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APPLICATION FORM

For Official Use : Application No.

Customer Type: (Kindly (X) the relevant box) Marketing Representative:

Individual ☐ Ltd. Company ☐ Pvt. Ltd. Company ☐ Proprietorship ☐ Partnership Firm ☐

HUF ☐ NGO/Charitable Trust Others ☐ If Others, Specify

M/s Aqasia Homes Ltd.

1404, Narain Manzil,

23, Barakhamba Road Connaught Place

New Delhi-110001 (India)

Dear Sir,

I/we have examined the tentative plan of Project named as "Aqasia Enclave" Bhiwadi to be developed and constructed under lawful arrangements by M/s Aqasia Homes Ltd. (herein referred to as "Company") on land falling in the revenue estate of Village Hasanpur, Tehsil - Tijara, District - Alwar (Rajasthan) hereby apply for allotment of a Plot therein.

I/we agree to abide by the basic terms and conditions attached herewith and also agree to sign and execute, as and when desired by the Company, the Allotment Letter or the Buyer's Agreement on the Company's standard format contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Plot and shall pay Basic Sale Price, Preferential Location Charges, Additional Cost, Government Levies, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the company.

I/we clearly understand that this application does not constitute an agreement to sale and I/we do not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the company has issued a provisional allotment letter herewith. It is only after I/we sign and execute the Allotment letter, Addendum to the allotment letter, and/or such other documents as may be required by the company (depending on the option availed) the allotment shall become final and binding upon the company. If, however, I/we cancel this application or I/we fail to sign/execute and return Allotment letter/ Buyer's Agreement within thirty (30) days from its dispatch by the company then the company may at its discretion treat my/our application as cancelled and the earnest money paid by me/us shall stand forfeited.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the application/ allotment will be cancelled and the booking/earnest money along with interest, if any shall be forfeited by the company. My/our particulars are given at the next page:

For AQASIA HOMES LIMITED
Director/Am. Secretary

Signature of Applicant(s)

X

X

Applicant's Particulars for Reference and Record

**To be filled in BLOCK LETTERS by the applicant using a BLACK pen.*

SOLE / FIRST APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

Customer Name:

S/o, W/o, D/o, C/o:

DOB/DOI:

Gender:

Profession:

Designation:

Company/ Firm Name

PAN*

Passport No.:

Stamp/Seal of
the Applicant
to be affixed
here

Phone No (Residence):

Office No.

Mobile No.:

Fax No.

Email ID:

Permanent Address:

City

State

PIN

Country

Office Address:

City

State

PIN

Country

Correspondence Address:

City

State

PIN

Country

Kindly (X) the Relevant Box

Residential Status : Resident ☐ Non Resident ☐ Person of Indian Origin ☐ Foreign National ☐

Marital Status: Married ☐ Unmarried ☐ No. of children

Professional Details:

a. Industry: IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail ☐

Hospitality Services ☐ Medical/Pharmaceutical ☐ Media/Entertainment ☐ Travel/Transport ☐

Others, Please Specify

b. Annual Income:

<15 Lakhs ☐ 15-20 Lakhs ☐ 20-30 Lakhs ☐ 30-50 Lakhs ☐ 50 Lakhs & > ☐

Date:

Place:

**Self attested copy of PAN Card to be attached mandatorily*

First Applicant Signature
(Signature should be within the Box)

Dr. AQASIA HAMEED
Director/Anth. Registrar

Applicant's Particulars for Reference and Record

**To be filled in BLOCK LETTERS by the applicant using a BLACK pen.*

Co- APPLICANT DETAILS (Leave a Space Blankbetween two consecutive words)

Customer Name:																					
S/o, W/o, D/o, C/o:																					
DOB/DOI											Gender:										
Profession:																					
Designation:																					
Company/ Firm Name																					
PAN*																					
Passport No.:																					
Relationship with the First Applicant:																					

Phone No (Residence):											Office No.										
Mobile No.:											Fax No.										
Email ID:																					

Permanent Address:																					
											City										
State						PIN						Country									
Office Address:																					
											City										
State						PIN						Country									
Correspondence Address:																					
											City										
State						PIN						Country									

Kindly (X) the Relevant Box

Residential Status : Resident ☐ Non Resident ☐ Person of Indian Origin ☐ Foreign National ☐

Marital Status: Married ☐ Unmarried ☐ No. of children

Professional Details:

a. Industry: IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail ☐

Hospitality Services ☐ Medical/ Pharmaceutical ☐ Media/Entertainment ☐ Travel /Transport ☐

Others, Please Specify

b. Annual Income:

<15 Lakhs ☐ 15-20 Lakhs ☐ 20-30 Lakhs ☐ 30-50Lakhs ☐ 50 Lakhs & > ☐

Date:

Place:

**Self attested copy of PAN Card to be attached mandatorily*

Second /Co-Applicant Signature
(Signature should be within the Box)

of AQUASIA HOMES I I
Director/ Auth. Signatory

DETAILS OF PLOT :

Plot No.		Total Super Area Sq. Yd.		Sq. Mt.		Type	
Block		Total Plot Area Sq. Yd.		Sq. Mt.		Phase	

DETAILS OF PRICING:**(Amount in Rs.)**

As per applicable Price list (Sq Ft/SqMtr/Sq Yard)		PRICE	
A. Basic Cost of the Plot			
Basic Sale Price (BSP)*	Rs		
Plan Type (Tick whichever is applicable): a. Normal Payment Plan ☐ b. Down Payment Plan ☐ As per attached Annexure			

* Subject to terms & conditions stated below

* Does not include all other charges

Mode of Booking:	a. ☐ Direct	b. ☐ Dealer	c. ☐ Employee Referral	Employee Name:
				Employee Code:

Dealer Information:

Dealer Name:	
Dealer Address:	
Dealer Code:	
Dealer Contact No.:	
Dealer Signature With Seal:	

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Plot by the Company, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) falling which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Plot through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Plot, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Plot then I/we shall provide NOC from my/our aforesaid dealer.

