

### AGREEMENT FOR SALE

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|-----|-------------------------------|---|--|
| 1.  | Nature of Document            | - | Agreement for Sale                         |
| 2.  | Village/Block                 | - | Village Badshahpur, Sector 68              |
| 3.  | Tehsil & District             | - | Badshahpur, Gurugram                       |
| 4.  | Type of Property              | - | Office Complex                             |
| 5.  | Unit No.                      | - | _____ Floor _____                          |
| 6.  | Carpet Area                   | - | [●] Sq. Ft. approx. ([●] Sq. Mtr. approx.) |
| 8.  | Total Price                   | - | Rs. [●]/-                                  |
| 9.  | 10% of Total Price            | - | Rs. [●]/-                                  |
| 10. | Stamp Duty                    | - | Rs. [●]/-                                  |
| 11. | Stamp Certificate No. /Date - | - | [●] / ____-____-____                       |
| 12. | Stamp Duty GRN                | - | [●]  |
| 13. | Registration Fee              | - | Rs. [●]/-                                  |
| 14. | Registration Fee GRN          | - | [●]  |
| 15. | Property Tax Id               | - | [●]  |



## AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as the “**Agreement**”) is executed on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ at Gurugram, Haryana,

**Between**

**Reach Promoters Private Limited**, (PAN: AADCR3461L), a private limited company incorporated under the provisions of the Companies Act, 1956 with Corporate Identification Number (CIN): U70109DL2006PTC150938, and validly existing under the provisions of the Companies Act, 2013, , having its registered office at 410, 4<sup>th</sup> Floor, Ambadeep Building, 14, K.G. Marg, Connaught Place, New Delhi - 110001 (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) of the **FIRST PART**, acting through its authorized signatory, Mr. [●], (Aadhaar No. [●]), for the purpose of signing this Agreement and Mr. [●] (Aadhaar No. [●]), for the purpose of appearing before the office of Sub-Registrar, Gurugram for registration, both duly authorized *vide* a resolution of its board of directors dated [●];

**AND**

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/o/ W/o/ D/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, (hereinafter referred to as the “**Allottee(s)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

**OR**

*[If there are more than one Allottee as Individual]*

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_; Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_; and Mr./Ms. \_\_\_\_\_ (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter collectively referred to as the “**Allottee(s)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

**OR**

*[If the Allottee is a company]*

M/s. \_\_\_\_\_, (PAN: \_\_\_\_\_), a company incorporated



under the provisions of the Companies Act, 1956/2013 with Corporate Identification Number (CIN):  
\_\_\_\_\_, having its registered office at \_\_\_\_\_  
\_\_\_\_\_ and having income tax permanent account number (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**, acting through its authorized signatory, Mr. [●], (Aadhaar No. [●]), for the purpose of signing this Agreement and Mr. [●] (Aadhaar No. [●]), for the purpose of appearing before the office of Sub-Registrar, Gurugram for registration, both duly authorized *vide* a resolution of its board of directors dated [●];

OR

*[If the Allottee is an LLP]*

M/s. \_\_\_\_\_, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 with Limited Liability Partnership Identification Number (LLPIN): \_\_\_\_\_, with its registered office at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**, acting through its partner Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, duly authorized *vide* resolution passed in the meeting of its partners on \_\_\_\_\_.

OR

*[If the Allottee is a Partnership]*

M/s. \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies \_\_\_\_\_), having its principal place of business at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said Allottee, the survivor or survivors of them and their respective legal heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **SECOND PART**, acting through its partner Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, duly authorized *vide* letter of authority dated \_\_\_\_\_.

OR

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the "Allottee(s)", which expression shall, unless



repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

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

#### **DEFINITIONS:**

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

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

#### **WHEREAS:**

- A. The Promoter had purchased land admeasuring 8.9375 acres situated in Revenue Estate of Village Badshahpur, Sector 68, Tehsil & District Gurugram, Haryana, more particularly described in *SCHEDULE A* (hereinafter referred to as the "said Land") vide Sale Deeds dated 17.01.2008 bearing Registration No. 23469, 23470 and 23471 respectively and Sale Deed dated 04.06.2019 bearing Registration No. 2584 which are duly registered in the office of Sub-Registrar, Gurgaon;
- B. The Director General, Town and Country Planning Haryana ('DTCP') has issued two licences in the name of the Promoter with respect to the said Land: i) Licence No. 17 of 2010 dated 13.02.2010 read with order dated 15.01.2025 for setting up a commercial colony over an area measuring 6.09375 acres ( hereinafter referred to as "Licence 1"); ii) Licence No. 150 of 2022 dated 28.09.2022 read with order dated 15.01.2025 for setting up of commercial colony over an additional area measuring 2.84375 acres in addition to Licence 1 (hereinafter referred to as the "Licence 2").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which the said Project is to be constructed have been complied with;
- D. The Promoter has obtained approval of the revised building plan from DTCP vide Memo No. ZP-603 III/ PA(DK)/2025/21139 dated 05.06.2025 for setting up of a commercial colony over the said Land. 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;
- E. The Promoter has already carried out a part development on the said Land and received the



occupancy certificates with respect to the same. The existing development is in two blocks consisting of office complex by the name of “Comercia” and existing retail complex by the name of “Existing Airia Mall” as per the details below:

- i) Comercia: comprises of office spaces/units at Third Floor and above in Block I consisting of Tower A and B, along with its entrance through a common atrium at the ground floor level, common staircases/lifts (3 common passengers and 1 common service lift), earmarked car parking spaces in Basement I and Basement II and common areas;
- ii) Existing Airia Mall: The Existing Airia Mall is a commercial/retail space comprises of (i) all floors below third floor level in Block I which includes entire Lower Ground Floor, Ground Floor, First Floor and Second Floor) along with its entrance through a common atrium at the ground floor level, common staircases / lifts, all car parking spaces at surface level and lower ground floor, remaining car parking spaces in basement I and basement II after allocation to Comercia and common areas, developed as retail space having shops, food & beverage outlets, kiosks, showrooms, ATMs, restaurants, departmental stores and other retail formats; and (ii) total area in Block II, along with their staircases / lifts / elevators / escalators, car parking spaces and common areas, developed as retail space consisting of cinemas, shops, food & beverage outlets, kiosks, showrooms, ATMs, restaurants, departmental stores and other formats.

F. Pursuant to the revision in the building plans, the Promoter inter alia proposed to carry out the following development:

- i) Expansion of Airia Mall: which will be a commercial/retail space comprising of the following areas and floors in the proposed development:
  - (a) The entire area of the Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor Level along with dedicated staircases/lifts;
  - (b) all car parking spaces located on Basement 1, Basement 2 and Basement 3 levels along with designated portion of Basement 4 level; and
  - (c) all common areas used for shops, food & beverage outlets, kiosks, showrooms, ATMs, departmental stores, restaurants, anchor stores, FEC and other retail formats;
- ii) Airia Corporate Tower: which will be office spaces comprising of the following areas and floors in the proposed development:
  - a. The area from the Fifth Floor up to and including the Nineteenth Floor, accessible through a common entrance *via* designated common lift lobby on the Ground Floor, along with access to designated common staircases and lifts (8 common passengers and 1 common service lift);
  - b. car parking spaces earmarked for the use of Airia Corporate Tower on the part portion of Basement 4 level; and
  - c. dedicated common areas within the Airia Corporate Tower spanning from the Fifth to Nineteenth Floor;





The terrace area above the Nineteenth Floor of the Airia Corporate Tower shall be utilized for common services pertaining to the said Project and the terrace area above the Third and Fourth Floor shall be exclusively used for Airia Mall.

For the sake of clarity, the above existing and proposed development is depicted in the master plan as annexed in *SCHEDULE A1*.

- G. The Promoter has registered the project by the name of “**Airia**” comprising of Existing Airia Mall, Expansion of Airia Mall (hereinafter collectively referred to a “Airia Mall”) and the Airia Corporate Tower under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on \_\_\_\_\_ under registration no. \_\_\_\_\_ (hereinafter collectively referred to as the “**said Project**”);
- H. The Allottee(s) had applied for an office space in the Airia Corporate Tower of said Project *vide* application dated \_\_\_\_\_ and has been allotted Unit no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ square feet (\_\_\_\_\_ square meter) approximately, on \_\_\_\_\_ floor, type - Office (hereinafter referred to as the “**said Unit**”, which is more particularly described in *SCHEDULE B*, attached hereto and the floor plan of the said Unit is annexed hereto and marked as *SCHEDULE C*) along with rights in the common areas of the Airia Corporate Tower, details of which are more particularly set out in *SCHEDULE D*, attached hereto (hereinafter referred to as the “Common Areas for Airia Corporate Tower”);
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights, duties and obligations detailed herein;
- J. The Allottee(s) hereby agrees and understands that the Allottee(s) shall have the right to use the common areas for the Airia Corporate Tower, as set out in *SCHEDULE D* attached hereto, which are specifically delineated for the utilization and enjoyment of the allottees, occupants and owners of the units in the Airia Corporate Tower. The Allottee(s) expressly confirm and acknowledge that they shall not be entitled to claim any right or interest whatsoever in any other common areas & facilities (except shared common areas specifically declared by the Promoter);
- K. 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 said 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 of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agree(s) to purchase the said Unit for usage as specified in Para H.



