



Ministry of Housing and Urban Affairs  
Government of India



*Model Guidelines for*

# DEVELOPMENT AND REGULATION OF RETIREMENT HOMES



**NARENDRA MODI**  
Prime Minister



**“ Today, if we are able to work so rapidly to create a new India, it is because of the foundation our senior citizens laid. The value and wisdom of our senior citizens are important for us. We have given top most focus for dignity, financial security and well-being of our senior citizens. ”**

हरदीप एस पुरी  
HARDEEP S PURI



Message

आवासन और शहरी कार्य  
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HOUSING AND URBAN AFFAIRS  
GOVERNMENT OF INDIA

Indian society through the ages has placed a premium on the equanimity, wisdom and balance provided by the elderly to the family set up. The joint family, a rarity in these times, was a manifestation of this culture. All our fables and mythology laid great emphasis on the guidance and wisdom of the elders in the family. The India of today, in that sense, is at an inflexion point as the focus of mainstream society and the economy by and large has been on the young and aspirational generation. Rightly so, because in many ways, every adult, every parent, always strives for and works towards the wellbeing of the young generation.

The withering away of the joint family resulted, however, in an unintended and unfortunate consequence, the slow neglect of the elderly. We have still not fully realized the enormous collateral damage to society though this neglect. There is now a slow and growing realization that there is pressing need to pay attention to the wellbeing of the elderly. Poignant tales of neglect, abandonment and gross injustice are becoming more common and pricking the conscience of a compassionate society.

To ensure the comfort and security of the aged is the bounden duty of society. That many of them feel unsafe, neglected or abandoned is a reflection of our own callousness and constitutes an indictment we should be acutely conscious of. We have either disregarded or underestimated the intellectual capital, wisdom and experience that each one of the elderly can provide. 'Retirement' is a term that is used in a very flippant way. It merely denotes a point of time when one withdraws from an active 'working' life.

The issues of the elderly especially relating to their place of residence is an area which comes within the domain of the Ministry of Housing and Urban Affairs. Several concerns were brought to my notice thus triggering an exercise to put in place a set of guidelines that will ring fence the difficulties faced by the elderly residing in housing societies especially when they are short changed by vested interests.

I am sure these guidelines will encourage all states/Union Territories to align their policies and regulations in line with these guidelines. That said, finally we need to change mindsets, our attitudes and deal with the elderly with patience and an acknowledgement that they are cared for not just as a matter of compassion but more importantly for the service they have rendered throughout their lives.

  
(Hardeep S Puri)

New Delhi  
18 February, 2019

दुर्गा शंकर मिश्र  
सचिव  
**Durga Shanker Mishra**  
Secretary



भारत सरकार  
आवासन और शहरी कार्य मंत्रालय  
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### **Foreword**

United Nations has projected that India's population of 'senior citizens' will cross 24 crore by the year 2050. A large number of these senior citizen are economically independent and likely to choose a dignified lifestyle and prefer to live independently in communities of likeminded people. However, they have special needs and require professionally managed services.

Ministry of Housing and Urban Affairs took a note of the growing demand for professionally developed and managed 'Retirement Homes' in India. Accordingly, a Committee was constituted to examine the needs of senior citizens and other related apparatus that deals with this subject. Ministry has recognized that such projects are a special category of real estate projects and need to be suitably dealt under the Real Estate (Regulation and Development) Act (RERA) as well as other relevant laws. Based on the recommendations of the Committee a '**Model Guidelines for Development and Regulation of Retirement Homes**' has been formulated.

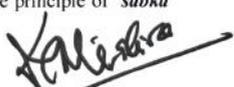
It is envisaged that these Guidelines will enable the States/UTs to establish transparency and accountability with redressal of issues pertaining to Retirement Homes. It will enable an appropriate regulatory environment wherein the rights of senior citizens are protected and their special needs are addressed. It will bring investment in this special category of real estate, wherein demand is expected to grow steadily.

एक कदम स्वच्छता की ओर

The State and UTs are requested to take timely action for implementation of these Guidelines for the benefit of the senior citizens particularly users of Retirement Homes. MoHUA is committed to proactively assist and handhold the States/UTs for the promotion and implementation of these Model Guidelines in order to protect the rights of the senior citizens and retirees.

I thank, the members of the Expert Committee comprising of Shri Jagan Shah, Director, NIUA (Chairman); Shri Anupam Mishra, Economic Advisor, MoHUA (Convenor), Smt. Sucheta Dalal, Founder-Trustee, MoneyLife Foundation; Shri R. Venkatanarayanan, IAS (Retd.), and representatives from Ministry of Social Justice & Empowerment, Ministry of Health & Family Welfare, Central Government Employees Welfare Housing Organization, Town & Country Planning Organization, Delhi Development Authority, Housing and Urban Development Corporation Ltd., Bureau of Indian Standard, HelpAge India in providing their valuable inputs in drafting these Model Guidelines. I also thank Ms Tora Saikia, Mr Puneet Tripathi and Ms Mutum Chaobisana, consultants in the Ministry for providing support to the committee in its deliberations and drafting of these Model Guidelines.

I am confident that, the Model Guidelines will enable the State / UT Governments to achieve their commitment towards New Urban Agenda and promote inclusive growth through the principle of '*sabka saath sabka vikaas*'.

  
(Durga Shanker Mishra)

**New Delhi**  
21 February, 2019

# Background

## SENIOR CITIZENS IN INDIA

The citizens, who have crossed the age of 60 years are described variously as 'senior citizens', 'elderly' and 'aged'. The population of this segment has increased steadily since 1950. The Census of India 2001 enumerated approximately 7.6 crore senior citizens in India, which has increased to 10.4 crore in 2011. As per the report of UNFPA<sup>1</sup>, this number is expected to grow to 17.3 crore by 2025 and about 24 crore by 2050. The population share of senior citizens will increase from 8 percent in 2015 to 19 percent in 2050 and it is expected that by the end of the century, senior citizens will constitute nearly 34 percent of the total population of the country (Figure 1). This ageing phenomenon is all set to replace the 'youth bulge' that India is currently experiencing with an 'aging society'. The United Nations Population Fund (UNFPA) 2017 observed that "the relatively young India of today will turn into a rapidly ageing society in coming decades."<sup>2</sup>

With the rising income levels, a growing number of these senior citizens are now economically independent and willing to pay for facilities and services related to their physical, medical and psychological needs. There is already a growing trend in senior citizens choosing to reside in commercially developed and professionally managed facilities known as 'Retirement Homes'.<sup>3</sup> Living

independently from their families and being aged and, in many cases, infirm, the senior citizens who reside in Retirement Homes become vulnerable to harassment, breach of contract and violation of their basic rights by Developers/Service Providers, who build, operate and maintain the Retirement Homes.

