

AGREEMENT FOR SALE

1. Type of Document : Agreement for Sale
2. Village/Block/Segment : Daulatabad
3. Tehsil & District : Tehsil Kadipur, District Gurugram
4. Type of Property : [●] Unit
5. Area (Carpet) : [●] square meter ([●] square feet)
6. Sale Consideration : Rs. [●]/-
7. Stamp Duty : Rs. [●]/-
8. Stamp No./Date : [●]
9. Stamp GRN : [●]
10. Unit No. : [●]
11. Property Address : Unit No. [●], [●] Floor in Tower [●], in [●], in revenue estate of Village Daulatabad, Sector 103, Tehsil Kadipur, District, Gurugram Manesar Urban Complex (Haryana)

This Agreement for Sale (“**Agreement**”) is made and executed at [●] on this [●] day of [●], [●]

BY AND BETWEEN

FLORALESSENCE PROJECTS PRIVATE LIMITED (CIN No. U68100HR2024PTC124290), a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at AIPL Business Club, Fifth Floor, Sector 62, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101 (PAN: [●]), represented by its Authorized Signatory [●] (Aadhar No. [●]) authorized vide Board Resolution dated [●] hereinafter referred to as the “**Promoter/Developer/Owner 1**” (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**;

AND

BABBLER PROJECTS PRIVATE LIMITED (CIN No. U45400HR2008PTC080248), a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at Aipl Business Club, Fifth Floor, Sector 62, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101 (PAN: AADCB3526G), represented by its Authorized Signatory [●] (Aadhar No. [●]) authorized vide Board Resolution dated [●] (hereinafter referred to as the “**Owner 2**”) (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**;

AND

SUN INTERNATIONAL LIMITED (CIN No. U51420WB1977PLC031053), a company incorporated under the provisions of the Companies Act, 2013, having its registered and corporate office at 75 C, Park Street, 3rd Floor, Kolkata, West Bengal, India-700016 (PAN: [●]), represented by its Authorized Signatory [●] (Aadhar No. [●]) authorized vide Board Resolution dated [●] (hereinafter referred to as the “**Owner 3**”) (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 **THIRD PART**;

(hereinafter, Owner 1/Promoter, Owner 2 and Owner 3 are collectively referred to as “**Owners/Promoter**”)

AND

[If the Allottee is a company]

[●], a company incorporated and registered under the provisions of the Companies Act, 1956/2013, with Corporate Identification No. [●], Permanent Account no. [●] and having its registered office at [●], through its authorized signatory [●] (Aadhar No. [●]), duly authorised vide Board Resolution dated [●] hereinafter referred to as the “**Allottee**” (which expression shall unless contrary or repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **FOURTH PART**

[OR]

[If the Allottee is a Partnership firm]

[●], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), through its partners, and represented by its authorized partner, [●], authorized vide Partnership Deed/Authorization Letter dated [●], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **FOURTH PART**

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN: _____) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**

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

The term and expression “**Promoter**”, “**Owners**”. and “**Allottee(s)**” shall hereinafter collectively be

referred to as the “Parties” and individually as “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);
- (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 Owners/Promoter are the absolute and lawful owner of land admeasuring approximately 5.10625 acres [Rect. No. 41 Killa no. 14,16,17,24/2,25, Rect. No. 42 Killa no. 21, 22/1 and Rect. No. 51 Killa no. 1/1] situated in the revenue estate of Village Daulatabad, Sector 103, Tehsil Kadipur, District Gurugram Manesar Urban Complex (Haryana) (“**Said Land**”) vide sale / transfer deeds as detailed in Annexure I attached hereto. The Owner 2 and the Promoter have entered into development agreement dated 31.12.2024, registered vide registration no.14556 on 17.01.2025 and The Owner 3 and the Promoter have entered into development agreement dated 30.12.2024, registered vide registration no.14554 on 17.01.2025 with Sub-Registrar Kadipur, Gurugram.

B. The Said Land is earmarked for the purpose of a building a residential group housing project, multistoried apartment(s)/ building(s)/EWS and the said project shall be known as ‘Aquaria at AIPL Lake City’ (“Project”);

Provided that where land is earmarked for any institutional development, the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it has been approved by the competent authority;

C. The Promoter, Owner 2 and Owner 3 are 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 (“**DTCP**”) has granted the approval/sanction to develop the Project vide approval dated 01.05.2025 License No. 61 of 2025 issued vide endorsement no. LC-5547/JE(AK)/2025/15989-16003 dated 02.05.2025.