**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable considerations, 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(s) and the Allottee(s) hereby agree(s) to purchase the said Unit for office use, as specified in Para H.

1.2. The Total Price for the said Unit for the office use as per the approved building plans, based on the Carpet Area is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (hereinafter referred to as the "**Total Price**"), as per the description below, more clearly set out in *SCHEDULE E* attached hereto:

Unit No. _____ Floor _____ Type _____ Carper Area _____ sq. ft. approx.	Rate: _____ per sq. ft. (approx.) of Carpet Area
<b>Total price (in rupees)</b>	_____

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid/payable by the Allottee(s) to the Promoter towards the Total Price of the said Unit;
- (ii) The Total Price as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc., which may be levied, in connection with the development of the said Project) paid/payable by the Promoter, up to the date of offer of possession of the said Unit for the office use of the Allottee(s), 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 there is any change/modification in the said taxes/charges/fees/ levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification;

Provided further, if there is any increase in the said taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the said 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(s);

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as



stated in sub-clause (i) above and the Allottee(s) 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(s) 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 the said Unit for the office use includes recovery of price of land, development/construction of the said Unit and also the common areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/charges/levies etc., cost of electrical high-side infra within the said Project, electrical connectivity to each floor, lift, water line and plumbing, fire detection and firefighting equipment in the common areas, maintenance charges till date of offer of possession as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit in the said Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to competent authority and/or any other increase in charges which may be levied or imposed by the competent authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in abovementioned development charges, taxes, cess, levies etc., imposed by the competent authorities, the Promoter shall enclose the said applicable law/notification/order to that effect along with the demand letter being issued to the Allottee(s), 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(s).
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in *SCHEDULE F* ("Payment Plan").
- 1.5. The Allottee(s) is provided with        ( ) number of car parking space/s on right to use basis only. The Allottee(s) agrees and has understood that the right to use car parking space, if any, shall be earmarked by the Promoter at the time of offer of possession of the said Unit subject to statutory rules and regulations, the working hours, and rules and regulations as prescribed by the Promoter/Maintenance Agency from time to time for the Airia Corporate Tower. The Allottee(s) undertakes not to assign/transfer/deal with or part with possession of the said car parking space independent of the said Unit and further undertakes that the Allottee(s) shall not modify or make any changes or cover the said car parking space or divert the user of the said car parking space in any manner whatsoever at any point of time. The Allottee(s) undertakes to abide by the working hours, rules and regulations prescribed by the Promoter/Maintenance Agency and park its vehicle at the earmarked car parking space and not anywhere else. The Allottee(s) agrees and confirms that in the event of cancellation or termination of allotment of the said Unit under any provision of this Agreement, the said car parking space along with additionally earmarked parking, if any, to the said Unit shall automatically stand cancelled or resumed as the case may be. No separate proceedings for cancellation or termination of the right to use the said car parking space shall be





initiated or followed by the Promoter independently that of the said Unit in any manner whatsoever. Further, in the event of any non-adherence to or non-observance of the rules, regulations and norms with respect to use of the car parking space(s), if any earmarked, by the Allottee(s), the Promoter/Maintenance Agency, shall at its sole discretion be entitled to cancel and/or restrict the Allottee(s)' right to use the said car parking space(s).