The Ministry of Housing and Urban Affairs (MoHUA) has recognised the fact that 'Retirement Homes' comes under the category of real estate project and are subject to the provisions of the Real Estate (Regulation & Development) Act, 2016. MoHUA has prepared these Model Guidelines to enable the State Governments and Union Territories to make appropriate provisions in their respective Acts and Regulations to protect the rights of the senior citizens and retirees, who are residents of Retirement Homes.

Key factors contributing to the increasing number of senior citizens in India are declining fertility, reduction in mortality and improved survival at older ages because of better healthcare facilities. It has been reported that 'further life expectancy' at the age of 60 increased from 14 years in 1970–1975 to 18 years in 2010–2014.<sup>4</sup> The old-age dependency<sup>5</sup>

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<sup>4</sup> Sample Registration System (SRS).

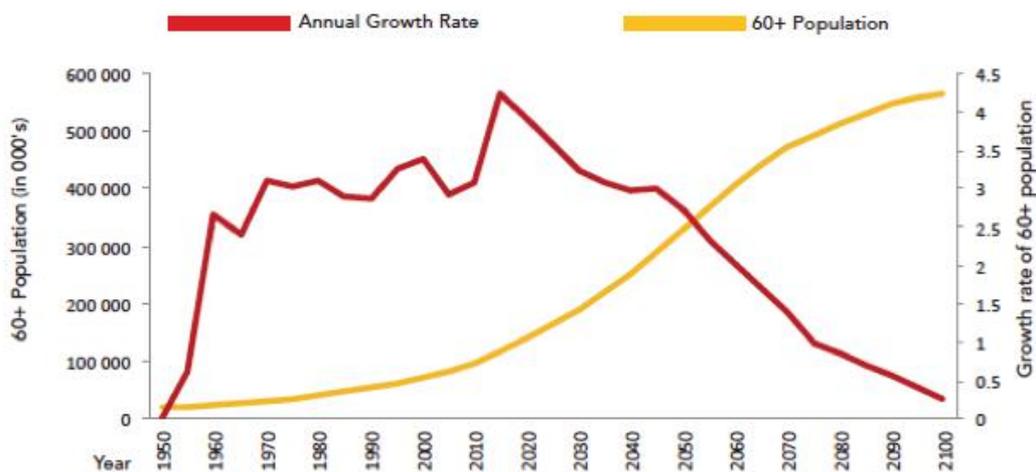
<sup>5</sup> Old age dependency ratio is defined as the number of persons in the age-group 60 or more per 100 persons in the age-group 15–59 years. See 'Elderly in India- Profiles and Programmes 2016', Central Statistics Office, MoSPI, GoI. The 60th Round of the National Sample Survey (2004) also provides the following sketch of the living arrangements of the elderly: 5.2 % of the senior citizens were living alone and 12 % were living with their spouse; 32.1 % were living with their children while a significant 29.4 % had their child, grandchild or sibling residing outside the village/town; 18.5 % had either a child, grandchild or sibling residing

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<sup>1</sup> *Caring for Our Elders: Early Responses*, India Ageing Report, 2017, UNFPA.

<sup>2</sup> *Ibid.*

<sup>3</sup> *Retirement Homes in India*, undated report (ca. 2018), Moneylife Foundation.



Source: United Nations (2015), World Population Prospects, 2015 Revision, Department of Economic and Social Affairs, United Nations.

Figure 1. Population and Growth Rate of Senior Citizens in India, 1950–2100

ratio in India, increased from 10.9 percent in 1961 to 14.2 percent in 2011. This ratio shows significant variation across States and is more pronounced in rural areas. It is also observed that elderly women are likely to live about two years longer than elderly men, a phenomenon known as ‘feminization of ageing’. This also corresponds to a higher old-age dependency ratio for women. It is significant that the demographic changes associated with senior citizens are accompanied by social and economic changes that require special attention. The tendency of increasing numbers of economically independent senior citizens to prefer living in Retirement Homes is also associated with the growth of nuclear family that is displacing the traditional joint family and joint household.

## GOVERNMENT RESPONSE TO THE NEEDS OF SENIOR CITIZENS

Article 41 of the Constitution of India,

*within the same building; 36.9 % lived in the same village/town as their child, grandchild or sibling but in separate accommodation; 44.8 % lived along with their spouse in a household that also had other members and 4.4 % lived with other relations and non-relations.*

stipulates that the “The State shall, within the limits of its economic capacity and development, make effective provision for securing the right to work, to education and to public assistance in cases of unemployment, old age, sickness and disablement, and in other cases of undeserved want.” Social Justice has been made the concurrent responsibility of the Central and State Governments. In view of this, the Government of India enacted the ‘Maintenance and Welfare of Parents and Senior Citizens Act’ (‘MWPSCA’) in 2007. The MWPSCA makes it mandatory for legal heirs (child/ relative) to provide care to their older parents or relatives after they attained the age of 60 years or above. The Ministry of Social Justice & Empowerment (MoSJE) prepared the ‘National Policy for Senior Citizens’ in 2011, which states that “institutional care [should be seen] as the last resort” for senior citizens. In furtherance of this policy, the MoSJE implements the ‘Integrated Programme for Old Persons’ (IPOP), which provides support for the establishment and maintenance of Old-Age Homes, day-care centres, mobile medical

units, regional resource & training centres and formation of senior citizen associations. The States are expected to establish and maintain 'Old-Age Homes' for the care of senior citizens, with at least one old-age home for 150 persons to be provided in every district.<sup>6</sup> However, the demand for Old-Age Homes is not evenly spread across the States/UTs due to different socio-economic conditions.

