilities of the said unit and accepted the floor plan, payment plan, the design and specifications, the facilities and amenities and the additional special amenities [described /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, design and specifications, facilities and amenities and additional special amenities.	This is not agreed as the same is repetitive and might create confusion.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		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 bye-laws, FAR and density norms and provisions prescribed by the [Please insert 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.	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 bye-laws, FAR / FSI and density norms and provisions prescribed by the -----[Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans, except in strict compliance with Section 14 of the Act, as well as other laws as applicable and violation of this term by the Promoter shall constitute a material breach of this Agreement.	
47.	8.1.	8. POSSESSION OF THE APARTMENT/PLOT: Schedule for possession of the said Apartment/Plot - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.	6. POSSESSION OF THE SAID UNIT: 6.1 Schedule for possession of the said unit - The Promoter agrees and understands that timely delivery of possession of the said unit to the allottee and the common areas to the association of allottees by whatever named called is the essence of this Agreement.	
48.	8.2	The Promoter assures to hand over possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, unless there is delay or failure due to war,	The Promoter assures to hand over possession of the said unit along with ready and complete common areas with all specifications, amenities and facilities provided to the said building/ villas or bungalows on unless there is delay or failure	This is not agreed. It is not in line with provisions of RERA.

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		<p>flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").</p> <p>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 Apartment/Plot, 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 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 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p> <p>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</p>	<p>on account of (a) war, civil commotion or act of god and (b) any notice, order, rule, notification of the Government and /or then public or competent authority /court. affecting the regular development of the real estate project ("Force Majeure").</p> <p>If, however, the completion of the project is delayed due to the Force Majeure conditions mentioned above then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the said unit, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the promoter shall refund to the allottee the entire amount received by the promoter under this Agreement within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.</p> <p>After refund of the money paid by the allottee, the allottee agrees that the allottee shall not have any rights, claims etc. against the promoter and that</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		discharged from all its obligations and liabilities under this Agreement.	the promoter shall be released and discharged from all its obligations and liabilities under this Agreement.	
49.		<p>8.3. Procedure for taking possession The Promoter shall offer in writing the physical possession and handover physical possession of the [Apartment/Plot] to the Allottee, within two months of obtaining the occupancy certificate from the competent authority. The allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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 Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>	<p>6.2 Procedure for taking possession -The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said unit, to the allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The promoter agrees and undertakes to indemnify the allottee in case of failure fulfilment of any of the provisions, formalities, documentation on part of the promoter. The allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the promoter/association of allottees by whatever name called after the issuance of the occupation certificate, completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.</p>	This is not agreed. Model AFS covers both physical possession and execution of conveyance deed by the promoter.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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50.	8.4	8.4. Failure of Allottee to take Possession of Apartment/Plot - Upon receiving a written intimation from the Promoter as per para 8.3, the Allottee shall take possession of the Apartment/Plot 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.3.	6.3 Failure of allottee to take possession of the said unit - Upon receiving a written intimation from the promoter as per para 6.2, the Allottee shall take possession of the said 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 said unit to the allottee. In case the allottee fails to take possession within the time provided in para 6.2, such allottee shall continue to be liable to pay maintenance charges as specified in para 6.2.	
51.	8.5	8.5. Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment/Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].	6.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the said unit to the allottee, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of allottees by whatever name called as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the occupation /completion certificate].	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
52.		8.6. 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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.	6.5 Cancellation by Allottee - The allottee shall have the right to withdraw from -in the project as provided in the Act: Provided that where the allottee proposes to withdraw from the project without any fault of the promoter, the promoter shall be entitled to forfeit not more than 20% of the amount paid by the allottee, however if more than 20% of the amount paid by the allottee is to be deducted, the promoter shall highlight this clause in the Agreement for sale to be uploaded by the promoter along with the application for registration and mention the same in the deviation sheet to be provided by the promoter. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.	In clause 8.6 of AFS, the words “promoter herein is entitled to forfeit the booking amount paid for the allotment” is being replaced by “promoter herein is entitled to forfeit not more than 20% of the booking amount paid for the allotment”.
53.		8.7. Death of Allottee- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs choose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		thereon. The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment. Such intimation shall be in writing to the Promoter by all the legal heirs.		
54.		<p>8.8. 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment/Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.2; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest at the rate prescribed in the Rules including compensation</p>	<p>6.6 Compensation - The promoter shall compensate the allottee in case of any loss caused to the allottee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by the allottee in respect of the said unit, with interest at the rate prescribed in the Rules including compensation in the manner as</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		in the manner as provided under the Act within forty-five 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 handing over of the possession of the Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.	provided under the Act within 45 days of it becoming due. Provided that where 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 handing over of the possession of the said unit, which shall be paid by the promoter to the allottee within 45 days of it becoming due.	
55.		<p>9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</p> <p>The Promoter hereby represents and warrants to the Allottee as follows:</p> <p>(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;</p> <p>(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;</p> <p>(iii) There are no encumbrances upon the said Land or the Project;</p>	<p>7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</p> <p>The promoter hereby represents and warrants to the allottee as follows:</p> <p>(i)The promoter has absolute, clear and marketable title with respect to the project land; the requisite rights to carry out development upon the project land and absolute, actual, physical and legal possession of the project land for the project;</p> <p>(ii)The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]</p> <p>(iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Plot;</p> <p>(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Plot 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 Apartment/Plot and common areas;</p> <p>(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;</p>	<p>(iii) There are no encumbrances upon the project land or the Project; [in case there are any encumbrances on the project land provide details of such encumbrances including any rights, title, interest and name of party in or over the project land]</p> <p>(iv) There are no litigations pending before any Court of law or Authority with respect to the project land, the project or the said unit; [in case there are any litigations provide the details of such litigations as well as orders passed in the litigation if any]</p> <p>(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, the project land and said 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, the project said land, the said building and the said unit and common areas;</p> <p>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</p>	<p>This is not agreed. It is not in the interest of allottees.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>(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 Apartment/Plot which will, in any manner, affect the rights of Allottee under this Agreement;</p> <p>(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Plot to the Allottee in the manner contemplated in this Agreement;</p> <p>(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;</p> <p>(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;</p> <p>(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other</p>	<p>and interest of the allottee created herein, may prejudicially be affected;</p> <p>(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 project land, including the Project and the said unit which will, in any manner, affect the rights of allottee under this Agreement;</p> <p>(viii)The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said unit to the allottee in the manner contemplated in this Agreement;</p> <p>(ix)At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the said building and the common areas to the association of allottees by whatever name called.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;</p> <p>(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.</p> <p>(xiii) The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this real estate project. The said documents are available on the www. Website of Regulatory Authority.</p> <p>(xiv) The Promoter shall be liable to pay such compensation to the Allottees in the manner</p>	<p>(x)The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the occupation / completion certificate has been issued and possession of the said building along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the association of allottees by whatever name called.</p> <p>(xi)No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the project land and/or the project.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>provided in the Act, if he fails to discharge any other obligation imposed on him under the Act or the rules or regulations made thereunder or in accordance with the terms and conditions of this agreement.</p> <p>(xv) The Promoter hereby confirms that the premium charges for applicable insurance are paid and he has transferred the insurance policy and handed over the policy papers to the benefit of the allottee or the association of allottees, as the case may be.</p> <p>(xvi) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees and without the prior written approval of the Authority. The Promoter shall have no right, as an Allottee itself, to vote for such transfer. It is specifically assured and acknowledged that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings in the Project under this Agreement by the erstwhile promoter and the transferee or assignee promoter shall be equally and fully bound by this Agreement with respect to the allotment and the Allottee.</p>		