E. The Promoter has obtained building plan approval for the Project from DTCP, vide Memo No. ZP-2166/SD/(RD)/2026/3856 dated 02.02.2026. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws 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 at [●] on [●] under registration no. [●].

G. The Allottee had applied for an residential apartment /unit in the Project vide application no. [●] dated [●] and has been allotted apartment no. [●] having carpet area of [●]_square feet, type[●], on [●]_floor in [tower/block/building] no. [●] (“**Building**”) along with exclusive right to use the parking in the [●] [Please insert the location of the parking], as permissible under the applicable law and pro rata share in the common areas of the Project and right to use common passages, staircase, right to

ingress/egress, arrangements (“**Common Areas**”) as defined under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017 and under the deed of declaration of the Project (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).

- H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- I.(Please enter any additional disclosures/details).
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- 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 set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment along with parking (if applicable) as specified in Para G above.

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 to be used as a residential space along with exclusive right to use parking space (if applicable) as specified in Para G.
- 1.2 The Total Price for the Apartment along with parking (if applicable) based on the carpet area is Rs. [●] (Rupees [●] only ("**Total Price**")

Block/Building/Tower no. [●] Apartment no. [●] Type [●] Floor [●] Parking if applicable [●]	Rate of Apartment per square feet
Total price (in rupees)	

Breakup of the amounts such as cost of apartment

Particulars	Carpet Area		Total (INR)
	INR/Sq Mtr	INR/Sq Ft	
Basic Sale Price			
Preferential Location Charges			
Development Charges			
Exclusive Right to use _____ no. of car parking space(s)			
Goods and Services Tax			
Total Price			
Interest Free Maintenance Security Deposit			
Taxes & Cess	Cannot be confirmed and/ or quantified at this stage since based on Applicable Law(s), Governmental Authority guidelines and external factors prevalent at the time of demand, same will be confirmed		

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Plot/Unit/Apartment for Residential/ Commercial/ Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable).
- (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/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to 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 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(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 Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be) alongwith parking (if applicable) includes recovery of price of land,

development/construction of [not only of the Apartment/ Unit/Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot/Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) in the Project.

- 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(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter unless agreed upon by the allottee(s).
- 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 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act 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 to 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 90 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 C. 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be).
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith 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 Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) as prescribed in the Payment Plan [Schedule C] 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 C**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of [●] payable at [●].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable), 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:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) 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.

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) alongwith 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 _____ [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and 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

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment for residential usage -** The Promoter agrees and understands that timely delivery of possession of the Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) 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 Plot/ Unit/Apartment for Residential/Commercial /Industrial/ IT/any other usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be).

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 or part thereof of building blocks in respect of Group Housing/Commercial/IT Colony/Industrial/any other usage (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment 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 fulfilment 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 Group Housing/Commercial/IT Colony/Industrial/any other usage (as the case may be) alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), 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.

- 7.3 Failure of Allottee to take Possession of Apartment for residential usage** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other 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 pay maintenance charges and holding charges as specified in para 7.2

- 7.4 Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/Commercial colony/IT Colony or approved Zoning-cum-Demarcation Plan/provision of the services by the colonizer/promoter, duly certifying/part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) to the Allottee(s), 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 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 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 ["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 in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force." ;]¹

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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT /any other usage alongwith parking (if applicable).

¹

- (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 Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within 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 Plot/ Unit/ Apartment for Residential/ Commercial/Industrial/IT/ any other usage, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the project.
- (ii) in case allottee 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 does not intend to withdraw from the project the authority shall order the promoter to pay the allottee interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage.
- (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.]²

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
 - (iv) 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
-

Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage being sold to the allottee(s) 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT/any other 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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, physical possession of the Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage alongwith parking (if applicable) to the Allottee(s), 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 plot/apartment/commercial unit/IT 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:

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) Promoter fails to provide ready to move in possession of the developed Plot/ Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage alongwith 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/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other 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.

9.2 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 plot/unit/apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate 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 Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting 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 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.

10 CONVEYANCE OF THE APARTMENT:

The promoter, on receipt of total price of Unit/ Apartment for Residential/Commercial/ Industrial/IT Colony/any other usage alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/apartment/plot 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 authorizes 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.

11 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage.

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 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 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 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(s), by means of carrying out structural or architectural changes from the original specifications/design.

13 RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT 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(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage 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)

14 USAGE

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

15 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/ PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/ any other usage alongwith parking (if applicable) 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage alongwith parking (if applicable), 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) and keep the Plot/Unit/Apartment for Residential/Commercial / Industrial/IT Colony/any other usage alongwith parking (if applicable), 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/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 Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and

parking (if applicable), as the case may be.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the 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 Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/ directions or sanctions by competent authority.

