AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ the day of _____, 202_;

BY AND BETWEEN

DLF LIMITED (CIN.: _____), a company incorporated under the provisions of the Companies Act, 1956 and existing under the provisions of the Companies Act, 2013, having its registered office at 3rd floor, DLF Shopping Mall, Arjun Marg, DLF City Phase I, Gurugram 122002, Haryana and its corporate office at _____ (PAN.: _____), represented by its Authorized Signatory _____ (Aadhar No.) _____authorized vide Board Resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

[If the **Allottee** is a company]

_____(CIN.: _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory_____, (Aadhar No. _____, authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the **Allottee** is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN_____) represented by its authorized partner, (Aadhar No._____) authorized vide_____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the Said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns).

[OR]

[If the **Allottee** is an Individual]

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

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

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

[OR]

[If the **Allottee** is a HUF]

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

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

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

DEFINITIONS:

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

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

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

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

WHEREAS:

A. DLF Utilities Limited was the absolute and lawful owner of land admeasuring 10724.17 sq. mts. (2.65 acres) falling in part of Khasra Nos. 1985/1, 1986, 1987, 2061, 2062, 2063 & 2064 situated at Village Wazirabad, Sector 54 in Sub-Tehsil Wazirabad, District Gurugram, Haryana (hereinafter referred to as the **Said Land**) *vide* sale deed(s) dated 31.03.1992 registered as documents no. 9692, 9693 and 9694; dated 24.11.1989 registered as document no. 7044; dated 14.06.1990 registered as document no.2296; dated 06.11.1989 registered as document no. 6512; dated 09.01.1990 registered as documents no. 8649; both dated 15.06.1990 registered as documents no. 2397 and 2398; dated 16.08.1989 registered as documents no. 3829; dated 11.10.1989 registered as documents no. 5800; dated 30.01.1990 registered as documents no. 9397, registered at the office of the Sub-Registrar. The Hon'ble National Company Law Tribunal, Chandigarh Bench in case number CP (CAA) No.14/Chd/Hry/2020 vide its order dated 02.02.2022 has approved a scheme of arrangement between various companies including demerger / transfer of real estate undertaking of DLF Utilities Limited (Demerged Co.) with DLF Limited **(Promoter**) with effect from the Appointed date i.e. 01.04.2021, whereby the real estate business of M/s. DLF Utilities Limited was demerged and merged into DLF Limited, the **Promoter** herein. All the properties, assets and liabilities pertaining to its real estate business, including the **Said Land** stood transferred to and vested in DLF Limited, the **Promoter** herein.

B. The **Said Land** is earmarked for the purpose of building commercial project and the said project shall be known as '**Summit Plaza**' ("**Project**") situated at DLF5, Gurugram, Haryana.

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

D. The Directorate Town and Country Planning, Haryana has granted sanction to develop the Project vide the Building Plan approval dated 14.01.2025 bearing Memo No. ZP-1188-Vol.-III/JD(RA)/2025/1816.

E. The **Promoter** has obtained approval on the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the **Project** as the case may be, from the Department of Director Town and Country Planning, Haryana. The **Promoter** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the **Act**/any other laws of the State as applicable.

F. The **Promoter** has registered the **Project** under the provisions of the **Act** with the Haryana Real Estate Regulatory Authority at Gurugram on_____ under registration No. _____.

G. The **Allottee** had applied for a commercial unit in the **Project** vide Application No. _____dated _____ and has been allotted the commercial unit No. _____, having **Carpet Area** of _____sq.mts. (_____sq.ft.) area (**if any**) _____sq.mts.(_____sq.ft.) on _____ floor in the building ("**Building**") along with stilt/ basement parking No. (if applicable) _____ admeasuring _____ square feet in the _____ [*Please insert the location of the said parking*], as permissible under the applicable laws and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of **Rules**, 2017 of the **State** (hereinafter referred to as the "**Said Commercial Unit**" more particularly described in **Schedule-A** and the floor plan of the **Said Commercial Unit** is annexed hereto and marked as **Schedule-B**).