Name of the Applicant(s)

Signature of the Applicant(s)

1.

2.

1.

4.

Note: i) All Cheque/ Drafts to be made in favor of "Aqasia Homes Ltd." payable at par only.

ii) Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

DEALER DECLARATION

(*To be filled by the Dealer in case of Dealer Booking)

I authorized signatory of M/s having ASO Code No. do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Plot by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

Signature of the Dealer with stamp

For AQASIA HOMES LTD
Director/Asst. Signatory

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

CHECKLIST

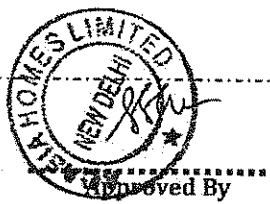
- Application Form is completely filled with photographs and duly signed by the Applicant(s) ☐
- Specimen Signatures have been made by the Applicant(s) ☐
- Cheque for booking amount is in proper name and duly signed and dated ☐
- Self attested copies of PAN card of all applicants are attached with the form ☐
- Self attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form ☐
- Self attested copy of Address Proof and other relevant documents are attached with the form ☐

Remarks (if any):

Booking Concession (if any):

Booked By

Checked By



AQASIA HOMES LTD.
Director/ Auth. Signatory

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Terms & Conditions

1. I/we have applied for allotment of Plot in the Project named as "Aqasia Enclave" Bhiwadi to be developed and constructed under lawful arrangement by M/s Aqasia Homes Ltd. (hereinafter referred to as the "Company") situated on Village Hasanpur, Tehsil - Tijara, District - Alwar (Rajasthan).
2. Before applying for allotment of Plot, I/we have verified the terms/ conditions of provisional allotment and price of the said Plot with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Plot and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing byelaws/guidelines of the Urban Improvement Trust, Bhiwadi or any other concerned authority (hereinafter referred to as "said Authority") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other Concerned Authorities in this regard to the Company.
3. The allotment of the Plot is entirely at the discretion of the Company. The allotment of the said Plot shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
4. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project and the said Plot (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Plot.
5. I/we hereby agree and understand that the Plot area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Plot, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Plot, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Plot and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Plot, the amount received in excess over and above the total cost of the said Plot based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.
6. I/we have examined the plans, designs and specifications of the Plot and have agreed that the Company shall apply for revision of the plan or usage of the Plot or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Plot.
7. I/we have specifically agreed that if due to any change in the layout, the said Plot ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Plot becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
8. I/we hereby agree that in order to ensure/ guarantee the fulfillment of all obligations including payment of total sale consideration of the said Plot in timely manner as per Payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Application Form by me/us, the Company shall treat 20 % of sale consideration amount as earnest money out of the amount(s) paid/ payable by me/us for the said Plot allotted to me/us.
9. (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Plot is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time and I/we agree that the Company is under no obligation to send demand/ reminders for payments. If I/we fail/ default in making payment of due amount within stipulated period or my /our tendered cheque or draft got dishonoured by my/our banker, then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Plot,
 - (b) to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the provisional allotment of the said Plot which includes change in area and location of the said Plot.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Plot is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Plot, then the price towards increase/decrease of re-allotted Plot shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for up to one month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates. The payment plan is annexed herewith as Annexure-A.

Signature of Applicant(s)

X

X

For AQASIA HOMES
Director/ Auth. Signatory

10. I/we hereby agree that in case of cancellation of booking of the said Plot, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
11. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "Aqasia Homes Ltd." payable at par.
12. I/we further agree that in case I/we make any payment towards the said Plot from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Plot against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
13. I/we agree that the offer for allotment of the said Plot and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by The Urban Improvement Trust, Bhiwadi and the usage of the said Plot and construction thereon by the applicant shall be subject to approval of plan of the said Plot by the Competent Authority as per zoning conditions, rules and regulations of The Urban Improvement Trust, Bhiwadi and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Plot. The I/we further agree that irrespective of the size of the Plot to be allotted through Buyer's Agreement, I/we can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Plot, in such eventuality I/we shall be liable to comply with such restriction/ permission to its fullest extent.
14. Assignment of allotment of the Plot by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Plot shall be reckoned with effect from the date of assignment of allotment right in the said Plot in favor of my/ our Assignee(s).
15. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (if applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Plot. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Plot in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Plot and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @18 % per month (or, as applicable).
16. I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Plot is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Plot and further the I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Plot regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
17. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
18. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
19. The Company shall have the first lien and charge on the said Plot for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Plot may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Plot and I/we hereby agree to pay the sale consideration of the aforesaid Plot according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
20. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
21. The Company shall endeavor to give possession of the Plot to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.

Signature of Applicant(s)

X

X

For AQASIA HOMES LTD.

Director/ Auth. Signatory

22. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Plot to me/us.
23. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
24. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.
25. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
26. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
27. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. Subject to Arbitration as referred above, the Courts at Delhi and Alwar shall have jurisdiction in case of any dispute.

DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Plot. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of Applicant (s)

Signature of Applicant(s)

For AQASIA HOMES LIMITED

Director/ Auth. Signatory

Signature of Applicant(s)

X

X

PLOT BUYER'S AGREEMENT

BETWEEN

AQASIA HOMES LIMITED

&

FIRST APPLICANT _____

SECOND APPLICANT _____

For AQASIA HOMES L.
Director/ Auth. Signatory

Please Paste
Recent Photograph
And Sign
Across The Same

Please Paste
Recent Photograph
And Sign
Across The Same

PLOT BUYER AGREEMENT

Note: It is requested that each page of this Agreement is signed by the Allottee/Prospective Plot Buyers, who have applied for Allotment as per the tentative specifications. Any deletion/change in the terms and conditions herein will disqualify the Allottee/Prospective Plot Buyer from the allotment process)

THIS PLOT BUYER AGREEMENT (the 'Agreement' in short) is made at New Delhi on this _____ day of _____, 20....