In 2014, the Parliamentary Standing Committee on Social Justice and Empowerment had reviewed the implementation of the IPOP scheme and recommended that minimum standards should be defined for Old-Age Homes across the country in order to ensure the wellbeing of their residents. The issue was further highlighted in 2015 in a Public Interest Litigation (PIL) filed in the Madras High Court by a veteran retired from Air India, Mr. S Krishnamurthy.<sup>7</sup> The PIL requested the Court to direct the respondent (Government of Tamil Nadu), "to frame regulation and appoint a regulatory authority to monitor the functioning of the senior citizen homes." In response to the PIL, in 2016, the Social Welfare and Nutritious Meal Programme Department of the Government of Tamil Nadu issued a Government Order (G.O.) defining minimum standards and compulsory registration of old age homes.<sup>8</sup> This addresses the special needs

of the Old Age Homes only and does not address to the need of senior citizens who are able and willing to pay for accommodation, services and facilities.

## **ROLE OF MOHUA AND THE NEED FOR GUIDELINES FOR RETIREMENT HOMES**

The UNFPA recommends a 'segmented approach' that is sensitive to the diversity within the population of senior citizens. While the dependent and destitute senior citizens are catered by the Old-Age Homes, there is a growing number of senior citizens who belong to the 'urban upper and middle income' segment, who are currently relying on an unregulated and underdeveloped market for accommodation and services, broadly represented by a category of facility called the 'Retirement Home.' While this segment does have the financial capacity to pay for facilities and services, it is not adequately protected from cheating, exploitation and other forms of harassment.

"The urban upper and middle income elderly benefit from the migration of their children to better employment opportunities. Many are well-off precisely because of their prosperous children but are left alone to take care of themselves; more often than not, they are quite capable of doing so. Strengthening systems of formal and reliable care-giving is essential for this segment of elderly."<sup>9</sup>

A recent report prepared by the Moneylife Foundation for HDFC Bank, highlights the need to cater the regulation of Retirement Homes in

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*6 The MoSJE is currently preparing a draft bill to amend the MWPC Act of 2007. In the draft bill that has been put out for public comment, there is a substitution of the word 'old age home' by 'Senior Citizen Care Home'. However, for ease of comprehension, this document continues to use 'old-age home'.*

*7 Writ Petition Number 22967 of 2015.*

*8 The comprehensive G.O. issued by the Tamil Nadu government included provisions for the following aspects of old-age homes: basic norms, including the rights of residents; compulsory minimum facilities and services to be provided; health and medical care; staffing requirements; food to be served; governance, including the formation of resident association; maintenance requirements; management of funds, accounts and records; registration procedures; and the formation of a nodal authority for regulation*

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*of old age homes in a district, chaired by the District Collector.*  
*9 United Nations Population Fund 2017. 'Caring for Our Elders: Early Responses' - India Ageing Report - 2017. UNFPA, New Delhi, India, p. 10*



India.<sup>10</sup> The study focuses on the experiences of residents of Retirement Homes in the cities of Coimbatore, Pune and Bengaluru that lead the development of Retirement Homes in their States. Some of the key findings of the Moneylife Foundation study are that “close to 65 percent of the respondents, who were interviewed had not signed a contractual agreement that defines the terms of service, close to 90 percent of them had not anticipated any increases in maintenance charges over time and over 70 percent said that there was no residents council that would give them some say in the running of these homes”

The study further observes that in the absence of specific regulations to govern Retirement Homes, the residents are vulnerable to various forms of exploitation and mistreatment and their only recourse is to file a civil case which is cumbersome. Most of the grievances of the residents of the Retirement Homes are related to poor delivery of services despite collection of high maintenance charges. These grievances primarily arise because of lack of transparency and accountability on the part

of Promoter/Developer/Service Provider with regard to their financial transactions and promised service & facilities.

As brought out in the said report, the problems of the residents of the Retirement Homes pertain to the contractual relationship. Real Estate (Regulation & Development) Act, 2016 (RERA) provides for a framework for regulating all real estate projects. In addition to this MoHUA also has the mandate to prepare policies, standards and good practices for real estate sector including housing, urban infrastructure & services. MoHUA works in collaboration with State Governments, as matters relating to ‘land and colonization’ are constitutionally mandated to the States/UTs.

Recognising its role and responsibility with regard to the regulation of real estate in particular and urban development and housing in general, MoHUA has drafted a set of Model Guidelines, which can be implemented by the State Governments and Union Territories to develop and regulate the Retirement Homes in order to ensure senior citizens an independent and dignified life after retirement.

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<sup>10</sup> ‘Retirement Homes in India’, undated report (ca. 2018), Moneylife Foundation.

# Model Guidelines For Regulation and Development of Retirement Homes

## 1. SPECIAL DEFINITIONS AND CONCEPTS USED IN THESE GUIDELINES

These Model Guidelines retain the meanings of terms as ‘promoter’, ‘project’, ‘buyer’, ‘sale’, ‘transfer’, ‘apartment’ etc. which are widely used and understood and derive from various Acts/Regulations/Rules already in existence. Only a few special terms and concepts that are critical for the understanding of these guidelines have been defined/described below:

**“Allottee”**<sup>1</sup> means a person/senior citizen, who acquires an apartment<sup>2</sup> within the premises of a Retirement Home exclusively for the residential purpose of an eligible resident.

**“Eligible Resident”** means a senior citizen<sup>3</sup> who is an Allottee/Resident of a Retirement Home and whose spouse (if any) of such

*1 Section 2(d) of the RERA defines ‘allottee’ as a ‘person’ to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.*

*2 As per the RERA, an ‘apartment’, whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified. However, in the case of Retirement Homes, the apartment shall refer to a premises used for residential use only.*

*3 The MWPSA 2007 defines the ‘Senior Citizen’ as any person being a citizen of India, who has attained the age of sixty years or above.*

age that their ‘combined age’ would not be less than 110 years. The eligible resident of Retirement Homes may not be the Allottee.