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

I. As a consequence of approval of scheme of arrangement by the Hon'ble National Company Law Tribunal, Chandigarh Bench, the said Land stood transferred to the Promoter, as a result thereof, the ownership of the said Land stood vested with the Promoter.

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

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

L. In accordance with the terms and conditions of this **Agreement** and as mutually agreed upon by and between the **Parties**, the **Promoter** hereby agrees to sell and the **Allottee** hereby agrees to purchase the **Said Commercial Space** for commercial usage (as the case may be) alongwith parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this **Agreement**, the **Promoter** agrees to sell to the **Allottee** and the **Allottee** hereby agrees to purchase the Said Commercial Unit alongwith parking (if applicable) as specified in Para G.

1.2 The **Total Price** for the built up **Said Commercial Unit** for commercial usage alongwith parking (if applicable), based on the **Carpet Area** is **Rs. _____/- (Rupees _____ only)** ("**Total Price**") (Give break up and description):**"**):

Said Commercial Unit No. _____ **Type / Usage:** Shop ☐ Office ☐ Restaurant ☐ Cinema ☐ **(*Please tick the appropriate*)** **Floor** _____	Rate of **Said Commercial Unit** per square feet
Unit Price (in rupees) Applicable taxes and cesses payable by the **Allottee**. (This includes GST payable at rates as specified from time to time, which at present is 12% on Unit Price, which is 18% on 2/3rd of the Unit Price)	
Total Price (in rupees)	

Explanation

(i) The **Total Price** as mentioned above includes the **Booking Amount** paid/payable by the **Allottee** to the **Promoter** towards the **Said Commercial Unit** for commercial usage.

(ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

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

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

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

(iv) The **Total Price** of **Said Commercial Unit** for commercial usage alongwith parking (if applicable) includes recovery of price of land, development/ construction of not only the **Said**

Commercial Unit but also the Common Areas (if applicable),, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the **Said Commercial Unit** , lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within **Said Commercial Unit** for commercial usage alongwith parking (if applicable) in the **Project**.

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

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

1.5 The **Promoter** may allow, in its sole discretion, a rebate for early payments of instalments payable by the **Allottee** by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an **Allottee** by the **Promoter** unless agreed upon by the **Allottee**.

1.6 It is agreed that the **Promoter** shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-D** and **Schedule-E**, (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the **Said Commercial Unit** without the previous written consent of the **Allottee** as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions/ guidelines of the competent authorities.

Provided that the **Promoter** may make such minor additions or alterations as may be required by the **Allottee**, or such minor changes or alterations as per the provisions of the **Act** and **Rules** made thereunder or as per approvals / instructions / guidelines of the competent authorities.

1.7 The **Promoter** shall conform to the **carpet area** that has been allotted to the **Allottee** after the construction of the **Building / Said Commercial Unit**, as the case may be, is complete and the occupation certificate / part occupation certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the **carpet area**. The **Total**

Price payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is reduction in the carpet area, then the **Promoter** shall refund the excess amounts paid by the **Allottee** within 90 (Ninety) days with annual interest at the rate prescribed in the **Rules**, from the date when such an excess amount was paid by the **Allottee**. If there is any increase in the carpet area**,** which is not more than 5% of the carpet area of the **Said Commercial Unit** allotted to the Allottee, the **Promoter** may demand that from the **Allottee** as per the next milestone of the **Payment Plan** as provided in **Schedule-C**.

All these monitory adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this **Agreement**.

1.8 Subject to Para 9.3 the **Promoter** agrees and acknowledges, the **Allottee** shall have the right to the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) as mentioned below:

(i) The **Allottee** shall have exclusive ownership of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable);;

(ii) The **Allottee** shall also have rights in the **Common Areas**, as provided under Rule 2(1)(f) of Rules, 2017 of the State. The **Allottee** shall use the **Common Areas** along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the **Common Areas** to the association of allottees/competent authorities after duly obtaining the occupation certificate/part occupation certificate/part completion/completion certificate from the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 of the State;

(iii) The **Allottee** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Commercial Unit** for commercial usage.