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications, amenities and facilities in respect of the said Unit as described herein at *SCHEDULE G*, attached hereto (hereinafter referred to as the "Specifications, Amenities & Facilities") (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected), without the previous written consent of the Allottee(s) 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(s), 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 of the said Unit that has been allotted to the Allottee(s) after the construction of the said Project/ said 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(s) within 90 (ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than five percent (5%) of the Carpet Area of the said Unit, allotted to the Allottee(s), the Promoter shall raise a demand for the increased area from the Allottee(s) as per the next milestone of the Payment Plan as provided in *SCHEDULE F*. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8. Subject to Para 9.3 the Promoter agrees and acknowledges the Allottee(s) shall have the right to the said Unit as mentioned below:
  - (i) The Allottee(s) shall have exclusive ownership of the said Unit;
  - (ii) The Allottee(s) shall also have a right in the Common Areas for Airia Corporate Tower as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas for Airia Corporate Tower 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 for Airia Corporate Tower to the Association of Allottees of Airia Corporate Tower/ competent authorities after duly obtaining the completion certificate for the said Project from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State.;

A circular blue ink stamp with the word 'PROMOTERS' at the top and 'P.L.' at the bottom. Overlaid on the stamp is a handwritten signature in black ink.

(iii) The Allottee(s) has the right to visit the said Project site to assess the extent of development of the said Project and his/her/its/their said Unit.

1.9. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the said Unit to the Allottee(s), 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 said Project). If the Promoter fails to pay all or any of the outstanding amounts collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said Unit, 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 by such authority or person.

1.10. The Allottee(s) has paid/shall pay a sum of Rs. \_\_\_\_\_ /- (**Rupees \_\_\_\_\_ Only**) as 'booking amount' being part payment towards the Total Price of the said Unit for the office use at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan set out in *SCHEDULE F*, as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee(s) 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 this Agreement and the Promoter abiding by the construction/ development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan set out in *SCHEDULE F* through A/c Payee cheque / demand draft/ bankers cheque or online payment (as applicable) in favour of "**RPPL AIRIA MASTER ACCOUNT**" payable at Gurugram.

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

3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (hereinafter referred to as the "FEMA"), Reserve Bank of India Act, 1934 (hereinafter referred to as the "RBI Act") and the rules and regulations made thereunder or any statutory amendments, modifications 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 this Agreement and/or the Conveyance Deed shall be made in accordance with the provisions of the Foreign Exchange Management Act,



1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 the matters specified in Para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/ allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
- 3.3. The Allottee(s) declares, agrees, and confirms that all payments made or to be made under this Agreement are not derived from any proceeds of crime and do not contravene any applicable laws, including the Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988, and Benami Transactions (Prohibition) Act, 1988, along with related rules and statutory guidelines ("Anti Money Laundering Laws"). If the Promoter is notified by statutory authorities of any violation of such laws by the Allottee(s), the Promoter may terminate this Agreement, remit the paid amounts to the concerned authority if required, and/or forfeit any balance as compensation, with the Allottee(s) relinquishing all rights and claims to the Unit. Furthermore, the Allottee(s) shall indemnify and hold harmless the Promoter and its affiliates, directors, and employees from any litigation, costs, penalties, third-party claims, or reputational loss arising from such proceedings.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

- 4.1. The Allottee(s) authorize(s) the Promoter to adjust/ appropriate all payments made by him/her/it/them, under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Unit, in his/her/its/their name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust the payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said Project with the Authority and towards handing over the possession of the said Unit for the office use of the Allottee(s) and Common Areas for Airia Corporate Tower to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

**6. CONSTRUCTION / DEVELOPMENT OF THE SAID PROJECT:**

The Allottee(s) has seen the proposed layout plan/zoning plan/site plan/building plan,





specifications, amenities, and facilities, etc., depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the said Project where the said Unit is located and has accepted the floor/ site plan, Payment Plan and the Specifications, etc., annexed along with this Agreement, which have been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the said 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 under the Act with the Authority, etc. Subject to the terms and conditions of 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 competent authority 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 or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID UNIT FOR OFFICE USE:**

- 7.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the said Unit to the Allottee(s) and the Common Areas for Airia Corporate Tower 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 offer the handover of possession of the said Unit for office use as per agreed terms and conditions by **30<sup>th</sup> November, 2032**, 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 said Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery or offer of possession of the said Unit.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to *Force Majeure* and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) within 90 (ninety) days. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she/it/they 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 –**

The Promoter, upon obtaining the occupation certificate or part occupation certificate for building blocks in respect of the said Project, shall offer in writing the possession of the said Unit within three months from the date of obtaining such approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment

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of any of the provisions, formalities, documentation on part of the Promoter in terms of obtaining necessary approvals from the relevant government authorities, as required for the development of the said Project. The Promoter shall provide copy (on demand) of the occupation certificate or part occupation certificate in respect of the said Project at the time of conveyance of the same. The Allottee(s), after sixty days from the date of offer of possession, agrees to pay the maintenance charges and holding charges as determined by the Promoter/ Association of Allottees/ competent authority, as the case may be.