**‘Allottee’** and **‘Eligible Resident’** refers to the concept that an apartment in the premises of a Retirement Home may be purchased by senior citizen himself/herself or by any other legal entity, i.e. Allottee; however, it must be used solely by Eligible Resident.

It is further provided that, along with primary user, other family members may also stay temporarily in the premises of such Retirement Homes for such period as decided by Competent Authority/Residents Council on a case to case basis.

**“Retirement Home”** means a residential project or part of a residential project, as may be advertised and developed by Promoters/Developers, under the applicable provisions of the Real Estate (Regulation & Development) Act, 2016 (‘RERA’), or any other laws as may be applicable, and which is primarily for the use of the ‘Eligible Resident’ and has such minimum facilities as may be provided under the respective Acts/Regulations.

**“Service Provider (SP)”** or **“Retirement Home Operator (RHO)”** means any person/entity, which is capable of and/or specializes in the operation and management of Retirement Homes, which may include on-site monitoring,

personal care services and any other relevant services, including the basic maintenance services. The rules/regulations governing the roles and responsibilities of SP/RHO, to be framed by the respective State Governments/UTs. SP/RHO may be developer itself or any entity appointed by Promoter/ Developer.

Sale of Apartments in Retirement Homes by promoter shall be permitted only pursuant to registration of the Retirement Home projects as mandated by RERA and State rules framed thereunder. All the provisions of RERA and State rules framed thereunder shall be applicable to Retirement Home projects.

## **2. REGULATION OF RETIREMENT HOMES**

### **Applicability of RERA to Retirement Homes**

RERA is applicable to all 'Real Estate Projects', therefore all the provisions of RERA and State rules framed thereunder shall apply to Retirement Homes. Real Estate Regulatory Authority established under RERA of the respective State/Union Territory will be responsible for the regulation of Retirement Homes, especially with regard to Chapter III of the RERA dealing with the 'Functions and Duties of the Promoter' and Chapter IV dealing with the 'Rights and Duties of the Allottee'. However, given the specific nature of the promoters and allottees of Retirement Homes, States/ UTs may enunciate some of the special provisions, which are required to be covered under 'Agreement of Sale' and other relevant documents.

### **Basic Rights of the Allottee/Resident of a Retirement Home**

'Basic Rights of the Allottee/Resident of a Retirement Home', which need to be ensured by Promoter/Developer and SP/RHO, is at

**Annexure A.** These may be elaborated further by the States/UTs as per the specific requirements in their respective State Rules framed under RERA and other related policies. These may also form a part of the 'Agreement of Sale' at the time of allotment of the apartment to the Allottee.

### **Registration of Service Provider/ Retirement Home Operator**

Urban Local Bodies (ULBs) and Development Authorities, as the case may be, should formulate necessary provisions, regulations under the applicable laws to ensure mandatory registration of RHO/ SP along with the Promoter/Developer.

Residents of Retirement Homes have special requirements with regard to the specialized care, elderly friendly built environment and agreed customized services to be provided on payment of appropriate service/ maintenance charges. Where the Promoter/Developer is not able to provide the agreed services, it may choose to appoint a Service Provider (SP) or a Retirement Home Operator (RHO) in order to perform its responsibilities towards the Allottee/Resident.

The manpower/human resources deployed by SP/RHO in Retirement Home Projects, shall be trained and qualified for the job entrusted to them. The technical qualifications and financial requirements of the SP/RHO shall be as decided by the State/UTs. The qualifications/certifications of the SP/RHO shall be disclosed to the Residents at the time of executing the Agreement of Sale which will be a 'Model Tri-Partite Agreement' to be executed among the Developer, SP/RHO and Allottee, to facilitate informed choices by the residents. States/

UTs may also choose to categorize and rank various Retirement Homes in their jurisdiction, so that residents are able to keep track of the overall performance of their SP/RHO/ Developer/ Promoter.

### **Agreement of Sale - Model Tri-Partite Agreement for Retirement Homes**

In order to secure the rights of the senior citizens living in Retirement Homes, it is important that Promoter/Developer and SP/RHO are held jointly and responsible for their duties and obligations towards the Allottees/ Residents. Thus, it is necessary that in the case of Retirement Homes, the Agreement of Sale is a Model Tri-Partite Agreement which may be executed before entering into Transfer of Title Deed, among Promoter/Developer, Allottee/ Residents and SP/RHO. 'Model Tri-Partite Agreement' is attached as **Annexure B**.

Different versions of the Tri-Partite Agreement will be required in different models of Retirement Homes and corresponding Agreements of Sale. States and UTs therefore, may modify and customize their Model Tri-Partite Agreements according to different models (Ownership Model, Reverse Mortgage and Lease/ Rent Model), which are further detailed in Section 4 of these Guidelines. In case of Lease/Rental model, the States/UTs may incorporate required provisions for the Developers/SP/RHO in their existing Rental Laws, and also to ensure fast track disposal of disputes.

### **3. MONITORING OF RETIREMENT HOMES**

States/UTs and the Urban Local Bodies may form the Monitoring Committees within appropriate departments/agencies for monitoring and implementation of all the applicable laws, regulations, rules, policy and

guidelines including these Model Guidelines that are relevant to the subject of Retirement Homes.

Further, in order to ensure the implementation of these Model Guidelines, a Task Force for constant dialogue with States/UTs and other stakeholders for promotion and implementation of these Guidelines will be set up by MoHUA.

## **4. MODELS FOR OPERATING RETIREMENT HOMES**

### **Ownership Model**

The ownership model is valid for transfer of title through 'Sale Deed/Transfer Deed', wherein the prospective Allottees will directly purchase the apartment from the promoter/ developer, pursuant to which the Allottee will be the owner of the apartment. In the event of demise of Allottee, their legal heir(s) may use/ sale/ lease/ rent the apartment for residential use of Eligible Residents only.

### **Reverse Mortgage**

The prospective Allottees may also opt for Reverse Mortgage, wherein the property shall stand mortgaged to financial institutions, which will pay a lump-sum or monthly instalments to the Allottees for a period of time as mutually agreed between financial institution and Allottee. Upon the death of the Allottee or the completion of term of mortgage, the property shall devolve as per the mutually agreed terms of the agreement.

