AGREEMENT FOR SALE

1.	**Type of Deed**	**:**	**Agreement For Sale**
2.	**Village/Sector/City Name**	**:**	**Sector 83, Gurugram**
3.	**Project Name**	**:**	**SS Cendana & SS Kiavasa**
4.	**Type of Property**	**:**	**Residential Apartment**
5.	**Carpet Area**	**:**	**_____ Sq. Ft. (_____ Sq.Mtrs.)**
6.	**Transaction Value**	**:**	**Rs. NIL/-**
7.	**Stamp duty**	**:**	**Rs. 101/-**
8.	**Stamp Certificate No. & Date**	**:**	**_____ Dated: __.__.2023**

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ___day of **_____, 2023**

BY AND BETWEEN

M/S A&D ESTATES PRIVATE LIMITED (U45201HR2005PTC066980) (PAN-AAFCA2604L), a company registered under the Companies Act, and having its Registered Office at Plot No-77, SS House, Sector-44, Gurugram, Haryana-122003, represented by its authorized signatory Mrs. Bijimol Mani (Aadhaar No. 3429-4774-5568) authorized vide board resolution dated **__.__.202__** hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

M/S GROWMORE BUILDTECH PVT. LTD. (PAN AACCG3841L), **M/S GOLDLINE BUILDTECH PVT. LTD.** (PAN AACCG3840M), **M/S STYLE TOWERS PVT. LTD.** (PAN AAICS3736N) AND **M/S A&D ESTATES PVT. LTD.** (PAN AAFCA2604L), companies incorporated under the provisions of the Companies Act, 1956, having their registered office & Corporate Office at SS House, Plot No. 77, Sector-44, Gurugram-122003, Haryana represented by their authorized signatory Ms. Bijimol Mani (Aadhaar No. 3429-4774-5568) authorized *vide* board resolution dated **__.__.202__** hereinafter jointly referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns) as **PARTIES OF CONFIRMING PART**.

AND

MR. _____ (Aadhaar No. _____ and PAN-_____), S/o. Mr. _____, aged about ___ years, and **MRS. _____** (Aadhaar No._____ and PAN-_____), W/o. Mr. _____, aged about ___ years, both residing at _____ _____, hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in interest and permitted assigns).

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

DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;

(b) "Government" means the Government of the State of Haryana;

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana as amended from time to time;

(d) "Section" means a section of the Act.

WHEREAS:

A. The Promoter and the Owners are the absolute and lawful owners of the land bearing Rect. No 47//Killa No. 19/2, 20/1/2, 20/2/2, 21/1/1, 21/1/2, 21/2/1, 21/2/2, 22/1/1, 22/1/2, 23/1/1, 23/1/2, Rect. No. 48//Killa No. 16/2, 17, 24, 25/1, 25/2, 3/2, 4/1, 6/1/1min, 6/2, 7, 14, 15/1 of Village Sihi and Rect. No.19//Killa No. 1, 2min, 10 of Village Kherki Daula, total admeasuring 12.61175 acres (approximately _____ square meters) situated at Villages Sihi and Kherki Daula falling in Sector-83 of Tehsil Manesar and District Gurugram ("Said Land") vide sale deed(s) registered as document no. 145 dated 19.04.2011, 10391 dated 14.08.2006, 2650 dated 07.08.2006, 3232 dated 05.09.2005, 8726 dated 19.07.2006, 4546 dated 24.05.2007, 13176 dated 20.09.2007, 10391 dated 14.08.2006, 11294 dated 28.08.2006, 14196 dated 18.10.2005 registered at the office of Sub-Registrar. The Owners and Promoters have entered into an Interse Agreement dated 31.01.2008 and a Collaboration Agreement dated 28.08.2019 registered as document no 3924 with office of Sub-Registrar, Manesar.