BY AND BETWEEN

M/s Aqasia Homes Ltd. a Company registered under the Companies Act, 1956, having its Registered Office at 1404, Narain Manzil, 23, Barakhamba Road, Connaught Place, New Delhi-110001 through its authorized signatory Mr. _____, hereinafter called the Owner / Company which expression shall, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns

of the ONE PART. AND

- (1) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____
- * (2) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____
- * (3) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____

For AQASIA HOMES Ltd. (* to be filled up in case of Joint Purchasers)
Director/ Auth. Signatory

Signature of the Allottee

Please Paste
Recent Photograph
And Sign
Across The Same

Please Paste
Recent Photograph
And Sign
Across The Same

PLOT BUYER AGREEMENT

Note: It is requested that each page of this Agreement is signed by the Allottee/Prospective Plot Buyers, who have applied for Allotment as per the tentative specifications. Any deletion/change in the terms and conditions herein will disqualify the Allottee/Prospective Plot Buyer from the allotment process)

THIS PLOT BUYER AGREEMENT (the 'Agreement' in short) is made at New Delhi on this _____ day of _____, 20....

BY AND BETWEEN

M/s Aqasia Homes Ltd. a Company registered under the Companies Act, 1956, having its Registered Office at 1404, Narain Manzil, 23, Barakhamba Road, Connaught Place, New Delhi-110001 through its authorized signatory Mr. _____, hereinafter called the Owner / Company which expression shall, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns

of the ONE PART. AND

- (1) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____
- * (2) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____
- * (3) Mr. / Mrs. _____ S/w/d of Mr. _____
R/o _____

(* to be filled up in case of Joint Purchasers)

Signature of the Allottee

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** M/s _____ a Company / partnership / proprietorship/ firm
_____ having its registered office at
_____ through its authorized director / partner / sole
proprietor Mr. / Ms. _____.

** (Strike out whichever is not applicable)

Hereinafter jointly and severally referred to as "The Allottee", which expression shall, where the context so admits, include, their respective heirs, legal representatives, successors-in-interest, successors-in-office, permitted assigns, executors and administrators etc.

It is clarified that the use of any gender, in this Agreement or use of singular or plural expressions shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Agreement and the same shall be read and construed accordingly as the context demands.

WHEREAS:-

- A. The Company having purchased and acquired individual pieces and parcels of land, more fully described in Schedule - _____ hereto, in a plot of land admeasuring _____ acres or thereabouts, situated within _____ (hereinafter referred to as the 'said Land') on the basis of various sale deeds from the respective owners thereof and the mutations in respect of the said individual pieces and parcels of land having been duly carried out in the revenue records,
- B. The Company above named, pursuant to their arrangement inter-se, plan to develop a residential plotted colony on the said Land to be named and known as "Aqasia Enclave" (hereinafter referred to as the 'Project') in accordance with the layout plans approved and revisions thereof to be approved by the concerned authority; and
- C. The Company has obtained requisite licenses from concerned authority and the said licenses are valid and/or extensions thereof shall be applied and obtained by the Owners from time to time; and
- D. The Allottees agrees that he has applied for allotment of said Plot with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Company and understood by him.
- E. The Allottees has also seen and understood the tentative plans of the said Plot and the said Project and is willing to purchase the said Plot. The Allottees further agrees that the Company may make such variations, additions, alterations etc. therein as it may, in its sole discretion; consider proper for the said Project or as may be required by the said Authority or any other authority, Govt. agencies or the Architect of the Project.
- F. The Company has represented to the Allottees that the plans for the Plotted Colony have been duly approved by the concerned authority, and

For AQASIA HOMES LIMITED
Director/ Auth. Signatory

Signature of the Allottee

The Company has allowed the Allottees the inspection of the said Land, approved layout plans, ownership record of the said Land and other documents relating to the title, competency and all other relevant details and the Allottees has confirmed and acknowledge that he/she/it is fully satisfied in all respects with regard to the right, title and competency of the /Company to enter into this Agreement and the same shall not be liable to be questioned/challenged; and

- H. The Allottees acknowledges that the /Company has readily provided all information, clarifications as required by him/her/it but that he/she/it has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Owners/Company, their selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the services to be provided to the Allottees, the estimated facilities available to the Allottees or any other data save and except as specifically represented in this Agreement and that the Allottees has relied solely on his/her/its own judgment and investigation in deciding to enter into this Agreement, which the Allottee is entering into after fully satisfying himself / herself / itself with the facts stated herein, for allotment of said plot; and
- I. The Allottees represents and confirms that he/she/it has authorized the Owners to treat this Agreement executed by him/her/it as cancelled in the event the Company is not be in a position to implement the said layout plans for any reason beyond its/their control or if the /Company abandons the said Project, and the Allottees confirms that he/she/it has given irrevocable authority to the Company to refund by registered post upon such cancellation, but subject to the Allottees not being in default under this Agreement, all amounts received together with simple interest thereon @ 6% calculated for the period for which such monies have been lying with the Owners and that upon such refund of the said amount by account Payee cheque sent / dispatched by registered post the Allottee shall not have any further rights, claims demands whatsoever etc. against the Company and that the Company shall be released and completely discharged in all respects from all its/their obligations and liabilities under this Agreement; and
- J. The Allottee represents, acknowledges and confirms to the /Company that he/she/it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Plotted Colony in general and the building to be constructed thereon, in particular and the terms and conditions contained in this Agreement and that he/she/it has clearly understood his/her/its rights, duties, responsibilities, obligations under each and all the clauses of this Agreement; and
- K. The Owners/Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, have accepted the application of the Allottee to allot a residential Plot and have agreed to allot to him/her/it an Plot, more fully described herein below, the title whereof would be conveyed in favor of the Allottee, free from all encumbrances by the Owners, on the terms and conditions hereinafter appearing ; and