### **Lease/ Rental Model**

The prospective Lessee/ Tenant can reside in the apartment on lease/ rent (with or without security deposits/ advance) from the Promoter/ Developer for the agreed period, on mutually

agreed terms. The maintenance and/or service charges may be clubbed into the rent or paid separately as mutually agreed between the parties.

A financial institution or guarantor can also step-in with infusion of funds by purchasing a number of Apartments from Promoter/ Developer and thereafter lease apartments to senior citizens, either on the reverse mortgage model or through a rental agreement based on the commercial terms agreed among the parties.

## **5. COLLECTION AND UTILIZATION OF FUNDS**

The collection and management of funds by the SP/RHO from the Residents, for regular operations and maintenance of the Retirement Home, will be through a twofold mechanism that includes Interest Free Maintenance Security Deposit (IFMS) and Maintenance Charges.

### **Interest Free Maintenance Security Deposit (IFMS)**

- a. Every Allottee purchasing an apartment in the Retirement Home shall be liable to provide a refundable Interest Free Maintenance Security (IFMS) deposit for the management /service of the residential premises at the time of such purchase/ lease of apartment;
- b. 50% of the IFMS shall at all times be deposited with a scheduled bank as fixed deposit and the interest received out of such deposits shall be used for repair and maintenance of the Retirement Home;

- c. The remaining 50% of the IFMS shall be invested by the SP/RHO in Government approved securities/bonds and the interest earned from such investments shall be utilised for the repair and maintenance of the Retirement Home;

- d. In case of cancellation of allotment of the apartment or exit by the Allottee due to any reason whatsoever, the IFMS shall be refunded to the Allottee within a maximum period of three months from the date of refund application. In case of death of Allottee, the refund of IFMS shall be returned to legal heir(s) of the deceased Allottee as per applicable laws within a maximum period of three months from the date of refund application by the legal heir(s) of the deceased Allottee to Promoter/SP/RHO along with the necessary documents (death certificate etc.)

### **Maintenance Charges**

- a. SP/RHO can collect maintenance charges either through lump-sum payment or in monthly/quarterly/yearly instalments on mutually agreed commercial terms between the parties.
- b. Maintenance charges can be revised by SP/RHO only after consultation with Residents Council and only once in a financial year. Revision of maintenance charges maybe reflected as an amendment to an agreed service contract or as mutually agreed charges to be levied upon residents.
- c. Maintenance charges would cover all the basic common services, facilities, amenities thereof, which are agreed to be provided to residents by the Developer/SP/RHO.

d. SP/RHO shall display revised chart of 'Maintenance Charges' and 'Customised Service Charges'<sup>4</sup> every time after revision of such charges on 'notice board' in the premises of Retirement Homes.

## 6. PLANNING NORMS

The States/UTs should notify appropriate planning norms that include the category of Retirement Homes and the requirements thereof. These planning norms should, inter alia, include the following provisions:

- i. Inclusion of the designation of 'Retirement Home' as a permissible building category under 'Residential' land use at suitable locations within the city/planning area in respective Master/Zonal/Local Area Plans.
- ii. Determination of requirement of land in the category 'Retirement Homes' based on the city population and accordingly, demand survey to be conducted in this regard by planning Authority/Agency.
- iii. Retirement Home Projects are different from conventional real estate projects and have special requirements. In order to encourage the promoter/developers to build such Retirement Home projects, the provision for additional FAR as an incentive may be desirable. This will provide an incentive to the promoter/ developers for developing Retirement Home Projects and also encourage the financial institutions to finance such projects.
- iv. In light of URDPFI Guidelines; States/UTs

and Planning Authorities/Urban Local Bodies may give consideration to location of orphanages, child day-care centers while planning for Retirement Home Projects in order to explore the possibilities of co-habitation of these two inter dependent age-groups in any project/scheme.

Accordingly, orphanages/ child day-care centers and Retirement Homes can be co-developed with appropriate green spaces to promote social relations between the two dependent age groups. The facility could include the opportunity for part-time work for residents to promote their active involvement with other social groups.

### v. Average size of dwelling units\*

Area	Number of rooms	Dwelling unit size (sq.mts.)
Plains	1 BHK	40-60
	2 BHK	50-80
Hilly	1 BHK	30-45
	2 BHK	40-60

#### Notes:

1. Recommended Dwelling Unit sizes are derived from section 9.4 of the URDPFI Guidelines with rationalization for the higher density development due to smaller House Hold size of senior citizens.
2. Sizes of DUs in Hilly areas have also been derived with reduction in available buildable land parcels and compact design for comfortable and sustainable built forms of such housing.

<sup>4</sup> Customized Service Charges are the charges for the additional services/ facilities over and above all the basic common services, facilities, amenities thereof, availed by the resident, which will be paid to the SP/RHO on mutually agreed commercial terms.

## vi. Indicative norms for Retirement Homes as Group Housing\*

Sl. No.	Plot size (sq.mts.)	Ground Coverage (%)	FAR	Dwelling density (DUs/Acre)	Height Excluding stilts (mts.)
Plains					
1.	3000	35	2.00 (In case of high demand, higher FAR may be considered by the State Government based on relevant studies)	150	18
Hill Towns					
2.	1500	45	1.2 (for higher FAR, State Government may conduct relevant studies)	100	12

\*The norms prescribed above are indicative in nature, which may vary from State to State and region to region, owing to factors including topography, local demand and affordability and other parameters.

### Notes:

1. The minimum plot sizes for Plain are recommended for metro cities in India.
2. State Governments may change the size of plots/ dwelling units as per the local geographical and other related parameter.
3. The FAR Norms have been referred from URDPFI Guidelines. However, the permissible FAR have been enhanced to account for scarce buildable land parcels and buildable slopes for building construction in hill areas.
4. The maximum densities have been recommended as per Group Housing Norms at section 9.4 of the URDPFI Guidelines in view of the metro cities. State Governments may relax densities to suit their local environmental conservation needs and housing demands.
5. Height restrictions have been given for a mid- to low-rise development considering the age related factors of the target group 'senior citizens' and need for sunlight and ventilation.