B. The Said Land is earmarked for the purpose of a development of a Group Housing Colony as per TOD Policy dated 09.02.2016 comprising of residential flats in multistoried buildings, convenient shopping, community building, parking spaces and other utilities and landscaping as per Zoning plan approved by Director, Town and Country Planning, Haryana, vide DRG No. DTCP 8980 dated 06.02.2023 and the said colony shall be known as '**SS Cendana & SS Kiavasa**' **("COLONY")**:

The Promoter is desirous of constructing multistoried buildings consisting of Stilt plus 9/32/33/36 floors in the said colony in accordance with the plans approved by competent authority / Director, Town & Country Planning, Haryana and said project/phase of the project _____;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;

D. The Director, Town & Country Planning, Haryana, has granted the approval/ sanction to develop the colony vide License No. 195 dated 22.11.2008 as renewed vide order dated 19.07.2022 & License No. 15 dated 30.01.2023;

E. The Promoter has obtained approval on the layout plan/ demarcation/zoning/site plan/ building plan or any requisite approval for the Project/Colony as the case may be, from the Director Town & Country Planning, Haryana ('DTCP'). The Allottee has been clarified that the

Promoter reserves the right to expand the said project in future by obtaining license for additional land and the Allottee shall have no objection to such expansion of Project. The Allottee agrees/assures the Promoter to provide his no objection to the revision of layout plan on account of expansion of project as and when demanded by the Promoter. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act / any other laws of the State as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority under Registration No. ___ of 202__.

G. The Allottee had applied for a residential apartment in the Project vide Application No. **SSC/APP/_____** dated **__.__.20___** and has been allotted Apartment No. **_____** having **Carpet Area** of **_____** square feet(_____ square meters), on the **_____** Floor of Residential building ("**Building**") in **Block** ___ of the said Colony with right for reserved car space for **____** number of vehicle(s) in the stilt area of the said Building, as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Apartment or 'Unit**" more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Schedule C**);

The Common Areas are particularly described in **Schedule G.**

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

I. The Promoter has clarified to the Allottee and the Allottee have understood that the Promoter may raise finance by way of mortgage/charge/ securitisation of receivables and the Allottee permits the Promoter to raise finance, loan from any financial institution/bank by way of mortgage/charge/ securitisation of receivables or in any other mode or manner by charge/ mortgage of the said unit/plot/ /said land subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of conveyance deed;

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project/Colony;

K. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/ Unit for Residential usage along with 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/Unit for residential usage along with parking as specified in Para G.

1.2 The Total Price for the Unit/Apartment for residential usage alongwith parking (If applicable) based on the carpet area including GST is **Rs._____/- (Rupees _____ _____ _____ _____ Only)** ("**Total Price**") break up and description whereof is described in **Schedule D**:

Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Unit/Floor for Residential usage along with parking (if applicable);

(ii) The Total Price as mentioned above includes Taxes (GST / Cess or any other taxes/ fees/ charges/ levies etc. levied in connection with the development/ construction of the Project(s) but excludes Enhanced EDC/IDC etc.) paid/payable by the Promoter up to the date of handing over the possession of the Apartment/ Unit for Residential usage along with parking (if applicable) to the Allottee or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case any new tax is imposed or there is any change / modification in the existing taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;

(iv) The Total Price of Unit/Apartment for residential usage along with parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Floor/ Unit] but also of the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc. (excluding the enhanced EDC/IDC etc.), cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit for Residential usage along with parking space (if applicable) in the Project and membership of the Community Club to be

constructed in the Project. However, installation charges and security deposit of electric meter with DHBVN shall be extra and payable by the Allottee as applicable at the time of possession.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule E** ("**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 @ 6% 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 unless agreed upon by the Allottee.

1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule F** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit/building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.

1.7 The Promoter shall confirm the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan

as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Unit for Residential usage along with parking (if applicable) as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment/Unit for Residential usage;

(ii) The Allottee shall also have an undivided proportionate right in the Common Areas as provided under Rule 2(1)(f) of Haryana Real Estate (Regulations and Development) Rules, 2017 subject to the provisions of Haryana Apartment Ownership Act,1983 ("Apartment Act") and the rules thereof. The Common area and facilities as decided by the Promoter or as specified by the Promoter in any declaration (which may be filed by the Promoter in compliance of the Apartment Act. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottee(s)/competent authorities in consonance with the provisions of RERA Act 2016 and HRERA Rules 2017 as amended;

(iii) The Allottee has the right to visit the project site office during visiting hours with prior appointment subject to strict compliance with guidelines/policies framed by the Promoter in this regard.