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		<p>(xvii) After the association of allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such apartments which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such apartments, as determined by the association of allottees.</p> <p>(xviii) The Promoter shall enable the formation of an association or society or co- operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable: Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked\ their plot or apartment or building, as the case may be, in the project.</p> <p>(xix) An Allottee of the apartment, plot or building, as the case may be, will participate towards the formation of an association or society of the allottees.</p>	<p>9.The Promoter shall enable the formation of Legal Entity such as Co-operative Society, Company, Association, Federation or such other legal entity under the Maharashtra Apartment Ownership Act, 1970 as per the provisions of section 11(4)(e) of the said Act and Rule 9 (1) of the Rules and Regulations made there under. The Allottee along with other allottee(s) of the building shall join in forming and registering the Legal Entity as provided under section 19(9) of the said Act to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.	This is not agreed. Deletion of Clause (xiii) to (xix) may be detrimental to the interest of allottees. This is not agreed. It is out of scope of RERA to mention about obtaining 'No Objection' by Allottee in case of change in draft byelaws.
56.	10.1	10. EVENTS OF DEFAULTS AND CONSEQUENCES: 10.1. 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 Apartment/Plot to the Allottee within the time period specified in para 8.2 or fails to complete the project within the stipulated	8.EVENTS OF DEFAULTS AND CONSEQUENCES: 8.1Subject 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 said unit to the allottee within the time period specified in para 6.1 or fails to complete the project within the stipulated time	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		<p>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 apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, have been issued by the competent authority;</p> <p>(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.</p>	<p>disclosed at the time of registration of the project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the said unit 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 and /completion certificate, as the case may be, has been issued by the competent authority;</p> <p>(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 there under.</p>	
57.	10.2	In case of Default by Promoter under the conditions listed above, an Allottee is entitled to the following:	8.2 In case of default by promoter under the conditions listed above, allottee shall be entitled to the following:	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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	10.2.1.	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 milestones and only thereafter the Allottee be required to make the next payment without any interest; or	NIL	
58.	10.2.2	<p>10.2.2. 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:</p> <p>Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Plot, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.</p>	<p>The allottee shall have the option of terminating this 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 unit, along with interest at the rate prescribed in the Rules within 45 days of receiving the termination notice:</p> <p>Provided that where an allottee does not intend to withdraw from the project terminate this Agreement, the allottee 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 unit which shall be paid by the promoter to the allottee within 45 days of it becoming due.</p>	<p>This is agreed as under:</p> <p>“Provided that where an allottee does not intend to withdraw from the project terminate this Agreement, the allottee shall be paid, by the promoter, interest at the rate prescribed</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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				in the Rules, for every month of delay till the handing over of the possession of the Apartment/Plot which shall be paid by the promoter to the allottee within forty-five days of it becoming due."
59.	10.3	<p>The Allottee shall be considered under a condition of Default, on the occurrence of the following event: In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [Schedule 'C'], 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 prescribed in the Rules;</p> <p>Provided that in case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking</p>	<p>8.3The allottee shall be considered under a condition of Default, on the occurrence of the following events: In case the allottee fails to make payments for 3 consecutive demands made by the promoter as per the Payment Plan as started in clause 1(e)above, despite having been issued notice in that regard the allottee shall be liable today interest to the promoter on the unpaid amount at the rate prescribed in the Rules; In case of default by the allottee under the condition listed above continues for a period beyond 3 consecutive months after receipt of the last notice from the promoter in this regard, the promoter may terminate this Agreement and refund the money paid by the allottee to the promoter by deducting 10% of the amount paid by the allottee and this Agreement shall thereupon stand terminated.</p>	<p>In Clause 10.3 of AFS, the words "In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan..." is being substituted by "In case the Allottee fails to make payments for the demands made by Promoter consecutively for not less than 3 (three) months as per Payment Plan....".</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided further that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.	Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.	In Proviso to Clause 10.3 of AFS, the words "Provided that in case of Default by Allottee under the condition listed above continues for a period beyond the aforesaid consecutive months after notice from the Promoter in this regard.....".
60.	11.1	<p>11. CONVEYANCE OF THE SAID APARTMENT</p> <p>The Promoter, on receipt of Total Price of the Apartment/Plot as per para 2.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with undivided proportionate share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.</p> <p>Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from</p>		<p>This is not agreed.</p> <p>Execution of conveyance deed upon occupancy certificate is mentioned separately in clause 9.1. However, the clause 11 of AFS is more elaborative, thus protecting the interests of homebuyers.</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.		
61.	11.2	The Promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act, or the rules and regulations made thereunder or to the Allottee as per this Agreement for Sale, or to the association of Allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the Allottees, or the common areas to the association of Allottees or the competent authority, as the case may be.		
62			9.1 The Promoter shall, within a period of three months from the date of receipt of occupancy certificate cause to transfer/ execute registered Deed of Conveyance deed with the Legal Entity as referred to in Clause 9 above all the right, title and the interest of the promoter/confirming party in the land as well as the building standing thereon in which the said Unit is situated along with the undivided proportionate title in the common areas as the case may be in compliance	This is not agreed. Execution of the Conveyance Deed within 3 Months from occupancy certificate is mentioned in Clause 8.3 of Model AFS.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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			section 17 of the said Act and Rule 9 of the Rules failing which the allottee or the Legal Entity referred above may take appropriate action as contemplated under the said Act and the relevant rules made there under. (as provided under rule 9 of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.)	
63.	12.	MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment/Plot.	10.MAINTENANCE OF THE PROJECT: The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees by whatever name called upon the issuance of the occupation/ completion certificate of the project. The cost of such maintenance has been included in the amounts paid by the allottee under this Agreement.	This is not agreed as the same might create confusion.
64	13.	DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the	11. 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 under this Agreement relating to the construction and development of the project is brought to the notice of the promoter within a period of 5 (five)years by the allottee from the date of handing over possession, it shall be the	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		Promoter to rectify such defects without further charge, within 30 (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.	duty of the promoter to rectify such defects without further charge, within 30(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.	
65.	14.	RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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 [Apartment/Plot] 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.	12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The promoter/ maintenance agency/ association of allottees shall have rights of unrestricted access of all common areas, garages/ covered parking space (s) and open 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 said 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.	
66.	15.	USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (<i>project name</i>), 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	13. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), 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	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