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

1.10 The **Allottee** has paid a sum of _____(Rupees _____only) as **Booking Amount** being part payment towards the **Total Price** of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) at the time of application; the receipt of

which the **Promoter** hereby acknowledges and the **Allottee** hereby agrees to pay the remaining price of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) as prescribed in the **Payment Plan** [**Schedule -C**] as may be demanded by the Promoter within the time and in the manner specified therein.

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

2 MODE OF PAYMENT:

Subject to the terms of the **Agreement** and the **Promoter** abiding by the construction / development milestones, the **Allottee** shall make all payments, on written demand by the **Promoter**, within the stipulated time as mentioned in the **Payment Plan [Schedule-C**] through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of "**DLF Limited**" payable at _____.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The **Allottee** authorizes the **Promoter** to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the **Allottee** against the **Said Commercial Unit** for commercial usage alongwith parking (if applicable), if any, in his/her name and the **Allottee** undertakes not to object/demand/direct the **Promoter** to adjust his payments in any manner.

5 TIME IS ESSENCE:

The **Promoter** shall abide by the time schedule for completing the **Project** as disclosed at the time of registration of the **Project** with the authority and towards handing over the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) to the **Allottee** and the **Common Areas** to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

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

The **Promoter** shall develop the **Project** in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. Subject to the terms in this **Agreement**, the **Promoter** undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the provisions and norms prescribed by the relevant State laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the **Act** and **Rules** made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the **Promoter** shall constitute a material breach of the **Agreement**.

7 POSSESSION OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE:

7.1 Schedule for possession of the Said Commercial Unit for commercial usage-

The **Promoter** agrees and understands that timely delivery of possession of the **Said Commercial Unit** for commercial use alongwith parking (if applicable) to the **Allottee** and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of **Rules**, 2017, is the essence of the **Agreement**.

The **Promoter** assures to hand over possession of the **Said Commercial Unit** for commercial usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions by _____[date], unless there is delay due to **"***force majeure***",** Court orders, Government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Allottee** agrees

that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Commercial Unit** for commercial usage.

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

7.2 **Procedure for taking possession of Said Commercial Unit:**

The **Promoter**, upon obtaining the occupation certificate or part thereof of the **Building** in the Project, shall offer in writing the possession of **Said Commercial Unit** within 3 (three) months, from the date of above approval, to the **Allottee** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Allottee** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** alongwith parking (if applicable) at the time of conveyance of the same. The **Allottee,** after taking possession**,** agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be.

(B) Procedure for taking possession of built-up Unit/Apartment—

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/Commercial/IT Colony/Industrial/any other usage (as the case may be) alongwith parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the Said Commercial Unit for commercial usage alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the **Promoter**/association of allottees/competent authority, as the case may be.

7.3 **Failure of Allottee to take Possession of Said Commercial Unit for commercial usage:**

Upon receiving a written intimation from the **Promoter** as per para 7.2, the **Allottee** shall take possession of the **Said Commercial Unit** for commercial usage from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in

the **Agreement**, and the **Promoter** shall give possession of the **Said Commercial Unit** for commercial usage to the **Allottee** as per terms and conditions of the **Agreement**.

In case the **Allottee** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in para 7.2, such **Allottee** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 7.2.

7.4 **Possession by the Allottee:**

After obtaining the occupation certificate of the **Building** in respect of the **Project** and handing over the physical possession of the **Said Commercial Unit** for the commercial usage alongwith parking (if applicable) to the **Allottee,** it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and **Common Areas** to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017**.**

7.5 **Cancellation by Allottee:**

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

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

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

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

Except for occurrence of a *force majeure,* Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable)**..**

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

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the **Act**; or for any other reason; the **Promoter** shall be liable, on demand to the **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 **Said Commercial Unit** for commercial usage, with interest at the rate prescribed in the **Rules**

including compensation in the manner as provided under the **Act** within ninety days of it becoming due.

Provided that if the **Allottee** does not intend to withdraw from the **Project**, the **Promoter** shall pay the **Allottee** interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the **Said Commercial Unit** for commercial usage, which shall be paid by the **Promoter** to the **Allottee** within ninety days of it becoming due.