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT Colony/any other usage and parking (if applicable) 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 Plot/Unit/Apartment for Residential/Commercial/ Industrial/IT Colony/any other usage and parking (if applicable).

19 APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act, 1983, Acts, Rules and 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 to be provided:-

- (A) License No. 61 of 2025 dated 01.05.2025.
- (B) Zoning plan issued vide memo No. DRG. No. DTCP-11058 dated 02.05.2025.
- (C) Height Clearance from Airport Authority of India dated 20.05.2025.
- (D) Building plan approval memo no. DTCP vide its memo dated 02.02.2026 bearing No. ZP-2166/SD(RD)/2026/3856.
- (E) RERA registration no. _____ dated _____.

20 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(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and 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 returned to the Allottee 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.

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 Plot/Unit/ Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable).

22 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said 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 Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT Colony/any other usage and parking (if applicable)in case of a transfer, as the said obligations go along with the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) 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 [Annexure C] 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 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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Plot/Unit/Apartment for Residential/Commercial/Industrial/ IT Colony/any other usage and parking (if applicable) bears to the total area/carpet area of all the Unit/Apartments/Plots in the 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, in _____ 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 _____. Hence this Agreement shall be deemed to have been executed at _____.

29 NOTICES:

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

Name of Allottee
(Allottee Address)

M/s Promoter name
(Promoter Address)

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

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 Allottees.

31 SAVINGS:

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

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

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: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____
Name _____
Address _____

Aadhaar No. _____

(2) Signature _____

Name _____

Address _____

Aadhaar No. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Please affix photograph and sign across the photograph

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Aadhaar No. _____

in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE AND PARKING (IF APPLICABLE)

Apartment/Unit No _____ on _____ floor in Tower-_____ (_____) having Carpet Area _____ sq ft in the said Project namely Aquaria at AIPL Lake City located in Sector-103, Gurugram (Haryana), along with undivided proportionate share in the land underneath the said Tower/Project Land, calculated in the ratio in which the Carpet Area of the said Apartment bears to the total carpet area of all the apartments/units of said Tower/Project along with right to use _____ number(s) of car parking slot.

“Carpet Area” shall mean the net usable floor area of the Unit, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area, and exclusive open terrace area, but including the area covered by the internal partition walls of the Unit and fifty percent (50%) of the area of external door openings.

For the purposes of this clause:

- (a) “exclusive balcony or verandah area” shall mean the area of the balcony or verandah, as the case may be, appurtenant to the net usable floor area of the Unit and meant for the exclusive use of the Allottee; &
- (b) “exclusive open terrace area” shall mean the area of the open terrace appurtenant to the net usable floor area of the Unit and meant for the exclusive use of the Allottee.

COMMON AREAS AND FACILITIES:-

PART-A:

List of Common Areas and Facilities as may be applicable for use of Allottee within the Said Project -

- 1. Entrance Hall / Lobby at Ground Floor.
- 2. Staircases and munties.
- 3. Lifts/lift shafts.
- 4. Fire Towers
- 5. Lifts lobbies including lighting and firefighting equipment thereof.
- 6. Common passage/ Refuge area /corridor, lighting and firefighting equipment thereof.
- 7. Lift machine rooms.
- 8. Overhead Water tanks.
- 9. Electrical/ Plumbing/ Fire shafts and service ledges.
- 10. Security room/ common toilet at Ground floor.
- 11. Security / Fire control room.
- 12. Extended Slab and Canopies

PART-B:

List of general Common Areas and Facilities proposed to be located in the basement for all allottees/occupants in the Said Project-

- 1. D.G. Room/ D.G. sets.
- 2. Basement lobbies
- 3. Underground Domestic & fire water tanks and pump room & pump with accessories.
- 4. Electric sub-station/ transformers and metering rooms.
- 5. Electrical Panels and electrical panel rooms.
- 6. Fan rooms.
- 7. Maintenance stores and circulation areas.
- 8. Drivers room.
- 9. STP

10. Staircases.
11. Garbage Room/ Facility Management room.
12. Security control room.

PART-C:

List of general Common Areas and Facilities within the Said Project for use of all Allottee in the Said Complex-

1. Lawns & play area, including lighting & Services etc.
2. Road & Driveways, including lighting & Services etc.
3. Pool and water bodies
4. Stilt amenities
5. Fire Hydrants & Fire brigade inlet etc.