**7.3. Failure of Allottee(s) to take Possession of Unit –**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee(s) as per the terms and conditions of this Agreement.

In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc., or fails to take possession within the time specified in Para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as prescribed by the nominated Maintenance Agency and holding charges @ Rs. \_\_\_\_ (Rupees \_\_\_\_\_ Only) per sq. ft. of the Carpet Area of the said Unit per month from the date of offer of possession till actual possession.

**7.4. Possession by the Allottee(s) –**

After obtaining the occupation certificate of the building blocks in respect of the said Project and handing over the physical possession of the said Unit for the office use to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plans, and Common Areas for Airia Corporate Tower 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(s) –**

The Allottee(s) shall have the right to cancel/withdraw his/her/its/their allotment in the said Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the said Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment and forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within ninety days of such cancellation.

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

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





Except for occurrence of a *force majeure*, Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the said Unit:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act or for any other reason; then the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate prescribed in the Rules including compensation, in the manner as provided under the Act within 90 (ninety) days of it becoming due.

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

In case obligation is not complied with by the Promoter

- (i) the authority shall order to return the total amount received by the promoter in respect of the said Unit, with interest at the rate prescribed in the Rules in case the Allottee(s) wishes to withdraw from the Project.
- (ii) in case Allottee(s) claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72.
- (iii) if the Allottee(s) does not intend to withdraw from the Project the authority shall order the Promoter to pay the Allottee(s) interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the said Unit.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;



- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) The details of the encumbrances on the said Project is as per the details provided in *SCHEDULE 'A' PART II* of this Agreement.
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the said Project, said Unit and the said Land, are valid and subsisting and have been obtained by following due process of law.

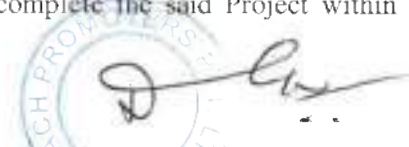
Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Unit, and Common Areas for Airia Corporate Tower as provided under Rule 2(1)(f) of Rules, 2017;

- (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(s) 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 said Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, possession of the said Unit to the Allottee(s). The Common Areas for Airia Corporate Tower will be handed over to the nominated Maintenance Agency/Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The said Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the said Unit;
- (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 said 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 the 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 or notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/ or the said Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the “*force majeure*”, Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of default, in the following events:

- (i) The Promoter fails to provide or offer possession of the said Unit to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the said Project within the

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stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the offer of possession is issued upon the said Unit is complete in all respects with respect to the provision of all the Specifications, as agreed to between the Parties in *SCHEDULE G*, and for which occupation certificate or part occupation certificate has been issued by the competent authority;

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

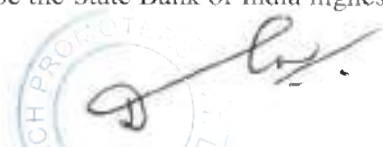
9.2. In case of default by the Promoter under the conditions listed above, the Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest for the period of such delay;
- (ii) The Allottee(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said 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(s) does not intend to withdraw from the said Project or terminate the Agreement, he/she/it/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Unit which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it becoming due.

9.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of any of the following events:

- (i) In case the Allottee(s) fail(s) to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) 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(s) under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Unit in favour of the Allottee(s) and refund the money paid to the Promoter by the Allottee(s) by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the Allottee(s) for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within 90 (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(s) about such termination at least 30 (thirty) days prior to such termination.

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

**10. CONVEYANCE DEED OF THE SAID UNIT:**

The Promoter, on receipt of total price of the said Unit as agreed under this Agreement and post the receipt of occupation certificate or part occupation certificate in respect of the said Project, 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 said Unit is equipped with all the specifications as agreed between the Parties as per the *SCHEDULE G* and finishing of all the works in Common Areas for Airia Corporate Tower as per *SCHEDULE D* of this Agreement. However, in case, the Allottee(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/its/their favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter.