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO: -;

For AQUASIA HOMES LIMITED
Director/Author. Signatory

Signature of the Allottee

(27)

In consideration of the Allottee having agreed to pay a sum of Rs. _____ (Rupees _____ only) as the Basic Sale Price of the plot detailed below, calculated at the rate of Rs. _____/- per sq.yd., out of which the Allottee has paid a sum of Rs. _____/(Rupees _____ only) being approximately _____ % of the Basic Sale Price, at the time of request for booking with the Owners/Company for the purchase of the Plot hereinafter referred to as 'Earnest Money Deposit' and in consideration of the Allottee having agreed to pay the remaining Basic Sale Price, and all other charges as described in the Payment Plans recorded herein below and in the manner indicated therein, the Owners hereby agree to sell and the Allottee hereby agrees to purchase the Plot in _____ the Block No. _____ in the said Plotted Colony named and known as "Aqasia Enclave" subject to the terms and conditions set out hereunder.

DETAILS OF PLOT

(Hereinafter referred to as the "Plot")

- II The Company has offered the following Payment Plan at Annexure I to this Agreement which the Allottee agrees and acknowledges undertakes to strictly adhere to.
1. The Allottee specifically agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, service tax, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Plot, as the case may be, as assessable/applicable from the date of offer of possession of the said Plot to the Allottee and the same shall be borne and paid by the Allottee in proportion to the area of the said Plot to the area of all the Plots in the said Project as determined by the Company.
 2. The Allottee undertakes to pay additionally to the Company, on demand, any increase in the External Development Charges (EDC) and Infrastructural Development Charges (IDC) levied, by whatever name called or in whatever form and with all such conditions imposed by the Rajasthan Government and/or any competent authority(ies) and such increase in EDC and IDC shall be borne and paid by the Allottee in proportion to the area of the said Plot to the total area of all the Plots in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the Sub-lease deed has been executed then such charges shall be treated as unpaid sale price of the said Plot and the Company shall have the first charge/lien on the said Plot for recovery of such charges from the Allottee.
 3. It shall be an essential condition of this allotment that the said Plot shall always be used for residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of Allotment entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Plot allotted to him.

For AQASIA HOMES LTD.
Director/ Auth. Signatory

Signature of the Allottee

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4. Subject to other clauses herein, the Company has allotted to the Allottee the Residential Plot in the said Project as per plans and specifications inspected, seen and agreed by the Allottee for a basic sale price, additional charges and preferential location charges as described in Annexure - I annexed to this Agreement in respect to the said Plot. The basic sale price, additional charges and preferential location charges shall be paid by the Allottee to the Company as per the payment plan opted by the Allottee in Annexure-I.
 5. The standard of internal development has been defined by the Company and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the Allottee and shall be payable as and when demand by the Company.
 6. That the price of the said Plot is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling, fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/ overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc.
 7. It is clarified that the External Electrification Charges, Interest Free Advance Maintenance Charges, Connection charges of Electric, Water and Sewerage etc. and other charges are not included in the aforesaid price and shall be payable by the Allottee in addition to the price of the said Plot. The Allottee shall pay the following amounts, on demand, to the Company as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Plot or as the case may be.
 - (i) The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on prorata basis and shall be payable by the Allottee on demand.
 - (ii) The individual Electricity Connection charges including deposit and Meter charges shall be borne by the Allottee.
 - (iii) The individual Water Connection charges from the Main supply line shall be borne by the Allottee.
 - (iv) The Sewerage Connection charges from the said Plot to the Main Sewerage line shall be borne by the Allottee.
 - (v) The Storm Water Connection charges from the said Plot to the Main line and Malba charges shall be borne by the Allottee.

For AQASIA HOMES LIMITED

Director & Signatory

Signature of the Allottee

8. Fire fighting equipment and/or preventive measures may be installed by the Company in the common area/township if required by any law/byelaws, order or directions or guidelines of the Govt./any Statutory Authority/ Body or if deemed necessary by the Allottee and the costs thereof shall be chargeable extra from the Allottee on prorata basis.
9. The cost of development of the said Plot is escalation free, save and except increases, which the Allottee hereby agrees to pay due to increase in area, increase in External Development charges, Government rates, taxes, cesses etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Company to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee in proportion to the area of his Plot to the total area of all the Plots in the said Project, as and when demanded by the Company.
10. The Allottee hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment plan. However, the Allottee has specifically agreed that if due to any change in the layout plan, the said Plot ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout plan, the said Plot becomes preferentially located, in such case, the Allottee shall be liable and agrees to pay the amount as and when demanded by the Company as preferential location charges.
11. The Allottee shall make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-I and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of "Aqasia Homes Ltd" payable at Delhi/Bhiwadi. The receipt of payment shall be issued by the Company in the name of first Allottee (in case the said Plot is allotted to joint Allottees) irrespective of payment received from any other person.
12. The Allottee may obtain finance from any financial institution/ bank or any other source for purchase of the said Plot, but the Allottee's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement. However, if any bank/ financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee shall not make such refusal/ delay an excuse for non-payment of any installments/ dues to the Company within stipulated time as per the payment plan.
13. In case of cancellation of allotment of the Plot on any account any amount which becomes refundable under the terms and conditions of this Agreement after the forfeiture of Earnest Money Deposit and other amounts as aforesaid would be refunded to the concerned financial institution / bank of the Allottee towards repayment of his/her/its loan in relation to the said allotment if the said financial institution/bank demands the same from the Owners/Company. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee directly with the financial institution without recourse to/ involving the Owners/Company.