In case obligation is not complied with by the **Promoter**

(i) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Commercial Unit** for commercial usage, with interest at the rate prescribed in the **Rules** in case the **Allottee** wishes to withdraw from the **Project**.

(ii) in case **Allottee** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72.

(iii) if the **Allottee** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Allottee** interest at the rate prescribed in the **Rules** for every month of delay till the offer of the possession of the **Said Commercial Unit** for commercial usage.

(iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16 of **Rules**.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

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

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

(iv) All approvals, sanctions and permissions issued by the competent authorities with respect to the **Project** as well as for the **Said Commercial Unit** for commercial usage being sold to the **Allottee** are valid and subsisting and have been obtained by following due process of law.

Further, the **Promoter** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the **Project** as well as for the **Said Commercial Unit** for commercial usage and for Common Areas as provided under Rule 2(1)(f) of Rules, 2017;

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

(vi) The **Promoter** has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the **Said Land**,

including the **Project** and the **Said Commercial Unit** for commercial usage which will, in any manner, affect the rights of **Allottee** under this **Agreement;**

(vii) The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the **Said Commercial Unit** for commercial usage to the **Allottee**, in the manner contemplated in this **Agreement**;

(viii) At the time of execution of the conveyance deed, the **Promoter** shall handover lawful, vacant, peaceful, physical possession of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable) to the **Allottee,** Common Areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;

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

(x) The **Promoter** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the **Project** to the competent authorities till the offer of possession of the **Said Commercial Unit** has been issued, and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

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

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *"Force Majeure",* Court orders, Government policy / guidelines, decisions, the **Promoter** shall be considered under a condition of Default, in the following events:

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

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

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

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

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

Provided that where an **Allottee** does not intend to withdraw from the **Project** or terminate the **Agreement**, he shall be paid, by the **Promoter**, interest at the rate prescribed in the Rules, for every month of delay till the \\ of handing over of the possession of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable),, which shall be paid by the **Promoter** to the **Allottee** within ninety days of it becoming due.

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

(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

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

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

10 CONVEYANCE OF THE SAID COMMERCIAL UNIT:

The **Promoter**, on receipt of **Total Price** of the **Said Commercial Unit** for commercial usage alongwith parking (if applicable),, shall execute a conveyance deed in favour of **Allottee** preferably within three months but not later than six months from possession.

Provided that, the **Said Commercial Unit** is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Area as provided under Rule 2(1)(f) of Rules, 2017. However, in case the **Allottee** fails to deposit the stamp duty and /or registration charges, other ancillary charges within the period mentioned in the notice, the **Allottee** authorizes the **Promoter** to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the **Allottee** to the **Promoter**.

11 MAINTENANCE OF THE BUILDING/ SAID COMMERCIAL UNIT / PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the **Project** till the taking over of the maintenance of the **Project** by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the **Project**, as the case may be. The cost of such maintenance has been included in the **Total Price** of the **Said Commercial Unit** for commercial usage.

In case, the **Allottee**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

[The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.][1]

---

[1] In ANNEXURE 'A', in serial number 12, after the proviso, above words and signs added, vide Rule 26 (iii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

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

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE SAID COMMERCIAL UNIT:

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

15.2 The **Allottee**/Association of allottees further undertakes, assures and guarantees that he / she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the **Project**, buildings therein or **Common Areas**. The **Allottee(s)** shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the **Allottee/** Association of allottees shall not store any hazardous or combustible goods in the **Said Commercial Unit** for commercial usage and parking (if applicable) or place any heavy material in the common passages or staircases of

the **Building**. The **Promoter** /**Allottee/** Association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or common areas which otherwise are available for free access. The **Allottee/** Association of allottees shall also not remove any wall, including the outer and load bearing wall of the **Said Commercial Unit** for commercial usage and parking (if applicable),, as the case may be.