**11. MAINTENANCE OF THE SAID PROJECT/ SAID UNIT:**

The Promoter shall be responsible to provide and maintain essential services in the Airia Corporate Tower till the taking over of the maintenance of the Airia Corporate Tower by the Association of Allottees of Airia Corporate Tower upon the issuance of the completion certificate for the said Project. The cost of such maintenance until the offer of possession of the said Unit to the Allottee(s) has been included in the Total Price of the said Unit and thereafter the Allottee(s) shall be liable to pay the maintenance and other charges in respect of the said Unit at the rates prescribed by the Promoter/ its nominated Maintenance Agency.

In case, the Allottee(s)/Association of Allottees fails to take possession of the Common Areas for Airia Corporate Tower as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter or developer has a right to recover such amount as spent on maintaining such essential services beyond his scope.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to the development of the Airia Corporate Tower is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of offer of possession, it shall be the duty

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of the Promoter to rectify such defects without further charge, within 90 (ninety) days or such other reasonable time as may be required to rectify the defect of similar nature, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) 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(s), by means of carrying out structural or architectural changes from the original specifications/design.

The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is 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, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

**13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS AND MAINTENANCE WORKS:**

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

**14. USAGE:**

Use of basements and service areas: The basements and service areas, if any, pertaining to said Project shall be earmarked for purposes such as parking spaces, limited common areas and facilities and other 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(s) shall not be permitted to use the said services areas and the basements in any manner whatsoever, other than those earmarked as parking space(s) for the use of the Allottee(s), and the same shall be reserved for use by the Promoter/ Association of Allottees formed by the Promoter/Maintenance Agency/competent authority for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PROJECT:**

- 15.1. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good





and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the building is not in any way damaged or jeopardized.

- 15.2. The Allottee(s)/ Association of Allottees further undertakes, assures and guarantees that it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc., on the face/facade of the said Unit, inside the said Unit, glass façade of the said Unit which is visible from outside or anywhere on the exterior of the said Project, buildings therein or the common areas including the Common Areas for Airia Corporate Tower. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of Allottees shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the said Project. The Promoter/Allottee(s)/ 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 of common areas which otherwise are available for free access. The Allottee/ Association of Allottees shall also not remove any wall, including the outer and load bearing wall of the said Unit, as the case may be.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT OF HARYANA:**

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

Details of approvals/compliances to be provided-

(A) \_\_\_\_\_



- (B) \_\_\_\_\_;  
(C) \_\_\_\_\_;  
(D) \_\_\_\_\_;  
(E) \_\_\_\_\_;

20. **BINDING EFFECT:**

By just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s). Secondly, the Allottee(s) and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provisions of the relevant Act of the State.

If the Allottee(s) fail(s) to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this Agreement executed, the Allottee(s) 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.

21. **ENTIRE AGREEMENT:**

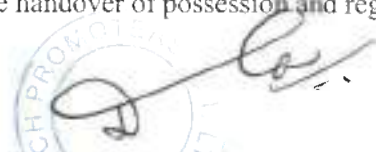
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties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

22. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and right to use parking space, if earmarked, the Airia Corporate Tower and the said Land shall equally be applicable to and enforceable against and by any subsequent Allottee(s)/ transferee/buyer of the said Unit in case of a transfer at any stage even after the handover of possession and registration of

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Conveyance Deed, as the said obligations go along with the said Unit and right to use parking space, if earmarked, for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

**25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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



agreed between the Promoter and the Allottee(s), in Gurugram. After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar at Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana.

29. **NOTICES:**

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

Name & Address of the Allottee/s

\_\_\_\_\_  
\_\_\_\_\_

Name & Address of Promoter

\_\_\_\_\_  
\_\_\_\_\_

It shall be the duty of the Allottee(s) 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(s), 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(s) 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.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Unit, prior to the execution and registration of this Agreement for Sale for said Unit shall not be construed to limit the rights and interests of the Allottee(s) 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 of India prevalent in the State for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this



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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s):

(1) Signature .....  
Name .....  
Address .....

(2) Signature .....  
Name .....  
Address .....