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		pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.	pumps and equipment's etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.	
67.	16.	GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot 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 Apartment/Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Plot and keep the Apartment/Plot, 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.	14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said unit at the cost of the allottee in good repair and condition and shall not do or suffer to be done anything in or to the said building, or the said 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 [Apartment/ Plot] and keep the [Apartment/Plot], 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.	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	<i>Model AFS [as filed before Apex Court along with Third Status Report]</i>	<i>Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)</i>	<i>Remarks of MoHUA and Amicus</i>
		<p>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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the Apartment/Plot or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Plot.</p> <p>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 association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>	<p>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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the[Apartment/Plot].</p> <p>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 association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
67.	17.	COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Apartment/Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.	15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.	
68.	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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.	16.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 has been approved by the competent authority(ies) and disclosed, except in strict compliance with Section 14 of the Act and other laws as applicable.	This is not agreed since it might create confusion.
69.	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 Apartment/Plot/Building 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 Apartment/Plot/Building.	17.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the promoter executes this Agreement, the promoter shall not mortgage or create a charge on the said 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 purchase the said unit.	This is agreed since the expression “the Unit” will be used uniformly across the AFS.
70.			18.SALE THROUGH REAL ESTATE AGENTS	This is not agreed. AFS is intended to

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees/ charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment	be executed between builder & buyer and insertion of a new clause related to charges of 'Real Estate Agent' may not be relevant.
71.	20.	APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Act, 2016 as also the___ [<i>Please insert the name of the State Apartment Ownership] Act</i>), in so far as it is not inconsistent with the provisions of Act, 2016. The Promoter further assures compliance of various laws/regulations as applicable in___, so far as it is not inconsistent with the provisions of the Act, 2016.		
72.	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		

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		[Schedule 'C'] within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar (specify the address of the Sub- Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 30 (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.		
73.	22	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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building , as the case may be.	19.ENTIRE AGREEMENT: This Agreement, along with its Schedules and Annexure constitutes the entire Agreement between the parties hereto 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 hereto in regard to the said unit .	This is not agreed since it might create confusion.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
74.	23.	RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.	20. RIGHT TO AMEND: This Agreement may only be amended through mutual written consent of the parties hereto.	This is not agreed since it might create confusion.
75.	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 Apartment/Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment/Plot for all intents and purposes.	21. 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 said unit , the said building and the project shall equally be applicable to and enforceable against and by any subsequent allottee of the said unit in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.	
76.	25.	WAIVER NOT A LIMITATION TO ENFORCE: The Promoter may, at its sole option and, 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	22.WAIVER BY PROMOTER NOT A PRECEDENT: The promoter may, at the sole option and discretion and without prejudice to the rights of the promoter as set out in this Agreement, waive the breach by the allottee in not making payments as per the payment plan as enumerated in clause 1(e) above 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	This is not agreed since it might create confusion.

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		<p>and /or binding on the Promoter to exercise such discretion in the case of other Allottees.</p> <p>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.</p>	<p>allottee shall not be construed to be a precedent and /or binding on the promoter to exercise such discretion in the case of other allottees.</p> <p>22.2 Failure on the part of the promoter parties to enforce at any time or for any period of time the provisions of the terms of this Agreement shall not be construed to be a waiver of any provisions of the terms of this Agreement or of the right accrued therein to enforce each and every provision of the terms of this Agreement.</p>	<p>This is agreed as under: “Failure on the part of the promoter parties to enforce at any time or for any period of time the provisions of the terms of this Agreement shall not be construed to be a waiver of any provisions of the terms of this Agreement or of the right accrued therein to enforce each and every provision of the terms of this Agreement.”</p>

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
77.	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.	23.SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this 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 with the provisions of the Act or the Rules and Regulations made there under or under the other applicable law, as the case may be, and the remaining provisions of this Agreement shall be considered to remain valid and enforceable as being applicable at the time of execution of this Agreement.	
78.	27.	METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Plot bears to the total carpet area of all the Apartments/Plots in the Project.	24.METHOD OF CALCULATION OFPROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT: Wherever in this Agreement it is stipulated that the allottee has to make any payment, in common with other allottee(s) in the said building and / or in the project, the same shall be the proportion with the carpet area of the said unit with the total carpet area of all the units in the said building and / or the project.	
79.	28.	FURTHER ASSURANCES:	25.FURTHER ASSURANCES:	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		Both Parties agree that they shall execute, acknowledge and deliver to the 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 confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.	Parties hereto 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.	
80.	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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence, this Agreement shall be deemed to have been executed at ___.	26. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the promoter through the authorized signatory of the promoter and the allottee at the office, of the promoter or at some other place, which may be mutually agreed between the promoter and the allottee and after this Agreement is duly executed by the allottee and the promoter this Agreement shall be registered at the office of the Sub / Joint-Registrar at (specify the address of the Sub /Joint-Registrar). Hence this Agreement shall be deemed to have been executed at ___.	
			27. The promoter and / or allottee shall present this Agreement as well as the conveyance /	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
			assignment of lease and the instruments referred in clause above at the proper registration office for registration within the time limit prescribed by the Registration Act and the promoter shall attend such office and admit execution thereof.	
81.	30.	<p>NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below: Name of Allottee (Allottee Address) M/s Promoter name (Promoter Address)</p> <p>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.</p>	<p>28.SERVICE OF NOTICE: 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 Address of allottee. Email id of allottee. Name of promoter Address of promoter. Email id of promoter. 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, failing which all communications and letters posted at the above address shall be deemed to have been received by the allottee and / or the promoter, as the case may be.</p>	This is agreed.
82.	31.	<p>JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to</p>	<p>29.JOINT ALLOTTEES: In case there are joint allottees all communications shall be sent by the promoter to</p>	This is agreed as under:

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.	the allottee whose name appears first in this Agreement and at the address given by him/her which communications when received by him / her shall for all intents and purposes be considered as properly served on all the allottees.	“In case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first in this Agreement and at the address given by him/her which communications when received by him / her shall for all intents and purposes be considered as properly served on all the allottees.”
83.	32.	SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the	30.SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the said unit, prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the allottee under this Agreement or under the Act or	

Comparison between Model AFS (Third Status Report) and Maharashtra AFS

S.No.	CLAUSE	Model AFS [as filed before Apex Court along with Third Status Report]	Maharashtra AFS (as filed by the State vide its Affidavit dated 27.10.2022)	Remarks of MoHUA and Amicus
		rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.	the Rules or the Regulations made there under as amended from time to time.	
84.	33.	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 there under including other applicable laws of India for the time being in force.	31.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 provisions of the Act and the Rules and Regulations made there under as amended from time to time including other applicable laws of India for the time being in force.	
85.	34.	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 as per the provisions of the Act.	32. 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 redressed / adjudicated in accordance with the provision of the Act, the Rules and Regulations made thereunder as amended from time to time.	This is agreed.