That save and except the use of Common Areas and Facilities in Part A, Part B and Part C as above, exclusive use of covered parking space as described in Part D of this annexure and the undivided pro-rata share in the Project, it is specifically made clear by the Owners and agreed by the Allottee that he/she/they/it shall not have any right, title or interest in any other land(s), areas, facilities and amenities within the Said Project as these are specifically excluded from the scope of the conveyance deed and/or ATS and the Allottee agrees and confirms that the ownership of such lands, areas, facilities shall vest solely with the Owners and the Owners shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D:

Said Car Parking Bays within the Said Project individually allotted to the Allottee for his/her/their/its exclusive use.

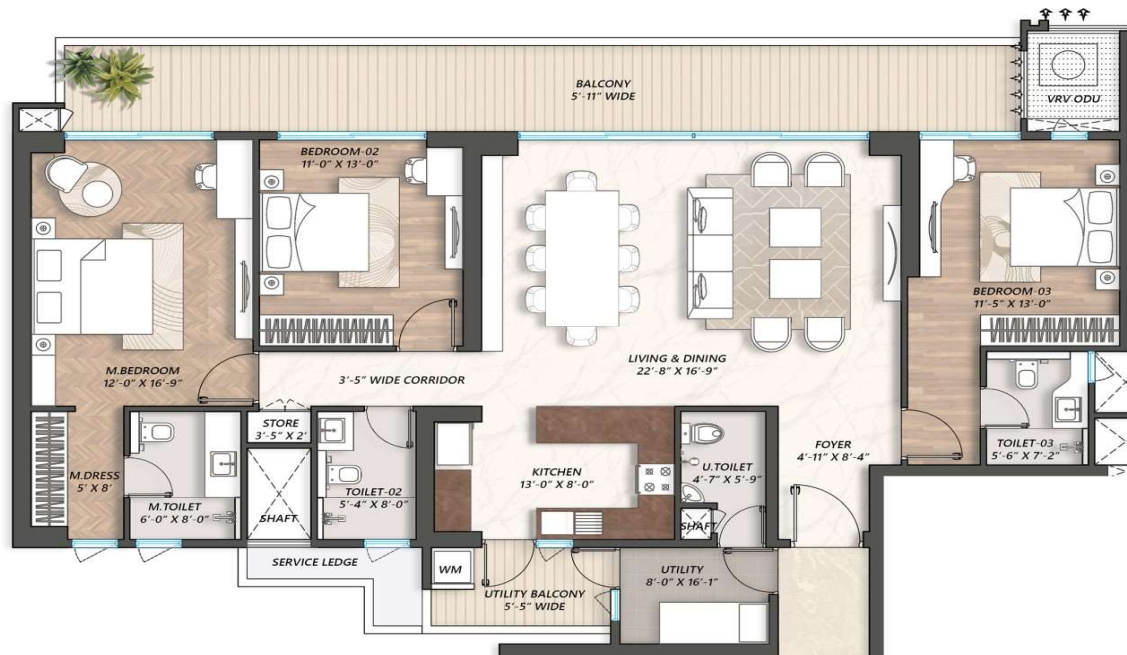
PART-E:

The Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Owners, its associates, its subsidiaries and the Owners shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