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

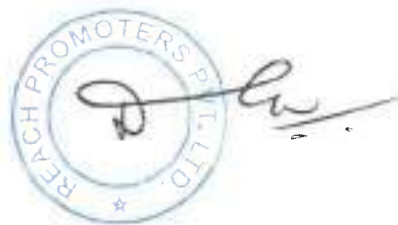
At **Gurugram** on \_\_\_\_\_ 202\_\_ in the presence of:

WITNESSES:

1. Signature .....  
Name .....  
Address .....

2. Signature .....  
Name .....  
Address .....

Please affix  
photograph and  
sign across the  
photograph





SCHEDULE 'A' -	DESCRIPTION OF THE SAID LAND & ENCUMBRANCES
SCHEDULE 'A1' -	DEPICTION IN MASTER PLAN
SCHEDULE 'B' -	DESCRIPTION OF THE SAID UNIT
SCHEDULE 'C' -	FLOOR PLAN OF THE SAID UNIT
SCHEDULE 'D' -	COMMON AREAS FOR AIRIA CORPORATE TOWER
SCHEDULE 'E' -	PRICING DETAILS
SCHEDULE 'F' -	PAYMENT PLAN
SCHEDULE 'G' -	SPECIFICATIONS, AMENITIES AND FACILITIES
SCHEDULE 'H' -	ENDORSEMENT



**SCHEDULE 'A'**  
**DESCRIPTION OF THE SAID LAND**

All that piece and parcel of the undivided and contiguous piece of land the details of which are as under situated in Sector 68, Village Badshahpur, District Gurugram, Haryana:

Land Under Licence No. 17 of 2010 dated 13.02.2010 read with order dt. 15.01.2025					
S.No.	Rectangle No.	Killa No.	Total Area		
			Kanal	Marla	In Acres
1	132	1	8	0	
2		2/1 min	0	7	
3		2/2 min	2	0	
4		10/1	3	9	
5		26	0	2	
6		27	1	0	
7		8 min	0	14	
8		9 min	6	5	
9		10/2	3	9	
10		11	8	0	
11		12	8	0	
12		13	3	2	
13	123	22 min	0	14	
14		21/3	1	15	
15		21/4	0	13	
16	132	8min	0	1	
17		9min	1	4	
TOTAL			48	15	6.09375
Land Under Licence No. 150 of 2022 dated 28.09.2022 read with order dt. 15.01.2025					
S.No.	Rectangle No.	Killa No.	Total Area		
			Kanal	Marla	In Acres
1	122	25/1min	0	1	
2		25/2min	0	16	
3	133	5min	7	6	
4		6min	7	6	
5		15/1min	2	2	
6		15/2	3	16	
7		15/3	1	8	
TOTAL			22	15	2.84375
GRAND TOTAL					8.9375

Note: The Allottee(s) has/have carried out thorough due diligence to its entire satisfaction relating to the right, title and interest of the Promoter in the said Land after going through ownership records, tentative building plans, inspection of site and other documents relating to the title of the Promoter to the said Land, which had been duly provided by the Promoter for inspection as per the Allottee(s) demand.



## SCHEDULE 'A' PART II

### DETAILS OF ENCUMBRANCES

Whether any encumbrance on said Project:

**Yes**

*If Yes the details of encumbrance to be specified here:*

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**SCHEDULE 'A1'**  
**DEPICTION IN MASTER PLAN**

## SCHEDULE 'B'

### DESCRIPTION OF THE SAID UNIT

1. Unit No. \_\_\_\_\_, Floor No. \_\_\_\_\_
2. Type: \_\_\_\_\_
3. Name of the Complex: \_\_\_\_\_
4. Area:  
Carpet Area : \_\_\_\_\_ Sq. Ft. approx. ( \_\_\_\_\_ Sq. Mtr.) approx.  
Super Area : \_\_\_\_\_ Sq. Ft. approx. ( \_\_\_\_\_ Sq. Mtr.) approx.

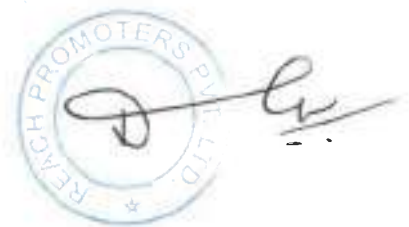
\* "Carpet Area" shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

\*\* 1 Sq. ft. = 0.0929 Sq. Mtr.