For AQASIA HOMES LTD
Director/ Auth. Signatory

Signature of the Allottee

The Allottee of each Plot may create any encumbrances, only against the Plot allotted to him in the same manner and to the same extent as may be created in relation to any other separate parcel of property subject to individual ownership:

The Plot shall not be partitioned or sub-divided in any manner whatsoever.

14. The Allottee has agreed that out of the amount(s) paid/ payable by him for the said Plot allotted to him, the Company shall treat 25% of sale consideration as earnest money to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in this Agreement.
15. Timely payment of installments and other allied charges indicated herein is the essence of this Allotment. It shall be incumbent on the Allottee to comply with the terms of payment and the Allottee herein has agreed that Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee or if there is any other breach of terms of this Agreement, then this Allotment may be cancelled.
16. In the event of the failure of the Allottee to perform his obligations or fulfill all the terms and conditions set out in the Agreement, the Allottee hereby authorises the Company to cancel the Allotment of the said Plot and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable. The amount, if any, paid over and above the earnest money shall, however be refunded to the Allottee/ the financial institution as the case may be by the Company without any interest after re-allotment of the said Plot and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging interest at the rate of 12% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 18% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee for timely payment of installments and other allied charges, then the Allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. In case the allotment of the said Plot is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Plot. However the Allottee(s) may opt for cancellation only within six months from the date of allotment of the said Plot. Upon cancellation of the said Plot, this Agreement shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Plot.
17. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules 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 Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Agreement. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time. The Company accepts no responsibility in this regard.

For AQABIA HOMES I
Director/ Auth. Signatory

Signature of the Allottee

18. Unless a Conveyance Deed is executed and registered, the Company shall continue to have all authority over the said Plot and all amounts paid by the Allottee under this Allotment shall merely be a token payment for purchase of the allotted Plot and shall not give him any lien or interest on the said Plot until he has complied with all the terms and conditions of this Allotment and a Conveyance of the said Plot has been executed and registered in his favour. However the Allottee may obtain finance from any financial institution/bank or any other source for purchase of the said Plot, but the Allottees' obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement.
19. In case of Allottee seeking transfer of the allotment, the Owners/Company may permit the Allottee to do so provided that:-
- 19.1 The Allottee has executed this Agreement and signed/initialed the Facility Management Agreement;
- 19.2 The Allottee has deposited at least 2 installments up to 25% of the Basic Sale Price of the Plot;
- 19.3 The Allottee shall, for effecting such transfer of allotment, have paid to the Owners/Company the necessary administrative charges as applicable from time to time as may be determined and fixed by the Owners/Company/ Maintenance Agency keeping in view all the relevant factors for collecting administrative charges from the Allottee;
- 19.4 The Allottee has submitted an appropriate letter of request for transfer of allotment in favor of the Allottee/proposed transferee. The said letter of request would be duly signed by all the concerned parties and would be accompanied by a no objection letter/certificate from the concerned Financial Institutions or bankers, in case payment against the said booking was made by the Allottee by raising funds/loans from any financial institutions/bankers;
- 19.5 The consent of the Owners/Company shall be subject to applicable laws and notifications or any government directions as may be enforced at the relevant time;
- 19.6 The Allottee shall be solely responsible and liable for all legal, monetary and any other consequences that may arise from such transfer and except to the extent stated in this Clause 7, the Owners/Company shall have no direct or indirect involvement in any manner whatsoever.
- 19.7 In its sole discretion the Owners/Company may impose any additional conditions on the Allottee at the time of granting their consent for transfer or may decline to permit such transfer if the Owners/Company do not approve of the proposed transferee for any reason whatsoever.
- 19.8 Any purported transfer by the Allottee in violation of this Agreement shall be a default on the part of the Allottee entitling the Owners/Company to cancel this Agreement and refund the amounts paid by the Allottee after deducting the Earnest Money, interest if any paid/payable and any other amounts of a non-refundable nature.
20. The Company shall be responsible for providing internal services within the said Project which inter-alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

For AQASH HOMES LIMITED
Director/ Auth. Signatory

Signature of the Allottee

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This Allotment is subject to the terms and conditions of sanction of layout plan and/or licenses issued by Town Planning Authority or any other authorities in respect of the said Land/said Project to the Company and the amendments, if any, suggested/directed by the said Authority and the Allottee hereby accept and agree to abide by the same.

22. (a) The Company shall complete the development of the Plot/Project so that the plots can be handed over within 18 (Eighteen Months) months or within an extended period of six months from the date of signing of this Agreement by the Allottee, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to various Plot Allottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Plot to the Allottee. If any facility or amenity is not completed within the said period, the same shall not be treated as any default. However before the completion certificate is obtained, all facilities would be completed. Company would be entitled to obtain partial completion.

(b) The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in delivery of possession of the said Plot to the Allottee(s) if the delay is caused due to carrying out any alternate/additional work demanded by the Allottee(s) in the said Plot at any point of time during development of the said Plot.

- (c) The Company shall offer in writing to the Allottee to take over, occupy and use the said Plot within thirty (30) days from the date of offer of possession and the Company shall hand over the said Plot to the Allottee for his occupation and use subject to the Allottee having complied with all the terms and conditions of this Agreement and is not in default under any of the terms and conditions herein and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Allottee shall within the time stipulated by the Company in the notice offering possession, take over possession of said Plot from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee of all the dues permit the Allottee to occupy and use the said Plot. If the Allottee fails to take over the said Plot as aforesaid within the time limit prescribed by the Company in its notice, the said Plot shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Plot on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Plot or for any other purpose.

- (d) If for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee's money will be refunded on demand along with interest @ 6% p.a. from the happening of such eventuality after compliance of certain formalities by the Allottee(s).