**vii. Specifications for community facilities and Open Spaces:** Following table shows standard designing to be followed while planning for community facilities and open spaces in a Retirement Homes project:

Area	Medical Room	Community Space	Convenience Store	Total Open Spaces
Plain	Minimum 15 sq.m/25 DUs or part thereof	2 sq.m / person or 500 sq.m whichever is lesser	2% of Built-up Area (BUA) or 30 sq.m. whichever is lesser.	65% of Site area
Hilly	Minimum 15 sq.m/25 DUs or part thereof	2 sq.m / person or 300 sq.m whichever is lesser	2% of BUA or 20 sq.m. whichever is lesser.	55% of Site area

**Notes:**

1. Medical Rooms, community space and convenience store are conceived by the number and distribution of the dwelling units. Location of such rooms is to be reserved at the ground floor and in proximity to the vertical movement core of building blocks.
2. Recommendation of community space is derived from space standards in section 8.5 of the URDPFI and the ceiling limit is recommended to limit the requirement of congregational spaces. Additional area requirement for any special activity/purpose could be accommodated within the “Multipurpose Space” as provided in the project.
3. Multipurpose Spaces to be designed with suitable space and layout for multiple activities.
4. Developer/Promoter should provide full disclosure and include the details of all the common areas with the approximate sizes as annexure in the sale document.

**viii. Attendants/staff accommodation** may be provided on site as per requirement and shall be limited to one attendant per apartment within the permissible coverage and FAR.

**7. PHYSICAL STANDARDS AND NORMS**

Retirement Homes shall conform to the Principles/ Guidelines/ Norms as prescribed in ‘National Building Code’ (NBC), ‘Model Building Bye Laws’ (MBBL) and ‘Harmonized Guidelines and Space Standards for Barrier Free Built Environment for persons with Disability and Elderly Persons’ (Harmonized Guidelines), as amended from time to time. These norms, standards and principles are not being repeated for the sake of brevity; however, the most critical and relevant provisions are mentioned below as a checklist for the Developers of Retirement Home Projects, in addition to the provisions of above mentioned norms and standards.

The States/UTs must ensure that the Retirement Homes are constructed in compliance with the NBC, MBBL, Harmonized Guidelines and other applicable guidelines. The States/UTs are empowered to monitor the enforcement

of physical standards and specifications for construction of buildings. They may institute special mechanisms for regular monitoring and implementation of these standards/norms while sanctioning plans and conducting inspections of such projects/apartments/buildings.

**i. Building Design:** Provisions in addition to the NBC norms to be followed are mentioned below:

- All buildings of more than one floor must be provided with lifts that are suitably equipped to accommodate users requiring assistance and using wheelchairs and similar equipment/mobility tools.
- All the internal and external design of building spaces should consider the free movement of wheelchairs.
- Door openings (between jambs) should not be less than 900 mm in width.
- Preferably sliding windows should be used.
- Easy to grip door knobs and lever type handles of large size to be used.
- Ergonomic design of furniture specific to the requirements of senior citizens.
- Furniture should be lightweight, sturdy and without sharp edges.

**ii. Green Building principles:**

- In order to minimize the exposure of senior citizens to the fumes and exhaust arising from combustion of fossil fuels, it is desirable that there should be maximum (near-total) use of non-polluting and renewable energy sources in Retirement Homes.
- The norms defined in Chapter 10 and 14 of Model Building Bye-laws, 2016, should be complied with fully.

**iii. Lifts and Ramps:**

- All lifts must have audio and visual signage and signalling systems and to accommodate users requiring assistance and using wheelchairs and similar equipment/mobility tools.
- Mandatory ramps to be incorporated throughout the building to provide for wheelchair access.

**iv. Staircase:**

- Provision of clear width not less than 1500 mm.
- Handrails should be fitted on both sides of stair flights.
- Treads and risers should be as per the standards prescribed in Harmonised Guidelines applicable to senior citizens.
- Avoid long flights of steps; in no case with more than 12 treads in a single flight.
- Projecting nosing and open stairs should not be provided to minimize the risk of stumbling. Spiral stairs should be avoided.
- Illuminated/fluorescent/radium strips should be installed on all stairs to act as guides, especially in low light and night-time conditions.
- Specification of lighting and ventilation of staircases as per NBC.
- Handrails should be extended 12 inch at top and bottom of the staircase and ramps. Ends of handrails should be rounded.

**v. Corridors:**

- Steps should not be introduced into corridors. If change in level is unavoidable, then ramp may be provided.
- Where there is difference in the floor level,

the steps must be distinguished with contrasting strips on the edges.

- It is essential to provide handrails along the walls on either side of the corridor, at suitable heights above the floor level.

#### **vi. Kitchen:**

- The design of kitchen shall be as per NBC with natural lighting and ventilation.
- Mandatory 'gas leak detection systems' shall be installed in all kitchen and rooms with attached kitchen.

#### **vii. Bathrooms:**

- Wash basins should be provided with provision of grab rails.
- Toilet paper roll dispensers shall be able to withstand heavy loads.
- Bathrooms must have anti-skid tiles.
- Bathrooms shall be provided with outward opening doors so bathrooms can be accessed in an emergency when the senior citizen is inside the bathroom.

#### **viii. Lighting and ventilation:**

- Power backup facilities to be provided in each apartment of Retirement Home and with mandatory connection in bathroom and kitchen.
- The lighting and ventilation for all buildings and components to be in compliance to MBBL and NBC.
- Adequate lightings in the common areas including corridors, lobby and lifts to be supplied uninterrupted electricity with power-backup facility.

## **8. SERVICE STANDARDS**

The following are salient features of the services and living environment to be provided to senior citizens in Retirement Homes.