**SCHEDULE 'C'**  
**FLOOR PLAN OF THE SAID UNIT**



**SCHEDULE 'D'**  
**COMMON AREAS FOR AIRIA CORPORATE TOWER**



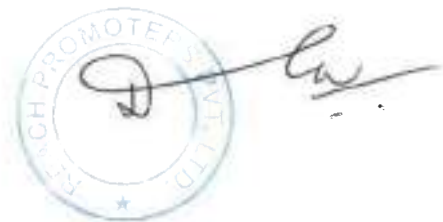
**SCHEDULE 'E'**  
**PRICING DETAILS**

S. No.	Particulars	Rate per Sq. ft. (as per Carpet Area) (in Rs.)	Total Amount (in Rs.)
1	Sale Price		
2	GST/ Any other taxes as may be applicable		
<b>Total Price</b> (inclusive of BSP, PLC and EDC, IDC, taxes/ levies at the rate applicable as on date)			
Interest Free Maintenance Security Deposit (IFMSD)			

Total Price for the said Unit (in words): (Rupees \_\_\_\_\_ Only).

**Note:**

- All payments are to be made through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of **"RPPL AIRIA MASTER ACCOUNT"** payable at Gurugram or such other account as may be communicated by the Promoter from time to time.
- All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority 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 (seven) days from the date of tax so deposited, so that the appropriate credit may be allowed to the account of the Allottee(s).
- Taxation particulars:  
PAN No. AADCR3461L  
GST: 06AADCR3461L1Z8
- The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Allottee(s) in addition to Total Price for the said Unit.



**SCHEDULE 'F'**  
**PAYMENT PLAN**

INSTALLMENT NO.	PAYMENT MILESTONES	% of TOTAL PRICE
1	At the time of Application	10%
2	Within 60 Days from the date of Application (after execution and registration of Agreement for Sale)	10%
3	Within 120 Days from Application	10%
4	On Commencement of Lower Basement Slab Casting Works	10%
5	On Commencement of Ground Floor Slab Casting Works	10%
6	On Commencement of 3rd Floor Slab Casting Works	10%
7	On Commencement of 6th Floor Slab Casting Works	10%
8	On Commencement of 10th Floor Slab Casting Works	10%
9	On Commencement of 15th Floor Slab Casting Works	5%
10	On Commencement of Top Floor Slab Casting Works	5%
11	On the Filing of Application for Occupation Certificate	5%
		5% (plus 100% of IFMSD, stamp duty and registration charges)
12	On Offer of Possession	100%

**Payment Plan Opted by the Allottee(s): \_\_\_\_\_ Plan**

**Note:**

1. Payment to be made by Demand Draft(s)/Pay Order(s)/Cheque(s)/ RTGS only drawn in favor of **"RPPL AIRIA MASTER ACCOUNT"** payable at Gurugram;
2. Allotment to Non-Resident and Nationals of Indian Origin will be subject to laws of the Republic of India;
3. For Non-Resident/Foreign Nationals of Indian Origin, all remittance, acquisition/transfer of said Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their sole responsibility;
4. In case the Application for booking of the said Unit is received post commencement of construction work at said Project, all construction linked installments falling due prior to the date of booking shall become due and payable within 60 (sixty) days from the date of Application. Further, the Allottee(s) shall pay the remaining installments as per the Payment Milestones as mentioned hereinabove;
5. Allottee(s) to deduct TDS as per Government norms and provide certificate to the Developer.



**SCHEDULE 'G'**  
**SPECIFICATIONS, AMENITIES AND FACILITIES**





**SCHEDULE- 'H'****ENDORSEMENT**

S.No.	I/We hereby assign all the rights and liabilities under this Agreement in favour of:	I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:
1.	Name: _____ S/W/D of/ Through _____ R/o/Having _____ it's _____ Office _____	Name: _____ S/W/D of/ Through _____ R/o/Having it's Office _____
2.*	Name: _____ S/W/D of/ Through _____ R/o/Having _____ it's _____ Office _____	Name: _____ S/W/D of/ Through _____ R/o/Having it's Office _____
3.*	Name: _____ S/W/D of/ Through _____ R/o/Having _____ it's _____ Office _____	Name: _____ S/W/D of/ Through _____ R/o/Having it's Office _____
	<b>TRANSFEROR(S)</b>	<b>TRANSFeree(S)</b>

**The above Transfer is hereby confirmed**

**Signature of Promoter**

Endorsed on \_\_\_\_\_