15.3 The Allottee/Association of allottees shall plan and distribute its electrical load in conformity with the electrical system installed by the **Promoter** and thereafter the association of allottees and/ or maintenance agency appointed by the association of allottees/ competent authority. The **Allottee** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The **Parties** are entering into this **Agreement** for the allotment of **Said Commercial Unit** for commercial usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the **Project**.

17 ADDITIONAL CONSTRUCTIONS:

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

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19 APARTMENT OWNERSHIP ACT OF HARYANA

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

Details of approvals/ compliances:

S. No	Approval/Order	Memo No.	Date

-	-	-	-

20 BINDING EFFECT:

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

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

21 ENTIRE AGREEMENT:

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

22 RIGHT TO AMEND:

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

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

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

applicable) for all intents and purposes.

24 WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [**Schedule C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25 SEVERABILITY:

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

26 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:

Wherever in this **Agreement**, it is stipulated that the **Allottee** has to make any payment, in common with other allottee(s) in **the Project**, the same shall be in the proportion of the carpet area of the **Said Commercial Unit** for commercial usage and parking (if applicable) bears to the total area/carpet area of all the commercial units in the **Project**.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

The execution of this **Agreement** shall be complete only upon its execution by the **Promoter** through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the **Promoter** and the **Allottee**, in Gurugram after the **Agreement** is duly executed by the **Allottee** and the **Promoter** or simultaneously with the execution, the **Agreement** shall be registered as per provisions of the relevant State Act at Gurugram. Hence this **Agreement** shall be deemed to have been executed at Gurugram.

29 NOTICES:

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

Name of **Allottee(s)** _____

Allottee(s) Address. _____

Promoter Name: **DLF Limited**

Promoter Address: _____

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

30 JOINT ALLOTTEE:

That in case there are joint **Allottee**, 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**.

31 SAVINGS:

Any application, letter, allotment letter, agreement, or any other document signed by the **Allottee**, in respect of the **Said Commercial Unit**, prior to the execution and registration of this Agreement for sale for the **Said Commercial Unit**, shall not be construed to limit the rights and interests of the **Allottee** under the **Agreement** for Sale or under the **Act** or the **Rules** or the regulations made thereunder.

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

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

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (*city/town name*) in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Name _____

Address _____

Please affix photograph and sign across the photograph

(2) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

(3) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

At __ _ _ _ _ _ _ _ _ _ _ _ _ _ _on _ _ _ _ _ _ _ _ _ _ _ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

(to be completed by the **Allottee**)

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter :

(1) Signature (Authorised Signatory)

Name _____

Address _____

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature_____

Name _____

Address_____

SCHEDULE 'A'- DESCRIPTION OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE
SCHEDULE 'B'- FLOOR/ SITE PLAN OF THE SAID COMMERCIAL UNIT
SCHEDULE 'C' - PAYMENT PLAN
SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE
SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT

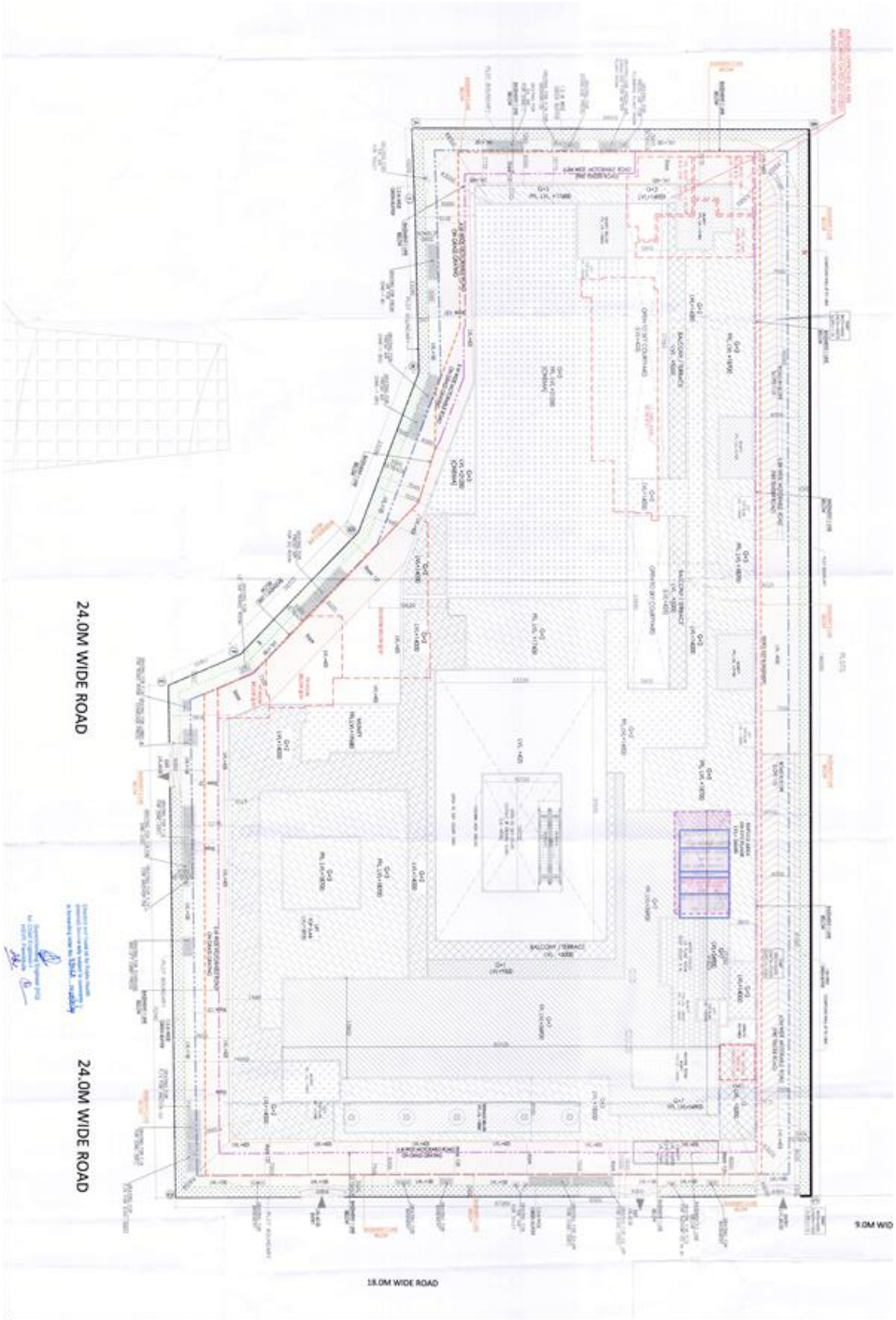
SCHEDULE 'A'

DESCRIPTION OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE

SCHEDULE 'B'
FLOOR/ SITE PLAN OF THE SAID COMMERCIAL UNIT

FLOOR PLAN OF THE SAID COMMERCIAL UNIT

SITE PLAN OF THE PROJECT



SCHEDULE 'C'
PAYMENT PLAN

Standard Payment Plan

S. No.	Instalment Description	% Due of Unit Price
1	On Application	INR 10 lacs
2	Booking Amount -Within 30 days of Application	10% (Less Amt paid along with Application)
3	180 days from Application after signing and registration of Agreement for Sale	10%
4	On Completion of Structure	20%
5	On Application for OC	20%
6	Receipt of OC	20%
7	On Offer of Possession	20% + IBMS

Note:

(a) Stamp Duty and registration charges as applicable will be extra.
(b) GST as applicable will be extra on each instalment.
(c) Holding Charges at the rate INR 25/- per sq. ft. per month (if applicable).
(d) Interest Bearing Maintenance Security ("**IBMS**") at Rs. _____/- to be paid on offer of possession.