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

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

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule E**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of '**M/s A & D Estates Private Limited**' payable at **New Delhi** or such other account as may be communicated by the Promoter from time to time.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit/Floor for Residential usage along with parking, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

5.1 The Promoter shall hand over the Unit/Apartment for Residential usage along with parking to the Allottee upon the completion of the formalities and payment of Total sale price & other charges in terms of the agreement and shall abide by the time

schedule towards handing over the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017.

5.2 The Allottee agree(s) that the timely payment of installments of the total price and other charges and performance of its obligations by the Allottee is essence of this agreement and payment of installments of the total price and other charges shall be made by the Allottee in accordance with the Payment Plan as per demands raised by the Promoter. The Payment Plan as detailed in **Schedule E** shall be final and binding on the Allottee. Notwithstanding anything contrary contained herein, in the event of delay in payment of installments/ amount payable by the Allottee, the Allottee shall be liable to pay interest on the due amount for period of delay. Such period of delay will be calculated from the due date of payment till the date of actual payment of due amounts along with interest by the Allottee to the Promoter.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Unit for Residential usage (as the case may be) along with parking (if applicable) is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/allotment as well as registration of RERA, etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Haryana Development and Regulation of Urban Areas Act, 1975 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement. However, the Allottee has been clarified that the Promoter reserves the right to expand the said project in future by obtaining license for additional land and the Allottee shall have no objection to such expansion of Project. The Allottee agrees/assures the Promoter to provide his no objection to the revision of layout plan on account of expansion of project as and when demanded by the Promoter.

7. POSSESSION OF THE UNIT / APARTMENT FOR RESIDENTIAL USAGE:

7.1 **Schedule for possession of the said Unit for residential usage -** The Promoter agrees and understands that timely delivery of possession of the unit for Residential usage along with parking (if applicable) to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Unit for Residential usage along with parking (if applicable) as per agreed terms and conditions within ____ months from the date

of this agreement provided the Allottee is not in breach of the terms of this Agreement or unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. It is further agreed that the time period for handing over possession of the 'said Unit' can also be extended as per the mutual agreement between the parties.

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

7.2 **Procedure for taking possession of built-up Unit / Apartment -** The Promoter, upon obtaining the occupation certificate of the said Unit/Apartment shall offer in writing the possession of the Unit/Apartment along with parking (if applicable) within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

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 promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Unit along with parking (if applicable) at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

The Allottee also agrees to sign a formal maintenance agreement with the Promoter or its nominated Maintenance Agency at the time of taking possession of the said Unit/Apartment. It is clarified that the scope of maintenance and upkeep of various common services within the building/colony and outside shall be described in detail in the maintenance agreement.

7.3 **Failure of Allottee to take Possession of Unit for Residential usage -** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit for Residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the promoter, and the Promoter shall give possession of the Unit for Residential usage to the Allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to (i) pay maintenance charges and (ii) holding charges @ Rs.5/- per sq.ft. of super area of the said Unit per month from the date of notice for offer of possession. Further the Allottee agrees that in the event of his/her/their failure to take possession of the said Unit within the time stipulated by the Promoter in its notice, the Allottee shall have no right or any claim in

respect of any item of work in the said Unit which the Apartment Buyer may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that the Allottee shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Unit/said Building/said Colony and the Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the Unit, fittings, fixtures thereafter in any manner whatsoever.

7.4 **Possession by the Allottee -** After obtaining the part occupation certificate/ occupation certificate in respect of Project and handing over the physical possession of the Unit for Residential usage along with parking (if applicable) to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

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

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

Except for occurrence of a "force majeure", Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Unit for Residential usage along with parking.

(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit for Residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety (90) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the

offer of the possession of the Unit for Residential usage, which shall be paid by the promoter to the allottee within ninety (90) days of it becoming due.

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, except the sole & exclusive first charge through hypothecation on the cash flow of project (Project Cash Flow) along with escrow of the same / unsold inventory and receivables from sale of apartments against construction finance provided to the Promoter; however, the Promoter shall obtain NOC from the lender for sale of the Apartment allotted to Allottee;

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the said Unit for Residential usage being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Unit for Residential usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

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

(vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit for Residential usage which will, in any manner, affect the rights of Allottee under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit for Residential usage to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit for Residential usage along with parking to the Allottee, common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

(ix) The 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;

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

has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.