### **A. BASIC SERVICES**

#### **i. Common Basic Services for all the residents**

- Provide access to basic services 24x7 i.e. water and electricity supply, electricity backup facility in case of power cut etc.
- Provision of sanitation, disposal of waste.
- Maintain proper hygiene in the entire premises of the Retirement Home project.
- Provide adequate and appropriate recreation facilities, including both indoor and outdoor activities, as per the profile of residents in particular location and cultural context.
- Adequate security and housekeeping services.
- Minimum 1 KVA power backup facilities in each apartment.
- Yoga, Physiotherapy, Exercise Centres to be provided as feasible.
- Care giving facilities for those residents, requiring special care.
- Single-window facilities and helpdesk to access the services of the Social Welfare Department and Urban Local Body.
- Opportunities for residents to provide community services to their peers and other residents.
- Transport and mobility assistance, including pick up and drop facility for nearby locations and electric vehicles such as e-carts for internal movements within the Retirement Home complex.

- Record-keeping facility for those residents, requiring maintenance of medical records.
- Reading and audio-visual libraries with reading rooms as well as borrowing facilities

## **ii. Medical Services**

- 24x7 on site ambulance service with oxygen support facility, tied up with nearest hospital.
- Basic first aid medical facilities along with nurse and physiotherapy services / Geriatric Care Centres. The emergency contact numbers for the medical facilities and ambulance services shall be displayed outside the common areas of the premises.
- Mandatory tie up with emergency facilities with the nearest hospitals/multi Super Specialty Hospital(s).
- Emergency Room(s) with provision for accommodating one or two patients and an attendant, attached toilet, medicines and medical accessories that may be needed for treatment, with due check on expiry dates, appropriate storage facilities for equipment and drugs, oxygen cylinders and intravenous set, all other items as prescribed by the Medical Council of India or any appropriate institution.
- Regular medical check-up and follow-up for the residents as required.
- Pharmacy tie-ups for medicine with doorstep delivery.
- Wheelchair facility to be provided, minimum one in each block of all the towers of Retirement Home premises.

## **iii. Fitness Facilities**

- Jogging and walking tracks with non-slippery and non-skid surfaces.
- Efficient signage and clearly marked hedges and boundaries to avoid collision.

- Green Area for outdoor activities, equipped with elderly friendly furniture as per standards prescribed under the NBC and other guidelines as applicable.
- Organise games, cultural programmes and other initiatives to enhance social cohesion and teamwork among the residents for time to time.

## **iv. Safety and Security**

- Incorporate alarm system in the premises, especially with separate switches in main entry doors, bathroom, bedroom and common areas.
- Emergency alarm and lights controls at bedside and bathrooms near toilet seat.
- Appropriate safety features in all electrical equipment.
- Free intercom facilities to be provided in all apartments with the single digit dialling facility to the emergency contact numbers i.e. security, medical/ ambulance, local police station, fire service etc.
- Properly trained and skilled security personnel at all required locations to be deployed. Security guard(s) shall be deployed at ground floor at each entry and exit gate(s) with access to intercom facilities and basic telephone facilities.
- Security personnel(s) to restrict trespassers in society, entry passes for all visitors including service providers to be issued.
- CCTV cameras to be installed on each floor of the premises near lift area and in all the common areas, lobbies/reception, all the gates, parks, etc. Surveillance of these CCTV footage to be monitored on regular basis by the security personnel(s).
- Emergency fire-fighting services, disaster preparedness for evacuation to be provided.

- Mock drills to be conducted on timely intervals with due intimation to the Resident Council.
- Emergency and important contact numbers should be provide to all residents and displayed in all common areas i.e. outside lifts.

### **B. CUSTOMISED/OPTIONAL SERVICES**

- Internet service, appropriate support services such as laundry, special meals, service personnel/personal care attendants to support daily tasks etc.
- Technologies and systems for an ageing society-Integrated devices, future

technology/ GPS services / apps, overall service standards to incorporate the framework of connectivity between wearable medical devices and equipment.

- Assistance with resale, property tax assessment, legal documentation and management.
- External housekeeping services.
- Managing dining services.

All personnel deployed/engaged in Retirement Homes must go through police verification through local police station and submit the same to respective SP/RHO with a copy to the Resident Council.



# Annexures

# Annexure A

## **Basic Rights of the Allottee/Resident of a Retirement Home**

In additions to the rights and provisions provided under Real Estate (Regulation and Development) Act, 2016 and other applicable laws, the advertisement/prospectus, the 'Agreement of Sale' and other contractual documents executed by the Promoter/ Developer and Retirement Home Operator (RHO)/SP must refer to the Basic Rights that are mentioned below, including but not limited :

1. To have all special provisions and services required by residents of Retirement Home Projects, as detailed out in the 'Guidelines for Development and Regulation of Retirement Homes' issued by the Ministry of Housing Urban Affairs, and the Basic Rights mentioned herein, to be included in the advertisement/prospectus published by the Promoter/Developer as per Section 11 of the RERA, and to be annexed to the Agreement to Sale/Model Tri-partite Agreement.
2. To live in a safe and clean environment, where he or she is treated with courtesy, respect and in a way that fully recognizes the senior resident's individuality and respects his/her dignity;
3. To have his or her lifestyle, choices respected and freely pursue his or her social, cultural, religious, spiritual and other interests as long as the resident's lifestyle, choices and pursuits do not substantially interfere with the reasonable enjoyment of the Retirement Home for all usual purposes by other residents;
4. To participate fully in the decision development, implementation, review and revision of his or her plan of care;
5. To form a Residents' Council to deal with matters/issues pertaining to the Retirement Home;
6. To obtain a copy of all written documents/ agreement executed with the RHO/SP/ Developer any maintenance and services related to Retirement Home;
7. To get assured access to the common areas of the Retirement Home as a member of the Residents Association of allottees;
8. To raise concerns or recommend changes in policies and services on behalf of himself/ herself or the Residents Association to any Authority or Body;
9. To be informed, in writing, of the services that are being provided in the Retirement Home and cost thereto;
10. To be informed in advance of any increase in the charges of maintenance or any other services, facilities, amenities provided in the Retirement Home;
11. To be informed about and to apply for care services and assessments from an external care provider.
12. To receive advance notice about discontinuation of any particular service(s), which is being provided by Developer/ RHO/SP and in such case, take reasonable steps to facilitate the resident's access to any external service providers as per the requirement of Residents.
13. To get the registered conveyance deed for common area of Retirement Home Project in favour of Resident Council in compliance to section 17 of RERA.