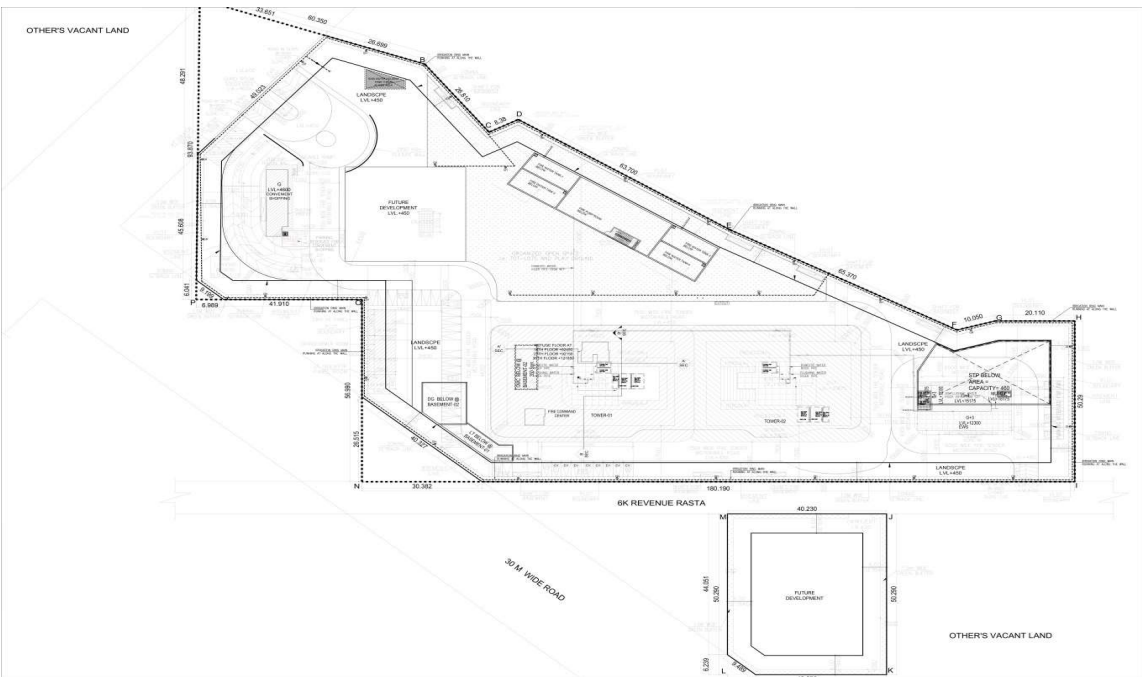
1. Community Centre(s) within the said Building, if any, and/or within the said portion of the Said Land/“Riviera”.
2. Dwelling units for Economically Weaker Section and Dwelling units for Service Personnel in Building other than the Said Building.
3. Areas reserved for all kinds of schools and school buildings/Construction (including but not limited to nursery, primary & higher secondary school).
4. Areas for Community Centre and Community Building(s).
5. Areas reserved for Dispensary and Dispensary Building(s).
6. Areas reserved for Creche and Creche Building(s).
7. Areas reserved for Religious Building and Religious Building(s).
8. Areas reserved for Health Centres and Health Centre Building(s).
9. Areas reserved for Police Posts and Police Post Building(s).
10. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc and Building(s)/ Construction thereof.
11. Areas for all Commercial Buildings and Commercial Buildings/premises.
12. Areas for sports, recreational facilities etc.
13. Roads, Parks for use of General Public.
14. All Areas, Buildings, premises, structures falling outside the periphery/boundary of the Project Land.

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT/ PLOT

FLOOR PLAN



SITE PLAN



SCHEDULE 'C' - PAYMENT PLAN

Payment Plan'

Earnest money, which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as below:

Milestone Name	Payment Percentage
At time of Booking	10%
On registration of BBA	20%
On 50% Completion of Super Structure	10%
On Completion of Super Structure	30%
On offer of Possession (along with advance maintenance charge, stamp duty, registration charges, miscellaneous expenses/ fee, taxes, etc.)	30%
Total	100%

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE)

SPECIFICATION OF CONSTRUCTION		
Specification of apartments and other buildings including the following:		
1	FLOORING DETAILS OF VARIOUS PARTS OF HOUSE	MARBLE FOR LIVING AREA , LAMINATED WOODEN FLOORING FOR BEDROOM & TILES FOR KITCHEN & BALCONY AREA.
2	WALL FINISHING DETAILS	ACRYLIC EMULSION PAINT
3	KITCHEN DETAILS	TILES FOR FLOORING, TILES UPTO 2' ABOVE COUNTER & ACRYLIC EMULSION PAINT ON REMAINING AREA. GRANITE / MARBLE / ENGINEERED STONE FOR COUNTER
4	BATHROOM FITTINGS	WASH BASIN, FLOOR-MOUNTED / WALL-HUNG W.C.S
5	WOOD WORK ETC	LAMINATED / VENEERED FLUSH DOOR
6	DOORS AND WINDOW FRAMES	POLISHED FRAME WITH PAINTED / LAMINATED / VENEERED FLUSH DOOR & UPVC / ALUMINIUM FRAMES
7	GLASS WORK	GLASS FOR EXTERNAL WINDOWS AND DOORS
8	ELECTRIC FITTINGS	MODULAR SWITCHES
9	CONDUCTING AND WIRING DETAILS	COPPER WIRING
10	CUPBOARD DETAILS	NA
11	WATER STORAGE	RAINWATER HARVESTING & TREATED WATER FROM STP FOR FLUSHING AND HORTICULTURE
12	LIFT DETAILS	NA
13	EXTERNAL GLAZINGS	UPVC / ALUMINIUM FRAMES WITH GLASS
13.1	WINDOWS/GLAZINGS	UPVC / ALUMINIUM FRAMES WITH GLASS
14	DOORS	POLISHED FRAME WITH PAINTED / LAMINATED / VENEERED FLUSH DOOR
14.1	MAIN DOORS	POLISHED FRAME WITH PAINTED / LAMINATED