10.1 Subject to the "force majeure", Court orders, Government policy/ guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the developed Unit for Residential usage along with parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit for Residential usage shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within (90) ninety days of receiving the termination notice:

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

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 demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit for Residential usage along with parking in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment, taxes paid by the Allottee and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

11. CONVEYANCE OF THE SAID UNIT:

The promoter, on receipt of total price of Unit for Residential usage along with parking (if applicable), shall execute a conveyance deed in favour of Allottee(s) preferably within (3) three months but not later than (6) six months from possession.
Provided that, the Unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

12. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT / COLONY:

The Promoter shall be responsible to provide and maintain itself or through its nominated maintenance agency, essential services in the Project/Colony till the taking over of the maintenance of the Project/Colony by the association of allottees or competent authority, as the case may be, upon the issuance of part completion certificate/ completion certificate of the Project/Colony, as the case may be. The cost of such maintenance until the offer of possession has been included in the Total Price of the Unit and thereafter the Allottee shall be liable to pay the maintenance and other charges in respect of the Unit at the rates prescribed by the Promoter / Maintenance Agency.

In case, the Allottee / Association of Allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover maintenance charges and other charges as set out in the maintenance agreement for the period it continues to provide the maintenance services.

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 (90) ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/ design.

14. RIGHT TO ENTER THE UNIT/BUILDING FOR REPAIRS AND MAINTENANCE WORKS:

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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project/Colony, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ 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, maintenance agencies/ competent authority for rendering maintenance services.

Use of Stilt: The Stilt area located within the building shall be earmarked for parking spaces, staff room and services including underground water tanks, and other permitted uses as per sanctioned plans. The Promoter/ Allottee shall not be permitted to cover or use the Stilt in any other manner whatsoever.

Use of Terrace: The Promoter reserves the right to give on lease or hire any part of the terraces above the top floor of the said Group Housing Colony for installation and operation of antenna, satellite dishes communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee agrees that he/she/it shall not object to the same and making any claims on this account. Subject to necessary means of access to be permitted to the Allottee for the purpose of fixing/inspection of the Water tank, TV/Dish Antenna, etc.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

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

16.2 The Allottee/Association of allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the 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/ Association of allottees shall not store any hazardous or combustible goods in the Unit/Floor/Building for Residential usage and parking or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit/Floor for Residential usage and parking, as the case may be.

16.3 The Allottee/Association of allottees 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/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 Further the Allottee shall be liable to pay from the date of his/her/their offer for possession house-tax/property-tax, fire-fighting tax, or any other fee, cess or tax as and when levied by a Local Body or Authority and so long as the said Unit of the Allottee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Allottee in proportion to the super area of the said Unit to the total super area of all the Units in the said Building. These taxes, fees, cesses etc. shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by the Promoter or its Nominee or any other Body or Association of all or some of the Allottee(s) whether levied retrospective or prospective.

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

The Parties are entering into this Agreement for the allotment of an Apartment/ Unit for Residential usage along with parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project/Colony.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

Notwithstanding above, the Allottee hereby authorises and permits the Promoter to raise finance, loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage on the 'Said Unit' subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of conveyance deed.

20. APARTMENT OWNERSHIP ACT OF THE HARYANA:

The Allottee agrees and understands that the said Apartment/Said Building/Said Project is subject to provisions of the Haryana Apartments Ownership Act, 1983. The common areas and the facilities as decided by the Promoter or as specified by the Promoter in any declaration (which may be filed by the Promoter in compliance of the Apartment Act), shall be conclusive and binding on the Allottee(s). The Allottee(s) agrees and confirms that the Allottee(s) right, title and interest in the Said Apartment, common areas and facilities shall be limited to and governed by what may be decided or specified by the Promoter in such declaration.

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

Details of approvals/compliances are:

(A) License Nos. 195 of 2008 & 15 of 2023 granted by Directorate of Town & Country Planning, Haryana (DTCP).
(B) Building Plans approved vide _____.
(C) Approved Service Plan Estimates _____.
(D) Environment Clearance _____.
(E) NOC from Airport Authority.
(F) Consent to Operate from Haryana Pollution Control Board.
(G) NOC from Haryana Fire Service.
(H) HARERA Registration Certificate _____.