AGREEMENT FOR SELL**I N D E X**

<i>Clause</i>	<i>Particulars</i>
Part 'A' Clauses	
	Details of Promoter, Land Owner (if applicable) and Allottee
Recitals	(A) – Nature of holding of land [Annexure 'A', 'B' & 'C'] (B) – Nature of the Project [Schedule 'A', 'B' & 'C'] (C) – Competency of the Promoter (D) – Commencement Certificate (E) – Approvals and permissions [Annexure 'D' & 'E'] (F) – RERA registration [Annexure 'F'] (G) – Allottee's application for allotment [Schedule 'D', Annexure 'G' & 'H'] (H) to (I) – other recitals
1.	Definitions [Schedule 'E']
2.	Terms [containing price, payment plan (Schedule 'F'), etc.
3.	Mode of Payment
4.	Compliance of laws relating to remittances
5.	Adjustment/appropriation of payments
6.	Time is essence
7.	Construction of the project/ unit
8.	Possession of the unit (includes cancellation of allottee and death of allottee)
9.	Representations and warranties of the promoter
10.	Events of defaults and consequences
11.	Conveyance of the said unit
12.	Maintenance of the Project
13.	Defect liability
14.	Right to enter the unit for repairs
15.	Usage of basement and service areas
16.	General compliance with respect to the unit
17.	Compliance of laws, notifications etc. By parties
18.	Additional constructions
19.	Promoter shall not mortgage or create a charge
20.	Apartment ownership act (of the relevant state)
21.	Binding effect
22.	Entire agreement

<i>Clause</i>	<i>Particulars</i>
23.	Right to amend
24.	Provisions of this agreement applicable on allottee / subsequent allottees
25.	Waiver not a limitation to enforce
26.	Severability
27.	Method of calculation of proportionate share wherever referred to in the agreement
28.	Further assurances
29.	Place of execution
30.	Notices
31.	Joint allottees
32.	Savings
33.	Governing law
34.	Dispute resolution
Part 'B' Clauses	
<i>Signature page</i>	
Schedules	
Sch. 'A'	Details of Common Areas
Sch. 'B'	Details of facilities and amenities with the unit / building / project
Sch. 'C'	Details of additional special amenities with the unit / building / project
Sch. 'D'	Detailed description of the unit along with boundaries in all four directions
Sch. 'E'	Definitions
Sch 'F'	Payment plan
Annexures	
Anx. 'A'	Chain of the title to the Project Land
Anx. 'B'	An authenticated copy of Certificate of Title in respect of the Project Land issued by an Attorney at law / Solicitor / Advocate
Anx. 'C'	An authenticated copy of the revenue record establishing the Title
Anx. 'D'	Layout plan, sanctioned plan, approvals to the design and specifications for construction of the Unit, etc.
Anx. 'E'	Construction Commencement Certificate
Anx. 'F'	Copy of the Registration Certificate issued by the concerned Real Estate Regulatory Authority
Anx. 'G'	Plan showing the Unit (shown in Red)
Anx. 'H'	Plan showing the Car Parking Space (shown in Red)

AGREEMENT FOR SALE**PART-A****(To be uniform across the Country)**

This Agreement for Sale (“**Agreement**”) executed on this the _____ (day) of _____ (month), 20____ (year) at _____ (place).

By and Between/ Among:**[Promoter Details]*****[If promoter is a company /LLP]***

Name of Company / LLP _____ (CIN / LLPIN No.____), a company / limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013/ the Limited Liability Partnership Act, 2008 (PAN____), having its office at _____ represented by its authorized signatory / designated partner _____ (Aadhar No. _____) authorized vide 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 and assigns)

[OR]

[If the promoter is a Partnership Firm]

_____, 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 “**Promoter**” (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 promoter is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Promoter**” (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 promoter is Proprietor]

Shri/Smt./Ms. _____, address _____ (PAN _____), (Aadhar No. _____), proprietor of the proprietary concern _____, hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators and assigns)

[OR]

[If the promoter is a Society including Co-operative Society]

_____, a society registered under the provisions of the _____ [Central or State legislation] having its principal place of business at ___, (PAN ___), represented by its authorized signatory ___, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Promoter” (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)

AND

[Land Owner details, if applicable- as per details below]

[Only in cases where promoter who is constructing the project, is not the owner of the Project land and/ or does not have the rights to convey the Title in favour of Allotees/ the Association of Allotees by whatever name called, as the case may be as per the provisions of Act.]

[If the owner of the Project Land is a Company/ LLP]

Name of company/ LLP _____ (CIN/ LLPIN No. _____), a company/ limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013/ the Limited Liability Partnership Act, 2008 (PAN___), having its office at _____ represented by its authorized signatory/ designated partner _____ (Aadhar No. _____) authorized vide resolution dated _____ hereinafter referred to as “**the Land Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

[OR]

[If the owner of the Project Land is a Partnership Firm]

Name of Partnership firm ___, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at address _____, (PAN ___), represented by its authorized partner _____ (Aadhar No. _____) authorized vide _____ dated _____ hereinafter referred to as “**the Land Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner of the partnership firm, the survivors of them and the heirs, executors and administrators of the last survivor of them)

[OR]

[If the owner of the Project Land is an Individual]

Shri/Smt./Ms. _____, address _____, (PAN ___), (Aadhar No. _____), hereinafter referred to as “**the Land Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns)

[OR]

[If the owner of the Project Land is Proprietor]

Shri/Smt./Ms. _____, address _____ (PAN___), (Aadhar No. _____)

_____), proprietor of the proprietary concern _____, hereinafter referred to as “the Land Owner” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators and assigns)

[OR]

[If the owner of the Project Land is a Society including Co-operative Society]

_____, a society registered under the provisions of the [Central or State legislation] having its principal place of business at _____, PAN _____, represented by its authorized signatory _____, (Aadhar no. _____), authorized vide _____, hereinafter referred to as “the Land Owner” (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 and his/her/their assigns)

AND

[Allottee Details]

[If the Allottee is an Individual]

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

[OR]

[If Allottee is group of persons]

- 1) Shri/Smt./Ms. _____, residing at address _____, (PAN. _____), (Aadhar No. _____)
- 2) Shri/Smt./Ms. _____, residing at address _____, (PAN. _____), (Aadhar No. _____)
- 3) Shri/Smt./Ms. _____, residing at address _____, (PAN. _____), (Aadhar No. _____) and

Shri/Smt./Ms. _____, residing at address _____, (PAN. _____), (Aadhar No. _____) hereinafter collectively referred to as “the Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns).

[OR]

[If Allottee is proprietor]

Shri/Smt./Ms. _____, address _____ (PAN _____), (Aadhar No. _____), proprietor of the proprietary concern _____, hereinafter referred to as “the Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators and assigns).