For AQASIA HOMES LTD.

Director/Authorized Signatory

Signature of the Allottee

23. (a) The Allottee shall, after taking possession or deemed possession of the said Plot, as the case may be, or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Plots adjoining the said Plot sold to the Plot Allottee.
- (b) The Company is authorized to raise loan by creating mortgage of the project land from any financial institution and the allottee/buyer will have no objection in this regard. However, such mortgage, if created will be foreclosed and/or the Company will ensure that the same is not an impediment in handing over possession of the said Plot to the allottee/buyer.
28. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges and dues being received), execute the Conveyance Deed of the Plot in favour of the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
- (b) The stamp duty, registration fee and other charges for execution and registration of this Allotment, Conveyance Deed or any other Deed with respect to the said Plot shall be payable by the Allottee within the time specified in call notice given by the Company to the Allottee as applicable at the time of execution and as demanded by the Authorities.
29. (a) The Allottee shall be entitled to possession of the said Plot only after all the amounts payable under this Agreement are paid and the Conveyance Deed in respect of the said Plot is executed and duly registered with the Sub-Registrar concerned.
- (b) The Allottee(s) after taking possession of the said Plot shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Plot or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee.
30. The Company alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc
31. The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/ assigned to any other body or any other maintenance agency.
32. (a) That in order to provide necessary maintenance services, the Company may, upon the completion of the said Project, hand over the maintenance of the said Project to any body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Company in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Project including other common areas, landscaping and common lawns, water bodies of the Project will be organized by the Company or its nominated Maintenance Agency. The Plot Allottee(s) agrees and consents to the said arrangements. The Plot Allottee(s) shall pay maintenance charges which shall be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Plot Allottee(s) shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified failing which it shall also disentitle the Plot Allottee(s) to the enjoyment of common services including electricity, water etc.

For AQASIA HOMES LTD.
Director/ Auth. Signatory

Signature of the Allottee

- (b) The Allottee(s) hereby agrees to pay to the Company interest free Advance Maintenance Charges in order to secure adequate provision of the maintenance services and for due performance of the Allottee in paying the maintenance charges and other charges as raised by the maintenance Agency. It is agreed by the Allottee that, in order to smoothen the function and mechanism of payment of monthly Maintenance Charges, the monthly bills for the Maintenance Charges shall not be delivered to the Allottee on monthly basis; rather such Maintenance Charges shall be adjusted against such interest free Advance Maintenance Charges at the discretion of the Company/ the Maintenance Agency. To clarify, no maintenance charges shall be paid by the Allottee on month to month basis till such period the interest free Advance Maintenance Charges is fully exhausted.
 - (c) The Allottee agrees to pay the said interest free Advance Maintenance Charges as per the schedule of payment given in Agreement. A separate Maintenance Agreement between the Allottee and the Company or its Nominee/ Maintenance Agency will be signed at a later date.
 - (d) Subject to Clause (b) stated herein above, in case at any time, any Maintenance Agency/ the Resident Welfare Association (RWA) of the Project takes over the Maintenance Services of the Project, then the Company shall have the right to transfer the interest free Advance Maintenance Charges paid by the Allottee(s) after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee to such Maintenance Agency/ Resident Welfare Association (RWA), as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the aforesaid interest free Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee on account of the same.
 - (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot, roof top, terrace, balconies etc. of the building constructed on the said Plot for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Buyer(s) hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the building constructed on the said Plot to enter into the said building in order to prevent any further damages/ losses to life/ property in the said or adjoining Building/ Project.
33. That the Allottee(s) hereby agrees to become member of the state of the art in-house Club on payment of fees and charges, as may be applicable. The Club shall be managed by the Company and/or its nominee. The Allottees(s) shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. It is clarified that the ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Company and/ or its nominee appointed for this purpose. The Allottees(s) shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club.
34. The said Project shall always be known as "Aqasia Enclave" and this name shall never be changed by the Plot Allottee(s) or anybody else.

for AQASIA HOMES LTD
Director/ Auth. Signatory

Signature of the Allottee

- 35. The Company shall have the first lien and charge on the said Plot, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Company under this Allotment.
- 36. The terms and conditions contained herein shall be binding on the Occupier of the said Plot and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
- 37. That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse etc. anywhere in the said project; save and except at areas/places specifically earmarked for these purposes in the said Project.
- 38. Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Company.
- 39. That in case the Allottee Failure on the part of the Owners 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.
- 40. If any provision of this Agreement is inconsistent with the purpose of this Agreement, the same shall be deemed to have been amended/deleted to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 41. Forwarding this Agreement upon allotment to the Allottee by the Owners does not create a binding obligation on the part of the Owners until the Allottee signs and delivers this Agreement with all the annexures along with the payment due as stipulated in the Payment Plans within twenty-one (21) days from the date of issue of Agreement by the Owner / Company provisionally allotting the within mentioned Plot to the Allottee (s). If the Allottee fails to execute and deliver this Agreement to the Authorized Signatory of the Owners within the stipulated time as aforesaid, then the application of the Allottee shall be treated as cancelled and the Earnest Money paid by the Allottee shall stand forfeited. If the counterpart of this Agreement is not executed by the Authorized Signatory of the Owners and dispatched to the Allottee within 21 days from the date of its receipt from the Allottee, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities hereunder against the other.
- 42. This Agreement, is the only Agreement touching upon the purchase of the Plot by the Allottee and supersedes any other Agreement or arrangement whether written or oral, if any, between the parties and variation in any of the terms hereof except under the signature of the Authorized Signatory of the Owners, shall not be binding on the Owners. In the event of any conflict in interpretation of the terms of this Agreement and any other document as aforesaid, the terms of this Agreement shall override the terms of the other documents.

or AQASIA HOMES LIMITED
Director/Author. Signatory

Signature of the Allottee

3. The Owners reserve the right to correct, modify, amend, change all the annexures attached to this Agreement and also annexures which are indicated to be tentative and notify the same to the Allottee at any time prior to or upon conveyancing of the Plot, as deemed necessary by the Owners at their sole discretion.
44. If any provision of this Allotment is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Allotment and to the extent necessary to confirm to applicable law and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Allotment void.
45. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Plot as the said obligations go along with the Plot for all intents and purposes.
46. (a) The Allottee shall confirm that it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application/this Agreement shall be deemed to be the Registered Address of the Allottee until the same is changed in the manner aforesaid.
- (b) In case of joint Allottee(s), all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- (c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee and which shall fully and effectually discharge the Company/nominee.
47. For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company, a firm or any other body corporate or organization or an association.
48. That if at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.