		/VENEERED FLUSH DOOR
14.2	INTERNAL DOORS	POLISHED FRAME WITH PAINTED / LAMINATED /VENEERED FLUSH DOOR
15	AIR CONDITIONING	VRF
16	ELECTRICAL FITTINGS	MODULAR SWITCHES
17	CNG PIPE LINE	NA
18	PROVISION OF WIFI AND BROADBAND FACILITY	YES
19	EXTERNAL FINISHING/COLOUR SCHEME	EXTERIOR GRADE TEXTURE PAINT
20	INTERNAL FINISHING	ACRYLIC EMULSION PAINT

SPECIFICATION UNIT WISE		
1.	LIVING/DINING/FOYER/FAMILY LOUNGE	
1.1	FLOOR	MARBLE
1.2	WALLS	ACRYLIC EMULSION PAINT
1.3	CEILING	ACRYLIC EMULSION PAINT
2.	MASTER BEDROOM/DRESSROOM	
2.1	FLOOR	LAMINATED WOODEN FLOORING
2.2	WALLS	ACRYLIC EMULSION PAINT
2.3	CEILING	ACRYLIC EMULSION PAINT
2.4	MODULAR WARDROBES	NA
3.	MASTER TOILET	
3.1	FLOOR	MARBLE / TILES
3.2	WALLS	TILES /ACRYLIC EMULSION PAINT
3.3	CEILING	ACRYLIC EMULSION PAINT
3.4	COUNTERS	MARBLE / GRANITE / ENGINEERED STONE
3.5	SANITARY WARE/CP	WASH BASIN, FLOOR-MOUNTED / WALL-

	FITTINGS	HUNGWCS
3.6	ITTING/FIXTURES	MODULAR SWITCHES
4.	BED ROOMS	
4.1	FLOOR	LAMINATED WOODEN FLOORING
4.2	WALLS	ACRYLIC EMULSION PAINT
4.3	CEILING	ACRYLIC EMULSION PAINT
4.4	WARDROBES	NA
5.	TOILET	
5.1	FLOOR	TILES
5.2	WALLS	TILES / ACRYLIC EMULSION PAINT
5.3	CEILING	ACRYLIC EMULSION PAINT
5.4	COUNTERS	MARBLE / GRANITE / ENGINEERED STONE
5.5	SANITARY WARE/CP FITTINGS	WASH BASIN, FLOOR-MOUNTED / WALL- HUNGWCS
5.6	FIXTURES	MODULAR SWITCHES
6.	KITCHEN	
6.1	FLOOR	TILES
6.2	WALLS	TILES UP TO 2' ABOVE COUNTER; BALANCE AREA IN ACRYLIC EMULSION PAINT
6.3	CEILING	ACRYLIC EMULSION PAINT
6.4	COUNTERS	GRANITE / MARBLE / ENGINEERED STONE
6.5	FIXTURES	CP FITTINGS, SS SINK
6.6	KITCHEN APPLIANCES	MODULAR KITCHEN WITH HOB, CHIMNEY
7.	UTILITY ROOMS/UTILITY BALCONY/TOILET	
7.1	FLOOR	TILES
7.2	WALLS & CEILING	ACRYLIC PAINT(UTILITY ROOM)
7.3	TOILET	TILES
7.4	BALCONY	EXTERIOR GRADE PAINT

8.	SIT-OUTS	
8.1	FLOOR	TILES
8.2	WALLS & CEILING	ACRYLIC PAINT
8.3	RAILINGS	MS/ GLASS RAILING / PARAPET WALL
8.4	FIXTURES	NA

SCHEDULE 'E' – AMENITIES & FACILITIES OF THE PROJECT

1. Entrance Plaza
2. Central Lake
3. Community Pools
4. Sports area
5. Entertainment Hub
6. Kids Play Area
7. Outdoor Gym
8. Event Lawn
9. Japanese Miyawaki forest
10. Welcome Garden
11. Sculptural Garden
12. The Flowing Garden
13. Wellness Garden
14. Pet Garden

I hereby declare that the above information and particulars are based on record and are true to the best of my knowledge and belief and nothing has been concealed.

Explanation: -

(a) The promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement(s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.