[OR]

[If Allottee is a Company /LLP]

Name of company/ LLP _____ (CIN/ LLPIN No. _____), a company/ limited liability partnership incorporated under the provisions of the Companies Act, 1956 or 2013/ the Limited Liability Partnership Act, 2008 (PAN _____), having its office at _____ represented by its authorized signatory / designated partner _____ (Aadhar No. _____), authorized vide 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 and assigns)

[OR]

[If Allottee is a HUF]

Name of HUF _____ (PAN _____) through its Karta, Name _____, (Aadhar No. _____), address _____ hereinafter referred to as “the Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said Hindu Undivided Family, their heirs, executors, administrators, successors- in-interest and assigns)

[OR]

[If Allottee is a Trust]

Name of Trust _____, a trust registered under the [State Act]/ Indian Trust Act, 1882 bearing registration No. _____ having its registered office at (PAN _____), represented by its trustee and authorized signatory name (Aadhar No. _____), authorised vide 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 trustee or trustee of the trust, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them).

[OR]

[If the Allottee is a Partnership firm]

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

[OR]

[If the Allottee is a Society including Co-operative Society]

_____, a society registered under the provisions of the _____ [Central or State legislation] having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Alottee” (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).

[Please 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”.

WHEREAS:**A. *[If promoter is the owner of the Project land]***

The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“**Project Land**”) vide sale deed(s) dated _____ registered as document(s) no. _____ at the office of the Sub-Registrar, _____. The chain of the title of the promoter to the Project Land is more particularly specified/ described in **Annexure ‘A’**, annexed hereto, titled as “Chain of Title of the Project Land”. An authenticated copy of Certificate of Title in respect of the Project Land issued by an attorney at law/ solicitor/ advocate is hereto annexed and marked **Annexure ‘B’**. An authenticated copy of the revenue record establishing the title of the Promoter to develop the Project Land is hereto annexed and marked **Annexure ‘C’**.”

[OR]

[If promoter is the developer of the Project land]

The Land Owner/ *[name of the authority]* who is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“**Project Land**”) vide sale deed(s) dated _____ registered as document(s) no. _____ at the office of the Sub-Registrar. The Land Owner/ *[name of the authority]* who is the owner and the Promoter have entered into a [collaboration/ development/ joint development] agreement dated _____ registered as document(s) no. _____ at the office of the Sub- Registrar; and thus, the Promoter is legally entitled to develop the Project Land. The chain of the title of the Promoter to develop the Project Land is more particularly specified/ described in **Annexure ‘A’**, annexed hereto titled as “Chain of Title of the Project Land”. An authenticated copy of Certificate of Title in respect of the Project Land issued by an attorney at law/ solicitor/ advocate is hereto annexed and marked **Annexure ‘B’**. An authenticated copy of the revenue record establishing the title of the Land Owner / *[name of the authority]* is hereto annexed and marked **Annexure ‘C’**.

[OR]

[If promoter is the lessee of the Project land]

The Land Owner/ *[name of the authority]* who is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District (“**Project Land**”) vide sale deed(s) dated _____ registered as document(s) no. _____ at the office of the Sub-Registrar and the Land Owner/ *[name of the authority]* who is the owner and the Promoter have entered into indenture titled as _____ dated _____ registered at the office of the Sub/ Joint-Registrar at under number *[number]* on *[date]* and by and under the above referred document, the Land Owner / *[name of the authority]*, as the owner, has granted in favour of the Promoter a lease in respect of the Project Land in perpetuity/ for a term of _____ years with a covenant permitting the Promoter to develop the Project Land and thus, the Promoter is legally entitled to develop the Project Land. The chain of the title of the Promoter to develop the Project land is more particularly specified/ described in **Annexure ‘A’**, annexed hereto titled as “Chain of Title of the Project Land”. An authenticated copy of Certificate of Title in respect of the Project Land issued by an attorney at law / solicitor / advocate is hereto annexed and marked **Annexure ‘B’**. An authenticated copy of the revenue record establishing the title of the Land Owner / *[name of the authority]* is hereto annexed and marked **Annexure ‘C’**.

B. [In case of Stand-alone building]

- (1) The Project Land is earmarked for the purpose of construction of residential /commercial / residential-cum commercial / specify such other use consisting of [give details of wings and levels like stilt, ground floor, etc.] hereinafter referred to as “the Said Building”.
- (2) The Said Building is provided with common areas like [give details] as more particularly described in **Schedule ‘A’** annexed hereto as well as facilities and amenities as more particularly described in **Schedule ‘B’** annexed hereto. The facilities and amenities provided to the Said Building include the external and internal development works as well as the facilities and amenities such as [give details, if any or mention NIL]. The Project being executed on the Project Land shall be known as “___”, hereinafter referred to as “**the Project**”.
- (3) The Project is provided with additional special amenities as more specifically described in **Schedule ‘C’** annexed hereto. [*this may contain swimming pool, gymnasium, club house, etc., if applicable*]

[OR]

[In case of more than one building]

- (1) The Project Land is earmarked for the purpose of construction of group of independent buildings designated as Building / Wing / Tower and hereinafter referred to as “**the group of buildings**”. This Agreement for Sale relates to the building designated as Building / Wing / Tower ___ for residential / commercial / residential-cum-commercial / specify such use consisting of [give details of wings and levels like stilt, ground floor, etc.] hereinafter referred to as “**the Said Building**”.
- (2) The Said Building / the group of buildings is/are provided with common areas like [give details] as more particularly described in **Schedule ‘A’** annexed hereto as well as facilities and amenities as more particularly described in **Schedule ‘B’** annexed hereto. The facilities and amenities provided to the Said Building include the external and internal development works as well as the facilities and amenities such as [give details, if any or mention NIL]. The Project being executed on the Project Land shall be known as “___”, hereinafter referred to as “**the Project**”.
- (3) The Project is provided with additional special amenities as more specifically described in **Schedule ‘C’** annexed hereto. [*this may contain swimming pool, gymnasium, club house, etc., if applicable*]

[OR]

[In case of villa or bungalow]

- (1) The Project Land is earmarked for the purpose of construction of villas or bungalows hereinafter referred to as “**the group of villas or bungalows**”. This Agreement for Sale relates to the villa or bungalow bearing No. _____ hereinafter referred to as “**the said villa or bungalow**”.
- (2) The said villa or bungalow/the group of villas or bungalows is/are provided with common areas like [give details] as more particularly described in **Schedule ‘A’** annexed hereto as well as facilities and amenities as more particularly described in **Schedule ‘B’** annexed hereto. The facilities and amenities provided to the said villa or bungalow include the

external and internal development works as well as the facilities and amenities such as *[give details, if any or mention NIL]*. The Project being executed on the Project Land shall be known as “_____”, hereinafter referred to as “**the Project**”.