For AQASIA HOMES I.
 Director/ Auth. Signatory

Signature of the Allottee

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49. (a) The terms and conditions contained hereinabove shall be interpreted in a manner so as to cover laws and rules prevailing in India and conform to Public Policy and/or Fair Trade Practices.
- (b) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- (c) All or any disputes arising out of or touching upon or in relation to the terms 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 arbitration of the sole arbitrator to be appointed by the Managing Director of the Company. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. The Courts at Rajasthan and Delhi shall have jurisdiction in all the matters arising out of or touching upon and/or in connection with this Allotment.

SCHEDULE OF PLOT

The plot of land bearing no. _____ admeasuring _____ sq.yds.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at places and on the day, month and year mentioned under their respective signatures.

SIGNED, SEALED AND DELIVERED by
the within named Owners acting through
their Authorized Signatory,

or AQASIA HOMES
Director/Auth. Signatory

Signature of the Allottee

_____ of

M/s Aqasia Homes Ltd.
within named Company

Mr. _____

Authorized Signatory

SIGNED, SEALED AND DELIVERED by the within named

Allottee 1

Name: _____

Date: _____

Place: _____

Allottee 2

Name: _____

Date: _____

Place: _____

Allottee 3

Name: _____

Date: _____

Place: _____

Allottee 4

Name: _____

Date: _____

Place: _____

Mr./Mrs. _____

In the presence of:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

AQASIA HOMES LTD
Director/ Auth. Signatory

Signature of the Allottee

ANNEXURE-I

PLOTNO _____

AREA _____ SQ YDS

PAYMENT PLAN

	Description	
1	At the time of Booking	%
2	Within 45 days of Booking	10%
3	On Allotment	15%
4	On start of Development Work + 50% EDC/IDC	15%
5	On Laying of WBM Road + 50% EDC/IDC	15%
6	On Laying of Sewer Line + 100% PLC	10%
7	On Laying of Water Line + 100% Club membership	15%
8	On offer of Possession + 100% IFMS + 100% high tech Security + 100% Substation Equipment Cost + 100% Lease Rent + 100% Utility Room Charges + Other Charges (if any)	5%
	Total	100%

PREFERENTIAL LOCATION CHARGES:

	Type of Plots	PLC (in %)
1	Corner Plot	7% of BSP
2	Green Facing	10% of BSP
3	Corner Plot Two Side Open on 18 mtr wide road & 9 mtr wide road	10% of BSP

ADDITIONAL CHARGES:

1	Club Membership	Rs. 100000/-
2	Interest Free Maintenance Security (IFMS)	Rs. 150/- per sq yd
3	EDC/IDC	Rs. 500/- per sq yd
4	Substation Equipment Cost	Rs. 200/- per sq yd
5	Utility Room Charges	Rs. 150/- per sq yd
6	Lease Rent	Rs. 100/- per sq yd
7	High-tech Security System (CCTV)	Rs. 25000/- per unit or as per actual

for AQASIA HOMES LTD.
Director/Authorized Signatory

Signature of the Allottee

FORM-G

[see rule 9]

Agreement for Sale

Affix Color
photograph
of Allottee/
First Allottee
with
signature
across the
photograph

Affix Color
photograph
of the
authorized
signatory of
Promoter
with
signature
across the
photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at

By and Between

[if the promoter is a company]

M/s(CIN No.) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at and its corporate office at and its PAN is....., represented by its auothorised signatory.....(Aadhar No.) authorised vide board resolution dated hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

OR

[if the promoter is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at and its PAN is..... represented by its auothorised partner.....(Aadhar No.) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AQASIA HOMES
Director/Authorized Signatory

OR

[if the promoter is an individual]

Mr./Mrs./Ms..... (Aadhar No.....) son/daughter/wife of Mr. aged about years, R/o.....its PAN is..... (hereinafter singly/ jointly, as the case may be, referred to as the "Promoter", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the ONE PART.

AND

[if the allottee is an individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr. aged about years, R/o..... (Aadhar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at and its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal

AQASH HOMES L.L.P.
Director/Authorized Signatory

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successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....)
son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (d) "Para" means a Para of this Agreement;
- (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (f) "Regulation" means the Regulation made under the Act;
- (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (h) "Schedule" means the Schedule attached to this Agreement; and
- (i) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other

OF AQASIA HOMES
Director/Auth. Signatory

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law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. the Promoter is in lawful possession of the land khasara No. of revenue village situated in, Tehsil..... /City.....District with a total area admeasuring of square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from or from Development Authority/ Urban Improvement Trust/ Municipal Corporation/ Council / Board in auction, as stated in the Conveyance deed/ Lease-deed dated, registered on in the office of Sub- Registrar in its Book No. Volume No. at Page No..... bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No.