(I) Occupation Certificate _____.

21. BINDING EFFECT:

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

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit for Residential usage and parking (if applicable).

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

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

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

The Allottee (s) agrees and undertakes that the Allottee shall not sell, transfer, assign or part with his/her/their right, title, or interest, in the said Unit or any portion thereof until all the dues payable to the Promoter are fully paid and the Deed of Conveyance has been executed

in his/her/their favour. Allottee (s) is/are, however entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Promoter who may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee (s) shall pay to the Promoter, Administrative charges as applicable from time to time.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may

be mutually agreed between the Promoter and the Allottee in Gurugram. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at GURUGRAM. Hence this Agreement shall be deemed to have been executed at GURUGRAM.

30. NOTICES:

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

Name of First Allottee: **MR./MRS._____**
Allottee Address: _____,
_____,
_____, _____ PIN-_____.
Promoter Name: The Managing Director,
A & D Estates Private Limited
Promoter Address: 77, SS House, Sector 44,
Gurugram, Haryana, PIN-122003.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Unit or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature: _____
Name: **MR. _____**
Address: _____,
_____.

(2) Signature _____
Name**:** **MRS. _____**
Address: _____,
_____.

(3) Signature _____
Name: **MR. _____**
Address: _____,
_____.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: **A&D ESTATES PRIVATE LIMITED**

(1) Signature
(Authorised Signatory) _____,
Name: **MRS. BIJIMOL MANI**
Address: Plot No. 77, Sector 44,
Gurugram, Haryana - 122003.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Land Owners: **GROWMORE BUILDTECH PVT. LTD., GOLDLINE BUILDTECH PVT. LTD., STYLE TOWERS PVT. LTD. and A & D ESTATES PVT. LTD.**

(2) Signature
(Authorised Signatory) _____,
Name: **MR. _____**
Address: Plot No. 77, Sector 44,
Gurugram, Haryana - 122003.

Presented By:

Name: **MR. _____**

Aadhaar No.: _____

At Gurugram on _____ in the presence of:

WITNESSES:

(1) Signature: _____,
Name: _____,
Address: _____

(2) Signature: _____,
Name: _____,
Address: _____

SCHEDULE 'A'

SCHEDULE OF LAND

SCHEDULE 'B'

DESCRIPTION OF THE APARTMENT/UNIT FOR

RESIDENTIAL USAGE AND PARKING (IF APPLICABLE)

1.	UNIT NO	_____
2.	FLOOR	_____
3.	BLOCK	_____
4.	NAME OF COLONY:	SS CENDANA & SS KIAVASA, SECTOR 83, GURUGRAM
5.	UNIT AREA (approx.)	
	CARPET AREA	_____ SQ. FT.(_____ SQ. Mtrs.)

NOTE:

i) The Allottee shall have proportionate right in the land underneath.
ii) The Allottee of Fourth floor shall have exclusive rights of usable open terrace above fourth floor subject to terms of usage in para 14 of this agreement.
iii) The Common Area shall mean all such parts/areas in the said Building, which the Allottee of the said Unit shall use by sharing with other occupants of the said Building including corridors land passage, lifts and lift lobby, security/ fire control rooms, staircases, mumties, lift machine rooms and water tanks. In addition, entire services area in the stilt including underground water and other storage tanks, Maintenance and Services rooms and circulation areas, etc, other than area earmarked for parking shall be counted towards common areas.
iv) It is specifically made clear that the computation of Area of the Unit does not include the following:

a) Sites for Commercial Buildings / premises/ shop(s).
b) Community Center/Club
c) Sites/Building/Area of Community Facilities/Amenities, Nursery School, Dwelling Units for economically weaker Sections /Personnel.

SCHEDULE 'C':
FLOOR PLAN OF THE UNIT

SCHEDULE 'D'
Description & Break up of Total Price

Unit No.	_____
Carpet Area (Sq.ft.)	_____ Sq. Ft.
Break up of Total Price	Amount (INR)
Basic Sale Price including Development Charges (EDC/IDC).	Rs._____/-
Goods & Services Tax (GST) @ 5%	Rs._____/-
Total Price of Unit	Rs._____/-
Rate of Unit per square feet of Carpet Area (approximately)	Rs._____/-

Notes:

1- Stamp duty & Registration Charges are not included in the total price of the Unit and shall be payable extra by the Allottee as applicable at the time of registration of conveyance deed.