- (3) The Project is provided with additional special amenities as more specifically described in **Schedule ‘C’** annexed hereto. *[this may contain swimming pool, gymnasium, club house, etc., if applicable]*

- 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____*[name of the concerned competent authority]* has granted the commencement certificate to develop the Project *vide* approval dated bearing registration no._____;
- E. ***[In case of stand-alone building]***

The Promoter has obtained the layout plan, sanctioned plan as well as approval to the design and specifications for construction of the Said Building from *[name of the concerned competent authority]*. A copy of the above-referred plans, sanctions, etc. are annexed hereto as **Annexure ‘D’ (Colly)**. The Promoter agrees and undertakes that the promoter shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

The *[insert the name of the concerned competent authority]* has granted the commencement certificate to commence construction of the said building and presently, the commencement certificate granted by *[insert the name of the concerned competent authority]* is for construction of the said building up to level _____ *vide* approval dated bearing No. _____. A copy of the above-referred commencement certificate is hereto annexed and marked as **Annexure ‘E’.**”

[OR]

[In case of more than one building]

The Promoter has obtained sanction to the layout plan for construction of the group of buildings on the Project Land from the *[name of the concerned competent authority]*. The Promoter has also obtained sanction to the layout plan, sanctioned plan as well as approval to the design and specifications for construction of the Said Building from *[name of the concerned competent authority]*. A copy of the above-referred plans, sanctions, etc. are annexed hereto as **Annexure ‘D’ (Colly)**. The Promoter agrees and undertakes that the Promoter shall not make any changes to the approved plans of the Said Building as well as the plans relating to the Said Building except in strict compliance with Section 14 of the Act and other laws as applicable.

The *[insert the name of the concerned competent authority]* has granted the commencement certificate to commence construction of the said building and presently, the commencement certificate granted by *[insert the name of the concerned competent authority]* is for construction of the said building up to level _____ *vide* approval dated bearing No. _____. A copy of the above-referred commencement certificate is hereto annexed and marked as **Annexure ‘E’.**”

[OR]

[In case of villas or bungalows]

The Promoter has obtained sanction to the layout plan for construction of the group of villas or bungalows on the Project Land. The Promoter has also obtained sanction to the layout plan, sanctioned plan as well as approval to the design and specifications for construction of the Said Building from [*name of the concerned competent authority*]. A copy of the above-referred plans, sanctions, etc. are annexed hereto as **Annexure 'D' (Colly)**. The Promoter agrees and undertakes that the Promoter shall not make any changes to the approved plans of the said villa or bungalow except in strict compliance with Section 14 of the Act and other laws as applicable.

The [*insert the name of the concerned competent authority*] has granted the commencement certificate to commence construction of the said villa / bungalow and presently, the commencement certificate granted by [*insert the name of the concerned competent authority*] is for construction of the said building up to level _____ vide approval dated bearing No. _____. A copy of the above-referred commencement certificate is hereto annexed and marked as **Annexure 'E'.**"

- F. The Promoter has registered the Project under the provisions of the Act with the (Name of State/ Union Territory) Real Estate Regulatory Authority at [place] _____ bearing no. _____; dated _____. A copy of Registration Certificate issued by the [name of the State/ Union Territory] Real Estate Regulatory Authority is hereto annexed and marked **Annexure 'F'**.
- G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area measuring _____ sq. mtrs equivalent to _____ sq. ft., type _____ on floor no. _____ in [tower/block/building] no. _____ along with garage/ covered/stilt parking no. _____ admeasuring _____ square feet in the _____ [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and undivided proportionate share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as "**the Unit**") more particularly described in **Schedule 'D'**. The floor plan showing the Unit bounded red is annexed hereto as **Annexure 'G'**, and the plan showing the car parking space (s) shown bounded red allotted in favour of the Allottee is annexed hereto and marked **Annexure 'H'**.

[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ sq. mtrs equivalent to _____ sq. ft. and plot for garage/covered/stilt parking admeasuring _____ square feet (*if applicable*) in the _____ [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and undivided proportionate share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as "**the Unit**") more particularly described in **Schedule 'D'**. The plan showing the Unit bounded red is annexed hereto as **Annexure 'G'**, and the plan showing the car parking space(s) shown bounded red allotted in favour of the Allottee is annexed hereto and marked **Annexure 'H'**.

[OR]

The Allottee has applied for allotment of a villa or bungalow and accordingly, the Allottee has been allotted the said villa or bungalow bearing no. _____ admeasuring carpet area _____ sq. mtrs equivalent to _____ sq. ft. in the Project along with garage/covered parking no. _____ admeasuring square feet in the _____ [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and undivided proportionate share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as "**the Unit**") more particularly described in **Schedule 'D'**. The plan showing the Unit bounded

red is annexed hereto as **Annexure ‘G’**, and the plan showing the car parking space(s) shown bounded red allotted in favour of the Allottee is annexed hereto and marked **Annexure ‘H’**.

- 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;
- I. *[Please enter any additional disclosures/details];*
- J. 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 Unit and the garage/covered 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. DEFINITIONS:

For the purpose of this Agreement for Sale, the definitions as provided under Section 2 of the Real Estate (Regulation and Development) Act, 2016 shall apply, unless the context otherwise requires. The definitions are set out in **Schedule ‘E’**.

Interpretation:

In this Agreement for sale, unless the context otherwise requires:

- i. headings are inserted for convenience only and shall not affect the construction of this Agreement
- ii. words importing a gender include all genders;
- iii. words using the singular or plural also include the plural or singular respectively;
- iv. the promoter, the land owner and the Allottee as the case may be and wherever in this Agreement the context so requires are collectively referred to as “the parties”;
- v. recitals in this Agreement shall form an integral and operative part of this Agreement as it the same were set out and incorporated verbatim in the operative part of this Agreement and are to be interpreted, construed and read accordingly, and

Unless otherwise stated in this Agreement time shall be the essence for the purpose of fulfilment of the rights and obligations under this Agreement.

2. TERMS:

- 2.1. 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 Unit as specified in para G.
- 2.2. The Total Price for the Unit based on the carpet area is Rs. _____ (Rupees only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. _ Unit no. _____ Type ____ Floor _	Rate of Unit per square feet*
Total price (in rupees)	_____

*Provide breakup of the amounts such as cost of Unit, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas (wherever applicable), proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking – 1	Price for 1
Garage/Covered parking – 2	Price for 2
Total price (in rupees)	_____

[OR]

Plot no. _____ Type ____	Rate of Plot per square feet*
Total price (in rupees)	

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking – 1	Price for 1
Garage/Covered parking – 2	Price for 2
Total price (in rupees)	_____

Explanation:

- 2.2.1. The Total Price above includes the booking amount and all other charges payable by the Allottee to the Promoter towards the Unit;

- 2.2.2. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes 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;

- 2.2.3. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in **Schedule 'F'** ("Payment Plan") and the Allottee shall make payment demanded by the Promoter within 30 (thirty) days from the date of such written intimation and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the 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;
- 2.2.4. The Total Price of Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

- 2.3. The Total Price payable by the Allottee under this Agreement 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 Government 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.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 2.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'F'** ("**Payment Plan**").