OR

the owner of the Land is Mr./Mrs./M/s..... son/daughter/wife of

R/o..... The Land was purchased by such owner from or from Development Authority/ Urban Improvement Trust/ Municipal Corporation/ Council / Board in auction, as stated in the Conveyance deed/ Lease-deed dated, registered on in the office of Sub- Registrar in its Book No. Volume No. at Page No..... bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No. the consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on in the office of Sub- Registrar in its Book No. Volume No. at Page No..... bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No.

C. the said land is earmarked for the purpose of[commercial/residential/any other purpose] project, comprising multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as ("Project")

For AQASIA HOMES LTD.
Director/Asst. Secretary

OR

the said land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as ("Project")

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

D.the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. the[Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide its approval number dated

F. the Land is free from all encumbrances.

OR

the details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under :-

.....
.....
.....

G.the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as '.....' , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring square meters situated at and latitude & longitude of the end points of the Project are respectively. The location details are fully described in the Schedule-I.

H.the Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is

For AQASIA HOMES LIMITED
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This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

I. the layout plan/ site plan of the Project (..... Phase / whole Project) has been sanctioned vide No..... dt..... by the (competent authority), and copy of which is enclosed as Schedule-2.

J. approval of specifications of the Project and permission of building construction upto.....meters height (.....floor) under the relevant legal provisions has been accorded vide No..... date..... by the (competent authority). The specifications of the Project are as under :-

.....
.....
.....
.....

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

K. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.

L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

.....
.....
.....
.....

M. the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

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.....

N. the details of other external development works to be taken for the Project are as under :-

.....

O. the details of specifications of material used in construction are as under :-

.....

P. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

Q. temporary fire NOC for the Project has been accorded by the..... vide No..... dated.....
(Applicable only in case such NOC is required under local law)

R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date.....
(Applicable only in case such NOC is required under local law)

S. Environmental Clearance from the department concerned has been obtained or the Project.
(Applicable only in case such clearance is required under local law)

T. Public Health & Engineering Department has also given NOC for developing the Project
(Applicable only in case such NOC is required under local law)

OF AQASIA HOMES LIM.
 Director/ Auth. Signatory

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U. the Promoter has opened a separate account in Branch of..... Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

V. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. the Alottee has applied for an apartment in the Project vide application no. dated and has been allotted apartment no. having carpet area of square feet, type, on floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking/basement car parking/stilt car parking.

or

the Alottee has applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet and plot for garage/covered parking no. admeasuring square feet (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;

X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

ANASIA HOMES LTD.
Director/ Auth. Signatory

- Y. 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;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para V.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'W'
- 1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs. (in words Rupees..... only) ("Total Price") (Give break-up and description):-

Block/ Building/ Tower no..... Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

for AQASIA HOMES LI
Director/Authorized Signatory

OR

and (if/as applicable)

Plot No.	Rate of Plot per square feet*
Type	
Location	
Total price (in Rupees)	-----

* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation :

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority,

for AQASIA HOMES LI
Director/Authorized Signatory

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 to the Allottee(s), the amount payable as stated in (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 paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the 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 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations 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.

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below :-

Stage of development works &	Percentage of the Total Price as calculated under	Installment Amount in Rs.	Period within which the installment
------------------------------	---	---------------------------	-------------------------------------

for AQADIA HOMES
Director/Asst. Secretary

completion of the Unit (with details of works)	Term & Condition No. 1.2		amount is to be paid by the Allottee

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, 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 than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges. the Allottee shall have the right to the Apartment/ Plot as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;

For AQASIA HOMES
Director/ Auth. Signatory

- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent , self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

For AQASIA HOMES LIMITED
 Director/Ann. Secretary

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- 1.11 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at ----- .

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation 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 FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not

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be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

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 Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT / PLOT:**

- 7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on-----
-- , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall

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be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance

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Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 Project;

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

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Director/Signatory

(iii) There are no encumbrances upon the said Land or the Project;

(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

(In case litigation, give details)

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

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

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

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

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 :

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Director
Signature

9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement 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 clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his 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, 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 interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting

For AQASIA HOMES LTD.
Director/ Auth. Stamp

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the booking amount and the interest liabilities and this Agreement 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 SAID APARTMENT/ PLOT :

The Promoter, on receipt of Total Price of the Apartment/ Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.

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 such development is brought to the notice of the Promoter within a period of 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 thirty days, 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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance

for AQASIA HOMES LIMITED
Director/Asst. Manager

Society to enter into the Apartment/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes 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 further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Aloottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions..

For AQASIA HOMES L I
Director/ Auth. Signatory

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

The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

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 said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.

19. **BINDING EFFECT :**

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 this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee 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.

20. **ENTIRE AGREEMENT:**

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

For AQASIA HOMES LIMITED
Director/Asst. Secretary

21. **RIGHT TO AMEND :**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

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

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

23.2 Failure on 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.

24. **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 the conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. **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 Project, the same shall be the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

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26. **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.

27. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

28. **NOTICES:**

All the 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:-

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

It shall be the duty of the Parties to inform each other of any changes 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.

29. **JOINT ALLOTTEE:**

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

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment,

For AQASIA HOMES LIMITED
Director/ Auth. Signatory

plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. **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, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at on

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For **AQASH HOMES LIMITED**
Director/ Auth. Signatory

PROMOTER
For and on behalf of M/s
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

For AQASIA HOMES LIMITED
Director/Am. Secretary

- 2- The piece and parcel of the plot of land in site is bounded on the :-
 In North
 In South
 In East
 In West
 And measuring
 North to South
 East to West
- 3- Latitude/ Longitude of the end points of the Project
 In North
 In South
 In East
 In West
- 4- Other details of the location of the Project
- 5- Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4

**[Description of the Apartment/Plot and Garage/Covered Parking (if applicable)
 alongwith boundaries in all four directions]**

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

For AQASIA HOMES LIMITED
 Director/Am. Secretary

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

For AQASIA HOMES LIMITED
Director/AUTH. SIGNATURE