2- All payments are to be made through A/c Payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of 'A & D Estates Private Limited' payable at Gurugram or such other account as may be communicated by the Promoter from time to time

3- All payment are to be made after deducting TDS as may be applicable and at the rate specified by the government from time to time. The Allottee (s) is required to submit to the Promoter TDS certificate and Challan showing proof of deposit of the same within 7 days from the date of tax so deducted so that the appropriate credit may be allowed to the account of Allottee.

4- Taxation Particulars of Promoter are as under:
PAN _____
GST No. _____

5- The electricity connection charges which inter-alia includes cost of electricity connection, meter & security deposit towards electricity connection from DHBVN shall be extra as applicable the same would be recovered on pro-rata basis from the Allottee.

SCHEDULE-E
PAYMENT PLAN

S.No.	Installment	Amount (in Rs.)	GST (in Rs.)	Amount Payable (in Rs.)
1.	On Application			
2.				
3.				
4.				
5.				
6.				
7.	On Offer Of Possession			
	Total Payable			

SCHEDULE 'F'

PROPOSED SPECIFICATIONS

LIVING / DINING / LOBBY / PASSAGE

Flooring:	Imported Marble
Walls:	Acrylic Emulsion /OBD
Ceiling:	Acrylic Emulsion /OBD

BEDROOMS

Flooring:	Laminated Wooden Flooring/Vitrified Tiles
Walls:	Acrylic Emulsion /OBD
Ceiling:	Acrylic Emulsion /OBD

KITCHEN

Flooring:	Imported Marble
Walls	Tiles up-to 2' above counter & Acrylic Emulsion paint in balance area
Ceiling	OBD

BALCONY

Flooring:	Anti-skid Tiles
Ceiling	OBD

DOORS

Internal Doors:	Seasoned Hardwood Frame with Painted Flush Doors
Entrance Doors:	Painted / Polish frame with laminated flush door

PLUMBING

CPVC & UPVC piping for water supply inside the toilet & Kitchen and vertical down takes

TOILETS

Floorings:	Anti-skid tiles
Walls:	Combination of Tiles / Acrylic Emulsion Paint / Mirror
Ceiling:	OBD
Counter:	Granite
Fixtures/Accessories:	Exhaust Fan, Towel rail / Ring of standard make, Geyser
Sanitary ware/CP fittings:	Good Quality CP fittings Chinaware

EXTERNAL GLAZINGS

Windows/External Glazings: UPVC / Aluminium Frame with Glass

ELECTRICAL FIXTURES/FITTINGS

Modular switches/Fittings

SERVANT ROOM

Flooring:	IPS/Tile Flooring
Walls/Ceiling:	Whitewash
Toilet:	ISI Quality Tiles, Chinaware CP Fittings

POWER BACK-UP

Back-up by DG set upto 7 KVA

SECURITY SYSTEM

CCTV in driveway of Parking, Ground floor entrance lobby

ELEVATORS

Elevator with Capacity of 6 persons

STAIRCASES

Flooring:	Kota Stone / Granite
Walls:	Acrylic Emulsion /OBD

AIRCONDITIONERS

Split AC in all Bedrooms/Living Rooms/Dining Room

SCHEDULE 'G'

COMMON AREAS AND FACILITIES

List of common areas and facilities for use of the Allottees within the Building on the said Plot:

1. Staircase and Mumty
2. Lift Lobbies, lift and lift shaft
3. Lift machine room (if any)
4. Electrical room, guard room (if any)
5. Toilet on ground floor (if any)
6. Common services on terrace
7. Open area on front side and rear side of the Building,
8. Driveway and stilt area except parking bays.
9. Services at Stilt / ground level

It is specifically made clear by the Promoter and agreed by the Allottee that this Agreement is limited and confined in its scope only to the Apartment, amenities and facilities as described of this schedule in the Footprint of the Apartment. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery / boundary of the Apartment or anywhere in SS LINDEN are specifically excluded from the scope of this Agreement and the Allottee agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement for calculating the sale price and therefore, the Allottee has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.