Down Payment Plan:

Sl. No.	Instalment Description	% Due of Unit Price
1	On Application	INR 5 lacs
2	Booking Amount – Within 30 days of Application	10% (Less Amt paid along with Application)
3	Within 180 days from Application after signing and registration of Agreement for Sale	70% (less Down Payment Rebate at 8%)
4	On Offer of Possession	20% + IBMS
	Total	**100%**

Note:

(a) Stamp duty and registration charges as applicable will be extra.
(b) Down Payment Rebate at 8% shall be applicable on Unit Price.
(c) GST as applicable will be extra on each instalment.
(d) Holding Charges at the rate INR 25/- per sq. ft. per month (if applicable)
(e) Interest Bearing Maintenance Security ("**IBMS**") at INR ____/ to be paid on offer of possession.

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE

Notwithstanding the work done as per the specifications by the **Promoter** or its consultants, contractors, PMC's, etc. as maybe appointed by the Promoter, it is understood by the **Allottee** that necessary enhancement work including interior work is required to be done by the **Allottee** at its own cost, in order to make the **Said Commercial Unit** suit its personal requirement.

Finishing/Specification of the Said Commercial Shop {Shops / Cinema / Restaurant / Office}			
1.1	Internal finishes – Bare-shell		
	1.1.1	Floors	Bare Concrete
	1.1.2	Walls/Partitions	Unplastered/Unpainted walls

SCHEDULE E
SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT

Sr. No.	Description	Specification
	COMMON AREAS	
1.	Flooring details - Courtyard	Grit/pigmented concrete/mosaic/pavers/stone/ tiles
	Wall details - Courtyard	synthetic washable paint/ Exterior grade paint
	Ceiling - Courtyard	NA
2.	Flooring details - Corridors	Grit/pigmented concrete/mosaic/pavers/stone/ Tiles
	Wall details – Corridors	synthetic washable paint/ Exterior grade paint
	Ceiling - Corridors	OBD / Exterior grade paint
3.	Flooring details – Lift Lobby/ Entrance lobby	Stone/ Tiles
	Wall details – Lift Lobby/ Entrance lobby	Acrylic/Semi Acrylic Paint/Matt & Glazed Ceramic tile/ Stone/ Laminate
	Ceiling- Lift Lobby/ Entrance lobby	Acrylic/Semi Acrylic Paint/OBD/ Laminate
4.	Flooring details- Service area /Driveway/ Passages / Parking area	Stone/ Tiles/Bare concrete/ PU on VDF/ IPS with Epoxy

	Wall details – Service area / Driveway /Passages / parking area	OBD/ White-wash/ tiles/ enamel paint
	Ceiling – Service area/ Driveway / Parking area	White- wash/ OBD or equivalent
5.	Flooring details – Staircase	Stone/ Tiles
	Wall details - Staircase	Acrylic/Semi Acrylic Paint/OBD
	Ceiling - Staircase	OBD
	Railing – Staircase	MS Railing
6.	Air conditioning	Nil
7.	Electrical fittings	Modular fittings
8.	CNG pipeline	Nil
9.	Provision of wi-fi and broad band facility	Nil
10.	External finishing / Colour scheme	Glazing/ Metal work Railing-MS/ Glass/Plaster
11	**TOILETS**	
	Floor	Tiles
	Walls/ Cubical partition	Combination of Tiles, Acrylic/Semi Acrylic paint /Modular cubicle partition

	Ceiling	OBD
	Counters	Made in Marble / Granite / Stone
12	Lift details	Branded make
13	External glazing	
	Shop	Nil
	Office	Glass Façade/Plastered
	Windows/ glazing	NA

Services

POWER BACK UP:

100% DG back up for office and cinema w.r.t transformer capacity 90% DG back up for retail area

SECURITY SYSTEM:

Security system consisting of Video Surveillance (CCTV system) with central monitoring.

Video Surveillance System

For Video Surveillance, IP type CCTV cameras shall be provided at various locations.

CCTV cameras shall be provided in the following areas in the premise:

- Basement Driveways
- Critical points at periphery
- Passage
- Lift lobbies & Lift Machine Room

- Staircase entrances on Ground floor, All floors, terrace, and basements
- And other important place as per security norms.

Access Control System

Access control system at critical service areas of Plumbing & Fire Plant Rooms, CCTV & Security Room, Fire Command Centre, DG & Transformer Rooms, Server Rooms, and critical common areas for access of authorised personnel only.