# Annexure B- Model Tri-Partite Agreement

## AGREEMENT OF SALE

This Agreement of Sale ("Agreement") executed on this day of , 20 ,

### By and Between

#### [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 (Aadhaar no./Voter ID Card/Any other unique identification Number \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

#### [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 \_\_\_\_\_, (Aadhaar no. /Voter ID Card/Any other unique identification Number \_\_\_\_\_) 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

#### [OR]

#### [If the promoter is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhaar no. )/Voter ID Card/Any other unique identification Number \_\_\_\_\_ ) 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 assignees).

**AND**

**[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, \_\_\_\_\_, (Aadhaar no./Voter ID Card/Any other unique identification Number \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms \_\_\_\_\_, (Aadhaar no. /Voter ID Card/Any other unique identification Number \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. /Voter ID Card/Any other unique identification Number \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

AND

[If the Maintenance Service Provider/Retirement Home Operator 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 \_\_\_\_\_ (Aadhaar no. /Voter ID Card/Any other unique identification Number \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Service Provider" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

**[OR]**

[If the Maintenance Service Provider/ Retirement Home Operator 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 \_\_\_\_\_, (Aadhaar no./Voter ID Card/Any other unique identification Number \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Service Provider" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**[OR]**

[If the Maintenance Service Provider/ Retirement Home Operator is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhaar no./Voter ID Card/Any other unique identification Number \_\_\_\_\_) son / daughter \_\_\_\_\_ of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Service Provider" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).  
The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

**WHEREAS:**

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 \_\_\_\_\_ (“Said Land”) vide sale deed(s) dated \_\_\_\_\_ registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar;

**[OR]**

\_\_\_\_\_ (“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 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;

B. The Said Land is earmarked for the purpose of building a residential project, comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ‘ ’ (“Project”);

**[OR]**

The Said Land is earmarked for the purpose of Group Housing development of a residential project, comprising \_\_\_\_\_ apartments and [insert any other components of the Projects] and the said project shall be known as \_\_\_\_\_ ‘ ’ (“Project” or “Retirement Home”):

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.

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 \_\_\_\_\_ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_ ;

E. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_

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/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed 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 "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

H. The Maintenance Service Provider has all required competence and infrastructure to provide the required services in the project, which is a 'Retirement Home' which is occupied and used primarily by the Eligible Resident. The detailed specification, facilities and obligations of 'Service Provider' and 'Promoter' are mentioned in Schedule 'B' as may be provided under the prescribed regulations;

I. The Allottee may be of any age but the resident of Retirement Home/ Project shall be person, who is 60 years of age or older and in case of a married couple, either of spouse should be of 60 years of age or older. The eligible couple occupant can have a minimum combined age of 110 years where either one must be a senior citizen;

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

K. 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;

L. 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;

M. 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] and the garage/closed parking (if applicable) as specified in para G;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in para G;

1.2 The Total Price for the [Apartment] based on the carpet area is Rs. \_\_\_\_\_ (Rupees only ("Total Price")) (Give break up and description):

**Block/Building/Tower no.**

**Rate of Apartment per square feet\***

\_\_\_\_\_Apartment no.

Type\_\_\_\_\_

Floor\_\_\_\_\_

\*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1 Price for 1

Garage/Closed parking - 2 Price for 2

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];

(ii) 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) up to the date of handing over the possession of the [Apartment]:

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;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;
- (iv) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of 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.

1.6 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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details

of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other residents, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/closed 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.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the

declaration to be filed with \_\_\_\_\_ [Please insert the name of the concerned competent authority] to be filed in accordance with the \_\_\_\_\_ [Please insert the name of the relevant State act, if any].

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment 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 as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

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

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

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in 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. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by 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.

## **7. POSSESSION OF THE APARTMENT**

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment \_\_\_\_\_ 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, 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. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee: After obtaining the occupancy certificate\* and handing over physical possession of the Apartment 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 the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided 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.

#### ***7.6 Compensation:***

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for 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, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) 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 are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 and common areas;

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

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment 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 Apartment 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 Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative

enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

#### **9. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER:**

The Service Provider hereby represents and warrants to the Allottee as follows:

9.1 Service Provider has \_\_\_\_\_ years of experience and having \_\_\_\_\_ star rating.

9.2 Will be elaborated further by the respective parties based upon commercial terms.

#### **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 to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

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

### **11. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

### **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 the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

### **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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

#### **15. 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/closed parking's 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 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.

#### **16. 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, firefighting 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.

#### **17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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, 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / 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 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. 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.

#### **18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

#### **19. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

#### **21. 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 the \_\_\_\_\_  
[Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in.

#### **22. 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 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.

### **23. 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, as the case may be.

### **24. RIGHT TO AMEND**

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

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

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

### **26. WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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.

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

**27. 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.

**28. 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 bears to the total carpet area of all the Apartments in the Project.

**29. FURTHER ASSURANCES**

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

**30. 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. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_ .

**31. NOTICES:**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)  
M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)

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

**32. JOINT ALLOTTEES**

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

**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 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 [Agreement to Sale], 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and condition are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

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

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) (Authorized Signatory) WITNESSES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature          Name          Address

**SCHEDULE 'A'**

DESCRIPTION OF THE APARTMENT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'**

DETAILED SPECIFICATION, FACILITIES AND OBLIGATIONS OF 'SERVICE PROVIDER' AND 'PROMOTER'

A. Basic Facilities and Amenities (Minimum Requirements)

- a. Medical Facilities
- b. Fitness Facilities
- c. Security
- d. Meals
- e. Laundry Services
- f. Recreational Facilities [To be inserted
- g. 24\*7 electricity and water supply
- h. House Keeping Services
- i. Bus service for residents

(To be elaborated and modified further as per requirement and availability of resources on the basis of commercial terms)

**SCHEDULE 'C' –**

FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'D' –**

PAYMENT PLAN BY THE ALLOTTEE

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**Ministry of Housing and Urban Affairs**  
Government of India