The Promoter hereby agrees that 70% of the said amounts due and payable by the Allottee on the dates specified in the Payment Plan shall be deposited by the Promoter/ Allottee, as the case may be, in the RERA designated bank account. In order to ensure compliance of the above, the Promoter hereby declares that the RERA designated account has been opened at Bank Branch bearing IFSC No. _____ and bearing account no. _____.

The Promoter further declares that the 100% bank account of the Promoter for the Project has been opened by the Promoter at _____ Bank, Branch _____ bearing IFSC No. _____ and bearing account No. _____.

If the Allottee deposits the amount payable by the Allottee to the Promoter in the above referred 100% account of the Promoter, then the Promoter shall deposit 70% of the said amount in the above referred RERA designated bank account. The amounts payable by the Allottee shall not be deposited in any other bank account except in the bank accounts mentioned hereinabove.

- 2.5. Upon payment of any amount by the Allottee, the Promoter shall issue a written duly signed and stamped receipt providing all the relevant details including the name, address and PAN of the Allottee, the name and address of the Project, the date of receipt of payment, amount received in figures and words, mode of payment, the purpose of payment.
- 2.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @___% per annum for the period by which the respective installment 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.
- 2.7. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in this Agreement (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. 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.
- 2.8. *[Applicable in case of an apartment/ villa/ Bungalow]* The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Unit 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five 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 three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'F'**. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

Provided that if there is any variation in the carpet area beyond three percent of the agreed carpet area of the Unit, the Allottee shall be entitled to exit the Project at the option of the Allottee and in that event, the Promoter shall refund the entire amount along with interest at the rate as prescribed under the applicable Rules. However, if the Allottee chooses to continue in the Project, then these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove.

- 2.9. Subject to 10.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided proportionate share / interest 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. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit, subject to necessary safety measures followed by the Allottee as established by the Promoter/s at the site..
- 2.10. It is made clear by the Promoter and the Allottee agree that the Unit along with garage/covered parking shall be treated as a single indivisible Unit for all purposes. It is agreed that the Project is

an independent, self-contained Project covering the said Land and is not a 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 only for use and enjoyment of the Allottees of the said building/ group of buildings / group of villas or bungalows on the Project, as the case may be.

- 2.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit 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 liability, mortgage loan and interest thereon before transferring the Unit 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 therefor by such authority or person.
- 2.12. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the 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 Unit as prescribed in the Payment Plan [**Schedule 'F'**] 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 Rules.

3. 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule 'F'**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in the bank accounts mentioned hereinabove in clause 2.4.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1. 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 and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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.
- 4.2. The Promoter accepts no responsibility in regard to matters specified in para 4.1 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 if any 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 Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. 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 Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

6. 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 Unit to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, along with the facilities and amenities as well as the additional special amenities as detailed in this Agreement.

7. CONSTRUCTION OF THE PROJECT/ UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities. 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 bye-laws, FAR and density norms and provisions prescribed by the [Please insert 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. POSSESSION OF THE UNIT:

- 8.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement.
- 8.2. The Promoter assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, 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 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 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 45 days from that date. 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.

8.3. **Procedure for taking possession** The Promoter shall offer in writing the physical possession and handover physical possession of the Unit to the Allottee, within two months of obtaining the occupancy certificate from the competent authority. The Allottee, upon receipt of offer of possession, shall take the physical possession within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.

8.4. **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per para 8.3, the Allottee shall take possession of the 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 Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 8.3, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.3.

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

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

8.6. **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 not more than ten percent (10%) of the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

8.7. **Death of Allottee**- Upon death of the Allottee, the legal heirs of the Allottee shall have the option to either continue with the allotment or to surrender the allotment. If the legal heirs choose to continue with the allotment, they will be bound by the terms and conditions of this Agreement by being substituted as Allottee(s) in place of the original Allottee. If the legal heirs chose to surrender the allotment, the Promoter shall refund the full money paid by the deceased Allottee to the legal heirs. However, the Promoter shall not be liable to pay any interest thereon. The payment shall be made within 30 days of the legal heirs intimating their decision to surrender the allotment. Such intimation shall be in writing to the Promoter by all the legal heirs subject to any court order permitting otherwise.

8.8. **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 interest and 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 event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.2; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter

shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five 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 handing over of the possession of the Unit, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter / Land Owner 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) 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;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project, Building or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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, Project, Building and 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, Building and the said 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 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 Unit to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Scheduled Property/ Project Land is not the subject matter of any HUF and that no part of the Scheduled Property/ Project Land is owned by any minor and/or no minor has any right, title and claim over the Schedule Property/ Project Land;
- (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 till the completion certificate has been issued and possession of the Unit, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

- (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.
- (xiii) The Promoter had submitted certain documents to the Real Estate Regulatory Authority as required under the Act for the purposes of registration of this real estate project. The said documents are available on the website of Real Estate Regulatory Authority [*website address*].
- (xiv) The Promoter shall be liable to pay such compensation to the Allottees in the manner provided in the Act, if he fails to discharge any other obligation imposed on him under the Act or the rules or regulations made thereunder or in accordance with the terms and conditions of this agreement.
- (xv) The Promoter hereby confirms that the premium charges for applicable insurance are paid and he has transferred the insurance policy and handed over the policy papers to the benefit of the Allottee or the association of Allottees, as the case may be.
- (xvi) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third Allottees and without the prior written approval of the Authority. The Promoter shall have no right, as an Allottee itself, to vote for such transfer. It is specifically assured and acknowledged that such transfer or assignment shall not affect the allotment or sale of the Unit(s) in the Project under this Agreement by the erstwhile promoter and the transferee or assignee promoter shall be equally and fully bound by this Agreement with respect to the allotment and the Allottee.
- (xvii) After the association of Allottees has taken over the physical possession and maintenance of the Common Areas, the Promoter shall be deemed to be owner of such Unit(s) which remain unsold and/or are still in its physical possession and as such, the Promoter shall be liable to pay proportionate maintenance charges of such Unit(s), as determined by the association of Allottees.
- (xviii) The Promoter shall enable the formation of an association or society or co- operative society, as the case may be, of the Allottees, or a federation of the same, under the laws applicable:

Provided that in the absence of local laws, the association of Allottees, by whatever name called, shall be formed within a period of three months of the majority of Allottees having booked their Unit, as the case may be, in the project;

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. 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 Unit to the Allottee within the time period specified in para 8.2 or fails to complete the project within 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 Unit 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 and completion certificate, as the case may be, have 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.

10.2. In case of Default by Promoter under the conditions listed above, an Allottee is entitled to the following:

10.2.1. The Allottee may stop making further payments to Promoter as demanded by the Promoter until the Promoter corrects the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or,

10.2.2. 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 Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

10.3. The Allottee shall be considered under a condition of Default on the occurrence of the following event:

In case the Allottee fails to make payments for consecutive demands made by the Promoter consecutively for not less than three (3) months as per the Payment Plan [**Schedule 'F'**], 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 prescribed in the Rules;

Provided that in case of Default by Allottee under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided further that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

11. CONVEYANCE OF THE SAID UNIT:

11.1 The Promoter, on receipt of Total Price of the Unit as per para 2.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with undivided proportionate share/ interest in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration 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 payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11.2 The Promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act, or the rules and regulations made thereunder or to the Allottee as per this Agreement for Sale, or to the association of Allottees, as the case may be, till the conveyance of all the Units, as the case may be, to the Allottees, or the common areas to the association of Allottees or the competent authority, as the case may be.

12. MAINTENANCE OF THE PROJECT:

The Promoter and any service provider appointed by Promoter shall be both jointly and severally responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Unit.

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (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.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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 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 OF BASEMENT AND SERVICE AREAS:

The basement(s) and service areas, if any, as located within the project, 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's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 16.1 Subject to para 12 above, the Allottee shall, after taking possession of the Unit, be solely responsible to maintain the 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 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 Unit and keep the 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.
- 16.2 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 16.3 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 association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 An Allottee of the Unit will participate towards the formation of an Association of the Allottees.

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

The Parties are entering into this Agreement for the allotment of the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, 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 Unit/Building 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 Unit/Building.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Act, 2016 as also the _____ [Please insert the name of the State Apartment Ownership] Act), in so far as it is not inconsistent with the provisions of Act, 2016. The Promoter further assures compliance of various laws/regulations as applicable in _____, in so far as it is not inconsistent with the provisions of the Act, 2016.

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 [**Schedule 'F'**] within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar _____ (specify the address of the Sub- Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 30 (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 and Annexures, 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 Unit/building, 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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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 'F'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Parties to enforce at any time or for any period of time the provisions of the terms of this Agreement hereof shall not be construed to be a waiver of any provisions of the terms of this Agreement or of the right accrued therein to enforce each and every provision of the terms of this Agreement.

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 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the 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 confirm 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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence, this Agreement shall be deemed to have been executed at _____.

30. 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 and Email at their respective addresses specified below:

_____ **Name of Allottee**
 _____ (Allottee Address)
 _____ (Email Address)

M/s _____ **Name of Promoter**
 _____ (Promoter Address)
 _____ (Email Address)

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

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first in this Agreement and at the address given by Allottee(s) which shall for all intents and purposes to consider as properly served on all the Allottees upon receipt.

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, as the case may be, 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.

33. 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 of India for the time being in force.

34. 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/ conciliation, failing which the same shall be settled/ redressed / adjudicated as per the provisions of the Act as amended from time to time.

PART-B

[Please insert:

- (A) Additional clauses to be incorporated by States/UTs based on their individual needs and exigencies.
 (B) Any other terms and conditions as per the contractual understanding between the parties.

However, the above additional clauses should not be contrary to or dilute the clauses of Part 'A' in any manner and should be strictly within the scheme of the Act, 2016.]

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:

Please affix
photograph and
sign across the
photograph

Allottee: (including joint buyers)

(1) Signature_____Name_____Address _____

(2) Signature_____Name_____Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY:

Promoter:

(1) Signature (Authorised

Signatory)_

Name_____Address_____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY:

Land Owner:

(1) Signature (Authorised

Signatory)_

Name_____Address_____

Please affix
photograph and
sign across the
photograph

At_____on_____in the presence of:

WITNESSES:

(1) Signature_____Name_____Address _____

(2) Signature_____Name_____Address _____

SCHEDULE 'A'

DETAILS OF COMMON AREAS

SCHEDULE 'B'

**DETAILS OF FACILITIES AND AMENITIES WITH THE
UNIT / BUILDING / PROJECT**

SCHEDULE 'C'

**DETAILS OF ADDITIONAL SPECIAL AMENITIES WITH THE
UNIT / BUILDING / PROJECT**

SCHEDULE 'D'

**DETAILED DESCRIPTION OF THE UNIT:
PLEASE INSERT THE DESCRIPTION OF THE UNIT ALONG
WITH BOUNDARIES IN ALL FOUR DIRECTIONS.**

SCHEDULE - E**DEFINITIONS:**

- A. “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- B. “appropriate Government” means the Central Government;
- C. ‘Carpet Area’ means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment/ villa / bungalow.
- Explanation.— For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee; and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment/ villa / bungalow, meant for the exclusive use of the Allottee;
- D. ‘Common Areas’ mean—
- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air- conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community and commercial facilities as provided in the real estate project;
 - (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- E. “Completion Certificate” means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- F. “Local Laws” means the laws applicable in the State/Union Territory.
- G. “Occupancy Certificate” means the occupancy certificate, or such other certificate, by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- H. “Planning Authority” means the Planning Authority established under _____;

- I.** “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- J.** “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- K.** ‘Sanctioned Plan’ means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project issued by the [name of the concerned Authority] in accordance with the [name of the concerned Central/State/Union Territory law] and as amended from time to time.
- L.** “Section” means a section of the Act.
- M.** ‘Unit’ means an apartment, plot, villa or bungalow.

Words and expression used but not defined herein shall have the same meaning respectively assigned to them in the Act.

SCHEDULE 'F'
[PAYMENT PLAN]*

(Illustrative list of construction stages & maximum percentage of payment payable to Promoter, to be notified by respective Appropriate Governments)

The Allottee has paid on or before execution of this agreement a sum of Rs..... (Rupees only) (not exceeding % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs____(Rupees.) in the following manner:-

<i>Sl.</i>	<i>Particulars</i>	<i>Amount payable by Allottee</i>
1.	After the execution of Agreement.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
2.	On completion of the Plinth of the building or wing in which the said Apartment is located.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
3.	On completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
4.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
5.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
6.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
7.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	Amount of Rs..... /- (.....) (not exceeding % of the total consideration)
8.	On or after receipt of occupancy certificate or completion certificate.	Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee

* For plot, villa or bungalow, the parties may mutually make appropriate changes to the above Payment Plan.

ANNEXURES TO THE AGREEMENT

Annexure ‘A’ - Chain of the title to the Project Land

Annexure ‘B’ - An authenticated copy of Certificate of Title in respect of the Project Land issued by an Attorney at law / Solicitor / Advocate

Annexure ‘C’ - An authenticated copy of the revenue record establishing the Title

Annexure ‘D’ (Colly) - Layout plan, sanctioned plan, approvals to the design and specifications for construction of the Unit, etc.

Annexure ‘E’ - Construction Commencement Certificate

Annexure ‘F’ - Copy of the Registration Certificate issued by the concerned Real Estate Regulatory Authority

Annexure ‘G’ - Plan showing the Unit (shown in Red)

Annexure ‘H’ - Plan showing the Car Parking Space (shown in Red)